As filed with the Securities and Exchange Commission on June 21, 2021

Registration No. 333-256812

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Amendment No. 1 to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Intapp, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	7372	46-1467620
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

3101 Park Blvd
Palo Alto, CA 94306
(650) 852-0400
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

John Hall
Chief Executive Officer
Intapp, Inc.
3101 Park Blvd
Palo Alto, CA 94306
(650) 852-0400
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Robert Masella Lona Nallengara Kristina Trauger Shearman & Sterling LLP 599 Lexington Ave New York, NY 10022 (212) 848-4000	Steven Todd General Counsel Intapp, Inc. 3101 Park Blvd Palo Alto, CA 94306 (650) 852-0400	Tad J. Freese Brian D. Paulson Latham & Watkins LLP 140 Scott Dr Menlo Park, CA 94025 (650) 328-4600

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 under the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
(Do not check if a smaller reporting company)		Emerging Growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be registered[2]	Proposed Maximum Offering Price Per Share[1]	Proposed Maximum Aggregate Offering Price[1][2]	Amount Of Registration Fee[3]
Common stock, $0.001 par value per share	12,075,000	$28.00	$338,100,000	$36,886.71

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the offering price of any additional shares that the underwriters have the option to purchase.
(3) The registrant previously paid a registration fee of $10,910 in relation to its filing of its initial Registration Statement on Form S-1 (No. 333-256812) on June 4, 2021. The registrant has paid the remaining registration fee of $25,976.61 herewith.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to completion, dated June 21, 2021

Preliminary prospectus

10,500,000 shares

Intapp, Inc.

Common stock

This is an initial public offering of shares of common stock of Intapp, Inc. We are offering 10,500,000 shares of our common stock. We expect the initial public offering price will be between $25.00 and $28.00 per share. Currently, no public market exists for our common stock.

We have granted the underwriters an option for a period of 30 days after the date of this prospectus to purchase up to an additional 1,575,000 shares of common stock from us at the initial public offering price less the underwriting discounts and commissions.

We have applied to list shares of our common stock on Nasdaq Global Market under the symbol “INTA.”

We are an “emerging growth company” as that term is defined in the Jumpstart Our Business Startups Act of 2012 and, as such, will be subject to certain reduced public company reporting requirements. See “Prospectus Summary—Implications of Being an Emerging Growth Company.”

Investing in our common stock involves risks. See “Risk factors” beginning on page 29 to read about certain factors you should consider before buying our common stock.

Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

	Per share	Total
Initial public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds, before expenses, to us	$	$

(1) See the section titled “Underwriting” beginning on page 182 for a description of the compensation payable to the underwriters.

At our request, the underwriters have reserved up to 5% of the shares of common stock offered by this prospectus for sale, at the initial public offering price, to certain persons associated with us. See the section titled “Underwriters—Directed Share Program.”

Prior to the date hereof, certain of our existing investors and their affiliated entities, including one or more entities affiliated with Temasek and Great Hill (each as defined herein) (together, the “cornerstone investors”) have indicated an interest, severally and not jointly, in purchasing up to approximately $50 million and $10 million of our shares in this offering, respectively, for a total aggregate amount of up to $60 million in shares in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the cornerstone investors may determine to purchase more, fewer or no shares in this offering or the underwriters may determine to sell more, fewer or no shares to any of the cornerstone investors. The underwriters will receive the same discount on any of our shares purchased by the cornerstone investors as they will on any other shares sold to the public in this offering.

The underwriters expect to deliver the shares of common stock against payment on or about , 2021.

J.P. Morgan **BofA Securities** **Credit Suisse**

Piper Sandler **Raymond James**

Oppenheimer & Co. **Stifel** **Truist Securities**

Prospectus dated , 2021

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intapp

The Industry Cloud for Professional and Financial Services Firms

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Intapp at a Glance

Serving Premier Professional and Financial Services Firms

A Leading Industry Cloud for Professional and Financial Services

- **96 of Top 100** Am Law Firms
- **7 of Top 8** Accounting Firms
- **900+** Private Capital and Investment Banking Firms

Massive Global Market Opportunity

- **1,600+** Clients[1]
- **~$9.6bn** SAM[2]
- **28%** FY2020 International Revenue

Scaled Cloud Platform for Continued Growth and Profitability

- **$201mm** TTM Revenue[1]
- **50%+** TTM Cloud ARR Growth[1,3]
- **89%** TTM Recurring Revenue[1]

Note: Fiscal Year Ending June 30

1. As of March 31, 2021, unless otherwise indicated
2. SAM stands for Serviceable Addressable Market
3. Cloud ARR is the portion of our ARR that represents the annualized recurring value of our SaaS contracts. ARR represents the annualized recurring value of the current portion of all active SaaS and on-premises subscription contracts at the end of a reporting period. Contracts with a term other than 1 year are annualized by taking the committed contract value for the current period divided by number of days in that period then multiplying by 365.

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"With a rich selection of purpose-built solutions for professional services firms, Intapp is a key partner in building our firm of the future and driving our competitiveness."
—KPMG UK

"Designed specifically for our unique industry needs, Intapp is one of the three core pillars of our digital transformation; we rely on this foundation to deliver superior client service and grow our firm."
—Baker McKenzie

"Intapp's DealCloud platform is the technology solution that connects our global deal teams and empowers us with deal and investment data, which we believe gives Carlyle a competitive advantage."
—The Carlyle Group

"We value our partnership with Intapp to help us continually improve and leverage technology to its fullest. Intapp is a strategic partner to the firm in our innovation journey."
—Fredrikson & Byron

"The Intapp DealCloud solution delivers real, scalable efficiencies."
—Hamilton Lane

"Intapp has been transformative for our firm."
—FTI Consulting

"Deal Cloud allows Riversiders around the world to have immediate access to critical information from anywhere at any time."
—The Riverside Company

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Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

You should rely only on the information contained in this prospectus, any amendment or supplement to this prospectus and any free writing prospectus filed with the SEC. We have not, and the underwriters have not, authorized anyone to provide you with different or additional information or to make any representations other than those contained in this prospectus or in any free writing prospectuses filed with the SEC. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you or any representation that others may make to you. We are not making an offer of these securities in any state, country or other jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any free writing prospectus filed with the SEC is accurate as of any date other than the date of the applicable document regardless of its time of delivery or the time of any sales of our common stock. Our business, financial condition, results of operations or cash flows may have changed since such date.

Prospectus summary

This summary highlights information contained elsewhere in this prospectus and does not contain all the information you should consider before making an investment decision. You should read the entire prospectus carefully, including the sections entitled "Risk Factors," "Special Note Regarding Forward-Looking Statements," "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our consolidated financial statements and the accompanying notes included elsewhere in this prospectus, before making an investment decision. Unless otherwise indicated or the context otherwise requires, all references in this prospectus to "we," "us," "our," the "Company," "Intapp," and similar terms refer to Intapp, Inc. and its consolidated subsidiaries. See "—About this Prospectus—Basis of Presentation" for additional terms and the basis for certain information used herein. Unless otherwise noted, any reference to a year preceded by the word "fiscal year" refers to the twelve months ended June 30 of that year.

Our mission

Our mission is to enable professional and financial services firms to better connect their people, processes, and data through AI-powered software solutions.

Overview

Intapp is a leading provider of industry-specific, cloud-based software solutions for the professional and financial services industry globally. We empower the world's premier private capital, investment banking, legal, accounting, and consulting firms with the technology they need to meet rapidly changing client, investor, and regulatory requirements, deliver the right insights to the right professionals, and operate more competitively.

Our Intapp Platform is purpose-built to modernize these firms. The platform facilitates greater team collaboration, digitizes complex workflows to optimize deal and engagement execution, and leverages proprietary AI to help nurture relationships and originate new business. By better connecting their most important assets—people, processes, and data—our platform helps firms increase client fees and investment returns, operate more efficiently, and better manage risk and compliance.

The professional and financial services industry is one of the largest sectors in the global economy. Firms in this industry operate in a highly connected ecosystem, providing valuable expertise, insight, and advice to a broad range of companies across multiple transactions and engagements. The industry is competitive and uniquely structured around highly experienced partners and professionals who leverage knowledge, intellectual capital, and relationships to succeed, as opposed to providing physical goods. Firms must manage an intricate web of complex, non-linear relationships spread across various functions, processes, and personnel while also navigating an ever-changing regulatory environment.

Historically, firms in the professional and financial services industry have either relied on internally built technology solutions and legacy on-premises software or attempted to use horizontal software providers for their industry-specific technology needs. Internally built or legacy solutions tend to be outdated, expensive, and cumbersome to maintain, while horizontal

solutions do not align well with how these firms operate and require heavy customization. As a result, we believe these firms are increasingly embracing industry-specific software and AI technology to achieve improved levels of growth, investment, returns, productivity, risk management, and a differentiated experience for their clients, teams, and investors.

Our deep understanding of the professional and financial services industry has enabled us to develop a suite of solutions on the Intapp Platform tailored to address these challenges faced by firms. We offer two solutions:

> ***DealCloud*** is our deal and relationship management solution for financial services firms. The solution manages firms' market relationships, prospective clients and investments, current engagements and deal processes, and operations and compliance activities, allowing investors and advisors to react faster, make better decisions, and execute the best deals. For investment banks and advisory firms, this helps enhance their coverage models, achieve greater win rates, and drive higher success fees. For investors, this helps increase origination volume, support investment selection, and drive greater returns.
>
> ***OnePlace*** is our solution to manage all aspects of a professional services firm's client and engagement lifecycle. The solution improves client strategy and targeting, business development and origination, and work delivery, increasing financial performance and regulatory compliance. Professionals make better decisions faster by leveraging more institutional knowledge from across the firm.

We believe our solutions provide us with a competitive advantage, driven by our deep domain expertise gained over 20 years of serving professional and financial services firms. We have cultivated difficult-to-replicate, privileged access to these firms to develop thorough expertise in how they work and what they need. Clients value our scalable platform's differentiated domain expertise, purpose-built capabilities, comprehensive end-to-end offering, data-driven AI insights, and industry brand. Our client base represents many of the world's premier professional and financial services firms, including 96 of the Am Law 100 law firms, 7 of the Top 8 accounting firms, and over 900 private capital and investment banking firms.

We sell our software on a subscription basis through a direct enterprise sales model. As of March 31, 2021, we had over 1,600 clients. Our business has historically grown through a combination of expanding within our existing client base—including additional users and capabilities—and selling to new clients. We have had success in driving customers to further adoption, and currently have more than 20 clients with contracts greater than $1 million of annual recurring revenues ("ARR"). With our scalable, modular cloud-based platform, we believe we are well positioned to continue our growth.

Our total revenues for fiscal year 2020 were $186.9 million, an increase of 30% over the total revenues for fiscal year 2019 of $143.2 million. Our total revenues for the nine months ended March 31, 2021 were $153.4 million, an increase of 10% over the total revenues for the nine months ended March 31, 2020 of $139.3 million. Net losses attributable to us for fiscal years 2019 and 2020 were $17.1 million and $45.9 million, respectively. Net losses attributable to us for the nine months ended March 31, 2020 and 2021 were $37.6 million and $30.9 million, respectively. Our ARR were $143.4 million and $172.6 million as of June 30, 2019 and 2020, respectively, an increase of 20%. Our ARR were $164.1 million and $201.0 million as of March 31, 2020 and 2021, respectively, an increase of 22%. Recently, the majority of our ARR growth has been driven by the sale of SaaS subscriptions. Our Cloud ARR were $47.3 million and $74.1 million as of June 30, 2019

and 2020, respectively, an increase of 57%. Our Cloud ARR were $65.2 million and $99.2 million as of March 31, 2020 and 2021, respectively, an increase of 52%.

Industry background

The professional and financial services industry is one of the largest sectors in the global economy. Within this industry, we primarily focus on private capital, investment banking, legal, accounting, and consulting firms, which, based on the research we have conducted, we believe collectively represent $3 trillion in total global revenues.

Professional and financial services firms provide valuable expertise, insight, and advice to companies throughout their lifecycle, from early stages of growth to maturity. Professional and financial services firms operate in a highly connected ecosystem, frequently providing services and advice to the same end client, or partnering with each other on a specific transaction for the same end client such as an initial public offering, or IPO. Furthermore, it is not uncommon for a single professional or financial services firm to provide multiple services to the same client, as is the case for a Big 4 accounting firm that provides accounting, consulting, taxation, investment banking, legal, and other services.

Professional and financial services firms' business models have unique, differentiating characteristics

Firms in the professional and financial services industry are organized around knowledge, intellectual capital, and relationships as opposed to physical goods, manufacturing, and supply chains. Firms leverage their specific domain expertise and collective experience to provide their clients with valuable insights and advice or to drive differentiated returns for investors. Instead of a typical sales cycle focused on selling a specific product, these firms have long, continuous, relationship-based sales cycles focused on winning and maintaining client engagements over time, or identifying and closing a series of transactions.

Client engagements often require these firms to manage an intricate web of complex, non-linear relationships spread across various functions, processes, and personnel. As a result, these firms must maintain strong processes to manage confidentiality, potential conflicts of interest and ethical walls in order to monitor and manage risk tied to accepting and winning new engagements. Furthermore, monetization models for these firms tend to be based on success fees or billable hours, or capital returns performance.

The structure of professional and financial services firms is fundamentally different than that of organizations in other industries, such as manufacturing and retail, that consist of large departmental groups with a very small C-suite layer overseeing the entire organization. Professional and financial services firms are structured and organized such that a large number of highly experienced partners and professionals are tasked with operating and managing their own practices or pools of capital to drive business outcomes with departmental functions providing supporting services.

The relationship lifecycle is the cornerstone of success in professional and financial services

Client relationships are the cornerstone of professional and financial services firms' success. They are critical strategic assets and building and maintaining those relationships through a company's lifecycle underpins how professional and financial services firms realize maximum economic value for their services over time. A comprehensive approach to the relationship lifecycle boosts a professional and financial services firm's competitive positioning while increasing its share of the client's business.

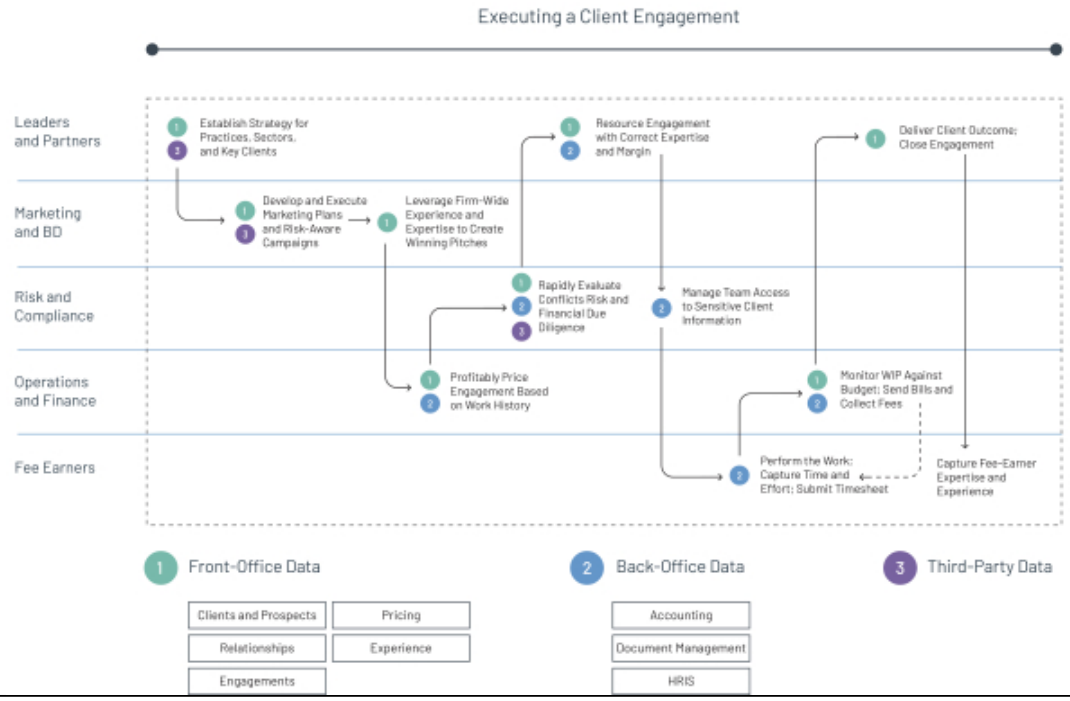
Many professional and financial services firms seek to deploy a structured and connected approach to the relationship lifecycle which includes client development, business acceptance, and delivery of client services. Ensuring client satisfaction at every stage of the lifecycle leads to significant gains in winning and maintaining new business by delivering the right insights to the right professionals at the right time. Conversely, any shortcomings in these processes either jeopardize the client

experience or lead to failures to capitalize on an opportunity and thus negatively impact the overall client relationship. Therefore, professional and financial services firms seek holistic, unified solutions to deliver successful business outcomes across the entire lifecycle.

Professional and financial services firms utilize complex data and cross-functional processes

To help win new business and ensure client success, teams at professional and financial services firms utilize multiple complex data sources and cross-functional processes that span various personnel functions and systems. Professionals use and analyze vast amounts of both internal and external data sources, such as client, deal, and market data, that reside in various siloed systems. Data needs to be aggregated from these various siloed systems, put in the right context for the right user, and integrated with relevant systems and applications. For example, throughout a typical law firm's workflow cycle, multiple personnel must address a complex number of interdependent tasks (as the diagram below indicates). As professional and financial services firms expand the number of clients and projects, these tasks increase the complexity and collective interdependence required of the teams in the client lifecycle process.

A Typical Legal Firm's Cross-Functional Workflow



Professional and financial services firms are increasingly embracing digital transformation and use of industry-specific software

Multiple catalysts are driving the rapid adoption of technology in the professional and financial services industry.

- ***Rising client expectations and intensifying competitive environment.*** The professional and financial services industry is experiencing a transformation driven by rising client expectations, an intensifying, expanding competitive landscape, and increased transaction activity. To continue to grow and compete, professional services firms are broadening their capabilities and expanding into new segments, such as the Big 4 accounting firms' expansion into consulting, taxation, legal, and other services. Similarly, private capital firms focused on equity investments are diversifying into other asset classes such as debt. Additionally, in the private capital markets, there are a rising number of firms competing for the same clients or assets, which is further intensifying the competitive landscape. Clients now have more options and are more informed about process and value. As a result, the market has tipped in favor of the clients, who are increasingly setting the agenda, demanding greater transparency, agility, value, and productivity, and better insights from professional and financial services firms. In light of these evolving industry dynamics and client expectations, technology is becoming increasingly necessary to compete successfully, with professional and financial services firms utilizing data-driven business solutions to differentiate their expertise, offerings, and value in order to drive business outcomes.
- ***Adoption of cloud-based software continues to accelerate.*** Mission-critical applications are increasingly being delivered more reliably, securely, cost-effectively and with high scalability to clients via the cloud. New versions and updates are rapidly deployed to all clients. Historically, firms in the professional and financial services industry have relied on internally built solutions and legacy on-premises software. However, with rapid innovation and rising client expectations, these solutions are becoming outdated, less secure, and expensive to maintain. More importantly, cloud-based solutions more readily enable real-time collaboration and provide access to valuable data from anywhere, anytime, on any device. As a result, professional and financial services firms are increasingly adopting and implementing cloud-based software within their organizations.
- ***Unlocking and maintaining collective knowledge and expertise.*** Knowledge and expertise are among the most valuable assets of professional and financial services firms and underpin the relationships that drive value for these organizations. In an increasingly competitive environment, professional and financial services firms are continuously seeking to differentiate themselves on the basis of their knowledge and intellectual capital. Capturing, codifying, and retaining institutional knowledge and expertise is a critical priority. Unlocking the full power of the collective knowledge of a firm requires domain expertise to ascertain the information critical to a professional or financial services firm, a systematic technological approach to capture this data and relevant connections, and the ability to leverage this data to deliver contextual insights—the right insights, to the right professionals, at the right time.

  In partner-led firms, turnover in senior leadership and other highly experienced professionals carries an inherent risk of losing accumulated knowledge, expertise, skills, networks, and relationships. Furthermore, young professionals joining the workforce have a greater tendency to switch jobs or firms, thus exacerbating the problem of maintaining institutional knowledge.

As a result, many firms are turning to technology as a means of harnessing the value of their knowledge assets.

- ***Access to vast repositories of real-time internal and external data***. Data in the professional and financial services industry is increasing and has historically been siloed across a large number of systems. There are vast amounts of real-time data to which firms now have access, whether internal or external. However, a significant amount of that data is underutilized, lacks accessibility and availability, and suffers quality issues. These issues are in part due to the challenges of cleansing and stitching together data from siloed systems. In recent years, more professional and financial services firms are realizing the value of collating and connecting internal and external data and integrating such data with the relevant systems and applications for the right user in the right context.
- ***The use of AI is creating a significant competitive advantage***. AI is poised to play a bigger role in transforming the professional and financial services industry relative to other industries, since value delivered by professionals in the industry is centered around providing knowledge, insight, and advice. Collecting, aggregating, and subsequently synthesizing the vast amounts of data in real-time to extract actionable intelligence is critical for firms in the professional and financial services industry, yet nearly impossible to do without the use of AI. Furthermore, AI is able to automate processes to deliver those insights with great speed. The use of AI is creating significant competitive advantages for firms by enabling them to unify disparate data sources, surface key insights, manage unforeseen risks, and increase efficiency through higher levels of automation in core processes.
- ***Generational shift in technology use at work***. Professional and financial services relationships are highly dependent on human capital, making it crucial for firms to attract, retain, and nurture talent. The global economy is experiencing changing workforce dynamics such as remote workforces, which have been accelerated by COVID-19, as well as a generational shift in the workforce. These evolving dynamics are making it increasingly challenging for firms to attract and retain talent in the industry. Younger generations have grown up with smartphones, laptops, and social media being the norm, and expect seamless access to information and high-quality user experiences. Given that most professionals in the industry are mobile, having access to valuable data from anywhere, anytime, and on any device is a key competitive advantage. According to a PricewaterhouseCoopers LLP (“PwC”) survey, two-thirds of millennials said that state-of-the-art technology was important to them when considering an employer, and a majority of millennials in financial services make use of their own technology at work to make them more effective. As younger professionals take on leadership roles in the professional and financial services industry, they are more likely to invest in modern technology solutions for their firms, relative to the prior generation.

Existing approaches to manage critical and complex processes for professional and financial services firms are inadequate

Traditionally, professional and financial services firms have used an array of solutions to manage their critical and complex processes. These solutions include:

- ***Internally developed solutions.*** These internally developed solutions have become increasingly expensive to maintain and lack next-generation technology features and capabilities such as security, governance, and scalability.

- ***Legacy solutions.*** These solutions have become increasingly outdated due to their aging architecture or limited capabilities, usability, and functionality. They are predominately on-premises and have continued to fall behind SaaS solutions and comprehensive, end-to-end industry-specific platforms.
- ***Horizontal solutions.*** These solutions were designed for traditional, manufacturing, and retail-based industries and thus require complex and expensive customization to fit the unique needs of the professional and financial services industry. Even with customization, these platforms often fail to align with the ways these firms operate.

These solutions, either used individually or in combination, often fall short of meeting the needs of the professional and financial services industry as they fail to provide a unified view of a firm's critical data, do not align with processes specific to the industry, or are expensive, slow, complex, manual, error-prone, and require significant customization.

Our market opportunity

We believe the underlying trends in the professional and financial services industry present a compelling market opportunity for Intapp. The failure of legacy systems and horizontal solutions to adequately address the specialized technology needs of today's professional and financial services firms creates demand for companies like Intapp that focus on industry-specific, cloud-based software solutions. Our market opportunity encompasses both displacing alternative solutions currently used within these firms and penetrating "white space" areas within these firms—areas where no software solution is currently being used but where Intapp can otherwise address the business need with one of our existing or near-term solutions.

We believe private capital, investment banking, legal, accounting, and consulting collectively represent a massive industry with $3 trillion in total global revenues, based on research we have conducted. We believe this industry has a significant need to utilize software to help drive business success, with total addressable market for business software at approximately $23.9 billion. We calculate our total addressable market by multiplying the number of firms in the professional and financial services industry by the potential annual contract value of the software solutions used in the business management of such firms, based upon our historical data and experience. We estimate the total number of firms across the private capital, investment banking, legal, accounting, and consulting sectors on a global basis to be approximately 60,000 firms. This figure excludes firms in the professional services industry with fewer than 50 employees, as they are outside of our current target market focus.

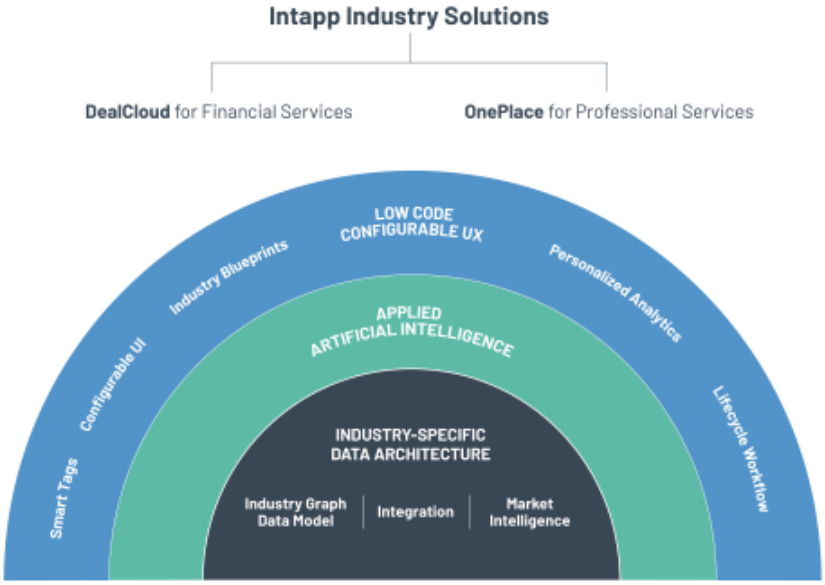
Within this, we believe the serviceable addressable market ("SAM") opportunity, based on Intapp's current solutions, to be approximately $9.6 billion, of which over $6.5 billion would be attributable to large firms with over 500 employees. This SAM estimate was calculated by multiplying the average number of professionals per firm by the annual price per professional that we expect to charge to utilize the Intapp Platform on a fully adopted basis, for our existing products only, based upon market interviews and our historical data and experience. We believe our SAM opportunity will increase over time as we expect to continue to develop new solutions and selectively pursue potential acquisitions to address other capabilities demanded by professional and financial services firms to drive their business success.

Our platform

Our Intapp Platform is purpose-built to modernize these firms. The platform facilitates greater team collaboration, digitizes complex workflows to optimize deal and engagement execution, and leverages proprietary AI to help nurture relationships and originate new business. By better connecting their most important assets—people, processes, and data—our platform helps firms increase client fees and investment returns, operate more efficiently, and better manage risk and compliance.

Our deep understanding of the professional and financial services industry has enabled us to develop a suite of solutions on the Intapp Platform tailored to address these challenges faced by firms.

We offer these solutions through an integrated platform that features three key categories of capabilities: a low code, tailored and configurable user experience (UX) based on industry-specific templates, modern AI and intelligence applied to high-value domain-specific use cases, and a specialized data architecture based on an industry graph data model that accurately reflects the unique firm operating model.



Industry solutions

Our solutions enable private capital, investment banking, legal, accounting, and consulting firms to realize the benefits of modern AI and cloud-based architectures for their most critical business functions without compromising industry-specific functionality or regulatory compliance. We have two brands with which we go to market:

- ***DealCloud*** is our deal and relationship management solution for financial services firms. The solution manages firms' client relationships, prospective clients and investments, current engagements and deal processes, and operations and compliance activities, allowing investors and advisors to react faster, make better decisions, and execute the best deals. For investment banks and advisory firms, this helps enhance their coverage models, achieve greater win rates, and drive higher success fees. For investors, this helps increase origination volume, support investment selection, and drive greater returns.

- ***OnePlace*** is our solution to manage all aspects of a professional services firm's client and engagement lifecycle. The solution improves client strategy and targeting, business development and origination, and work delivery, increasing financial performance and regulatory compliance. Professionals make better decisions faster by leveraging more institutional knowledge from across the firm.

Intapp Platform

Our solutions are built on a single platform, taking advantage of shared capabilities tailor-made for the unique requirements of firms. Key features include:

Low-code configurability and personalized UX

Our configurable UX capabilities allow technical and non-technical users to rapidly tailor our applications to meet their specific needs. These capabilities enable our clients to make meaningful changes to their user experience, processes, or business rules with drag-and-drop configuration features and functionality without having to perform custom coding. The flexibility of this framework enables firms to maximize their agility, easily adapting the software to match the frequent changes in their business.

We leverage our deep domain expertise in professional and financial services to create and provide our clients access to pre-built industry-relevant configuration templates, which we call industry blueprints, that are designed precisely for how these firms and their professionals operate. By mapping the user interface, data model, and workflows of our platform to firms' unique industry and organizational requirements, we can deliver smart, personalized experiences by practice area, asset class, investment strategy, sector, industry, and geography.

Applied artificial intelligence

Industry-specific AI is embedded throughout our platform and solutions to help professional and financial services firms use their vast amounts of data to optimize critical processes and make better, faster decisions. The applications of AI span a wide range across firm operations, from strategy and business development through to risk and compliance and work execution. Examples include:

- Automatically analyzing all past engagements by shared characteristics, to derive data-validated intelligence that can be used to improve pricing strategies, and optimize staffing levels.
- Enhancing conflicts review on matters with large number of parties, for example, bankruptcies or restructuring, to accelerate conflicts clearance and help firms open matters faster with fewer errors.
- Capturing billable activities to find missing time and automatically fill out timesheets to reduce revenue leakage, minimize write-offs, and accelerate cash and collections.

Industry-specific data architecture

Our platform includes several key data management capabilities that help firms more effectively capture and leverage their critical data using a system of record that reflects the unique operating model of professional and financial services. These capabilities include:

- ***Specialized industry graph data model***. Our specialized industry data model is purpose-built to capture the complex relationships as well as the specialized knowledge and experience unique to professional and financial services. The platform creates many-to-many data linkages that connect professionals with prospective clients, investors and target portfolio companies and assets. Our solutions leverage these linkages to provide personalized analysis and insights for each professional that reflects his or her unique area of specialty, including client industry, asset class, investment strategy, geography, transaction type, and others.
- ***Low-code integration platform***. Intapp Integration Service is a core capability of our platform that provides cloud-native and easy-to-use, enterprise class integration to connect any application, any data, anywhere across firms without requiring any code. The solution helps firms overcome data silos and easily move information between systems, including within our platform. Intapp Integration Service includes more than 100 industry-specific connectors, as well as extensive built-in workflow and automation capabilities tailored to the unique needs of professional and financial services firms.
- ***Market intelligence in one place***. Our platform combines proprietary and third-party market data, transforming it into institutional knowledge that gives dealmakers and other professionals a competitive advantage through better market intelligence. Professionals can easily run complex reports, analyze industry trends, and evaluate potential synergies in the same place where they originate new business and manage relationships. With better real-time, actionable market data, investors can source and close deals that best match their investment thesis and strategy, advisory professionals can quickly develop proprietary relationships and coverage strategies with companies that match previous transactions, and lawyers can more accurately identify white space opportunities with global clients to grow their relationships.

Key benefits of our solution

Our platform solutions helps professional and financial services firms to:

- ***Increase revenues and investment returns.*** Our clients leverage Intapp's solutions to increase their revenues and investment returns by improving their origination and business development effectiveness, optimizing market coverage, and helping nurture key relationships to ensure time is spent with the right people and that those relationships convert into business. Our solutions provide firms with a single source of truth and 360 degrees views of key clients, related investments, potential new clients and investments, and prospective deals, giving partners, professionals, and dealmakers a competitive advantage in the market.
- ***Operate more efficiently and profitably.*** Our solutions help clients increase efficiency and profitability by streamlining and automating the many functions required to originate deals and deliver work. Using Intapp's workflow, analytics, and AI capabilities, firms can connect and operationalize their formerly disjointed engagement and deal lifecycle, eliminating manual processes, reducing duplicative data entry, and scaling to support growing businesses with less

overhead. This focus includes critical processes such as investor relations, business development, conflicts clearance and business acceptance, engagement planning and resourcing, and billing and collections. Our cloud-based delivery model also reduces firms' operating costs by eliminating their need to own, upgrade, and support the solutions or associated hardware infrastructure.

- ***Manage risk and compliance more effectively.*** Our solutions help firms reduce regulatory, financial, and reputational risk through workflow and automation, AI, predictive analytics, and rules-based risk scoring. Using Intapp, risk and compliance teams can work seamlessly together with front office professionals, all within the Intapp Platform, to quickly assess new business opportunities, clear and manage conflicts and independence issues, easily establish ethical walls, prepare for regulatory or client audits, and dynamically respond to rapidly changing regulatory landscapes and the firm's overall risk posture.
- ***Leverage collective knowledge for competitive advantage.*** Our solutions provide a competitive advantage to firms by helping leverage their immense, but often under-utilized, collective knowledge. With integrated and connected information about investors, economic sectors, deals, clients, engagements, and relationships, combined with relevant third-party data, firm professionals are armed to make better, faster decisions, with better market insights and the knowledge with which to develop stronger relationships and increased business from clients, potential new clients, investors, and potential new investors.

Why Intapp wins

We believe the following strengths provide us with a competitive advantage and position us for our success:

- ***Deep domain expertise.*** Over the last 20 years serving the professional and financial services markets, we believe we have developed a unique perspective into the processes and systems needed to drive these firms' operations and business success. We have a substantial number of employees with previous career experience in the industry we serve, and we have cultivated difficult-to-replicate, privileged access to the key decision makers at these firms, including CEOs, CIOs, and CFOs. We conduct regular meetings with industry advisory boards who, along with serving as strong references for our platform, provide valuable insights into the challenges facing their firms and the issues they need technology to address the most. As a result, we believe we have an inherent competitive advantage in identifying, prioritizing, and innovating our software platform to support the industry's evolving technology needs.
- ***Purpose-built for professional and financial services.*** Our platform has been designed for the unique organizational structure and day-to-day processes of professional and financial services firms. Our industry-relevant templates provide a familiar interface, nomenclature, and data model. The software is easily configured to match the needs of these professionals. This makes our software intuitive for the professionals that use it and easy to integrate alongside the rest of the firm's IT and business process infrastructure, and delivers rapid time-to-value, in contrast with horizontal software solutions retrofitted for these firms.
- ***Comprehensive cloud-based platform.*** We offer an end-to-end platform serving the entirety of the complex workflows of our clients, enabling firms to manage all of their important data and perform critical processes on one highly scalable and secure cloud platform. Our platform contains

all of the functionality users expect of modern cloud software, such as a scalable architecture, cloud security, elegant and easy-to-use interfaces, common APIs, robust mobile accessibility, and data integration. We believe this capability is differentiated from many other software providers that either lack such modern functionality designed specifically for our target industry or can only deliver a point solution within the relationship (deal and engagement) lifecycle.

- ***Data-driven AI insights and capabilities.*** More than 100 industry-specific connectors integrate with the Intapp Platform. Our technology captures and combines a firm's internal proprietary data with third-party data systems to deliver a connected, single source of truth to the firm's professionals. This data is augmented by contextual insights, utilizing our proprietary AI to provide intelligence to inform professionals' decision-making processes throughout the entire relationship lifecycle.
- ***Industry leadership and brand recognition.*** We are a premier software company dedicated to serving the professional and financial services industry and have developed a strong reputation in the industry over the last 20 years. Our software is increasingly valuable to professional and financial services firms across the globe that are deploying a purpose-built platform for critical processes within their organization. We currently power 96 of the Am Law 100 law firms, 7 of the top 8 accounting firms, and more than 900 private capital and investment banking firms. We believe clients recognize our Intapp, OnePlace, and DealCloud brands and believe us to be a thought leader in the industry. The professional and financial services industry is tightly interconnected. As such, many professionals who move from firm to firm and are exposed to our best-in-class solutions support our success by recommending our solutions to their new employers, setting us up to drive significant further adoption of our platform and further expanding our brand recognition.
- ***Experienced management and technology team.*** With two decades of working together, our management team brings a combination of leadership, strong relationship with the industry leaders, and difficult-to-replicate industry domain expertise. In addition, with our long history of serving the professional and financial services industry, our technology team brings public company-scale platform experience, significant AI technology depth, and industry expertise to address the needs of our clients. Our founders continue to set our product vision and lead the organization, drawing on a team of AI Ph.D.s and data scientists, advisors from academia, and industry advisory boards who guide our product investment decisions to create differentiating capabilities.

Our growth strategies

We plan to extend our leadership position as a provider of industry SaaS solutions for professional and financial services. The key components of our growth strategy are:

- ***Capitalize on a generational shift to the cloud.*** Mission-critical applications are increasingly being delivered more reliably, securely and cost-effectively via the cloud, which can more readily enable real-time collaboration and provide access to valuable data from anywhere, anytime, on any device. As more professionals embrace cloud technologies, they drive the accelerated adoption of additional cloud capabilities across their firms. We believe we are now in the early stages of a strong adoption cycle of cloud-based solutions by professional and

financial services firms, driven in part by the needs of the next generation of professionals for purpose-built technology and software solutions.

- ***Expand within our existing client base.*** We have a deep, longstanding, and trust-based relationship with our clients. Our land-and-expand model generates multi-year growth within our client base, with client lifetimes often spanning more than a decade. Clients typically adopt our modular solution to address a specific use case, and then expand their use by adopting more modules, adding more users, and deploying to other parts of their organization over time. We estimate that if our largest 100 clients expanded their use of Intapp Platform to serve all of their users in all parts of their organizations—representing full adoption and usage of the current Intapp Platform capabilities—those 100 clients could represent an additional Intapp sales opportunities in excess of $1 billion of ARR.
- ***Grow our client base***. We believe we are addressing a large, underserved market of approximately 60,000 firms with high demand for the capabilities we offer, and that we have a significant opportunity to continue to grow our client base. We have added approximately 200 net new clients for each of fiscal year 2019 and 2020, excluding acquired clients. We will continue to invest in our sales and marketing force to target new client opportunities and grow our client base.
- ***Add new solutions to our platform.*** We plan to continue investing in our research and development team to enhance the functionality and breadth of our current solutions, as well as to develop and launch new solutions to address the evolving needs of our clients. In particular, we are continuing to invest resources in extending our AI and data science capabilities to better connect people, processes, and data.
- ***Broaden our geographical reach.*** In fiscal year 2020, we derived 28% of our revenue from international markets outside the United States. We believe there is a significant need for our solutions on a global basis and, accordingly, opportunity for us to grow our business through further international expansion. We will continue to broaden our global footprint and intend to establish a presence in additional international markets.
- ***Selectively pursue strategic transactions.*** We have acquired and successfully integrated several complementary businesses that allowed us to enhance our platform, add new technology capabilities, and address new client segments. For example, we acquired DealCloud in 2018 to better target private capital and investment banking clients with cloud-based deal management, pipeline management, and CRM functionalities. We will continue to evaluate acquisition opportunities that will help us extend our market leadership and client reach.

Recent developments

Repstor acquisition

On June 1, 2021, we acquired all outstanding shares of Repstor Limited (“Repstor”) for initial cash consideration of £16.0 million, subject to certain adjustments, plus additional maximum contingent payments of £20.5 million based upon the achievement of certain performance measures. Repstor is a company based in Belfast, Northern Ireland and engaged in the creation of Microsoft 365-based enterprise content management and team collaboration tools.

New revolving credit facility

After the completion of this offering, we expect to enter into a $100 million revolving credit facility, or the New Revolving Credit Facility, arranged by certain syndicate lenders. Proceeds are expected to be available to us for general corporate purposes, including funding working capital. On June 18, 2021, we entered into a commitment letter with JPMorgan Chase Bank, N.A. with respect to $50 million under the New Revolving Credit Facility; however, the terms of our financing arrangements have not yet been determined, remain under discussion, and are subject to change, including as a function of market conditions.

Summary risk factors

Our ability to implement our business strategy is subject to numerous risks, as more fully described under the heading “Risk Factors” in this prospectus. These risks include, among others, that:

- we may not be able to continue our growth at or near historical rates;
- we have a history of losses and may not achieve or maintain profitability in the future;
- the global COVID-19 outbreak could harm our business, results of operations, and financial condition;
- we may experience data breaches, unauthorized access to client data, or other disruptions of our solutions;
- U.S. and global market and economic conditions may materially impact our or our clients’ operations;
- our sales cycle is lengthy and variable;
- we may not effectively manage our expanding operations;
- we operate in highly competitive markets;
- we will likely face additional complexity, burdens, and volatility in connection with our international sales and operations; and
- third parties may assert we are infringing or violating their intellectual property rights.

Implications of being an emerging growth company

We qualify as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”). As an emerging growth company, we may take advantage of certain reduced disclosure and other requirements that are otherwise applicable generally to public companies. These provisions include:

- not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”);
- only two years of audited financial statements are required in addition to any required interim financial statements, and correspondingly reduced disclosure in management’s discussion and analysis of financial condition and results of operations; and

- (i) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and (ii) exemptions from the requirements of holding a non-binding advisory vote on executive compensation, including golden parachute compensation.

When we are no longer deemed to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above. We will remain an emerging growth company until the earliest of: (1) the last day of fiscal year in which we have more than $1.07 billion in annual revenues; (2) the date we qualify as a “large accelerated filer,” which would occur if the market value of our common stock that is held by non-affiliates exceeds $700 million as of the last business day of the most recently completed second fiscal quarter, we have been required to file annual, quarterly, and current reports under the Exchange Act for at least twelve months, and we have filed at least one annual report pursuant to the Exchange Act; (3) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt securities; and (4) the last day of fiscal year ending after the fifth anniversary of our initial public offering.

We have availed ourselves in this prospectus of the reduced reporting requirements described above. We expect to continue to avail ourselves of the emerging growth company exemptions described above for so long as we remain an emerging growth company. As a result, the information that we provide to stockholders will be less comprehensive than what you might receive from other public companies.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended (the “Securities Act”), for complying with new or revised accounting standards. This permits an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.

We have elected to use the extended transition period to enable us to comply with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (1) are no longer an emerging growth company and (2) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our consolidated financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Relationship with Existing Holders

Anderson Investments Pte. Ltd. (“Anderson”) is a wholly-owned subsidiary of Temasek, which is an investment company based in Singapore with an approximately $230 billion portfolio of investments in public and private companies worldwide as of March 31, 2020. Temasek’s portfolio covers a broad spectrum of industries including telecommunications, media & technology, financial services, transportation, and life sciences.

Great Hill Partners, L.P. is a Boston-based private equity firm that has raised over $8 billion in commitments since inception to finance the acquisition, recapitalization, or expansion of rapidly growing companies in a wide range of sectors within the software, communications, healthcare, media, and business and consumer services industries.

Upon the completion of this offering, Anderson and entities affiliated with Great Hill Partners, L.P. will own approximately 34.3% and 30.3% of our common stock (or approximately 33.4% and 29.5% if the underwriters exercise their option to purchase additional shares of common stock in full). The foregoing percentages do not take into account the shares of our common stock, if any, entities affiliated with each of Temasek and Great Hill may purchase in this offering as cornerstone investors.

Following the completion of this offering, we will have a stockholders' agreement and a registration rights agreement that will provide a framework for our ongoing relationship with certain of the Existing Holders. For a description of these agreements, see "Certain Relationships and Related Party Transactions—Stockholders' Agreement" and "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

Corporate information

Intapp was formed as a Delaware corporation on November 27, 2012 as LegalApp Holdings, Inc. and we changed our name to Intapp, Inc. in February 2021. The address of our principal executive offices is currently 3101 Park Blvd, Palo Alto, CA 94306 and our phone number is (650) 852-0400. Our website address is www.intapp.com. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus.

About this prospectus

Basis of presentation

Our fiscal year ends on June 30. Unless otherwise noted, any reference to a year preceded by the word “fiscal year” refers to the twelve months ended June 30 of that year. For example, references to “fiscal year 2020” refer to the twelve months ended June 30, 2020. Any reference to a year not preceded by “fiscal year” refers to a calendar year. Certain amounts, percentages, and other figures presented in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals, dollars, or percentage amounts of changes may not represent the arithmetic summation or calculation of the figures that precede them.

As used throughout this prospectus, the following terms have the meanings or are calculated as set forth below:

- We define “recurring revenues” as the revenues derived from the sale of our software-as-a-service (“SaaS”) solutions, subscriptions to our term software applications, and from providing support for these applications.
- We define “professional services revenues” as the revenues derived from our implementation, configuration, upgrade, and consulting professional services through non-recurring fee arrangements.
- We define “annual recurring revenues,” or “ARR”, as the annualized recurring value of the current portion of all active contracts at the end of a reporting period, including subscriptions for use of SaaS and on premises-based offerings. Contracts with a term other than one year are annualized by taking the committed contract value for the current period divided by number of days in that period then multiplying by 365.
- We define “cloud ARR” as the portion of our ARR which represents the annualized value of our SaaS contracts at the end of a reporting period.
- We define a “client” at the end of any particular period as an entity with at least one active subscription as of the measurement date. In the case where several entities are related to a single brand or name (e.g. different global offices), we treat those entities as a single client. In addition, all entities that share a single contract are considered together as one client.
- We define the “Existing Holders” as the direct equity holders of Intapp, Inc. immediately prior to this offering, including Anderson, Great Hill Equity Partners IV, L.P. and Great Hill Investors, LLC (together “Great Hill”).

Market and industry data

Certain market and industry data included in this prospectus has been obtained from third-party sources that we believe to be reliable. Market estimates are calculated by using independent industry publications, government publications, and third-party forecasts in conjunction with our assumptions about our markets. We have not independently verified such third-party information. While we are not aware of any misstatements regarding any market, industry, or similar data presented herein, such data involves risks and uncertainties and is subject to change based on various factors, including those discussed under the headings “Special Note Regarding Forward-Looking Statements” and “Risk Factors” in this prospectus.

Trademarks, service marks and trade names

We own or have rights to various trademarks, service marks and trade names that we use in connection with the operation of our business. We use our Intapp trademark and related design marks in this prospectus. This prospectus may also contain trademarks, service marks, and trade names of third parties, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names, or products in this prospectus is not intended to, and does not imply a relationship with, or endorsement or sponsorship by us. Solely for convenience, the trademarks, service marks, and trade names referred to in this prospectus may appear without the ®, TM, or SM symbols, but the omission of such references is not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or the right of the applicable owner of these trademarks, service marks, and trade names.

Non-GAAP financial measures

In addition to our results determined in accordance with U.S. generally accepted accounting principles ("GAAP"), we believe certain non-GAAP measures are useful in evaluating our operating performance. In addition to GAAP financial measures, management reviews Non-GAAP gross profit, Non-GAAP recurring gross profit and Non-GAAP operating profit, each a non-GAAP measure, to understand and compare operating results across accounting periods, for financial and operational decision making, for planning and forecasting purposes, and to evaluate our financial performance as these metrics eliminate certain items which do not relate to overall operating performance.

Accordingly, we believe that these non-GAAP measures reflect our ongoing business in a manner that allows for meaningful comparisons and analysis of trends in the business and provide useful information to investors and others in understanding and evaluating our operating results, and enhancing the overall understanding of our past performance. Although the calculation of these non-GAAP financial measures may vary from company to company, our detailed presentation may facilitate analysis and comparison of our operating results by management and investors with other peer companies, many of which use similar non-GAAP financial measures to supplement their GAAP results in their public disclosures.

- We define "Non-GAAP gross profit" as GAAP gross profit before the portion related to cost of revenues of stock-based compensation expense, amortization of intangible assets, and certain restructuring costs.
- We define "Non-GAAP recurring gross profit" as GAAP total recurring revenues less GAAP total cost of recurring revenues adjusted for the portion of cost related to stock-based compensation and amortization of intangible assets.
- We define "Non-GAAP operating profit" as GAAP operating loss excluding stock-based compensation expense, amortization of intangible assets, and certain acquisition-related transaction costs and restructuring costs.

These non-GAAP financial measures do not replace the presentation of our GAAP financial results and should only be used as a supplement to, not as a substitute for, our financial results presented in accordance with GAAP. There are limitations in the use of non-GAAP measures

because they do not include all the expenses that must be included under GAAP and because they involve the exercise of judgment concerning exclusions of items from the comparable non-GAAP financial measure. In addition, other companies may use other measures to evaluate their performance, or may calculate similar non-GAAP measures differently, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. Investors are encouraged to review the related GAAP financial measures and the reconciliation of these non-GAAP financial measures to their most directly comparable GAAP financial measures, and not to rely on any single financial measure to evaluate our business.

For a reconciliation of each of our non-GAAP financial measures to the most directly comparable GAAP financial measure, see “Selected Consolidated Financial Data—Non-GAAP Financial Measures.”

The offering

Issuer	Intapp, Inc.
Common stock offered by us	10,500,000 shares.
Common stock to be outstanding immediately after this offering	58,777,163 shares (or 60,352,163 shares, if the underwriters exercise their option to purchase additional shares of common stock in full).
Option to purchase additional shares of common stock	We have granted the underwriters an option to purchase up to 1,575,000 additional shares at the initial public offering price, less underwriting discounts and commissions.
Use of Proceeds	We estimate that our net proceeds from the sale of the common stock by us in this offering will be approximately $250.6 million (or approximately $289.5 million if the underwriters exercise their option to purchase 1,575,000 additional shares of common stock in full), assuming an initial public offering price of $26.50 per share (the midpoint of the price range set forth on the cover page of this prospectus) and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each $1.00 increase (decrease) in the assumed initial public offering price would increase (decrease) our net proceeds by approximately $9.8 million. We intend to use the $250.6 million of net proceeds we receive from this offering, as well as up to $27.4 million of cash on hand, to fully repay outstanding borrowings under the credit facility (as defined herein). Any additional net proceeds will be used to repay the outstanding borrowings under the credit facility in full and any remaining net proceeds will be used for general corporate purposes, including for acquisitions and other strategic transactions. As of the date of this prospectus, other than the repayment of indebtedness under the credit facility, we do not have a specific plan for any additional net proceeds to us from this offering and, accordingly, our management will have broad discretion over the use of the additional net proceeds, if any, from this offering.

	See the section titled “Use of Proceeds” for additional information.
Voting	Each share of our common stock will entitle its holder to one vote on all matters to be voted on by stockholders generally. Upon the completion of this offering, investors purchasing common stock in this offering will own approximately 17.9% of our common stock and will have approximately 17.9% of the voting power in Intapp, Inc. (or approximately 20.0% and 20.0%, respectively, if the underwriters exercise their option to purchase additional shares of common stock in full).
Dividends	We do not currently anticipate paying dividends on our common stock. Any declaration and payment of future dividends to holders of our common stock will be at the sole discretion of our board of directors and will depend on many factors, including our financial condition, earnings, capital requirements, level of indebtedness, statutory, and contractual restrictions applicable to the payment of dividends and other considerations that our board of directors deems relevant. Because we are a holding company and have no direct operations, we will only be able to pay dividends from our available cash on hand and any funds we receive from our subsidiaries. Certain of our debt agreements limit the ability of certain of our subsidiaries to pay dividends. In addition, Delaware law may impose requirements that may restrict our ability to pay dividends. See “Dividend Policy.”
Stockholders’ Agreement	Following the completion of this offering, we will have a stockholders’ agreement with Anderson and Great Hill that will provide certain rights to Anderson and Great Hill. See “Certain Relationships and Related Party Transactions—Stockholders’ Agreement.”
Proposed Nasdaq Global Market Symbol	“INTA”

Indications of Interest	Prior to the date hereof, the cornerstone investors have indicated an interest, severally and not jointly, in purchasing up to an aggregate of approximately $60 million of our shares in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the cornerstone investors may determine to purchase more, fewer or no shares in this offering or the underwriters may determine to sell more, fewer or no shares to any of the cornerstone investors. The underwriters will receive the same discount on any of our shares purchased by the cornerstone investors as they will on any other shares sold to the public in this offering.
Risk Factors	See “Risk Factors” for a discussion of factors you should carefully consider before deciding to invest in our common stock.
Directed Share Program	At our request, the underwriters have reserved up to 5% of the shares of common stock offered by this prospectus for sale, at the initial public offering price, to certain persons associated with us. Any reserved shares of our common stock that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares of our common stock offered by this prospectus. See the section titled “Underwriters—Directed Share Program.”

The number of shares of our common stock to be outstanding immediately after this offering is based on 48,277,163 shares of common stock outstanding as of March 31, 2021 (after giving effect to the conversion of all shares of convertible preferred stock outstanding as of March 31, 2021 into 19,034,437 shares of common stock) and excludes:

- 13,637,676 shares of our common stock issuable upon the exercise of options outstanding as of March 31, 2021, with a weighted-average exercise price of $8.85 per share;
- 1,010,745 shares of our common stock issuable upon the exercise of options to purchase shares of our common stock granted after March 31, 2021, with a weighted-average exercise price of $21.34 per share;
- 5,868,221 shares of common stock reserved for issuance under our 2021 Omnibus Incentive Plan (the “2021 Plan”, which will become effective as of the effective date of the registration statement of which this prospectus is a part) (which amount includes approximately 3,950,000

shares of performance stock units, and shares with an aggregate value of $1,200,000 underlying restricted stock units that we currently intend to grant to certain of our service providers upon effectiveness of this offering (composed of $900,000 in respect of non-employee directors and $300,000 in respect of non-employee non-director service providers)) not including (1) the remaining shares of common stock available for future issuance under our 2012 Stock Option and Grant Plan (the "2012 Plan") and (2) shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan, as well as any increases in the number of shares of our common stock reserved for future issuance under the 2021 Plan;

- 890,130 shares of common stock available for future issuance under the 2012 Plan and 332,807 shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan, which will become available for future issuance under the 2021 Plan; and
- 1,467,055 shares of our common stock reserved for future issuance under our 2021 Employee Stock Purchase Plan ("ESPP") which will become effective as of the effective date of the registration statement of which this prospectus is a part, as well as any shares of common stock that may be issued pursuant to provisions in our ESPP that increase the number of shares of our common stock reserved under the ESPP.

Unless otherwise indicated, the information in this prospectus assumes the following:

- an initial public offering price of $26.50 per share of common stock (the midpoint of the price range set forth on the cover page of this prospectus);
- the conversion of all outstanding shares of our convertible preferred stock into an aggregate of 19,034,437 shares of common stock in connection with the closing of this offering;
- no exercise of outstanding stock options subsequent to March 31, 2021;
- no exercise by the underwriters of their option to purchase additional shares; and
- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur immediately prior to the closing of this offering.

Summary consolidated financial data

The following tables summarize our consolidated financial data as of the dates, and for the periods, indicated. We have derived the summary consolidated statements of operations data and consolidated statement of cash flows data for the fiscal years 2019 and 2020 and consolidated balance sheet data as of June 30, 2019 and 2020 from our audited consolidated financial statements included elsewhere in this prospectus. We derived the consolidated statements of operations data for the nine months ended March 31, 2020 and 2021, and the consolidated balance sheet data as of March 31, 2021, from our unaudited consolidated financial statements included elsewhere in this prospectus. The unaudited consolidated financial statements include all adjustments, consisting of normal recurring adjustments, which we consider necessary for a fair presentation of the financial position and the results of operations for these periods. Our historical results are not necessarily indicative of the results that may be expected in the future. The following summary consolidated financial data should be read in conjunction with the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year ended June 30,		Nine Months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
	(in thousands, except share and per share data)			
Consolidated statements of operations:				
Revenues				
SaaS and support	$ 73,997	$ 114,125	$ 82,880	$104,644
Subscription license	48,939	48,427	37,256	31,530
Total recurring revenues	122,936	162,552	120,136	136,174
Professional services	20,287	24,300	19,168	17,202
Total revenues	143,223	186,852	139,304	153,376
Cost of revenues				
SaaS and support	23,170	37,677	27,924	29,981
Total cost of recurring revenues	23,170	37,677	27,924	29,981
Professional services	21,723	32,847	25,442	24,050
Restructuring	—	765	—	—
Total cost of revenues[1]	44,893	71,289	53,366	54,031
Gross profit	98,330	115,563	85,938	99,345
Operating expenses:				
Research and development[1]	28,826	42,090	32,643	37,136
Sales and marketing[1]	44,889	58,898	45,923	47,217
General and administrative[1][2]	28,718	28,491	23,041	28,310
Restructuring	—	2,894	—	—
Total operating expenses	102,433	132,373	101,607	112,663
Operating loss	(4,103)	(16,810)	(15,669)	(13,318)
Interest expense	(19,944)	(27,856)	(20,850)	(18,524)
Other income (expense), net	(898)	(896)	(827)	1,317
Net loss before income taxes	(24,945)	(45,562)	(37,346)	(30,525)
Income tax benefit (expense)	7,806	(353)	(287)	(329)

	Year ended June 30,		Nine Months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
	(in thousands, except share and per share data)			
Net loss	$ (17,139)	$ (45,915)	$ (37,633)	$ (30,854)
Less: cumulative dividends allocated to preferred shareholders	(12,044)	(14,048)	(10,353)	(11,581)
Net loss attributable to common stockholders	(29,183)	(59,963)	(47,986)	(42,435)
Net loss per share attributable to common stockholders, basic and diluted[3]	$ (1.25)	$ (2.49)	$ (1.99)	$ (1.54)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted[3]	23,338,800	24,109,146	24,079,727	27,587,758
Pro forma net loss per share attributable to common stockholders, basic and diluted[3]		$ (1.41)		$ (0.95)
Weighted-average number of shares used to compute pro forma net loss per share attributable to common stockholders, basic and diluted[3]		42,775,541		46,641,356
Consolidated statements of cash flows data:				
Net cash used in operating activities	$ (5,064)	$ (1,410)	$ (23,375)	$ (2,077)
Net cash used in investing activities	(194,605)	(5,134)	(3,965)	(4,035)
Net cash provided by financing activities	204,276	27,246	26,782	35,126
Effect of foreign exchange rates on cash and cash equivalents	(187)	(161)	(314)	874
Consolidated balance sheets data (at period end):				
Cash and cash equivalents	$ 21,501	$ 42,052		$ 71,332
Restricted cash	1,117	1,107		1,715
Total assets	366,236	377,012		412,547
Debt, net	268,320	279,458		275,310
Total liabilities	365,191	403,528		419,376
Convertible preferred stock	127,692	144,148		144,148
Total stockholders' deficit	(126,647)	(170,664)		(150,977)
Other Financial Data and Key Metrics				
Non-GAAP gross profit[4]	$ 103,805	$ 124,341	$ 92,038	$ 105,233
Non-GAAP recurring gross profit[5]	$ 105,124	$ 132,449	$ 97,954	$ 111,442
Non-GAAP operating profit (loss)[6]	$ 10,596	$ 2,327	$ (4,065)	$ 7,449
ARR[7]	$ 143,403	$ 172,573	$ 164,101	$ 200,974
Cloud ARR[8]	$ 47,270	$ 74,144	$ 65,206	$ 99,223

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

(1) Includes stock-based compensation as follows:

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
				(in thousands)
Cost of revenues:				
Cost of SaaS and support	$ 76	$ 203	$ 212	$ 188
Cost of professional services	117	439	358	639
Research and development	560	1,145	873	3,019
Sales and marketing	592	1,037	812	3,828
General and administrative	1,576	1,315	843	5,055
Total stock-based compensation	$ 2,921	$ 4,139	$ 3,098	$ 12,729

(2) Includes acquisition-related transaction costs of $3.4 million for fiscal year 2019.

(3) See Note 2 to our consolidated financial statements for an explanation of the calculations of our basic net loss per share attributable to common stockholders. The pro forma net loss per share attributable to common stockholders was computed using the weighted-average number of shares of common stock outstanding adjusted to give effect to (a) conversion of all outstanding shares of our convertible preferred stock into shares of common stock in connection with the closing of this offering, (b) the vesting of restricted stock related to early exercised options and associated recognition of stock-based compensation expense which will occur upon the effectiveness of this registration statement, and (c) additional stock-based compensation expense associated with options that vest upon the effectiveness of this registration statement. For each of these events, the calculation is as though the event had occurred as of the beginning of the period or on the date of issuance, if later.

The following table presents the calculation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the period indicated (in thousands, except share and per share data):

	Year ended June 30,	Nine months ended March 31,
	2020	2021
Numerator		
Net loss attributable to common stockholders	$ (59,963)	$ (42,435)
Stock-based compensation expense	(214)	(1,759)
Pro forma net loss attributable to common stockholders, basic and diluted	(60,177)	(44,194)
Denominator		
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	24,109,146	27,587,758
Pro forma adjustment to reflect the assumed conversion of the convertible preferred stock	18,666,395	19,034,437
Pro forma adjustment to reflect the vesting of restricted stock	—	19,161
Weighted-average number of shares used to compute pro forma net loss per share attributable to common stockholders, basic and diluted	42,775,541	46,641,356
Pro forma net loss per share attributable to common stockholders, basic and diluted	$ (1.41)	$ (0.95)

(4) We define Non-GAAP gross profit as GAAP gross profit before the portion related to cost of revenues of stock-based compensation expense, amortization of intangible assets, and certain restructuring costs. We believe Non-GAAP gross profit provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of gross profit. See “About this Prospectus—Non-GAAP Financial Measures.”

The following table provides a reconciliation of gross profit to non-GAAP gross profit (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
Gross profit	$ 98,330	$ 115,563	$ 85,938	$ 99,345
Adjusted to exclude the following (as related to cost of revenues):				
Stock-based compensation	193	642	570	827
Amortization of intangible assets	5,282	7,371	5,530	5,061
Restructuring costs	—	765	—	—
Non-GAAP gross profit	$ 103,805	$ 124,341	$ 92,038	$ 105,233

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

(5) We define Non-GAAP recurring gross profit as GAAP total recurring revenues less GAAP total cost of recurring revenues adjusted for the portion of cost related to stock-based compensation and amortization of intangible assets. We believe Non-GAAP recurring gross profit provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of recurring gross profit as management is focused on increasing sales associated with our recurring revenue stream. See "About this Prospectus—Non-GAAP Financial Measures."

The following table provides a reconciliation of recurring gross profit to non-GAAP recurring gross profit (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Total recurring revenues	$ 122,936	$ 162,552	$ 120,136	$ 136,174
Total cost of recurring revenues	23,170	37,677	27,924	29,981
Recurring gross profit	99,766	124,875	92,212	106,193
Adjusted to exclude the following (as related to recurring cost of revenues):				
Stock-based compensation	76	203	212	188
Amortization of intangible assets	5,282	7,371	5,530	5,061
Non-GAAP recurring gross profit	$ 105,124	$ 132,449	$ 97,954	$ 111,442

(6) We define Non-GAAP operating profit (loss) as GAAP operating loss excluding stock-based compensation expense, amortization of intangible assets, and certain acquisition-related transaction costs and restructuring costs. We believe Non-GAAP operating profit (loss) provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of operating loss. See "About this Prospectus—Non-GAAP Financial Measures."

The following table provides a reconciliation of GAAP operating loss to non-GAAP operating profit (loss) (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
Operating loss*	$ (4,103)	$ (16,810)	$ (15,669)	$ (13,318)
Adjusted to exclude the following (including the portion related to cost of revenues):				
Stock-based compensation	2,921	4,139	3,098	12,729
Amortization of intangible assets	8,383	11,339	8,506	8,038
Acquisition-related transaction costs	3,395	—	—	—
Restructuring costs	—	3,659	—	—
Non-GAAP operating profit (loss)	$ 10,596	$ 2,327	$ (4,065)	$ 7,449

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

(7) ARR represents the annualized recurring value of the current portion of all active SaaS and on-premises subscription contracts at the end of a reporting period. Contracts with a term other than one year are annualized by taking the committed contract value for the current period divided by number of days in that period then multiplying by 365. ARR mitigates fluctuations due to certain factors, including contract term and the sales mix of SaaS contracts and subscription licenses. ARR does not have any standardized meaning and is therefore unlikely to be comparable to similarly titled measures presented by other companies. ARR should be viewed independently of revenues and deferred revenues and is not intended to be combined with or to replace either of those items. ARR is not a forecast and the active contracts at the end of a reporting period used in calculating ARR may or may not be extended or renewed by our clients.

(8) Cloud ARR is the portion of our ARR which represents the annualized value of our SaaS contracts. We believe Cloud ARR provides important information about our ability to sell new SaaS subscriptions to existing clients and to acquire new SaaS clients.

Risk factors

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below, together with other information set forth in this prospectus, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes, before investing in our common stock. If any of the following risks or uncertainties actually occur, our business, financial condition, prospects, results of operations, and cash flow could be materially and adversely affected. In that case, the market price of our common stock could decline and you may lose all or a part of your investment. The risks discussed below are not the only risks we face. Additional risks or uncertainties not currently known to us, or that we currently deem immaterial, may also have a material adverse effect on our business, financial condition, prospects, results of operations, or cash flows. We cannot assure you that any of the events discussed in the risk factors below will not occur.

Risks related to our business and industry

Our rapid growth makes it difficult to evaluate our future prospects and may increase the risk that we will not continue to grow at or near historical rates.

We have been growing rapidly over the last several years, and as a result, our ability to forecast our future results of operations is subject to a number of uncertainties, including our ability to effectively plan for and model future growth. Our recent and historical growth should not be considered indicative of our future performance. In future periods, our revenues could grow more slowly than in recent periods or decline for a number of reasons, including any reduction in demand for our Intapp Platform, increase in competition, limited ability to, or our decision not to, increase pricing, or our failure to capitalize on growth opportunities. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies in new and rapidly changing markets. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our operating and financial results could differ materially from our expectations, our growth rates may slow and our business would suffer.

We have a history of losses and may not achieve or maintain profitability in the future.

We have incurred net losses of $17.1 million and $45.9 million in fiscal years 2019 and 2020, respectively, and $37.6 million and $30.9 million during the nine months ended March 31, 2020 and 2021, respectively. We must generate and sustain higher revenue levels in future periods to become profitable, and, even if we do, we may not be able to maintain or increase our profitability. We expect to continue to incur losses for the foreseeable future as we expend substantial financial and other resources on, among other things:

- sales and marketing, including expanding our direct sales team and online marketing programs;
- investments in the development of new products and new features for, and enhancements of, our existing product portfolio;
- expansion of our operations and infrastructure organically and through acquisitions and strategic partnerships, both domestically and internationally; and

- general administration, including legal, risk management, accounting, and other expenses related to being a public company.

These expenditures may not result in additional revenues or the growth of our business. Accordingly, we may not be able to generate sufficient revenues to offset our expected cost increases and achieve and sustain profitability. If we fail to achieve and sustain profitability, the market price of our common stock could decline.

All of our revenues are generated by sales to clients in our targeted verticals, and factors, including U.S. and global market and economic conditions, that adversely affect the applicable industry could also adversely affect us.

Currently, all of our sales are to clients in the professional and financial services industry. Demand for our solutions could be affected by factors that are unique to and adversely affect our targeted verticals. In particular, our clients in the professional and financial services industry are highly regulated, subject to intense competition and impacted by changes in general economic and market conditions. For example, changes in applicable laws and regulations could significantly impact the software functionality demanded by our clients and require us to expend significant resources to ensure our solutions continue to meet their evolving needs. In addition, other industry-specific factors, such as industry consolidation or the introduction of competing technology, could lead to a significant reduction in the number of clients that use our solutions within a particular vertical or the services demanded by these clients.

Further, our clients in the professional and financial services industry are particularly sensitive to U.S. and global market and economic conditions. General worldwide economic conditions remain unstable, making it difficult for our clients and us to forecast and plan future business activities accurately. Adverse changes in domestic and global economic and political conditions, including those associated with the decision by referendum to withdraw the United Kingdom from the European Union in June 2016 (“Brexit”), the recent imposition of various trade tariffs and the COVID-19 pandemic, could result in significant decreases in demand for our solutions, including the delay or cancellation of current or anticipated projects, and reduction in IT spending by our clients and potential clients, or could present difficulties in collecting accounts receivables from our clients due to their deteriorating financial condition. Our existing clients may be acquired by or merged into other entities that use our competitors’ products, or they may decide to terminate their relationships with us for other reasons. Additionally, our market verticals are also interdependent. Our clients in the professional services industry rely significantly on revenues they receive from their own clients in the financial services industry, thus a decline in one vertical can lead to a decline in the other vertical. As a result, our ability to generate revenues from our clients could be adversely affected by specific factors that affect the professional and financial services industry.

Public health outbreaks, epidemics, or pandemics, including the global COVID-19 outbreak, could harm our business, results of operations, and financial condition.

Public health outbreaks, epidemics or pandemics, could materially and adversely impact our business. For example, in March 2020, the World Health Organization declared the COVID-19 virus outbreak a global pandemic, and numerous countries, including the United States, have declared national emergencies with respect to COVID-19. The outbreak and certain intensified preventative or protective public health measures undertaken by governments, businesses, and individuals to contain the spread of COVID-19, including orders to shelter-in-place and restrictions on travel and

permitted business operations, have, and continue to, result in global business disruptions that adversely affect workforces, organizations, economies, and financial markets globally, leading to an economic downturn and increased market volatility.

As a result of the COVID-19 pandemic, we have experienced, and may continue to experience, an adverse impact on our business. The conditions caused by the pandemic have adversely affected or may in the future adversely affect, among other things, demand, spending by new clients, renewal and retention rates of existing clients, the length of our sales cycles, the value and duration of subscriptions, collections of accounts receivable, our IT and other expenses, our ability to recruit, and the ability of our employees to travel, all of which could adversely affect our business, results of operations and financial condition. We have suspended international and domestic travel and limited our in-person marketing activities. The outbreak also presents operational challenges as our workforce, including our technical support team, is currently working remotely and shifting to assisting clients who are also generally working remotely. We depend on key officers and employees; should any of them become ill and unable to work, it could impact our productivity and business continuity. Additionally, we may incur increased costs in the future when employees return to work and we will need to implement measures to ensure their safety and as they resume in person marketing events and travel.

Our clients have similarly been impacted by the COVID-19 pandemic. Certain clients have and may continue to fail to renew subscriptions, request to renegotiate current contracts, reduce their usage, and/or fail to expand their usage of our solutions within their organizations. Because we recognize revenues over the term of the agreements for our SaaS solutions, any downturn in our business resulting from the COVID-19 pandemic may not be reflected immediately in our operating results, which increases the difficulty of evaluating our future financial performance. Further, our sales cycles could increase, resulting in a slower growth of new sales. Certain of our competitors may also be better equipped to weather the impact of COVID-19 both domestically and abroad and better able to address changes in client demand.

To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this “Risk Factors” section, such as those relating to our liquidity, and have other adverse effects on our operations that we are not currently able to predict. For example, we have, and may continue to delay or limit our internal strategies in the short- and medium-term by, for example, redirecting significant resources and management attention away from implementing our strategic priorities or executing opportunistic corporate development transactions. The extent, length and consequences of the pandemic on our business are uncertain and impossible to predict, but could have a material adverse effect on our business, financial condition, results of operations, cash flows, and prospects and could cause significant volatility in the trading prices of our common stock.

If our solutions or third-party cloud providers experience data security breaches, and there is unauthorized access to our clients’ data, we may lose current or future clients, our reputation and business may be harmed, and we may be subject to a risk of loss or liability.

Our clients and potential clients in the professional and financial services industry typically maintain and have access to highly confidential information. If our security measures are breached or unauthorized access to client data is otherwise obtained, our solutions may be perceived as not being secure; clients, especially those in the professional and financial services industry, may reduce the use of or stop using our solutions, and we may incur significant liabilities. Our solutions involve

the storage and transmission of data, in some cases to third-party cloud providers, which may include personal data, and security breaches, including at third-party cloud providers, could result in the loss of this information, which in turn could result in litigation, breach of contract claims, indemnity obligations, reputational damage and other liability for our company. Despite the measures that we have or may take, our infrastructure will be potentially vulnerable to physical or electronic break-ins, computer viruses or similar problems, and in the case of third-party cloud providers, may be outside of our control. If a person circumvents our security measures, that person could misappropriate proprietary information or disrupt or damage our operations. Security breaches that result in access to confidential information could damage our reputation and subject us to a risk of loss or liability. We may be required to make significant expenditures to protect against or remediate security breaches. Additionally, if we are unable to adequately address our clients' concerns about security, we will have difficulty selling our solutions.

We rely on third-party technology and systems for a variety of services, including, without limitation, third-party cloud providers to host our websites and web-based services, encryption and authentication technology, employee email, content delivery to clients, back-office support and other functions, and our ability to control or prevent breaches of any of these systems may be beyond our control. Because techniques used to obtain unauthorized access or sabotage systems change frequently and generally are not identified until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Although we have developed systems and processes that are designed to protect client information and prevent data loss and other security breaches, including systems and processes designed to reduce the impact of a security breach at a third-party vendor, such measures cannot provide absolute security. In addition, we may have to introduce such protective systems and processes to acquired companies, who may not correctly implement them at first or at all. Any or all of these issues could negatively impact our ability to attract new clients or to increase engagement by existing clients, could cause existing clients to elect not to renew their subscription arrangements or term licenses, or could subject us to third-party lawsuits, regulatory fines or other action or liability, thereby adversely affecting our results of operations. Our risks are likely to increase as we continue to expand our platform, grow our client base, and process, store, and transmit increasingly large amounts of proprietary and sensitive data.

Our business depends on clients renewing and expanding their subscriptions for our solutions. A decline in our client renewals and expansions could harm our future results of operations.

Our software solutions are provided on a subscription basis, with subscription terms varying from one to three years. Although most of our client subscriptions automatically renew at the end of their terms, our clients do have the opportunity to cancel their subscriptions prior to such renewals. Clients may elect not to renew their subscriptions on conclusion of the terms on relatively short notice. The loss of business from clients, including from cancellations, could seriously harm our business, results of operations and financial condition. Historical data with respect to rates of client renewals, upgrades and expansions of our solutions, may not accurately predict future trends in client renewals, upgrades and expansions of our solutions. Our clients' renewal, upgrade and expansion rates may fluctuate or decline because of several factors, including their satisfaction or dissatisfaction with our solutions and implementation services, the prices of our solutions, the prices of solutions and the quality of implementation services offered by our competitors or reductions in our clients' spending levels due to the macroeconomic environment or other factors. If our clients do not renew their subscriptions for our solutions or renew on less favorable terms, or otherwise do not upgrade or expand their use of our solutions, our revenues may decline or grow more slowly than expected and our profitability will be harmed.

Because we recognize revenues from our SaaS solutions over the term of the agreements for our subscriptions, a significant downturn in our business may not be reflected immediately in our operating results, which increases the difficulty of evaluating our future financial performance.

We generally recognize revenues from our SaaS solutions ratably over the duration of the contract, which typically range from one to three years. As a result, a substantial majority of our quarterly revenues from our SaaS solutions are generated from contracts entered into during prior periods. Consequently, a decline in new contracts in any quarter may not affect our results of operations in that quarter, but could reduce our revenues from our SaaS solutions in future quarters. Additionally, the timing of renewals or non-renewals of a contract during any quarter may only affect our financial performance in future quarters. For example, the non-renewal of a contract late in a quarter will have minimal impact on revenues from our SaaS solutions for that quarter but will reduce such revenues in future quarters. Accordingly, the effect of significant declines in sales of our solutions may not be reflected in our short-term results of operations, which would make these reported results less indicative of our future financial results. By contrast, a non-renewal occurring early in a quarter may have a significant negative impact on revenues from our SaaS solutions for that quarter and we may not be able to offset a decline in such revenues with revenues from new contracts entered into in the same quarter. In addition, we may be unable to adjust our costs in response to reduced revenues from our SaaS solutions. These factors may cause significant fluctuations in our results of operations and cash flows, may make it challenging for an investor to predict our performance and may prevent us from meeting or exceeding the expectations of research analysts or investors, which in turn may cause our stock price to decline.

Our sales cycles are lengthy and variable, depend upon factors outside our control, and could cause us to expend significant time and resources prior to generating revenues.

The typical sales cycle for our solutions is lengthy and unpredictable and often requires pre-purchase evaluation by a significant number of employees in our clients' organizations. Our sales efforts involve educating our clients about the use and benefits of our solutions, including the technical capabilities of our solutions and the potential cost savings achievable by organizations using our solutions. Potential clients typically undertake a rigorous pre-purchase decision-making and evaluation process, and sales to new clients involve extensive client due diligence and reference checks. We invest a substantial amount of time and resources on our sales efforts without any assurance that our efforts will produce sales. Even if we succeed at completing a sale, we may be unable to predict the size of an initial subscription arrangement until very late in the sales cycle.

Furthermore, our sales cycles could be disrupted by factors outside of our control. We are closely monitoring the COVID-19 pandemic and the public health measures undertaken to contain the spread and its impacts on our business. We have implemented formal restrictions on travel in accordance with recommendations by the U.S. federal government and the Centers for Disease Control and Prevention. Our clients, partners, and prospective clients are enacting their own preventative policies and travel restrictions and may be adversely impacted by the COVID-19 pandemic. Widespread restrictions on travel and in-person meetings could affect and interrupt sales activity. We are unable to predict the impact that COVID-19 may have going forward on our business, results of operations, or financial position. See "Risk Factors—Risks Related to Our Business and Industry—Public health outbreaks, epidemics, or pandemics, including the global COVID-19 outbreak, could harm our business, results of operations, and financial condition."

Our growth strategy is focused on continuing to develop our SaaS solutions, which may increase our costs. In addition, if we are unable to successfully grow our SaaS solutions business or navigate our growth strategy, our results of operations could be harmed.

To address demand trends in the professional and financial services industry, we have focused on and plan to continue focusing on the growth and expansion of our SaaS solutions business. This growth strategy has required and will continue to require a considerable investment of technical, financial and sales resources. We have no assurance that such investments will result in an increase in revenues or that we will be able to scale such investments efficiently, or at all, to meet client demand and expectations. Our focus on our SaaS solutions business may increase certain costs in any given period, such as data center costs, and may be difficult to predict over time. As a result, we may face risks associated with new and complex implementations, the cost of which may differ from original estimates. As our business practices in this area continue to develop and evolve over time, we may be required to revise the SaaS solutions we have developed, which may increase the costs and risks associated with these offerings. Whether our product development efforts or focus on SaaS solutions will prove successful and accomplish our business objectives is subject to numerous uncertainties and risks, including but not limited to, client demand, our ability to further develop and scale infrastructure, our ability to include functionality and usability in such offerings that address client requirements, tax and accounting implications and our costs.

If we are unable to develop, introduce and market new and enhanced versions of our solutions, we may be put at a competitive disadvantage and our operating results could be adversely affected.

Our ability to attract new clients and increase revenues from our existing clients depends, in part, on our continued ability to enhance the functionality of the existing solutions on the Intapp Platform by developing, introducing, and marketing new and enhanced versions of our solutions that address the evolving needs of our clients and changing industry standards. Because some of our solutions are complex and require rigorous testing, development cycles can be lengthy and can require months or even years of development, depending upon the solution and other factors. As we expand internationally, our products and services must be modified and adapted to comply with regulations and other requirements of the countries in which our clients do business.

Additionally, market conditions, including heightened pressure on clients from end-users relating to mobile computing devices and speed of delivery, may dictate that we change the technology platform underlying our existing solutions or that new solutions be developed on different technology platforms, potentially adding significant time and expense to our development cycles. The nature of these development cycles may cause us to experience delays between the time we incur expenses associated with research and development and the time we generate revenues, if any, from such expenses.

If we fail to develop new solutions or enhancements to our existing solutions, our business could be adversely affected, especially if our competitors are able to introduce solutions with enhanced functionality. It is critical to our success for us to anticipate changes in technology, industry standards, and client requirements and to successfully introduce new, enhanced, and competitive solutions to meet our clients' and prospective clients' needs on a timely basis. We have invested and intend to continue to make significant investments in research and development to meet these challenges. However, we may not recognize significant revenues from these investments

for several months or years, if at all. Our estimates of research and development expenses may be too low, revenues may not be sufficient to support the future product development that is required for us to remain competitive and development cycles may be longer than anticipated. Further, there is no assurance that research and development expenditures will lead to successful solutions or enhancements to our existing solutions, or that our clients will value or be willing to bear the cost of our new solutions. If we incur significant expenses developing solutions that are not competitive in technology and price or that fail to meet client demands, our market share will decline and our business and results of operations would be harmed.

If the market for SaaS solutions for professional and financial services develops slower than we expect or declines, it could have a material adverse effect on our business, financial condition and results of operations.

While the market for SaaS solutions for the professional and financial services industry is growing, it is not as mature as the market for legacy on-premises applications. It is uncertain whether our SaaS solutions will achieve and sustain high levels of client demand and market acceptance, particularly in the professional and financial services industry. Many professional and financial services firms run their businesses using on-premises software applications, while others may have invested substantial resources to integrate a variety of point solutions into their organizations to address one or more specific business needs and, therefore, may be reluctant to switch to SaaS solutions. Our success substantially depends on the adoption of cloud computing and SaaS solutions in the professional and financial services industry, which may be affected by, among other things, the widespread acceptance of cloud computing and SaaS solutions in other industries and in general. Market acceptance of our SaaS solutions may be affected by a variety of factors, including but not limited to: price, security, reliability, performance, client preference, public concerns regarding privacy and the enactment of restrictive laws or regulations. It is difficult to predict client adoption rates and demand for our SaaS solutions, the future growth rate and size of the cloud computing market or the entry of other competitive applications. If we or other providers of cloud-based computing in general, and in the professional and financial services industry in particular, experience security incidents, loss of client data, disruptions in delivery, or other problems, the market for cloud computing applications as a whole, including our SaaS solutions, may be negatively affected. If cloud computing does not achieve widespread adoption or there is a reduction in demand for cloud computing caused by a lack of client acceptance, technological challenges, weakening economic conditions, security or privacy concerns, competing technologies and solutions, reductions in corporate spending or otherwise, it could have a material adverse effect on our business, financial condition, and results of operations.

Our estimates of certain operational metrics, as well as of total addressable market and market growth, are subject to inherent challenges in measurement.

We make certain estimates with regard to certain operational metrics, such as ARR, Cloud ARR, and number of clients, which we track using internal systems that are not independently verified by any third-party. While the metrics presented in this prospectus are based on what we believe to be reasonable assumptions and estimates, our internal systems have a number of limitations, and our methodologies for tracking these metrics may change over time.

Additionally, total addressable market and market growth estimates are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Even if the markets in which we compete meet our size and growth estimates, our business could fail

to grow at similar rates. If investors do not perceive our estimates of total addressable market and market growth or our operational metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, and our results of operations and financial condition could be adversely affected.

If we are unable to develop or sell our solutions into new markets or to further penetrate existing markets, our revenues will not grow as expected and our operating results could be adversely affected.

Our ability to increase revenues will depend, in large part, on our ability to further penetrate our existing markets and to attract new clients, as well as our ability to generate subscription renewals from existing clients and to increase sales from existing clients who do not utilize the full Intapp Platform. The success of any enhancement or new solution or service depends on several factors, including the timely completion, introduction and market acceptance of enhanced or new solutions, adaptation to new industry standards that our solutions address and technological changes, the ability to maintain and to develop relationships with third parties and the ability to attract, retain and effectively train sales, services, support and marketing personnel. Any new solutions we develop or acquire may not be introduced in a timely or cost-effective manner and may not achieve the market acceptance necessary to generate significant revenues. Any new industry standards or practices that emerge, or any introduction by competitors of new solutions embodying new services or technologies, may cause our solutions to become obsolete. Any new markets in which we attempt to sell our solutions, including new countries or regions, may not be receptive or sales cycles may be delayed due to COVID-19. Additionally, any expansion into new markets will require commensurate ongoing expansion of our monitoring of local laws and regulations, which increases our costs. Our ability to further penetrate our existing markets depends on the quality of our solutions and our ability to design our solutions to meet changing consumer demands and industry standards, as well as our ability to assure that our clients will be satisfied with our existing and new solutions. If we are unable to sell our solutions into new markets or to further penetrate existing markets, or to increase sales from existing clients by selling them additional software and services, our revenues will not grow as expected, which would have a material adverse effect on our business, financial condition, and results of operations.

We compete in highly competitive markets, and if we do not compete effectively, our business, results of operations, and financial condition could be negatively impacted and cause our market share to decline.

The markets for our solutions and services are rapidly evolving and highly competitive. As these markets continue to mature and new technologies and competitors enter such markets, we expect competition to intensify. Our current competitors include large solution providers that focus on one or more point solutions, legacy systems, and manual processes developed by or for our clients, new or emerging entrants seeking to develop competing technologies and well-established horizontal solution providers that provide broad solutions across multiple verticals. Specifically, we compete from time to time with large software companies such as SAP, Salesforce, and Microsoft. The competitors we face in any sale may change depending on, among other things, the line of business, functional or regional group or department purchasing the solution, the solution being sold, the geography in which we are operating and the size of the client to which we are selling.

We compete based on various factors, including unique product features or functions, configurability, price and the time and cost required for software implementation. Outside of the

United States, we are more likely to compete against vendors that may further differentiate themselves based on local advantages in language or market knowledge. Some of our current and potential competitors may have longer operating histories and greater financial, technical, sales, marketing, and other resources than we do, as well as larger installed client bases. Our current and potential competitors may also establish cooperative relationships or engage in other strategic transactions among themselves or with third parties, including our clients, to further enhance their resources and offerings. As a result, such competitors may be able to devote greater resources to the development, promotion, and sale of their solutions than we can devote to ours, which could allow them to respond more quickly than we can to new or emerging technologies and changes in client needs, thus leading to their wider market acceptance. Existing relationships with our competitors may make those clients less willing to purchase our solutions. For instance, if a potential client uses one product from a competitor that powers a critical element of the client's day-to-day operations, they may be more likely to turn to such competitor in the future to the extent they require further product solutions, rather than purchasing one or more solutions from the Intapp Platform. If we are unable to compete effectively with these evolving competitors for market share, our business, results of operations, and financial condition would be materially and adversely affected.

Our industry is evolving rapidly and we anticipate the market for solutions will become increasingly competitive as our current and potential clients move a greater proportion of their data and computational needs to the cloud or to future generation technologies. New competitors may emerge that offer services either comparable or better suited than ours to address the demand for such solutions, which could reduce demand for our offerings. Continuing intense competition could result in increased pricing pressure, increased sales and marketing expenses, increased expenses associated with personnel and third-party services and greater investments in research and development, each of which could negatively impact our profitability. In addition, the failure to increase, or the loss of, market share, would harm our business, results of operations, financial condition, and/or future prospects.

We may continue to expand through acquisitions or partnerships with other companies, which may divert our management's attention and result in unexpected operating and technology integration difficulties, increased costs, and dilution to our stockholders.

We expect to continue to grow, in part, by making targeted acquisitions. Our business strategy includes the potential acquisition of shares or assets of, or alliances with companies with software, technologies or businesses complementary to ours, both domestically and globally. For example, in fiscal year 2019, we acquired DealCloud, the CRM provider for investment and private banking, gwabbit, a CRM provider with its focus on enterprise relationship management (ERM), relationship intelligence and data quality management (DQM) for implementation services firms, and OnePlace, a leading provider of cloud-based solutions for marketing and business development teams. Acquisitions and alliances may result in unforeseen operating difficulties and expenditures and may not result in the benefits anticipated by such corporate activity.

In particular, we may fail to assimilate or integrate the businesses, technologies, services, products, personnel or operations of the acquired companies, retain key personnel necessary to favorably execute the combined companies' business plan, or retain existing clients or sell acquired products to new clients. Additionally, the assumptions we use to evaluate acquisition opportunities may not prove to be accurate, and intended benefits may not be realized. Our due diligence investigations may fail to identify all of the problems, liabilities or other challenges

associated with an acquired business which could result in increased risk of unanticipated or unknown issues or liabilities, including with respect to environmental, competition and other regulatory matters, and our mitigation strategies for such risks that are identified may not be effective. As a result, we may not achieve some or any of the benefits, including anticipated synergies or accretion to earnings, that we expect to achieve in connection with our acquisitions, or we may not accurately anticipate the fixed and other costs associated with such acquisitions, or the business may not achieve the performance we anticipated, which may materially adversely affect our business, prospects, financial condition, results of operations, cash flows, as well as our stock price. Further, if we fail to achieve the expected synergies from our acquisitions and alliances, particularly if business performance declines or expected growth is not realized, we may experience impairment charges with respect to goodwill, intangible or other long-lived assets. Any future impairment of our goodwill or intangible or other long-lived assets could have an adverse effect on our financial condition and results of operations.

Acquisitions and alliances may also disrupt our ongoing business, divert our resources and require significant management attention that would otherwise be available for ongoing development of our current business. In addition, we may be required to make additional capital investments or undertake remediation efforts to ensure the success of our acquisitions, which may reduce the benefits of such acquisitions. We also may be required to use a substantial amount of our cash or issue debt or equity securities to complete an acquisition or realize the potential of an alliance, which could deplete our cash reserves and/or dilute our existing stockholders. In addition, our ability to maintain favorable pricing of new solutions may be challenging if we bundle such solutions with sales of existing solutions. Reduced pricing due to bundled sales may cause fluctuations in our quarterly financial results, may adversely affect our operating margins and may reduce the benefits of such acquisitions or alliances.

Additionally, competition within the software industry for acquisitions of businesses, technologies and assets has been, and is expected to continue to be, intense. As such, even if we are able to identify an acquisition that we would like to pursue, the target may be acquired by another strategic buyer or financial buyer such as a private equity firm, or we may otherwise not be able to complete the acquisition on commercially reasonable terms, if at all. Moreover, in addition to our failure to realize the anticipated benefits of any acquisition, including our revenues or return on investment assumptions, we may be exposed to unknown liabilities or impairment charges as a result of acquisitions we do complete.

If we fail to effectively manage our growth, our business and results of operations could be harmed.

We have experienced, and may continue to experience, rapid growth, which has placed, and may continue to place, significant demands on our management and our operational and financial resources. For example, our headcount has grown from 606 employees and contractors as of June 30, 2019 to 754 employees and contractors as of March 31, 2021. In addition, we operate globally, sell our services to more than 1,600 clients in more than 40 countries, and have employees and contractors in the United States, United Kingdom and Australia. We plan to continue to expand our international presence in the future, which will place additional demands on our resources and operations. Additionally, we continue to increase the breadth and scope of our Intapp Platform and our operations and continue to develop our partner network. In order to successfully manage our future growth we will need to continue to add and retain qualified personnel across our operations, improve our IT and financial infrastructures, our operating and administrative systems, and our ability to manage headcount, capital, and internal processes in

an efficient manner and deepen our industry experience in key industry verticals. Our organizational structure is also becoming more complex as we grow our operational, financial, and management infrastructure and we must continue to improve our internal controls as well as our reporting systems and procedures. We intend to continue to invest to expand our business, including investing in technology, sales and marketing operations, developing new solutions and features for our existing solutions, hiring additional personnel, and upgrading our infrastructure. These investments will require significant capital expenditures and may divert management and financial resources from other projects, such as the development of new solutions, and any investments we make will occur in advance of experiencing the benefits from such investments, making it difficult to determine in a timely manner if we are efficiently allocating our resources. We may also deem it advisable in the near-term or later to downsize certain of our offices in order to reduce costs, which may cause us to incur related charges. If we do not achieve the benefits anticipated from these investments, or if the achievement of these benefits is delayed, our results of operations may be adversely affected.

Our solutions address functions within the heavily regulated professional and financial services industry, and our clients' failure to comply with applicable laws and regulations could subject us to litigation.

We sell our solutions to clients within the professional and financial services industry. Our clients use our solutions for business activities that are subject to a number of laws and regulations, including state and local legal, accounting, and other types of professional ethics rules. Any failure by our clients to comply with laws and regulations applicable to their businesses, and in particular to the functions for which our solutions are used, could result in fines, penalties or claims for substantial damages against our clients. To the extent our clients believe that such failures were caused by our solutions or our client service organization, our clients may make a claim for damages against us, regardless of whether we are responsible for the failure. We may be subject to lawsuits that, even if unsuccessful, could divert our resources and our management's attention and adversely affect our business, and our insurance coverage may not be sufficient to cover such claims against us.

Our solutions or pricing models may not accurately reflect the optimal pricing necessary to attract new clients and retain existing clients as the market matures.

As the market for our solutions matures, or as competitors introduce new solutions that compete with ours, we may be unable to attract new clients at the same price or based on the same pricing models as we have used historically. We price our solutions based on an enterprise size basis with enterprise-wide access to our solutions or based on the number of individual users, and therefore, pricing decisions may also impact the mix of adoption among our subscription plans and negatively impact our overall revenues. Further, pricing pressures and increased competition generally could result in reduced sales, reduced margins, losses, or the failure of our products to achieve or maintain more widespread market acceptance, any of which could harm our business, results of operations, and financial condition. In the future, we may be required to reduce our prices or develop new pricing models, which could adversely affect our revenues, gross margin, profitability, financial position, and cash flow.

We have in the past, and may in the future, incur indebtedness that could adversely affect our financial flexibility and expose us to risks that could materially adversely affect our liquidity and financial condition.

As of March 31, 2021, on a pro forma basis after giving effect to the application of the net proceeds of this offering as described in "Use of Proceeds," as well as up to $27.4 million of cash on hand, we would have no outstanding indebtedness. We may incur additional indebtedness in the future, including borrowings under the New Revolving Credit Facility, which we plan to enter into as described in "Prospectus Summary—Recent Developments—New Revolving Credit Facility," which could have significant effects on our business, including:

- limiting our ability to borrow additional amounts to fund capital expenditures, acquisitions, debt service requirements, execution of our growth strategy and other purposes;
- limiting our ability to make investments, including acquisitions, loans and advances, and to sell, transfer or otherwise dispose of assets;
- requiring us to dedicate a substantial portion of our cash flow from operations to pay principal and interest on our borrowings, which would reduce availability of our cash flow to fund working capital, capital expenditures, acquisitions, execution of our growth strategy and other general corporate purposes;
- increasing our vulnerability to adverse changes in general economic, industry and competitive conditions, in government regulation and in our business by limiting our ability to plan for and react to changing conditions;
- placing us at a competitive disadvantage compared with our competitors that have less debt; and
- exposing us to risks inherent in interest rate fluctuations if our future borrowings are at variable rates of interest, which could result in higher interest expense in the event of increases in interest rates.

In addition, we may not be able to generate sufficient cash flow from our operations to repay our future indebtedness when it becomes due and to meet our other cash needs. If we are not able to pay our borrowings under future indebtedness as they become due, we will be required to pursue one or more alternative strategies, such as selling assets, refinancing or restructuring our indebtedness or selling additional debt or equity securities. We may not be able to refinance our future debt or sell additional debt or equity securities or our assets on favorable terms, if at all, and if we must sell our assets, it may negatively affect our business, financial condition and results of operations. In addition, we may be subject to prepayment penalties depending on when we repay our future indebtedness, which amounts could be material.

Failure of any of our established solutions to satisfy client demands or to maintain market acceptance would harm our business, results of operations, financial condition, and growth prospects.

We derive our revenues and cash flows from our established solutions on the Intapp Platform. We expect to continue to derive a substantial portion of our revenues from these sources. As such, continued market acceptance of these solutions is critical to our growth and success. Demand for our solutions is affected by a number of factors, some of which are beyond our control, including the successful implementation of our solutions, the timing of development and

release of new solutions by us and our competitors, technological advances which reduce the appeal of our solutions, changes in regulations that our clients must comply with in the jurisdictions in which they operate and the growth or contraction in the worldwide market for technological solutions for the professional and financial services industry. If we are unable to continue to meet client demands, to achieve and maintain a technological advantage over competitors, or to maintain market acceptance of our solutions, our business, results of operations, financial condition, and growth prospects would be adversely affected.

Our ability to sell and renew our solutions is dependent in part on the quality of our implementation services and technical support services and the implementation services provided by our partners, and our failure to offer high-quality implementation services or technical support services or our partners' failure to offering high-quality implementation services could damage our reputation and adversely affect our ability to sell our solutions to new clients and renew agreements with our existing clients.

Our solutions are complex and are used in a wide variety of environments. Our revenues and profitability depend in part on the reliability and performance of our implementation services, training services and technical support services, some of which are provided through partners that can provide services for our solutions to clients. If our implementation services are unavailable, or clients are dissatisfied with our or our partners' performance, we could lose clients, our revenues and profitability would decrease and our business operations or financial position could be harmed. Additionally, if our solutions are not used correctly or as intended, inadequate performance may result. Because our clients rely on our solutions to manage a wide range of operations, our failure to properly train clients on how to efficiently and effectively use our solutions, may result in negative publicity or legal claims against us. As we grow internationally, we may face additional challenges and costs in delivering implementation services and training in languages other than English.

Unexpected delays and difficulties can occur as clients implement and test our solutions. Implementing our solutions typically involves integration with our clients' and third-party's systems, as well as adding client and third-party data to our platform. This can be complex, time consuming, and expensive for our clients and can result in delays in the implementation of our solutions. We also provide our clients with upfront estimates regarding the duration, resources and costs associated with the implementation of our solutions. Failure to meet these upfront estimates and the expectations of our clients for the implementation of our solutions could result in a loss of clients and negative publicity about us and our solutions and implementation services. Such failure could result from deficiencies in our solution capabilities or inadequate professional service engagements performed by us, our partners or our clients' employees, the latter two of which are beyond our direct control. Time-consuming implementations may also increase the amount of services personnel we must allocate to each client, thereby increasing our costs and consequently the cost to our clients and adversely affecting our business, results of operations, and financial condition.

Once our solutions are implemented and integrated with our clients' existing IT investments and data, our clients may depend on our technical support services to resolve any issues relating to our solutions. High-quality support is critical for the continued successful marketing and sale of our solutions and renewal of contracts. In addition, as we continue to expand our operations internationally, our support organization will face additional challenges, including those associated with delivering support in languages other than English. Many enterprise clients require higher levels of support than smaller clients. If we fail to meet the requirements of our larger clients, it may be more difficult to sell additional solutions and implementation services to these clients, a key group for the growth of our revenues and profitability. The implementation,

provision and support of our solutions also creates the risk of significant liability claims against us. Our subscription arrangements with our clients contain provisions designed to limit our exposure to potential liability claims. It is possible, however, that the limitation of liability provisions contained in such agreements may not be enforced as a result of international, federal, state and local laws or ordinances or unfavorable judicial decisions. Breach of warranty or damage liability, or injunctive relief resulting from such claims, could harm our results of operations and financial condition.

In addition, as we further expand our solutions, our implementation services and support organization will face new challenges, including hiring, training and integrating a large number of new implementation services personnel with experience in delivering high-quality support for our solutions. Alleviating any of these problems could require significant expenditures which could adversely affect our results of operations and growth prospects. Further, as we continue to rely on our partners to provide implementation and on-going services, our ability to ensure a high level of quality in addressing client issues will be diminished. If our partners fail to meet such commitments or do not commit sufficient or qualified resources to these activities, our clients will be less satisfied, be less supportive with references, or may require the investment of our resources at discounted rates.

Our sales are dependent on our business reputation and on positive recommendations from our existing clients. Accordingly, if we or our partners do not effectively assist our clients in implementing our solutions, train our clients in the use of our solutions, succeed in helping our clients quickly resolve post-implementation issues, our ability to sell additional solutions and implementation services to existing clients would be adversely affected and our reputation with potential clients could be damaged, which could have a material adverse effect on our business, results of operations, financial condition, and growth prospects.

Real or perceived errors or failures in our solutions may affect our reputation, cause us to lose clients and reduce sales which may harm our business and results of operations.

As with all software solutions, undetected errors or failures may exist or occur, especially when solutions are first introduced or when new versions are released, implemented or integrated into other systems. Our software solutions are often installed and used in large-scale computing environments with different third party applications operating systems, system management software and equipment and networking configurations, which may cause errors or failures in our solutions or may expose undetected errors, failures, or bugs in our solutions. Despite testing by us, we may not identify all errors, failures, or bugs in new solutions or releases until after commencement of commercial sales or installation. In the past, we have discovered errors, failures, and bugs in some of our solutions after their introduction. We may not be able to fix errors, failures, and bugs without incurring significant costs or an adverse impact to our business. We believe that our reputation and name recognition are critical factors in our ability to compete and generate additional sales. Promotion and enhancement of our name will depend largely on our success in continuing to provide effective solutions and services. The occurrence of errors in our solutions or the detection of bugs by our clients may damage our reputation in the market and our relationships with our existing clients, and as a result, we may be unable to attract or retain clients. Any of these events may result in the loss of, or delay in, market acceptance of our solutions, which could seriously harm our sales, results of operations, and financial condition.

Assertions against us, by third parties alleging infringement or other violation of their intellectual property rights, could result in significant costs and substantially harm our business and results of operations.

The software industry is characterized by the existence of a large number of patents and frequent claims and related litigation regarding patents and other intellectual property rights. In particular, leading companies in the software industry own large numbers of patents, copyrights, trademarks, and trade secrets, which they may use to assert claims against us. From time to time, third parties holding such intellectual property rights, including leading companies, competitors, patent holding companies, and/or non-practicing entities, may assert patent, copyright, trademark or other intellectual property claims against us, our clients, and partners, and those from whom we license technology and intellectual property.

Although we believe that our solutions do not infringe upon the intellectual property rights of third parties, we cannot assure that third parties will not assert infringement or misappropriation claims against us with respect to current or future solutions, or that any such assertions will not require us to enter into royalty arrangements or result in costly litigation, or result in us being unable to use certain intellectual property. Infringement assertions from third parties may involve patent holding companies or other patent owners who have no relevant product revenues, and therefore our own issued and pending patents may provide little or no deterrence to these patent owners in bringing intellectual property rights claims against us.

If we are forced to defend against any infringement or misappropriation claims, whether they are with or without merit, are settled out of court, or are determined in our favor, we may be required to expend significant time and financial resources on the defense of such claims. Regardless of the merits or eventual outcome, such a claim could harm our brand and business. Furthermore, an adverse outcome of a dispute may require us to pay damages, potentially including treble damages and attorneys' fees, if we are found to have willfully infringed a party's intellectual property; cease making, licensing or using our solutions that are alleged to infringe or misappropriate the intellectual property of others; expend additional development resources to redesign our solutions; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies or works; and indemnify our partners, clients and other third parties. Any of these events could seriously harm our business, results of operations, and financial condition.

Failure to protect our intellectual property could substantially harm our business and results of operations.

Our success depends in part on our ability to enforce and defend our intellectual property rights. We rely upon a combination of trademark, trade secret, copyright, patent, and unfair competition laws, as well as license agreements and other contractual provisions, to do so.

In the future we may file patent applications related to certain of our innovations. We do not know whether those patent applications will result in the issuance of a patent or whether the examination process will require us to narrow our claims. In addition, we may not receive competitive advantages from the rights granted under our patents and other intellectual property. Our existing patents and any patents granted to us or that we otherwise acquire in the future, may be contested, circumvented or invalidated, and we may not be able to prevent third parties from infringing these patents. Therefore, the extent of the protection afforded by these patents cannot be predicted with certainty. In addition, given the costs, effort, risks, and

downside of obtaining patent protection, including the requirement to ultimately disclose the invention to the public, we may choose not to seek patent protection for certain innovations; however, such patent protection could later prove to be important to our business.

We also rely on several registered and unregistered trademarks to protect our brand. Nevertheless, competitors may adopt service names similar to ours, or purchase our trademarks and confusingly similar terms as keywords in Internet search engine advertising programs, thereby impeding our ability to build brand identity and possibly leading to confusion in the marketplace. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our trademarks. Any claims or client confusion related to our trademarks could damage our reputation and brand and substantially harm our business and results of operations.

We attempt to protect our intellectual property, technology and confidential information by generally requiring our employees and consultants to enter into confidentiality and assignment of inventions agreements and third parties to enter into nondisclosure agreements, all of which offer only limited protection. These agreements may not effectively prevent unauthorized use or disclosure of our confidential information, intellectual property, or technology and may not provide an adequate remedy in the event of unauthorized use or disclosure of our confidential information, intellectual property or technology. Despite our efforts to protect our confidential information, intellectual property, and technology, unauthorized third parties may gain access to our confidential proprietary information, develop and market solutions similar to ours, or use trademarks similar to ours, any of which could materially harm our business and results of operations. In addition, others may independently discover our trade secrets and confidential information, and in such cases, we could not assert any trade secret rights against such parties. Existing United States federal, state and international intellectual property laws offer only limited protection. The laws of some foreign countries do not protect our intellectual property rights to as great an extent as the laws of the United States, and many foreign countries do not enforce these laws as diligently as governmental agencies and private parties in the United States. Moreover, policing our intellectual property rights is difficult, costly and may not always be effective.

From time to time, legal action by us may be necessary to enforce our patents and other intellectual property rights, to protect our trade secrets, to determine the validity and scope of the intellectual property rights of others or to defend against claims of infringement or invalidity. Even if we are successful in defending our claims, litigation could result in substantial costs and diversion of resources and could negatively affect our business, reputation, results of operations, and financial condition. To the extent that we seek to enforce our rights, we could be subject to claims that an intellectual property right is invalid, otherwise not enforceable, or is licensed to the party against whom we are pursuing a claim. In addition, our assertion of intellectual property rights may result in the other party seeking to assert alleged intellectual property rights or assert other claims against us, which could harm our business. If we are not successful in defending such claims in litigation, we may not be able to sell or license a particular solution due to an injunction, or we may have to pay damages that could, in turn, harm our results of operations. In addition, governments may adopt regulations, or courts may render decisions, requiring compulsory licensing of intellectual property to others, or governments may require that products meet specified standards that serve to favor local companies. Our inability to enforce our intellectual property rights under these circumstances may harm our competitive position and our business. If we are unable to protect our technology and to adequately

maintain and protect our intellectual property rights, we may find ourselves at a competitive disadvantage to others who need not incur the additional expense, time and effort required to create the innovative solutions that have enabled us to be successful to date.

We and our clients rely on technology and intellectual property of third parties, and any errors or defects in, or any unavailability of, such technology and intellectual property could limit the functionality of our solutions and disrupt our business.

We use technology and intellectual property licensed from unaffiliated third parties in certain of our solutions, and we may license additional third-party technology and intellectual property in the future. We have experienced, and may continue to experience, errors or defects in this third-party technology and intellectual property that result in errors that could harm our brand and business. In addition, licensed technology and intellectual property may not continue to be available on commercially reasonable terms, or at all. The loss of the right to license and distribute this third-party technology could limit the functionality of our solutions and might require us to redesign our solutions. In some cases, we receive subscription fees from the provision of such third-party technology to our clients, and the loss of the right to distribute such technology could negatively impact revenues.

We agree to indemnify clients and other third parties, which exposes us to substantial potential liability.

Our agreements with clients, suppliers, partners and other third parties may include indemnification or other provisions under which we agree to indemnify or otherwise be liable to them for losses suffered or incurred as a result of claims of intellectual property infringement, damages caused by us to property or persons, data, and security breaches, and other liabilities relating to or arising from our software, services, acts or omissions. The term of these contractual provisions often survives termination or expiration of the applicable agreement. Large indemnity payments or damage claims from contractual breach could harm our business, results of operations, and financial condition. Although in some cases we contractually limit our liability with respect to such obligations, we do not always do so, and in the future we may still incur substantial liability related to them. Any dispute with a client with respect to such obligations could have adverse effects on our relationship with that client and other current and prospective clients, reduce demand for our solutions, and harm our business, results of operations, and financial condition.

Our U.S. NOL carryforwards may expire or could be substantially limited if we experience an ownership change as defined in the Internal Revenue Code of 1986, as amended ("IRC") or if changes are made to the IRC.

We have significant U.S. federal and state net operating loss ("NOL") carryforwards. Under U.S. federal tax laws, we can carry forward and use our pre-2018 NOLs to reduce our future U.S. taxable income and tax liabilities until such NOL carryforwards expire in accordance with the IRC. Under changes made by the Tax Cuts and Jobs Act ("TCJA"), as modified by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), NOL carryforwards generated on or after January 1, 2018 may be carried forward indefinitely, but their utilization is limited to 80% of annual taxable income for tax years beginning after December 31, 2020. Our NOL carryforwards provide a benefit to us, if fully utilized, of significant future tax savings. However, our ability to use these tax benefits in future years will depend upon the amount of our federal and state taxable income. If we do not have sufficient federal and state income in future years to use the benefits before they expire, we

will permanently lose the benefit of the pre-2018 NOL carryforwards. Additionally, Section 382 and Section 383 of the IRC provide an annual limitation on our ability to utilize our NOL carryforwards, as well as certain built-in losses, against the future U.S. taxable income in the event of a change in ownership, as defined under the IRC. Any further changes made to the IRC or to the regulations promulgated thereunder could impact our ability to utilize our NOLs. Accordingly, any such occurrences could adversely affect our financial condition, operating results, and cash flows.

Our international sales and operations subject us to additional risks that can adversely affect our business, results of operations and financial condition.

We sell our solutions to clients located outside the United States, and we are continuing to expand our international operations as part of our growth strategy. In each of fiscal years 2019 and 2020, 28% of our revenues were derived from outside of the United States. Revenues by geography is determined based on the country in which a client contract is invoiced. Some of our contracts allow for usage of our solutions in multiple countries. Our current international operations and our plans to expand our international operations subject us to a variety of risks, including:

- increased management, travel, infrastructure, and legal compliance costs associated with having multiple international operations;
- unique terms and conditions in contract negotiations imposed by clients in foreign countries;
- longer payment cycles and difficulties in enforcing contracts and collecting accounts receivable;
- the need to localize our solutions for international clients;
- lack of familiarity with and unexpected changes in foreign regulatory requirements;
- increased exposure to fluctuations in currency exchange rates;
- highly inflationary international economies;
- the burdens and costs of complying with a wide variety of foreign laws and legal standards, including the General Data Protection Regulation (“GDPR”) in the European Union;
- compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act and other anti-corruption regulations, particularly in emerging market countries;
- compliance by international staff with accounting practices generally accepted in the United States, including adherence to our accounting policies and internal controls;
- import and export license requirements, tariffs, trade agreements, taxes, and other trade barriers;
- increased financial accounting and reporting burdens and complexities;
- weaker protection of intellectual property rights in some countries;
- multiple and possibly overlapping tax regimes;
- the application of the respective local laws and regulations to our business in each of the jurisdictions in which we operate;
- government sanctions that may interfere with our ability to sell into particular countries;

- disruption to our operations caused by epidemics or pandemics, such as COVID-19; and
- political, social and economic instability abroad, terrorist attacks and security concerns in general.

As we continue to expand our business globally, our success will depend, in large part, on our ability to anticipate and effectively manage these and other risks associated with our international operations. Any of these risks could harm our international operations and reduce our international sales, adversely affecting our business, results of operations, financial condition, and growth prospects.

Some of the Company's development resources are subject to additional risks inherent in foreign operations, which could lead to interruptions in the Company's development efforts or hamper the Company's ability to maintain its solutions.

A majority of our research and development is conducted through our facilities based in Ukraine and our suppliers' facilities located in Belarus, Ukraine, and Russia. In addition to product development, these resources are also key to maintaining our solutions. Any escalation of political tensions or economic instability in these regions could disrupt or delay our research and development operations in these regions, or adversely affect the timeliness of new product delivery or maintenance and upgrades to existing products and solutions, which could harm our operations, financial conditions, sales and growth prospects. Disruptions in communications with these resources could also lead to periods of unavailability of our SaaS solutions, which could require the Company to provide credits or refunds to clients or lead to client cancellations.

Additionally, we engage through third parties a significant number of independent contractors in our research and development efforts. Changes to foreign laws governing the definition or classification of such independent contractors, or judicial decisions regarding independent contractor classification could result in re-classification of such contractors as employees. Such reclassification could have an adverse effect on our business and results of operations, could require us to pay significant retroactive wages, taxes and penalties, and could force us to change our contractor business model in the foreign jurisdictions affected.

Failure to comply with the GDPR or other data privacy regimes could subject us to liability, fines and reputational harm.

Data protection and privacy legislation, enforcement and policy activity are rapidly expanding and creating a complex compliance environment and the potential for high profile negative publicity in the event of any noncompliance or data breach. We are subject to many privacy and data protection laws and regulations in the United States and around the world, some of which place restrictions on our ability to process personal data across our business. For example, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or "GDPR") is a comprehensive update to the data protection regime in the European Economic Area that became effective on May 25, 2018. The GDPR imposes requirements relating to, among other things, consent to process personal data of individuals, the information provided to individuals regarding the processing of their personal data, rights which may be exercised by individuals, the security and confidentiality of personal data, and notifications in the event of data breaches and use of third-party processors. The GDPR imposes substantial fines for breaches of data protection requirements, which can be up to four percent of the worldwide revenues or 20 million Euros, whichever is greater. While we continue to undertake efforts to conform to

current regulatory obligations and evolving best practices, we may be unsuccessful in conforming to permitted means of transferring personal data from the European Economic Area. We may also experience hesitancy, reluctance, or refusal by European or multi-national clients to continue to use some of our services due to the potential risk exposure of personal data transfers and the current data protection obligations imposed on them by certain data protection authorities. Such clients may also view any alternative approaches to the transfer of any personal data as being too costly, too burdensome, or otherwise objectionable, and therefore may decide not to do business with us if the transfer of personal data is a necessary requirement. Uncertainty about compliance with the GDPR and EU data protection laws remains, with the possibilities that data protection authorities located in different EU Member States may interpret GDPR differently, or requirements of national laws may vary between the EU Member States, or guidance on GDPR and compliance practices may be often updated or otherwise revised. Any of these events will increase the complexity and costs of processing personal data in the European Economic Area or concerning individuals located in the European Economic Area.

GDPR and other EU laws and regulations relating to the collection, use and processing of personal data relating to individuals in the EU, are often more restrictive than those in the United States or other countries. In addition, under GDPR, transfers of personal data to countries outside of the European Economic Area are prohibited to countries that have not been determined by the European Commission to provide adequate protections for personal data, including the United States. Switzerland has similar restrictions. There are mechanisms to permit the transfer of personal data from the European Economic Area and Switzerland to the United States, but there is also uncertainty as to the future of such mechanisms, which have been under consistent scrutiny and challenge. For example, a decision of the Court of Justice of the European Union in July 2020 invalidated the EU-US Privacy Shield Framework, a means that previously permitted transfers of personal data from the EEA to companies in the United States that certified adherence to the Privacy Shield Framework. It is currently unclear what, if any, arrangement may replace the Privacy Shield Framework. Standard contractual clauses approved by the European Commission to permit transfers from the EU to third countries currently remain as a basis on which to transfer personal data from the EEA to the United States. However, the standard contractual clauses are also subject to legal challenge, and in November 2020, the European Commission published a draft of updated standard contractual clauses. We presently rely on a mixture of mechanisms to transfer personal data from our EU business to the U.S., and we may be impacted by changes in law as a result of future review or invalidation of, or changes to, these transfer mechanisms by European courts or regulators. Brexit has created uncertainty regarding the regulation of data protection in the United Kingdom. Although the United Kingdom enacted a Data Protection Act in May 2018 that is consistent with the GDPR, uncertainty remains regarding how data transfers to and from the United Kingdom will be regulated. As many of our employees providing services to European Union clients are located in the United Kingdom, changes to how data transfers to and from the United Kingdom are regulated could impact how we provide services to our clients in the European Union. European Union clients may require that our employees who are providing services to them be based in the European Union due to data transfer restrictions, which could increase our costs in providing such services.

In addition, the California Consumer Privacy Act (“CCPA”) which went into effect on January 1, 2020, and imposes requirements relating to how companies may collect, use and process personal information relating to California residents. The CCPA establishes a privacy framework for covered businesses such as ours by, among other things, creating an expanded definition of personal information, establishing new data privacy rights for California residents and creating a new and

potentially severe statutory damages framework for violations of the CCPA, as well as potentially severe statutory damages and private a right of action against businesses that suffer a data security breach due to their violation of a duty to implement reasonable security procedures and practices. This private right of action may increase the likelihood of, and risks associated with, data breach litigation. In addition, in November 2020, California voters adopted the California Privacy Rights Act ("CPRA"), which goes into effect January 1, 2023, and enhances and strengthens regulatory requirements and individual protections that currently exist under the CCPA. The uncertainty and changes in the requirements of California and other jurisdictions may increase the cost of compliance, restrict our ability to offer services in certain locations or subject us to sanctions by national, regional, state, local and international data protection regulators, all of which could harm our business, results of operations or financial condition.

Although we take reasonable efforts to comply with all applicable laws and regulations and have invested and continue to invest human and technology resources into data privacy compliance efforts, there can be no assurance that we will not be subject to regulatory action, including fines, in the event of an incident or other claim. Data protection laws and requirements may also be enacted, interpreted or applied in a manner that creates inconsistent or contradictory requirements on companies that operate across jurisdictions. We or our third-party service providers could be adversely affected if legislation or regulations are expanded to require changes in our or our third-party service providers' business practices or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our or our third-party service providers' business, results of operations or financial condition. For example, we may find it necessary to establish alternative systems to maintain personal data originating from the European Union in the European Economic Area, which may involve substantial expense and may cause us to divert resources from other aspects of our business, all of which may adversely affect our results from operations. Further, any inability to adequately address privacy concerns in connection with our solutions, or comply with applicable privacy or data protection laws, regulations and policies, could result in additional cost and liability to us, and adversely affect our ability to offer our solutions.

Anticipated further evolution of regulations on this topic may substantially increase the penalties to which we could be subject in the event of any non-compliance. Compliance with these laws is challenging, constantly evolving, and time consuming and federal regulators, state attorneys general and plaintiff's attorneys have been and will likely continue to be active in this space. We may incur substantial expense in complying with legal obligations to be imposed by new regulations and we may be required to make significant changes to our solutions and expanding business operations, all of which may adversely affect our results of operations.

We face risks arising from the results of the public referendum held in the United Kingdom and its membership in the European Union.

The ongoing developments regarding Brexit could cause disruptions to and create uncertainty surrounding our business including affecting our relationships with existing and potential clients, partners and other third parties. The United Kingdom formally left the European Union on January 31, 2020. Negotiations are ongoing to determine some terms of the United Kingdom's future relationship with the European Union, and the full effect of Brexit is uncertain and depends on any agreements the United Kingdom may make with the European Union and others, in particular any agreements the United Kingdom makes to retain access to European Union markets either during the transitional period or more permanently. The measures could potentially have corporate structural consequences, adversely change tax benefits or liabilities in

these or other jurisdictions and could disrupt some of the markets and jurisdictions in which we operate. In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the United Kingdom determines which European Union laws to replace or replicate. How personal data transfers may be conducted between the United Kingdom and the European Union remains unclear. Should new or additional restrictions or limitations on personal data flows between the United Kingdom and European Union be imposed it could cause the Company to incur significant costs to create and maintain new or additional data centers. In addition, the announcement of Brexit has caused significant volatility in global stock markets and currency exchange rate fluctuations, including the strengthening of the USD against some foreign currencies, and the Brexit negotiations may continue to cause significant volatility. The progress and outcomes of Brexit negotiations also may create global economic uncertainty. Any of these effects of Brexit, among others, could materially adversely affect our business, business opportunities, and financial condition. Brexit could weaken market demand for our products in the U.K. if our clients or prospective clients elect to relocate to the European Union due to Brexit.

If we are unable to retain key members of our management team or attract, integrate and retain additional executives and other skilled personnel we need to support our operations and growth, we may be unable to achieve our goals and our business will suffer.

Our future success depends upon our ability to continue to attract, train, integrate and retain highly skilled employees, particularly those on our management team, including John Hall, our Chief Executive Officer and Stephen Robertson, our Chief Financial Officer, whose services are essential to the execution of our corporate strategy and ensuring the continued operations and integrity of financial reporting within our company. Our executive officers and other key employees are generally employed on an at-will basis, which means that these personnel could terminate their relationship with us at any time. The loss of any member of our senior management team could significantly delay or prevent us from achieving our business and/or development objectives, and could materially harm our business.

We compete with a number of software and other technology companies to attract and retain software developers with specialized experience in designing, developing, and managing our solutions, including our cloud-based software, as well as for skilled developers, engineers and information technology and operations professionals who can successfully implement and deliver our solutions. Additionally, we believe that our future growth will depend on the development of our go-to-market strategy and the continued recruiting, retention, and training of our sales teams, including their ability to obtain new clients and to manage our existing client base. Our ability to expand geographically depends, in large part, on our ability to attract, retain and integrate managers to lead the local business and employees with the appropriate skills. Similarly, our profitability depends on our ability to effectively utilize personnel with the right mix of skills and experience to perform services for our clients, including our ability to transition employees to new assignments on a timely basis. Many of the companies with which we compete for experienced personnel have greater resources than we have. We may incur significant costs to attract, train and retain such personnel, and we may lose new employees to our competitors or other technology companies before we realize the benefit of our investment after recruiting and training them. Also, to the extent that we hire personnel from competitors, we may be subject to allegations that such personnel have been improperly solicited or have divulged proprietary or other confidential information. If we are unable to attract, integrate and retain qualified personnel, or if there are delays in hiring required personnel, including delays due to COVID-19

or adjustments to U.S. immigration policy related to skilled foreign workers, our business, results of operations, and financial condition may be materially adversely affected.

Any disruption of our Internet connections, including to any third-party cloud providers that host any of our websites or web-based services, could affect the success of our SaaS solutions.

Any system failure, including network, software or hardware failure, that causes an interruption in our network or a decrease in the responsiveness of our website and our SaaS solutions could result in reduced user traffic, reduced revenues and potential breaches of our subscription arrangements. Continued growth in Internet usage, as well as outages, delays and other difficulties due to system failures unrelated to our solutions could cause a decrease in the quality of Internet connection service. Websites have experienced service interruptions as a result of outages and other delays occurring throughout the worldwide Internet network infrastructure. If these outages, delays or service disruptions frequently occur in the future, usage of our web-based services could grow more slowly than anticipated or decline and we may lose revenues and clients.

If the third-party cloud providers that host any of our websites or web-based services were to experience a system failure, the performance of our websites and web-based services, including our SaaS solutions, would be harmed and our ability to deliver our solutions to our clients could be impaired, resulting in client dissatisfaction, damage to our reputation, loss of clients, and harm to our operations and our business. In general, third-party cloud providers are vulnerable to damage from fire, floods, earthquakes, acts of terrorism, power loss, telecommunications failures, break-ins, and similar events. The controls implemented by our current or future third-party cloud providers may not prevent or timely detect such system failures and we do not control the operation of third-party cloud providers that we use. Our current or future third-party cloud providers could decide to close their facilities without adequate notice. In addition, any financial difficulties, such as bankruptcy, faced by our current or future third-party cloud providers, or any of the service providers with whom we or they contract, may have negative effects on our business. If our current or future third-party cloud providers are unable to keep up with our growing needs for capacity or any spikes in client demand, it could have an adverse effect on our business. Any changes in service levels by our current or future third-party cloud providers could result in loss or damage to our clients'-stored information and any service interruptions at these third-party cloud providers could hurt our reputation, cause us to lose clients, harm our ability to attract new clients or subject us to potential liability. In the event of any damage or interruption, our property and business interruption insurance coverage may not be adequate to fully compensate us for losses that may occur. Additionally, our systems are not fully redundant, and we have not yet implemented a complete disaster recovery plan or business continuity plan. Although the redundancies we do have in place will permit us to respond, at least to some degree, to service outages, our current or future third-party cloud providers that host our SaaS solutions are vulnerable in the event of failure. We do not yet have adequate structure or systems in place to recover from a third-party cloud provider's severe impairment or total destruction, and recovery from the total destruction or severe impairment of any of our third-party cloud providers could be difficult and may not be possible at all. Any of these events could seriously harm our business, results of operations, and financial condition.

Some of our services and technologies may use "open source" software, which may restrict how we use or distribute our services or require that we release the source code of certain solutions subject to those licenses.

Some of our services and technologies may incorporate software licensed under so-called "open source" licenses. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. Additionally, some open source licenses require that source code subject to the license be made available to the public and that any modifications to or derivative works of open source software continue to be licensed under open source licenses. These open source licenses typically mandate that proprietary software, when combined in specific ways with open source software, become subject to the open source license. If we combine our proprietary solutions in such ways with certain open source software, we could be required to release the source code of our proprietary solutions.

We take steps to ensure that our proprietary solutions are not combined with, and do not incorporate, open source software in ways that would require our proprietary solutions to be subject to many of the restrictions in an open source license. However, few courts have interpreted open source licenses, and the manner in which these licenses may be interpreted and enforced is therefore subject to some uncertainty. Additionally, we rely on software programmers to design our proprietary technologies, and although we take steps to prevent our programmers from including objectionable open source software in the technologies and software code that they design, write and modify, we do not exercise complete control over the development efforts of our programmers and we cannot be certain that our programmers have not incorporated such open source software into our proprietary solutions and technologies or that they will not do so in the future. In the event that portions of our proprietary technology are determined to be subject to an open source license, we could be required to publicly release the affected portions of our source code, re-engineer all or a portion of our technologies, or otherwise be limited in the licensing of our technologies, each of which could reduce or eliminate the value of our services and technologies and materially and adversely affect our business, results of operations and prospects.

We may experience fluctuations in foreign currency exchange rates that could adversely impact our results of operations.

Our international sales are generally denominated in foreign currencies, and these revenues could be materially affected by currency fluctuations. The volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. Although we believe our operating activities act as a natural hedge for a substantial portion of our foreign currency exposure at the cash flow or operating income level because we typically collect revenues and incur costs in the currency of the location in which we provide our solutions, it is difficult to predict if our operating activities will provide a natural hedge in the future. Our results of operations may also be impacted by transaction gains or losses related to revaluing certain monetary asset and liability balances that are denominated in currencies other than the functional currency of the entities in which they are recorded. Moreover, significant and unforeseen changes in foreign currency exchange rates may cause us to fail to achieve our stated projections for revenues and operating income, which could have an adverse effect on our stock price. We will continue to experience fluctuations in foreign currency exchange rates, which, if material, may harm our revenues or results of operations.

Our results of operations may be harmed if we are required to collect sales or other related taxes for our subscription solutions in jurisdictions where we have not historically done so.

We collect sales and similar value-added taxes as part of our client agreements in a number of jurisdictions. Sales and use, value-added, and similar tax laws and rates vary greatly by jurisdiction. One or more states or countries may seek to impose additional sales, use, or other tax collection obligations on us, including for past sales by us. A successful assertion by a state, country, or other jurisdiction that we should have been or should be collecting additional sales, use, or other taxes on our solutions provided through the Intapp Platform could, among other things, result in substantial tax liabilities for past sales, create significant administrative burdens for us, discourage clients from purchasing our Intapp Platform, or otherwise harm our business, results of operations, and financial condition.

Risks related to our organizational structure

If the ownership of our common stock continues to be highly concentrated, it may prevent you and other minority stockholders from influencing significant corporate decisions and may result in conflicts of interest.

Immediately following the completion of this offering, Anderson will own approximately 34.3% of our common stock (or approximately 33.4% if the underwriters exercise their option to purchase additional shares of common stock in full) and Great Hill will own approximately 30.3% of our common stock (or approximately 29.5% if the underwriters exercise their option to purchase additional shares of common stock in full). The foregoing percentages do not take into account the shares of our common stock, if any, entities affiliated with each of Temasek and Great Hill may purchase in this offering as cornerstone investors. As a result, Anderson and Great Hill will exercise significant influence over all matters requiring a stockholder vote, including: the election of directors; mergers, and acquisitions; the sale of all or substantially all of our assets and other decisions affecting our capital structure; the amendment of our amended and restated certificate of incorporation and our amended and restated bylaws; and our winding up and dissolution. This concentration of ownership may delay, deter or prevent acts that would be favored by our other stockholders. The interests of Anderson and Great Hill may not always coincide with our interests or the interests of our other stockholders. This concentration of ownership may also have the effect of delaying, preventing or deterring a change in control of us. Also, Anderson and Great Hill may each seek to cause us to take courses of action that, in its judgment, could enhance its investment in us, but which might involve risks to our other stockholders or adversely affect us or our other stockholders, including investors in this offering. As a result, the market price of our common stock could decline or stockholders might not receive a premium over the then-current market price of our common stock upon a change in control. In addition, this concentration of share ownership may adversely affect the trading price of our common stock because investors may perceive disadvantages in owning shares in a company with significant stockholders. See “Principal Stockholders” and “Description of Capital Stock—Anti-Takeover Effects of Delaware Law and Our Organizational Documents.”

Certain provisions of Delaware law, the Stockholders’ Agreement, our amended and restated certificate of incorporation and our amended and restated bylaws could hinder, delay or prevent a change in control of us, which could adversely affect the price of our common stock.

Certain provisions of Delaware law, the Stockholders’ Agreement, our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could

make it more difficult for a third-party to acquire us without the consent of our board of directors or certain Existing Holders.

The Company will initially not be governed by Section 203 of the Delaware General Corporation Law, as amended (the "DGCL"), and we will only become subject to Section 203 of the DGCL, immediately following the time at which both of the following conditions exist: (i) Section 203 of the DGCL by its terms would, but for the provisions of our amended and restated certificate of incorporation, apply to the Company; and (ii) neither Great Hill nor Anderson owns (as defined in Section 203 of the DGCL) shares of capital stock of the Company representing at least fifteen percent (15%) of the voting power of all the then outstanding shares of capital stock of the Company. Section 203 of the DGCL prevents some stockholders holding more than 15% of our outstanding common stock from engaging in certain business combinations without approval of the holders of two-thirds of all of our outstanding common stock not held by such interested stockholder.

Furthermore, immediately following this offering, Anderson and Great Hill will control a significant portion of the voting power of the shares of our common stock eligible to vote in the election of our directors and on other matters submitted to a vote of our stockholders, and Anderson and Great Hill will be able to influence outcome of matters submitted to a stockholder vote. For so long as Anderson and Great Hill continue to own a significant percentage of our common stock, Anderson and Great Hill, through their collective voting power, will still be able to significantly influence the composition of our board of directors and the approval of actions requiring stockholder approval. Pursuant to the Stockholders' Agreement, so long as each of Anderson and Great Hill beneficially owns at least 10.0% of our outstanding common stock, each shall have the right to nominate one director to our board of directors. For further details on the Stockholders' Agreement that we will enter into Anderson and Great Hill prior to the consummation of this offering, see "Certain Relationships and Related Party Transactions—Stockholders' Agreements."

These provisions may make it difficult and expensive for a third-party to pursue a tender offer, change in control or takeover attempt that is opposed by Anderson, Great Hill, our management or our board of directors. Public stockholders who might desire to participate in these types of transactions may not have an opportunity to do so, even if the transaction is favorable to stockholders. These anti-takeover provisions could substantially impede the ability of public stockholders to benefit from a change in control or change our management and board of directors and, as a result, may adversely affect the market price of our common stock and your ability to realize any potential change of control premium. See "Description of Capital Stock—Anti-Takeover Effects of Delaware Law and Our Organizational Documents" and "Certain Relationships and Related Party Transactions."

Risks related to this offering and our common stock

An active trading market for our common stock may never develop or be sustained.

Prior to this offering, there has been no public market for our common stock. Although we have applied to have our common stock approved for listing on the Nasdaq Global Market, an active trading market for our common stock may not develop on that exchange or elsewhere or, if developed, that market may not be sustained. Accordingly, if an active trading market for our common stock does not develop or is not maintained, the liquidity of our common stock, your ability to sell your shares of common stock when desired and the prices that you may obtain for

your shares of common stock will be adversely affected. An inactive trading market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

The market price and trading volume of our common stock may be volatile, which could result in rapid and substantial losses for our stockholders.

Even if an active trading market develops, the market price of our common stock may be highly volatile and could be subject to wide fluctuations. In addition, the trading volume in our common stock may fluctuate and cause significant price variations to occur. The initial public offering price of our common stock will be determined by negotiation between us and the representatives of the underwriters based on a number of factors and may not be indicative of prices that will prevail in the open market following the completion of this offering. If the market price of our common stock declines significantly, you may be unable to resell your shares at or above your purchase price, if at all. The market price of our common stock may fluctuate or decline significantly in the future. Some of the factors that could negatively affect our share price or result in fluctuations in the price or trading volume of our common stock include:

- variations in our quarterly or annual operating results;
- our ability to attract new clients in both domestic and international markets, and our ability expand the solutions provided to existing clients;
- the timing of our clients' buying decisions and reductions in our clients' budgets for IT purchases and delays in their purchasing cycles, particularly in light of recent adverse global economic conditions;
- changes in our earnings estimates (if provided) or differences between our actual financial and operating results and those expected by investors and analysts;
- the contents of published research reports about us or our industry or the failure of securities analysts to cover our common stock after this offering;
- additions to, or departures of, key management personnel;
- any increased indebtedness we may incur in the future;
- announcements and public filings by us or others and developments affecting us;
- actions by institutional stockholders;
- litigation and governmental investigations;
- operating and stock performance of other companies that investors deem comparable to us (and changes in their market valuations) and overall performance of the equity markets;
- speculation or reports by the press or investment community with respect to us or our industry in general;
- increases in market interest rates that may lead purchasers of our shares to demand a higher yield;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic relationships, joint ventures or capital commitments;

- announcements or actions taken by Anderson or Great Hill as our principal stockholders;
- sales of substantial amounts of our common stock by Anderson, Great Hill or other significant stockholders or our insiders, or the expectation that such sales might occur;
- volatility or economic downturns in the markets in which we, our clients and our partners are located caused by pandemics, including the COVID-19 pandemic, and related policies and restrictions undertaken to contain the spread of such pandemics or potential pandemics; and
- general market, political and economic conditions, in the professional and financial services industry in particular, including any such conditions and local conditions in the markets in which any of our clients are located.

These broad market and industry factors may decrease the market price of our common stock, regardless of our actual operating performance. The stock market in general has from time to time experienced extreme price and volume fluctuations, including in recent months. In addition, in the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

Future offerings of debt or equity securities by us may materially adversely affect the market price of our common stock.

In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional shares of our common stock or offering debt or other equity securities, including senior or subordinated notes, debt securities convertible into equity or shares of preferred stock. In addition, we may seek to expand operations in the future to other markets which we would expect to finance through a combination of additional issuances of equity, corporate indebtedness and/or cash from operations.

Issuing additional shares of our common stock or other equity securities or securities convertible into equity may dilute the economic and voting rights of our existing stockholders or reduce the market price of our common stock or both. Upon liquidation, holders of such debt securities and convertible preferred shares, if issued, and lenders with respect to other borrowings would receive a distribution of our available assets prior to the holders of our common stock. Debt securities convertible into equity could be subject to adjustments in the conversion ratio pursuant to which certain events may increase the number of equity securities issuable upon conversion. Preferred shares, if issued, could have a preference with respect to liquidating distributions or a preference with respect to dividend payments that could limit our ability to pay dividends to the holders of our common stock. Our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, which may adversely affect the amount, timing or nature of our future offerings. Thus, holders of our common stock bear the risk that our future offerings may reduce the market price of our common stock and dilute their stockholdings in us. See "Description of Capital Stock."

The market price of our common stock could be negatively affected by sales of substantial amounts of our common stock in the public markets.

After this offering, there will be 58,777,163 shares of common stock outstanding (or 60,352,163 shares outstanding if the underwriters exercise their option to purchase additional shares of common stock in full). Of our issued and outstanding shares, only the 10,500,000 shares of common stock sold in this offering (or 12,075,000 shares if the underwriters exercise the option

to purchase additional shares of common stock in full) will be freely transferable, except for any shares held by our "affiliates," as that term is defined in Rule 144 under the Securities Act ("Rule 144"). Following completion of the offering, approximately 34.3% of our outstanding common stock (or 33.4% if the underwriters exercise their option to purchase additional shares of common stock in full) will be held by Anderson and approximately 30.3% of our outstanding common stock (or 29.5% if the underwriters exercise their option to purchase additional shares of common stock in full) will be held by Great Hill and can be resold into the public markets in the future in accordance with the requirements of Rule 144. The foregoing percentages do not take into account the shares of our common stock, if any, entities affiliated with each of Temasek and Great Hill may purchase in this offering as cornerstone investors. The sale by Anderson or Great Hill of a substantial number of shares after this offering, or a perception that such sales could occur, could significantly reduce the market price of our common stock. See "Shares Eligible For Future Sale."

We and our executive officers, directors, and substantially all of our Existing Holders have agreed with the underwriters that, subject to certain exceptions, for a period of 180 days after the date of this prospectus, we and they will not directly or indirectly offer, pledge, sell, contract to sell, sell any option or contract to purchase or otherwise dispose of any common stock or any securities convertible into or exercisable or exchangeable for common stock, or in any manner transfer all or a portion of the economic consequences associated with the ownership of common stock, or cause a registration statement covering any common stock to be filed, without the prior written consent of the representatives of the underwriters. Any shares acquired by Existing Holders (other than officers, directors, Anderson and Great Hill) in this offering of our shares of common stock will not be subject to these transfer restrictions. See "Underwriting."

In addition, pursuant to the Registration Rights Agreement (as defined below), certain of our Existing Holders and their respective affiliates and permitted third-party transferees have the right, in certain circumstances, to require us to register their shares of our common stock under the Securities Act for sale into the public markets. Upon the effectiveness of such a registration statement, all shares covered by the registration statement will be freely transferable. See "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

The market price of our common stock may decline significantly when the restrictions on resale by our existing stockholders lapse. A decline in the price of our common stock might impede our ability to raise capital through the issuance of additional common stock or other equity securities.

The future issuance of additional common stock in connection with our incentive plans or otherwise will dilute all other stockholdings.

After this offering, assuming the underwriters exercise their option to purchase additional shares of common stock in full, we will have an aggregate of 616,514,030 shares of common stock authorized but unissued and not reserved for issuance under our incentive plans. We may issue all of these shares of common stock without any action or approval by our stockholders, subject to certain exceptions. Any common stock issued in connection with our incentive plans, the exercise of outstanding stock options or otherwise would dilute the percentage ownership held by the investors who purchase common stock in this offering.

Investors in this offering will suffer immediate and substantial dilution.

The initial public offering price of our common stock will be substantially higher than the as adjusted net tangible book value per share issued and outstanding immediately after this

offering. Therefore, if you purchase shares of our common stock in this offering, you will experience immediate and substantial dilution of $27.18 in the net tangible book value per share, based upon the assumed initial public offering price of $26.50 per share (the midpoint of the price range set forth on the cover page of this prospectus).

Participation in this offering by the cornerstone investors could reduce the public float for our shares of common stock.

The cornerstone investors have indicated an interest, severally and not jointly, in purchasing up to an aggregate of approximately $60 million in shares in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the cornerstone investors may determine to purchase more, fewer or no shares in this offering or the underwriters may determine to sell more, fewer or no shares to any of the cornerstone investors. The underwriters will receive the same discount on any of our shares purchased by the cornerstone investors as they will on any other shares sold to the public in this offering. If the cornerstone investors are allocated all or a portion of the shares in which they have indicated an interest in this offering or more, and purchase any such shares, such purchase could reduce the available public float for our shares if the cornerstone investors hold these shares long term.

We are an "emerging growth company," and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act and may remain an emerging growth company for up to five years. For so long as we remain an emerging growth company, we are permitted and plan to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board ("PCAOB") regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, reduced disclosure obligations regarding executive compensation, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. As a result, the information we provide stockholders will be different than the information that is available with respect to other public companies. In this prospectus, we have not included all of the executive compensation related information that would be required if we were not an emerging growth company. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock, and our stock price may be more volatile.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use this extended transition period to enable us to comply with certain new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may

not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

We have not paid dividends in the past and do not anticipate paying any dividends on our common stock in the foreseeable future.

We have never paid cash dividends on our common stock and have no plans to pay regular dividends on our common stock in the foreseeable future. Any declaration and payment of future dividends to holders of our common stock will be at the sole discretion of our board of directors and will depend on many factors, including our financial condition, earnings, capital requirements, level of indebtedness, statutory, and contractual restrictions applying to the payment of dividends and other considerations that our board of directors deems relevant. Because we are a holding company and have no direct operations, we will only be able to pay dividends from our available cash on hand and any funds we receive from our subsidiaries. Certain of our debt agreements limit the ability of certain of our subsidiaries to pay dividends. In addition, Delaware law may impose requirements that may restrict our ability to pay dividends. Until such time that we pay a dividend, our investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investment.

Our amended and restated certificate of incorporation designates a state or federal court located within the State of Delaware as the exclusive forum for certain types of actions and proceedings and the federal courts for certain other types of actions that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees, or other stockholders.

Our amended and restated certificate of incorporation, which will become effective immediately prior to the completion of this offering, provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees or our stockholders to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) any action asserting a claim that is governed by the internal affairs doctrine shall be, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware. Our amended and restated certificate of incorporation also provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to these provisions. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation, which will become

effective immediately prior to the completion of this offering, contains a federal forum provision which provides that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage such lawsuits. Alternatively, if a court were to find the choice of forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, results of operations and financial condition.

General risk factors

We may not be able to obtain capital when desired on favorable terms, if at all, and we may not be able to obtain capital or complete acquisitions through the use of equity without dilution to our stockholders.

We may need additional financing to execute on our current or future business strategies, including to develop new or enhance existing solutions, acquire businesses and technologies or otherwise respond to competitive pressures. Our ability to raise capital in the future may be limited, and if we fail to raise capital when needed, we could be prevented from growing and executing our business strategy.

If we raise additional funds through the issuance of equity or convertible debt securities, the percentage ownership of our stockholders could be significantly diluted, and newly-issued securities may have rights, preferences, or privileges senior to those of existing stockholders. If we accumulate additional funds through debt financing, a substantial portion of our operating cash flow may be dedicated to the payment of principal and interest on such indebtedness, thus limiting funds available for our business activities. We cannot assure you that additional financing will be available on terms favorable to us, or at all. If adequate funds are not available or are not available on acceptable terms, when we desire them, our ability to fund our operations, take advantage of unanticipated opportunities, develop or enhance our solutions, invest in future growth opportunities or otherwise respond to competitive pressures would be significantly limited. Any of these factors could harm our results of operations.

If tax laws change or we experience adverse outcomes resulting from examination of our income tax returns, it could adversely affect our results of operations.

We are subject to federal, state and local income taxes in the United States and in foreign jurisdictions. Our future effective tax rates and the value of our deferred tax assets could be adversely affected by changes in tax laws. In addition, we are subject to the examination of our income tax returns by the Internal Revenue Service ("IRS") and other tax authorities. We

regularly assess the likelihood of adverse outcomes resulting from such examinations to determine the adequacy of our provision for income taxes. Significant judgment is required in determining our worldwide provision for income taxes. Although we believe we have made appropriate provisions for taxes in the jurisdictions in which we operate, changes in the tax laws or challenges from tax authorities under existing tax laws could adversely affect our business, financial condition, and results of operations.

We will have broad discretion in the use of a significant part of the net proceeds from this offering and may not use them effectively.

Our management currently intends to use the net proceeds from this offering in the manner described in “Use of Proceeds” and will have broad discretion in the application of a significant part of the net proceeds from this offering, including using it to pay our indebtedness under the credit facility. The failure by our management to apply these funds effectively could affect our ability to operate and grow our business.

If securities or industry analysts do not publish research or reports about our business or publish negative reports, our stock price could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover our company downgrades our common stock or if our reporting results do not meet their expectations, our stock price could decline.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices. We may fail to comply with the rules that apply to public companies, including Section 404 of the Sarbanes-Oxley Act, which could result in sanctions or other penalties that would harm our business.

As a public company, and particularly after we are no longer an “emerging growth company,” we will incur significant legal, accounting, and other expenses that we did not incur as a private company, including costs resulting from public company reporting obligations under the Securities Act, or the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and regulations regarding corporate governance practices. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the rules of the SEC, the listing requirements of the Nasdaq Global Market, and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. We expect that we will need to hire additional accounting, finance, and other personnel in connection with our becoming, and our efforts to comply with the requirements of being, a public company, and our management and other personnel will need to devote a substantial amount of time towards maintaining compliance with these requirements. These requirements will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that the rules and regulations applicable to us as a public company may make it more difficult and more expensive for us to obtain director and officer liability insurance, which could make it more difficult for us to attract and retain qualified members of our board of directors. We are currently evaluating these rules and regulations and cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as

new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We cannot predict or estimate the amount of additional costs we may incur as a result of becoming a public company or the timing of such costs. Any changes we make to comply with these obligations may not be sufficient to allow us to satisfy our obligations as a public company on a timely basis, or at all. These reporting requirements, rules and regulations, coupled with the increase in potential litigation exposure associated with being a public company, could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or board committees or to serve as executive officers, or to obtain certain types of insurance, including directors' and officers' insurance, on acceptable terms.

Pursuant to Sarbanes-Oxley Act Section 404(a), we will be required to furnish a report by our management on our internal control over financial reporting. In order to maintain effective internal controls, we will need additional financial personnel, systems and resources. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Sarbanes-Oxley Act Section 404 within the prescribed period, we will be engaged in a process to document, evaluate and test the effectiveness of our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants, adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented, and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed timeframe or at all, that our internal control over financial reporting is effective as required by Sarbanes-Oxley Act Section 404. If we identify one or more material weaknesses, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

As we commence conducting review and testing, we may in the future, identify deficiencies and be unable to remediate them before we must provide the required reports. Furthermore, if we have a material weakness in our internal control over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. We or our independent registered public accounting firm may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting, which could harm our operating results, cause investors to lose confidence in our reported financial information and cause the trading price of our stock to fall. In addition, as a public company we will be required to file accurate and timely quarterly and annual reports with the SEC under the Exchange Act. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from the Nasdaq Global Market or other adverse consequences that would materially harm our business and reputation.

Special note regarding forward-looking statements

Some of the information contained in the sections titled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Business” and elsewhere in this prospectus contain forward-looking statements that reflect our current views with respect to, among other things, future events and financial performance. You can identify these forward-looking statements by the use of forward-looking words such as “outlook,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “could,” “seeks,” “approximately,” “predicts,” “intends,” “plans,” “estimates,” “anticipates,” “target,” “projects,” “contemplates” or the negative version of those words or other comparable words. Any forward-looking statements contained in this prospectus are based upon our historical performance and on our current plans, estimates and expectations in light of information currently available to us. The inclusion of this forward-looking information should not be regarded as a representation by us, the underwriters or any other person that the future plans, estimates or expectations contemplated by us will be achieved. Such forward-looking statements are subject to various risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business, prospects, growth strategy, and liquidity. Accordingly, there are, or will be, important factors that could cause our actual results to differ materially from those indicated in these statements. We believe that these factors include, but are not limited to:

- our inability to continue our growth at or near historical rates;
- our history of losses;
- impact of the COVID-19 pandemic on U.S. and global economies, our business, our employees, results of operations, financial condition, demand for our products, sales and implementation cycles, and the health of our clients’ and partners’ businesses;
- data breaches, unauthorized access to client data or other disruptions of our solutions;
- U.S. and global market and economic conditions, particularly adverse to our targeted industries;
- the length and variability of our sale cycle;
- our ability to compete in highly competitive markets;
- additional complexity, burdens, and volatility in connection with our international sales and operations;
- our ability to incur indebtedness in the future, including under the New Revolving Credit Facility;
- third parties may assert we are infringing or violating their intellectual property rights; and
- the other risks and uncertainties described under “Risk Factors.”

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus. The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We do not undertake any obligation to publicly update or review any forward-looking statement except as required by law, whether as a result of new information, future developments or otherwise.

If one or more of these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, our actual results may vary materially from what we may have expressed or implied by these forward-looking statements. We caution that you should not place undue reliance on any of our forward-looking statements. You should specifically consider the factors identified in this prospectus that could cause actual results to differ before making an investment decision to purchase our common stock. Furthermore, new risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us.

Use of proceeds

We estimate that we will receive net proceeds from this offering of approximately $250.6 million (or approximately $289.5 million if the underwriters exercise their option to purchase additional shares of common stock in full), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, based on an assumed initial public offering price of $26.50 per share (the midpoint of the price range set forth on the cover page of this prospectus).

A $1.00 increase (decrease) in the assumed initial public offering price per share would increase (decrease) the estimated net proceeds to us by approximately $9.8 million (or approximately $11.3 million if the underwriters exercise their option to purchase additional shares of common stock in full), assuming that the number of shares of common stock sold by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of common stock offered by us would increase (decrease) the net proceeds to us from this offering by approximately $24.7 million, assuming that the assumed initial public offering price remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

We intend to use the $250.6 million of net proceeds we receive from this offering, as well as up to $27.4 million of cash on hand, to fully repay outstanding borrowings under the Credit Facility. Any additional net proceeds will be used to repay the outstanding borrowings under the Credit Facility in full and any remaining net proceeds will be used for general corporate purposes, including for acquisitions and other strategic transactions. As of the date of this prospectus, other than the repayment of indebtedness under the Credit Facility, we do not have a specific plan for any additional net proceeds to us from this offering and, accordingly, our management will have broad discretion over the use of the additional net proceeds, if any, from this offering.

As of March 31, 2021, we had $273.0 million under the term loan and $5.0 million under our credit facility outstanding pursuant to a credit agreement with Golub Capital LLC, as agent for the lenders party thereto (the “Credit Facility”). The credit facility and term loans bear a floating rate of interest, which we select at the beginning of a period between (i) a LIBOR loan, for which the interest rate is calculated as the then-current LIBOR rate, with a floor of 1.00%, plus 7.25%, and (ii) an index loan, for which the interest rate is calculated as the then-current Wall Street Journal Prime rate, with a floor of 2.00%, plus 6.25%. As of March 31, 2021, the interest rate under our credit facility was 8.25%. The credit facility is collateralized by substantially all of our assets. The maturity date of the credit facility is August 2023.

Dividend policy

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of our board of directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions and other factors that our board of directors may deem relevant.

Capitalization

The following table sets forth our cash, cash equivalents and restricted cash and capitalization as of March 31, 2021 on:

- an actual basis;
- on a pro forma basis to reflect the (i) conversion of all outstanding shares of our convertible preferred stock as of March 31, 2021 into 19,034,437 shares of common stock in connection with the closing of this offering, which we expect to occur immediately prior to the closing of this offering, (ii) the vesting of 150,000 shares of restricted stock related to early exercised options that result in the immediate recognition of $1.1 million of stock-based compensation expense and the reclassification of $2.2 million from other liabilities into additional paid-in-capital which will occur upon the effectiveness of this registration statement, (iii) additional stock-based compensation expense of $0.7 million associated with 247,654 options that vest upon the effectiveness of this registration statement and (iv) the filing and effectiveness of our amended and restated certificate of incorporation immediately prior to the closing of this offering; and
- on a pro forma as adjusted basis to reflect the pro forma adjustments discussed in the prior bullet and our receipt of the net proceeds from our sale and issuance of 10,500,000 shares of common stock in this offering at an assumed initial public offering price of $26.50 per share (the midpoint of the price range set forth on the front cover page of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us and after the use of net proceeds therefrom and the full repayment of $278.0 million borrowings under our credit facility.

The pro forma as adjusted information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with our consolidated financial statements and related notes, and the sections titled “Selected Consolidated Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” that are included elsewhere in this prospectus.

	As of March 31, 2021		
	Actual	Pro forma	Pro forma as adjusted[1]
	(in thousands, except share and per share data)		
Cash, cash equivalents and restricted cash	$ 73,047	$ 73,047	$ 47,206
Debt, net[2]	$ 275,310	$ 275,310	$ —
Convertible preferred stock, $0.001 par value, 19,870,040 shares authorized; 19,034,437 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	144,148	—	—
Stockholders’ (deficit) equity:			
Preferred stock, $0.001 par value, no shares authorized, issued or outstanding, actual; 50,000,000 authorized, no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	—

	As of March 31, 2021		
	Actual	Pro forma	Pro forma as adjusted[1]
	(in thousands, except share and per share data)		
Common stock, $0.001 par value, 65,000,000 shares authorized; 29,242,726 shares issued and outstanding, actual; 700,000,000 shares authorized and 48,277,163 shares issued and outstanding, pro forma; and 700,000,000 shares authorized, 58,777,163 shares issued and outstanding, pro forma as adjusted	29	48	59
Additional paid-in capital	119,762	267,865	518,422
Accumulated other comprehensive loss	(620)	(620)	(620)
Accumulated deficit	(270,148)	(271,907)	(274,597)
Total stockholders' (deficit) equity	(150,977)	(4,614)	243,264
Total capitalization	$ 268,481	$ 270,696	$ 243,264

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $26.50 per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase or decrease, respectively, the amount of cash and cash equivalents, additional paid-in capital, total stockholder's equity and total capitalization by $9.8 million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discount and commissions, and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase or decrease of 1,000,000 in the number of shares we are offering would increase or decrease, respectively, the amount of cash and cash equivalents, working capital, total assets and stockholders' deficit by approximately $24.7 million, assuming the assumed initial public offering price per share, remains the same. The pro forma as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price and other terms of this offering determined at pricing.

(2) After the completion of this offering, we expect to enter into the New Revolving Credit Facility arranged by certain syndicate lenders. Proceeds are expected to be available to us for general corporate purposes, including funding working capital. See "Prospectus Summary—Recent Development—New Revolving Credit Facility."

The outstanding share information following this offering in the table above is based on 48,277,163 shares of common stock outstanding as of March 31, 2021 (after giving effect to the conversion of all shares of convertible preferred stock outstanding as of March 31, 2021 into 19,034,437 shares of common stock) and excludes the following:

- 13,637,676 shares of our common stock issuable upon the exercise of options outstanding as of March 31, 2021, with a weighted-average exercise price of $8.85 per share;
- 1,010,745 shares of our common stock issuable upon the exercise of options granted subsequent to March 31, 2021, with a weighted-average exercise price of $21.34 per share;
- 5,868,221 shares of common stock reserved for issuance under the 2021 Plan (which amount includes approximately 3,950,000 shares of performance stock units, and shares with an aggregate value of $1,200,000 underlying restricted stock units that we currently intend to grant to certain of our service providers upon effectiveness of this offering (composed of $900,000 in respect of non-employee directors and $300,000 in respect of non-employee non-director service providers)), not including (1) the remaining shares of common stock available for future issuance under the 2012 Plan and (2) shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan, as well as any increases in the number of shares of our common stock reserved for future issuance under the 2021 Plan;
- 890,130 shares of common stock available for future issuance under the 2012 Plan and 332,807 shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan, which will become available for future issuance under the 2021 Plan; and

- 1,467,055 shares of our common stock reserved for future issuance under the ESPP which will become effective as of the effective date of the registration statement of which this prospectus is a part, as well as any shares of common stock that may be issued pursuant to provisions in our ESPP that increase the number of shares of our common stock reserved under the ESPP.

Dilution

If you invest in our common stock in this offering, your ownership interest will be diluted to the extent of the difference between the assumed initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering.

Net tangible book value per share is determined by dividing our total tangible assets less our total liabilities and convertible preferred stock (which is not included within stockholders' deficit) by the number of shares of common stock outstanding. Our historical net tangible book value as of March 31, 2021 was $(439.2) million, or $(15.02) per share. Our pro forma net tangible book value as of March 31, 2021 was $(292.8) million, or $(6.06) per share, based on the total number of shares of our common stock outstanding as of March 31, 2021, after giving effect to the automatic conversion of all outstanding shares of our convertible preferred stock as of March 31, 2021 into an aggregate of 19,034,437 shares of common stock in connection with the closing of this offering.

Net tangible book value dilution per share to new investors represents the difference between the amount per share paid by purchasers of shares of common stock in this offering and the pro forma as adjusted net tangible book value per share of common stock immediately after completion of this offering. After giving effect to our sale of shares of common stock in this offering at an assumed initial public offering price of $26.50 per share (the mid-point of the price range set forth on the cover page of this prospectus) and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of March 31, 2021 would have been $(39.8) million, or $(0.68) per share. This represents an immediate increase in net tangible book value of $5.38 per share to existing stockholders and an immediate dilution in net tangible book value of $27.18 per share to purchasers of common stock in this offering, as illustrated in the following table:

Assumed initial public offering price per share		$26.50
Pro forma net tangible book value per share as of March 31, 2021	$(6.06)	
Increase in pro forma net tangible book value per share attributable to new investors	5.38	
Pro forma as adjusted net tangible book value per share after this offering		(0.68)
Dilution per share to investors participating in this offering		$27.18

The dilution information discussed above is illustrative only and may change based on the actual initial public offering price and other terms of this offering determined at pricing. Each $1.00 increase (decrease) in the assumed public offering price of $26.50 per share (the mid-point of the price range set forth on the cover page of this prospectus) would increase (decrease), our pro forma as adjusted net tangible book value by $9.8 million, or $0.17 per share, and the pro forma dilution per share to investors in this offering by $0.83 per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions, and estimated offering expenses payable by us. Similarly, each increase or decrease of 1,000,000 in the number of shares offered by us would increase or decrease the pro forma as adjusted net tangible book value by approximately $0.42 per share or (0.44) per share, and the pro forma dilution per share to investors in this offering by $(0.42) per share or 0.44 per share, assuming the assumed initial public offering price remains the same and after deducting the estimated underwriting discounts and commissions, and estimated offering expenses payable by us.

If the underwriters' option to purchase additional shares from us is exercised in full, the pro forma as adjusted net tangible book value per share after this offering would be $(0.01) per share, the increase in pro forma as adjusted net tangible book value per share to existing stockholders would be $6.05 per share and the dilution to new investors purchasing shares in this offering would be $26.51 per share.

The table below summarizes as of March 31, 2021, on a pro forma as adjusted basis described above, the number of shares of our common stock, the total consideration, and the average price per share (i) paid to us by our existing stockholders and (ii) to be paid by new investors purchasing our common stock in this offering at an assumed initial public offering price of $26.50 per share (the midpoint of the price range set forth on the cover page of this prospectus), before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares purchased		Total consideration		Average price per share
	Number	Percent	Amount	Percent	
Existing stockholders	48,277,163	82.1%	$ 248,603,000	47.2%	$ 5.15
New investors	10,500,000	17.9%	$ 278,250,000	52.8%	$ 26.50
Totals	58,777,163	100.0%	$ 526,853,000	100.0%	$ 8.96

Each $1.00 increase (decrease) in the assumed initial public offering price of $26.50 per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the total consideration paid by new investors and total consideration paid by all stockholders by approximately $10.5 million, assuming that the number of shares of common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their option to purchase additional shares of our common stock in full, our existing stockholders would own 80.0% and our new investors would own 20.0% of the total number of shares of our common stock outstanding upon completion of this offering. The total consideration paid by our existing stockholders would be approximately $248.6 million, or 43.7%, and the total consideration paid by our new investors would be $320.0 million, or 56.3%.

The foregoing calculations (other than the historical net tangible book value calculations) are based on 48,277,163 shares of common stock outstanding as of March 31, 2021 (after giving effect to the conversion of all of our outstanding convertible preferred stock as of March 31, 2021 into 19,034,437 shares of our common stock), and exclude the following shares as of March 31, 2021:

- 13,637,676 shares of our common stock issuable upon the exercise of options outstanding as of March 31, 2021, with a weighted-average exercise price of $8.85 per share;
- 1,010,745 shares of our common stock issuable upon the exercise of options granted subsequent to March 31, 2021, with a weighted-average exercise price of $21.34 per share;
- 5,868,221 shares of common stock reserved for issuance under the 2021 Plan (which amount includes approximately 3,950,000 shares of performance stock units, and shares with an aggregate value of $1,200,000 underlying restricted stock units that we currently intend to grant to certain of our service providers upon effectiveness of this offering (composed of $900,000 in respect of non-employee directors and $300,000 in respect of non-employee non-director service

providers)), not including (1) the remaining shares of common stock available for future issuance under the 2012 Plan and (2) shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan, as well as any increases in the number of shares of our common stock reserved for future issuance under the 2021 Plan;

- 890,130 shares of common stock available for future issuance under the 2012 Plan and 332,807 shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan, which will become available for future issuance under the 2021 Plan; and
- 1,467,055 shares of our common stock reserved for future issuance under the ESPP which will become effective as of the effective date of the registration statement of which this prospectus is a part, as well as any shares of common stock that may be issued pursuant to provisions in our ESPP that increase the number of shares of our common stock reserved under the ESPP.

Selected consolidated financial data

The following selected consolidated statements of operations data for the fiscal years 2019 and 2020 and the consolidated balance sheet data as of June 30, 2019 and 2020 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future. We derived the consolidated statements of operations data for the nine months ended March 31, 2020 and 2021, and the consolidated balance sheet data as of March 31, 2021, from our unaudited consolidated financial statements included elsewhere in this prospectus. The unaudited consolidated financial statements include all adjustments, consisting of normal recurring adjustments, which we consider necessary for a fair presentation of the financial position and the results of operations for these periods. You should read the following selected consolidated financial data below in conjunction with the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
	(in thousands, except share and per share data)			
Consolidated statements of operations:				
Revenues				
SaaS and support	$ 73,997	$ 114,125	$ 82,880	$104,644
Subscription license	48,939	48,427	37,256	31,530
Total recurring revenues	122,936	162,552	120,136	136,174
Professional services	20,287	24,300	19,168	17,202
Total revenues	143,223	186,852	139,304	153,376
Cost of revenues				
SaaS and support	23,170	37,677	27,924	29,981
Total cost of recurring revenues	23,170	37,677	27,924	29,981
Professional services	21,723	32,847	25,442	24,050
Restructuring	—	765	—	—
Total cost of revenues[1]	44,893	71,289	53,366	54,031
Gross profit	98,330	115,563	85,938	99,345
Operating expenses:				
Research and development[1]	28,826	42,090	32,643	37,136
Sales and marketing[1]	44,889	58,898	45,923	47,217
General and administrative[1][2]	28,718	28,491	23,041	28,310
Restructuring	—	2,894	—	—
Total operating expenses	102,433	132,373	101,607	112,663
Operating loss	(4,103)	(16,810)	(15,669)	(13,318)
Interest expense	(19,944)	(27,856)	(20,850)	(18,524)
Other income (expense), net	(898)	(896)	(827)	1,317
Net loss before income taxes	$ (24,945)	$ (45,562)	$ (37,346)	$ (30,525)
Income tax benefit (expense)	7,806	(353)	(287)	(329)
Net loss	$ (17,139)	$ (45,915)	$ (37,633)	$ (30,854)
Less: cumulative dividends allocated to preferred shareholders	(12,044)	(14,048)	(10,353)	(11,581)

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
			(in thousands, except share and per share data)	
Net loss attributable to common stockholders	$ (29,183)	$ (59,963)	$ (47,986)	$ (42,435)
Net loss per share attributable to common stockholders, basic and diluted[3]	$ (1.25)	$ (2.49)	$ (1.99)	$ (1.54)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted[3]	23,338,800	24,109,146	24,079,727	27,587,758
Pro forma net loss per share attributable to common stockholders, basic and diluted[3]		$ (1.41)		$ (0.95)
Weighted-average number of shares used to compute pro forma net loss per share attributable to common stockholders, basic and diluted[3]		42,775,541		46,641,356

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

(1) Includes stock-based compensation as follows:

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
				(in thousands)
Cost of revenues:				
Cost of SaaS and support	$ 76	$ 203	$ 212	$ 188
Cost of professional services	117	439	358	639
Research and development	560	1,145	873	3,019
Sales and marketing	592	1,037	812	3,828
General and administrative	1,576	1,315	843	5,055
Total stock-based compensation	$2,921	$4,139	$3,098	$12,729

(2) Includes acquisition-related transaction costs of $3.4 million for fiscal year 2019.

(3) See Note 2 to our consolidated financial statements for an explanation of the calculations of our basic net loss per share attributable to common stockholders. The pro forma net loss per share attributable to common stockholders was computed using the weighted-average number of shares of common stock outstanding adjusted to give effect to (a) conversion of all outstanding shares of our convertible preferred stock into shares of common stock in connection with the closing of this offering, (b) the vesting of restricted stock related to early exercised options and associated recognition of stock-based compensation expense which will occur upon the effectiveness of this registration statement, and (c) additional stock-based compensation expense associated with options that vest upon the effectiveness of this registration statement. For each of these events, the calculation is as though the event had occurred as of the beginning of the period or on the date of issuance, if later.

The following table presents the calculation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the period indicated (in thousands, except share and per share data):

	Year ended June 30, 2020	Nine months ended March 31, 2021
Numerator		
Net loss attributable to common stockholders	$ (59,963)	$ (42,435)
Stock-based compensation expense	(214)	(1,759)
Pro forma net loss attributable to common stockholders, basic and diluted	(60,177)	(44,194)
Denominator		
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	24,109,146	27,587,758
Pro forma adjustment to reflect the assumed conversion of the convertible preferred stock	18,666,395	19,034,437
Pro forma adjustment to reflect the vesting of restricted stock	—	19,161
Weighted-average number of shares used to compute pro forma net loss per share attributable to common stockholders, basic and diluted	42,775,541	46,641,356
Pro forma net loss per share attributable to common stockholders, basic and diluted	$ (1.41)	$ (0.95)

Consolidated balance sheet data:

	As of June 30		As of March 31
	2019	2020	2021
			(in thousands)
Cash and cash equivalents	$ 21,501	$ 42,052	$ 71,332
Restricted cash	1,117	1,107	1,715
Total assets	366,236	377,012	412,547
Debt, net	268,320	279,458	275,310
Total liabilities	365,191	403,528	419,376
Convertible preferred stock	127,692	144,148	144,148
Total stockholders' deficit	(126,647)	(170,664)	(150,977)

Non-GAAP financial measures

Non-GAAP gross profit

We define Non-GAAP gross profit as GAAP gross profit before the portion related to cost of revenues of stock-based compensation expense, amortization of intangible assets, and certain restructuring costs. We believe Non-GAAP gross profit provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of gross profit.

The following table provides a reconciliation of gross profit to non-GAAP gross profit (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Gross profit	$ 98,330	$ 115,563	$ 85,938	$ 99,345
Adjusted to exclude the following (as related to cost of revenues):				
Stock-based compensation	193	642	570	827
Amortization of intangible assets	5,282	7,371	5,530	5,061
Restructuring costs	—	765	—	—
Non-GAAP gross profit	$ 103,805	$ 124,341	$ 92,038	$ 105,233

Non-GAAP recurring gross profit

We define Non-GAAP recurring gross profit as GAAP total recurring revenues less GAAP total cost of recurring revenues adjusted for the portion of cost related to stock-based compensation and amortization of intangible assets. We believe Non-GAAP recurring gross profit provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of recurring gross profit as management is focused on increasing sales associated with our recurring revenue stream.

The following table provides a reconciliation of recurring gross profit to non-GAAP recurring gross profit (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Total recurring revenues	$ 122,936	$ 162,552	$ 120,136	$ 136,174
Total cost of recurring revenues	23,170	37,677	27,924	29,981
Recurring gross profit	99,766	124,875	92,212	106,193
Adjusted to exclude the following (as related to recurring cost of revenues)				
Stock-based compensation	76	203	212	188
Amortization of intangible assets	5,282	7,371	5,530	5,061
Non-GAAP recurring gross profit	$ 105,124	$ 132,449	$ 97,954	$ 111,442

Non-GAAP operating profit (loss)

We define Non-GAAP operating profit (loss) as GAAP operating loss excluding stock-based compensation expense, amortization of intangible assets, and certain one-time expenses. We believe Non-GAAP operating profit (loss) provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of operating loss.

The following table provides a reconciliation of operating loss to non-GAAP operating profit (loss) (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Operating loss	$ (4,103)	$ (16,810)	$ (15,669)	$ (13,318)
Adjusted to exclude the following (including the portion related to cost of revenues):				
Stock-based compensation	2,921	4,139	3,098	12,729
Amortization of intangible assets	8,383	11,339	8,506	8,038
Acquisition-related transaction costs	3,395	—	—	—
Restructuring costs	—	3,659	—	—
Non-GAAP operating profit (loss)	$ 10,596	$ 2,327	$ (4,065)	$ 7,449

Management’s discussion and analysis of financial condition and results of operations

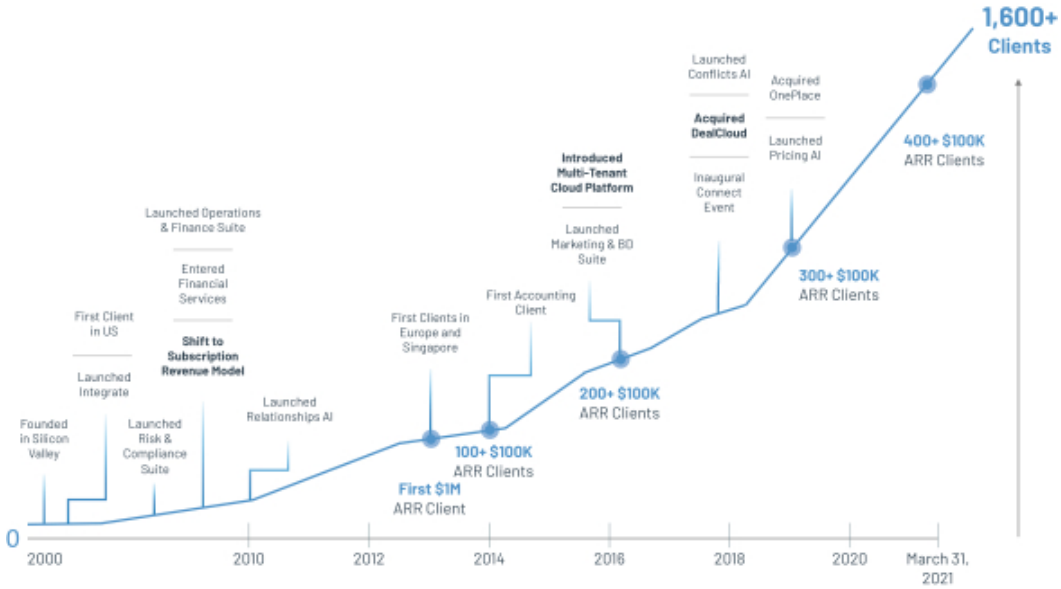
The following discussion and analysis of our financial condition and results of operations should be read together with our audited consolidated financial statements and related notes and other financial information included in this prospectus. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this prospectus, particularly in the section titled “Risk Factors.” Our historical results are not necessarily indicative of the results that may be expected for any period in the future. Unless otherwise noted, any reference to a year preceded by the word “fiscal” refers to the fiscal year ended June 30 of that year.

Overview

Intapp is a leading provider of industry-specific, cloud-based software solutions for the professional and financial services industry globally. We empower the world’s premier private capital, investment banking, legal, accounting, and consulting firms with the technology they need to meet rapidly changing client, investor, and regulatory requirements, deliver the right insights to the right professionals, and operate more competitively.

Our Intapp Platform is purpose-built to modernize these firms. The platform facilitates greater team collaboration, digitizes complex workflows to optimize deal and engagement execution, and leverages proprietary AI to help nurture relationships and originate new business. By better connecting their most important assets—people, processes, and data—our platform helps firms increase client fees and investment returns, operate more efficiently, and better manage risk and compliance.

Intapp was founded in 2000 originally to solve the challenges of integrating and managing key data for professionals, primarily serving the legal market. We have subsequently grown our business organically and through acquisitions to serve a broad set of professional and financial services firms in the United States and abroad, including investment banks, and private capital, legal, accounting and consulting firms. To serve this industry, we have built a complete end-to-end software platform which includes multiple applications and solutions.



We generate revenues primarily from software subscriptions, typically with one-year or multi-year contract terms. We sell our software through a direct enterprise sales model, which targets clients based on end market, geography, firm size, and business need. Historically, most of our clients hosted our software on-premises. However, as we saw the potential for the cloud to impact the professional and financial services industry, we invested in developing a multi-tenant cloud version of our platform and launched our initial software-as-a-service (“SaaS”) solutions in 2017. We recognize revenues from SaaS subscriptions ratably over the term of the contract, while we recognize revenues from the license component of on-premises subscriptions upfront and the support component of such subscriptions ratably over the support term. We generally price our subscriptions based on the modules deployed as well as the number of users adopting our solution.

We expect substantially all of our new ARR growth in the future to be from the sale of SaaS subscriptions. As of March 31, 2021, Cloud ARR made up 49% of our total ARR and we expect Cloud ARR as a percentage of total ARR to grow over time. As of June 30, 2019 and 2020, Cloud ARR totaled $47.3 million and $74.1 million, respectively, an increase of 57% year-on-year. As of March 31, 2020 and 2021, Cloud ARR totaled $65.2 million and $99.2 million, respectively, an increase of 52% year-on-year. ARR represents the annualized recurring value of the current portion of all active SaaS and on-premises subscription contracts at the end of a reporting period. Contracts with a term other than one year are annualized by taking the committed contract value for the current period divided by number of days in that period then multiplying by 365.

We generate a majority of our non-recurring revenues from professional services. Our clients utilize these services to configure and implement one or more modules of the Intapp Platform,

integrate those modules with the existing platform and with other core systems in their IT environment, upgrade their existing deployment, and provide training for their employees. Other professional services include strategic consulting and advisory work, which are generally provided on a standalone basis.

As of March 31, 2021, we had over 1,600 clients. Our business has grown historically through a combination of expanding within our existing client base—including selling new solutions and adding additional users—and by acquiring new clients in existing and new segments and geographies. With our scalable, modular cloud platform, we believe we are well positioned to continue our growth through the adoption of cloud-based solutions by professional and financial services firms.

Our total revenues for fiscal years 2019 and 2020 were $143.2 million and $186.9 million, respectively. Net losses attributable to us for fiscal years 2019 and 2020 were $17.1 million and $45.9 million, respectively.

Our total revenues for the nine months ended March 31, 2020 and 2021 were $139.3 million and $153.4 million, respectively. Net losses attributable to us for the nine months ended March 31, 2020 and 2021 were $37.6 million and $30.9 million, respectively.

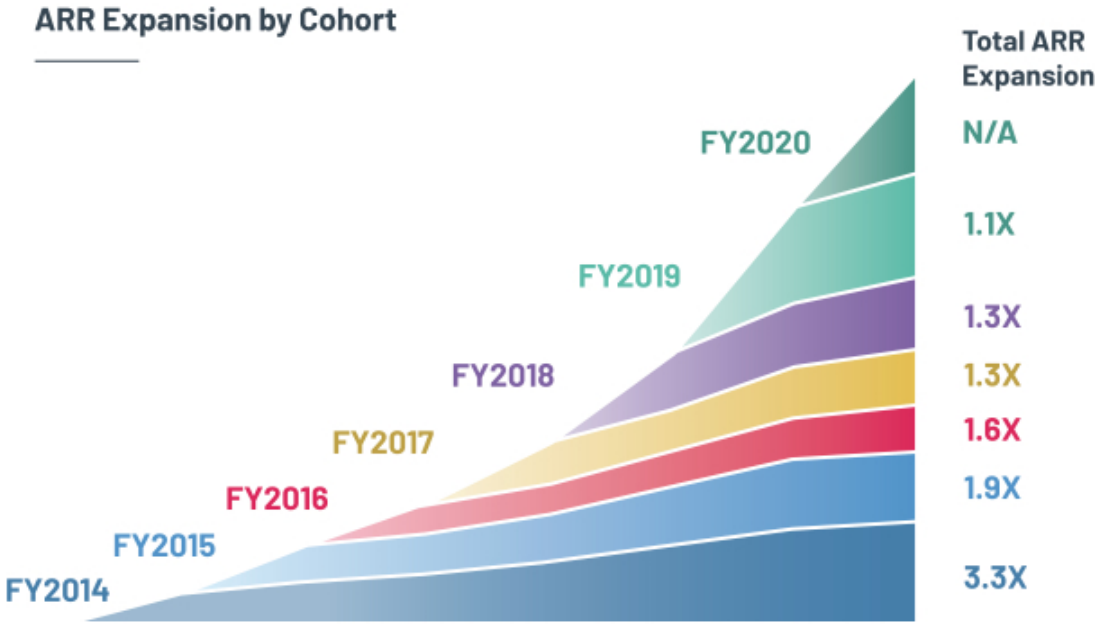
Factors affecting our performance

Market adoption of our cloud platform. Our future growth depends on our ability to win new professional and financial services clients and expand within our existing client base, primarily through the continued acceptance of our cloud business. Our cloud business has historically grown faster than our overall business, and represents an increasing proportion of our ARR. We must demonstrate to new and existing clients the benefits of selecting our cloud platform, and support those deployments once live with reliable and secure service. From a sales perspective, our ability to add new clients and expand within existing accounts depends upon a number of factors, including the quality and effectiveness of our sales personnel and marketing efforts, and our ability to convince key decision makers within professional and financial services firms to embrace the Intapp Platform over point solutions, internally developed solutions, and horizontal solutions.

Long-term ARR expansion. A key element of our growth strategy is expanding within our existing client base. We typically land new clients by selling an application suite or capability to address a desired business outcome. From there, we seek to grow with the client, encouraging them to adopt our end-to-end platform capabilities across more of their organization until they reach full adoption of our platform.

We believe the historical ARR expansion within our existing client base illustrates our success in executing our land and expand strategy over the long term. To measure ARR expansion, we categorize clients by the year in which they first contracted for any of our platform modules, which we call an annual cohort. For each annual cohort, we measure the cohort's aggregate ARR for our most recently completed fiscal year and divide it by the cohort's aggregate ARR at the end of the previously completed fiscal year. We refer to the resulting quotient as ARR expansion.

The graphic below illustrates our ARR expansion for annual cohorts beginning in fiscal year 2014, including clients acquired through certain business acquisitions on a pro forma basis. Each individual annual cohort is not necessarily predictive of other or future annual cohorts.



We measure our ability to grow and retain ARR from existing clients using a metric we refer to as net revenue retention. We calculate this by starting with the ARR from the cohort of all clients as of the twelve months prior to the applicable fiscal period, or prior period ARR. We then calculate the ARR from these same clients as of the current fiscal period, or current period ARR. We then divide the current period ARR by the prior period ARR to calculate the net revenue retention.

This metric accounts for changes in our recurring revenue base from capability increases or decreases, seat increases or decreases, price increases or decreases, and client attrition. We have averaged a net revenue retention rate of over 110% for fiscal years 2019 and 2020 due to a low level of client attrition and steady increase in client adoption of our platform's capabilities. However, if our clients do not continue to see the ability of our platform to generate return on investment relative to other software alternatives, net revenue retention could suffer and our operating results may be adversely affected.

Continued investment in innovation and growth. We have made substantial investments in research and development and sales and marketing to achieve a leadership position in our market and grow our revenues and client base. We intend to continue to invest in research and development to build new capabilities and maintain the core technology underpinning our differentiated platform. In addition, we expect to increase investment in sales and marketing to broaden our reach with new clients in the United States and abroad and deepen our penetration with existing clients. We are in the process of increasing our general and administrative spending to support our growing operations and prepare for operating as a public company. With our revenue growth objectives, we expect to continue to make such investments for the foreseeable future.

To complement our organic growth engine, we continue to evaluate acquisition opportunities that will help us extend our platform, broaden and deepen our market leadership, and add new clients, and we have a track record of successfully identifying and integrating complementary businesses within the professional and financial services industry.

COVID-19 effects on demand for our platform. In light of the onset of COVID-19 in the third quarter of fiscal year 2020, we experienced lower demand and longer sales cycles from some of our clients than we would have anticipated going into the second half of fiscal year 2020. Over recent months, we have seen demand for our platform solutions begin to recover. However, given the ongoing nature of the COVID-19 pandemic and the risks it poses for business operations and demand for services across all sectors, there is no guarantee with respect to the timing or magnitude of demand recovery in the economy, or in the industry sectors that we serve, which may adversely impact our operating results.

Key business metrics

We review a number of operating and financial metrics, including the following key metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans, and make strategic decisions.

Annual recurring revenues ("ARR")

ARR represents the annualized recurring value of all active SaaS and on-premises subscription contracts at the end of a reporting period. Contracts with a term other than one year are annualized by taking the committed contract value for the current period divided by number of days in that period then multiplying by 365. As a metric, ARR mitigates fluctuations in revenue recognition due to certain factors, including contract term and the sales mix of SaaS contracts and subscription licenses. ARR does not have any standardized meaning and may not be comparable to similarly titled measures presented by other companies. ARR should be viewed independently of revenues and deferred revenues and is not intended to be combined with or to replace either of those elements of our financial statements. ARR is not a forecast and the active contracts at the end of a reporting period used in calculating ARR may or may not be extended or renewed by our clients.

ARR was $143.4 million and $172.6 million as of June 30, 2019 and 2020, respectively, an increase of 20%. ARR was $164.1 million and $201.0 million as of March 31, 2020 and 2021, respectively, an increase of 22%.

Cloud ARR

Cloud ARR is the portion of our ARR which represents the annualized recurring value of our active SaaS contracts. We believe Cloud ARR provides important information about our ability to sell new SaaS subscriptions to existing clients and to acquire new SaaS clients.

Cloud ARR was $47.3 million and $74.1 million as of June 30, 2019 and 2020, and represented 33% and 43% of ARR for fiscal years 2019 and 2020, respectively. Cloud ARR was $65.2 million and $99.2 million as of March 31, 2020 and 2021, respectively, and represented 40% and 49% of ARR, respectively.

Number of clients

We believe our ability to increase the number of clients on our platform is a key indicator of the growth of our business and our future business opportunities. We define a client at the end of any reporting period as an entity with at least one active subscription as of the measurement date. As of March 31, 2021, we had over 1,600 clients.

Our client base includes some of the largest and most reputable professional and financial services firms globally. These clients have the financial and operating resources needed to purchase, deploy, and successfully use the full capabilities of our software platform, and as such, we believe the number of our clients with contracts greater than $100,000 of ARR is an important metric for highlighting our progress on the path to full adoption of our platform by our professional and financial services clients. As of March 31, 2020 and 2021, we had over 325 and 400 clients, respectively, with contracts greater than $100,000 of ARR.

Non-GAAP financial measures

Non-GAAP gross profit

We define Non-GAAP gross profit as GAAP gross profit before the portion related to cost of revenues of stock-based compensation expense, amortization of intangible assets, and certain restructuring costs. We believe Non-GAAP gross profit provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of gross profit.

The following table provides a reconciliation of gross profit to non-GAAP gross profit (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019*	2020*	2020	2021
Gross profit*	$ 98,330	$ 115,563	$ 85,938	$ 99,345
Adjusted to exclude the following (as related to cost of revenues):				
Stock-based compensation	193	642	570	827
Amortization of intangible assets	5,282	7,371	5,530	5,061
Restructuring costs	—	765	—	—
Non-GAAP gross profit	$ 103,805	$ 124,341	$ 92,038	$ 105,233

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

Non-GAAP recurring gross profit

We define Non-GAAP recurring gross profit as GAAP total recurring revenues less GAAP total cost of recurring revenues adjusted for the portion of cost related to stock-based compensation expense and amortization of intangible assets. We believe Non-GAAP recurring gross profit provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of recurring gross profit as management is focused on increasing sales associated with our recurring revenue stream.

The following table provides a reconciliation of recurring gross profit to non-GAAP recurring gross profit (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019*	2020*	2020	2021
Total recurring revenues*	$ 122,936	$ 162,552	$ 120,136	$ 136,174
Total cost of recurring revenues	23,170	37,677	27,924	29,981
Recurring gross profit*	99,766	124,875	92,212	106,193
Adjusted to exclude the following (as related to recurring cost of revenues)				
Stock-based compensation	76	203	212	188
Amortization of intangible assets	5,282	7,371	5,530	5,061
Non-GAAP recurring gross profit	$ 105,124	$ 132,449	$ 97,954	$ 111,442

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

Non-GAAP operating profit (loss)

We define Non-GAAP operating profit (loss) as GAAP operating loss excluding stock-based compensation expense, amortization of intangible assets, certain acquisition-related transaction costs and restructuring costs. We believe Non-GAAP operating profit (loss) provides investors and other users of our financial information consistency and comparability with our past financial performance and facilitates period-to-period comparisons of GAAP operating loss.

The following table provides a reconciliation of GAAP operating loss to non-GAAP operating profit (loss) (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019*	2020*	2020	2021
Operating loss*	$ (4,103)	$(16,810)	$(15,669)	$(13,318)
Adjusted to exclude the following (including the portion related to cost of revenues):				
Stock-based compensation	2,921	4,139	3,098	12,729
Amortization of intangible assets	8,383	11,339	8,506	8,038
Acquisition-related transaction costs	3,395	—	—	—
Restructuring costs	—	3,659	—	—
Non-GAAP operating profit (loss)	$10,596	$ 2,327	$ (4,065)	$ 7,449

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

Components of our results of operations

Revenues

We generate recurring revenues from the sale of our SaaS solutions, subscriptions to our term software applications, and from providing support for those applications. We generate non-recurring revenues primarily by delivering professional services for the configuration,

implementation and upgrade of our solutions. Our recurring revenues accounted for 86% and 87% of our total revenues during fiscal years 2019 and 2020. For the nine months ended March 31, 2020 and 2021, recurring revenues accounted for 86% and 89% of our total revenues, respectively.

SaaS and support

We recognize revenues from our SaaS solutions ratably over the term of the contract beginning once the SaaS environment is provisioned and made available to clients. The initial term of our SaaS contracts is generally one to three years in duration.

Support revenues consist of non-cancelable support which is included with our subscription licenses and entitles clients to receive technical support and software updates, on a when and if available basis. We recognize revenues for support ratably over the term of the support contract which corresponds to the underlying subscription license agreement. We expect to continue to generate a relatively consistent stream of revenues from support services we provide to our existing subscription license clients. However, over time as we focus on new sales of our SaaS solutions and encourage existing subscription license clients to migrate to SaaS solutions, we expect revenues from support to decrease as a percentage of total revenues.

Subscription license

Our subscription licenses provide the client with the right to functional intellectual property and are distinct performance obligations as the client can benefit from the subscription licenses on their own. The transaction price allocated to subscription license arrangements is recognized as revenues at a point in time when control is transferred to the client, which generally occurs at the time of delivery. Subscription license fees are generally payable in advance on an annual basis over the term of the license arrangement, which is typically noncancelable.

Professional services

Our professional services primarily consist of implementation, configuration and upgrade services provided to clients. The majority of professional services engagements are billed to clients on a time and materials basis and revenues are recognized as invoiced. We expect the demand for our professional services to increase due to client growth and the need for implementation, upgrade, and migration services for new and existing clients. This demand will be affected by the mix of professional services that are provided by us versus provided by our third-party implementation partners. Our professional services are currently loss making (after allocated overhead for facilities and IT) and accounted for 14% and 13% of our total revenues during fiscal years 2019 and 2020, respectively. For the nine months ended March 31, 2020 and 2021, professional services accounted for 14% and 11% of our total revenues, respectively.

Cost of revenues

Our cost of revenues consists primarily of expenses related to providing SaaS subscription, support and professional services to our clients, including personnel costs (salaries, bonuses, benefits, and stock-based compensation) and related expenses for client support and services personnel, as well as cloud infrastructure costs, third-party expenses, depreciation of fixed assets, amortization of capitalized internal-use software costs and acquired intangible assets, and allocated overhead. We do not have any cost of revenues related to our subscription licenses. We recognized expenses in fiscal year 2020 related to our April 2020 restructuring plan for the organizational integration of the DealCloud acquisition and some COVID-related headcount reductions that impacted our cost of

revenues. We expect our cost of revenues to increase in absolute dollars as we expand our SaaS client base over time as this will result in increased cloud infrastructure costs and increased costs for additional personnel to provide technical support services to our growing client base.

Cost of SaaS and support

Our cost of SaaS and support revenues comprises the direct costs to deliver and support our products, including salaries, bonus, benefits, stock-based compensation, as well as allocated overhead for facilities and IT, third-party hosting fees related to cloud services, amortization of capitalized internal-use software costs and amortization of acquired intangible assets.

Cost of professional services

Our cost of professional services revenues comprises the personnel-related expenses for our professional services employees and contractors responsible for delivering implementation, upgrade and migration services to our clients. This includes salaries, benefits, stock-based compensation, and allocated overhead for facilities and IT. We expect the cost of professional services revenues to increase in absolute dollars as we continue to hire personnel to provide implementation, upgrade and migration services to our growing client base.

Operating expenses

Research and development expense

Our research and development expenses comprise costs associated with the development of our software products for sale. The major components of research and development costs include salaries and employee benefits, costs of third-party services, and allocations of various overhead and occupancy costs. We expect our research and development expenses to continue to increase in absolute dollars for the foreseeable future as we continue to dedicate substantial internal resources to develop, improve and expand the functionality of our solutions.

Sales and marketing expense

Our sales and marketing expenses consist primarily of costs incurred for personnel-related expenses for our sales and marketing employees as well as commission payments to our sales employees, costs of marketing events and online advertising, allocations of various overhead and occupancy costs and travel and entertainment expenses. We capitalize client acquisition costs (principally commissions paid to sales personnel) and subsequently amortize these costs over the expected period of benefit. We expect our marketing expenses to decrease in absolute dollars in the short term as we decreased our marketing headcount and slowed down on marketing spend in response to the COVID-19 pandemic. However, we expect in the long-term we will see an increase of our sales and marketing expense as we continue to expand our direct sales force to capitalize on opportunities for growth and resume in-person conferences and attendance at trade shows once the COVID-19 pandemic has been brought under control.

General and administrative expense

Our general and administrative expenses consist primarily of personnel-related expenses as well as professional services and facilities costs related to our executive, finance, human resources, information technology and legal functions. Following the completion of this offering, we expect to incur significant additional accounting and legal costs related to compliance with rules and regulations enacted by the SEC, including the additional costs of achieving and maintaining

compliance with the Sarbanes-Oxley Act, as well as additional insurance, investor relations and other costs associated with being a public company.

Restructuring

Restructuring expenses relate to our April 2020 restructuring plan for the organizational integration of the DealCloud acquisition and some COVID-related headcount reductions across all functions. These charges have been classified in cost of revenues or operating expenses according to the nature of the expenses.

Interest expense

Interest expense, net primarily consists of the interest on our debt. We expect interest expense to vary each reporting period depending on the amount of outstanding debt and prevailing interest rates.

Other income (expense), net

Other income (expense), net consists primarily of realized and unrealized foreign exchange gains and losses resulting from fluctuations in foreign exchange rates on monetary assets and liabilities denominated in currencies other than the U.S. dollar.

Income tax benefit (expense)

Our income tax provision consists of an estimate of federal, state, and foreign income taxes based on enacted federal, state, and foreign tax rates, as adjusted for allowable credits, deductions, uncertain tax positions, changes in the valuation of our deferred tax assets and liabilities, and changes in tax laws. We maintain a full valuation allowance on our federal and state deferred tax assets as we have concluded that it is not more likely than not that the deferred tax assets will be realized.

Results of operations

The following tables set forth our results of operations for the periods presented, expressed in total dollar terms and as a percentage of total revenues (percentages may not add up due to rounding):

	Year ended June 30,				Nine months ended March 31,			
	2019 As adjusted*		2020 As adjusted*		2020		2021	
	(in thousands, except for percentages)							
Revenues:								
SaaS and support	$ 73,997	52%	$114,125	61%	$ 82,880	59%	$ 104,644	68%
Subscription license	48,939	34	48,427	26	37,256	27	31,530	21
Total recurring revenues	122,936	86	162,552	87	120,136	86	136,174	89
Professional services	20,287	14	24,300	13	19,168	14	17,202	11
Total revenues	143,223	100	186,852	100	139,304	100	153,376	100
Cost of revenues:								
SaaS and support	23,170	16	37,677	20	27,924	20	29,981	20
Total cost of recurring revenues	23,170	16	37,677	20	27,924	20	29,981	20
Professional services	21,723	15	32,847	18	25,442	18	24,050	16
Restructuring	—	—	765	—	—	—	—	—
Total cost of revenues	44,893	31	71,289	38	53,366	38	54,031	35
Gross profit	98,330	69	115,563	62	85,938	62	99,345	65
Operating expenses:								
Research and development	28,826	20	42,090	23	32,643	23	37,136	24
Sales and marketing	44,889	31	58,898	32	45,923	33	47,217	31
General and administrative(1)	28,718	20	28,491	15	23,041	17	28,310	18
Restructuring	—	—	2,894	2	—	—	—	—
Total operating expenses	102,433	72	132,373	71	101,607	73	112,663	73
Operating loss	(4,103)	(3)	(16,810)	(9)	(15,669)	(11)	(13,318)	(9)
Interest expense	(19,944)	(14)	(27,856)	(15)	(20,850)	(15)	(18,524)	(12)
Other income (expense), net	(898)	(1)	(896)	—	(827)	(1)	1,317	1
Net loss before income taxes	(24,945)	(17)	(45,562)	(24)	(37,346)	(27)	(30,525)	(20)
Income tax benefit (expense)	7,806	5	(353)	—	(287)	—	(329)	—
Net loss	$ (17,139)	(12)%	$ (45,915)	(25)%	$ (37,633)	(27)%	$ (30,854)	(20)%

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 to our consolidated financial statements for a summary of adjustments.

(1) Includes acquisition-related transaction costs of $3.4 million for fiscal year 2019.

Nine months ended March 31, 2020 and 2021

Revenues

	Nine months ended March 31,		Change	
	2020	2021	$	%
	(in thousands, except for percentages)			
Revenues:				
SaaS and support	$ 82,880	$ 104,644	$ 21,764	26%
Subscription license	37,256	31,530	(5,726)	(15)%
Total recurring revenues	120,136	136,174	16,038	13%
Professional services	19,168	17,202	(1,966)	(10)%
Total revenues	$ 139,304	$ 153,376	$ 14,072	10%

Recurring revenues

Recurring revenues from the sale of our SaaS solutions, from subscriptions to our term software solutions, and from providing support for these solutions increased by $16.0 million, or 13%, compared to the prior year.

Our SaaS and support revenues grew $21.8 million, or 26%, during the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020, principally due to increased sales to new clients and additional orders and renewals by existing clients.

Subscription license revenues decreased $5.7 million, or 15%, during the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020, primarily due to fewer multi-year deals originating or renewing in the nine months ended March 31, 2021 compared to the prior period. We anticipate subscription license revenues as a percentage of our total revenues may vary quarter to quarter and will continue to decrease as we continue to emphasize the sale of SaaS solutions to our clients.

Professional services

Professional services revenues decreased by $2.0 million, or 10%, during the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020. The decrease was primarily due to the impact of COVID-19 which caused a slow-down in new sales and the related demand for implementation services, as well as a reduction in demand for upgrade and migration services.

Cost of revenues and gross profit

	Nine months ended March 31,		Change	
	2020	2021	$	%
		(in thousands, except for percentages)		
Cost of revenues:				
SaaS and support	$ 27,924	$ 29,981	$ 2,057	7%
Total cost of recurring revenues	27,924	29,981	2,057	7%
Professional services	25,442	24,050	(1,392)	(5)%
Total cost of revenues	$ 53,366	$ 54,031	$ 665	1%
Gross profit				
SaaS and support	$ 54,956	$ 74,663	$19,707	36%
Subscription license	37,256	31,530	(5,726)	(15)%
Total gross profit—recurring revenues	$ 92,212	$ 106,193	$13,981	15%
Professional services	(6,274)	(6,848)	(574)	9%
Gross profit	$ 85,938	$ 99,345	$13,407	16%

Cost of SaaS and support

Cost of SaaS and support revenues increased by $2.1 million, or 7%, for the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020. The increase can be attributed primarily to an increase in royalty expenses associated with third-party products in our software offerings, partially off-set by reduction in travel related expense and amortization of acquired intangible assets.

Cost of professional services

Cost of professional services revenues decreased by $1.4 million, or 5%, for the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020, primarily driven by a decrease in travel related costs due to the impact of COVID-19, partially off-set by an increase in headcount-related costs due to new hires.

Gross profit

Gross profit increased by $13.4 million, or 16%, driven by the growth in SaaS and support revenues together with cost savings due to reduced travel related costs as a result of the COVID-19 pandemic, which was offset by a reduction in subscription license and professional services revenues and an increase in royalty expenses.

Operating expenses

	Nine months ended March 31,		Change	
	2020	2021	$	%
		(in thousands, except for percentages)		
Operating expenses:				
Research and development	$ 32,643	$ 37,136	$ 4,493	14%
Sales and marketing	45,923	47,217	1,294	3%
General and administrative	23,041	28,310	5,269	23%
Total operating expenses	$ 101,607	$ 112,663	$11,056	11%

Research and development expense

Research and development expense increased by $4.5 million, or 14%, for the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020, primarily due to headcount- related costs. Stock-based compensation expense increased by $2.1 million due to an increase in option grants made in the first nine months of fiscal year 2021 combined with an increase in the fair value of the stock underlying such grants. Personnel related costs increased by $3.1 million as we continued to invest in development of our future product offerings. Of this amount, $2.7 million was attributable to a combination of increased headcount, the impact of annual pay raises and an increase in accrued bonus, and $0.4 million was attributable to contract labor costs. These increases were partially offset by a decrease in travel related costs of $0.8 million due to COVID-19 related restrictions.

Sales and marketing expense

Sales and marketing expense increased by $1.3 million, or 3%, for the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020, primarily driven by increased headcount-related costs, partially offset by reduced travel and marketing expenses. Stock-based compensation expense increased by $3.0 million due to an increase in option grants made in the first nine months of fiscal year 2021 combined with an increase in the fair value of the stock underlying such grants. Payroll expenses increased by $3.5 million due to an increase in headcount, the impact of annual pay raises and higher commission expense due to new sales growth. These increases were partially offset by a decrease in travel related costs of $3.2 million and marketing expenses of $2.0 million, resulting from the curtailment of business travel and in-person corporate marketing events caused by COVID-19.

General and administrative expense

General and administrative expense increased by $5.3 million, or 23%, for the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020. The increase was primarily driven by personnel expenses and costs associated with our preparations to go public. Stock-based compensation expense increased by $4.2 million due to an increase in option grants made in the first nine months of fiscal year 2021 combined with an increase in the fair value of the stock underlying such grants. We also incurred increased expenditures for consultants and professional services of $3.5 million. These increases were partially offset by a $1.4 million decrease in travel and entertainment and company event related expenses resulting from the suspension of business travel and in-person company events, due to COVID-19, and a $0.3 million decrease in payroll and related costs largely due to delays in filling headcount replacements and new hires.

Interest expense

	Nine months ended March 31,		Change	
	2020	2021	$	%
	(in thousands, except for percentages)			
Interest expense	$ (20,850)	$ (18,524)	$2,326	(11)%

Interest expense decreased by $2.3 million for the nine months ended March 31, 2021 compared to the nine months ended March 31, 2020. The reduction was primarily driven by a decrease in the variable interest rate on our debt.

Other income (expense), net

	Nine months ended March 31,		Change	
	2020	2021	$	%
		(in thousands, except for percentages)		
Other income (expense), net	$ (827)	$ 1,317	$2,144	(259)%

The increase in other income (expense), net for the nine months ended March 31, 2021 was primarily attributable to unrealized foreign exchange gains arising on our cash and accounts receivable balances denominated in British Pounds as a result of the British Pound strengthening against the U.S. Dollar during the period.

Years ended June 30, 2019 and 2020

Revenues

	Year ended June 30,		Change	
	2019	2020	$	%
		(in thousands, except for percentages)		
Revenues:				
SaaS and support	$ 73,997	$114,125	$40,128	54%
Subscription license	48,939	48,427	(512)	(1)%
Total recurring revenues	122,936	162,552	39,616	32%
Professional services	20,287	24,300	4,013	20%
Total revenues	143,223	186,852	$43,629	30%

Recurring revenues

Recurring revenues from the sale of our SaaS solutions, from subscriptions to our term software solutions, and from providing support for these solutions increased by $39.6 million, or 32%, compared to the prior year.

Our SaaS and support revenues, which grew $40.1 million, or 54%, in fiscal year 2020 compared to fiscal year 2019. This increase was principally due to the full year of revenues recognized from initial SaaS subscription and support services sold to new and existing clients in fiscal year 2019 and from renewals of such services in fiscal year 2020, the full year of revenues from the three fiscal year 2019 acquisitions, DealCloud, gwabbit and OnePlace and revenues from initial sales to new and existing clients in fiscal year 2020.

Subscription license revenues decreased $0.5 million, or 1% in fiscal year 2020 compared to the prior year as we emphasized new sales of SaaS solutions to our clients. We anticipate that the percentage of subscription license revenues as a percentage of our total revenues will continue to decrease.

Professional services

Professional services revenues increased by $4.0 million, or 20%, for fiscal year 2020 compared to fiscal year 2019. The increase was primarily driven by an increase in implementation agreements as we performed implementation, upgrade and migration services to on-board new clients and expanded our offerings to our existing clients.

Cost of revenues and gross profit

	Year ended June 30,		Change	
	2019	2020	$	%
	(in thousands, except for percentages)			
Cost of revenues:				
SaaS and support	$ 23,170	$ 37,677	$ 14,507	63%
Total cost of recurring revenues	23,170	37,677	14,507	63%
Professional services	21,723	32,847	11,124	51%
Restructuring	—	765	765	n/a
Total cost of revenues	$ 44,893	$ 71,289	$ 26,396	59%
Gross profit				
SaaS and support	$ 50,827	$ 76,448	$ 25,621	50%
Subscription license	48,939	48,427	(512)	(1)%
Total gross profit—recurring revenues	$ 99,766	$ 124,875	$ 25,109	25%
Professional services (including restructuring of $0 and $765)	(1,436)	(9,312)	(7,876)	548%
Gross profit	$ 98,330	$ 115,563	$ 17,233	18%

Cost of SaaS and support

Cost of SaaS and support revenues increased by $14.5 million, or 63%, for fiscal year 2020 compared to fiscal year 2019. The increase can be attributed primarily to increases in headcount, hosting and facilities costs to support our growth as we scale our business. Specifically, our payroll-related costs increased by $5.1 million, our facility and technology costs increased by $4.8 million, and amortization of acquired technology and capitalized software increased by $2.7 million.

Cost of professional services

Cost of professional services revenues increased by $11.1 million, or 51%, for fiscal year 2020 compared to fiscal year 2019. The increase was primarily driven by an increase of $9.6 million in our personnel-related expenses for our professional services employees and consultants as we expanded our teams to provide implementation services to our growing client base.

Restructuring

Restructuring expense, which was primarily related to professional services, was $0.8 million in fiscal year 2020 as a result of a re-organization and restructuring plan undertaken by the management in April 2020 and consists of severance and employee benefit costs.

Gross profit

Our gross profit increased by $17.2 million, primarily due to growth in our recurring revenues, which was partially offset by an increase in professional services costs as we invested in implementation, upgrade and migration services to on-board new clients and to expand our subscription revenues within our existing client base, and additional SaaS and support costs due to increased investment in our cloud operations.

Operating expenses

	Year ended June 30,		Change	
	2019	2020	$	%
		(in thousands)		
Operating expenses:				
Research and development	$ 28,826	$ 42,090	$13,264	46%
Sales and marketing	44,889	58,898	14,009	31%
General and administrative	28,718	28,491	(227)	(1)%
Restructuring	—	2,894	2,894	n/a
Total operating expenses	$102,433	$ 132,373	$29,940	29%

Research and development expense

Research and development expense increased by $13.3 million, or 46%, for fiscal year 2020 compared to fiscal year 2019. The increase was driven in part by an additional $6.1 million in payroll and related costs, including $0.6 million of stock-based compensation, as a result of increased headcount, along with an increase of $4.3 million in costs for consultants and contractors in order to support the development of our products and an increase of $2.2 million in the allocation of various overhead and occupancy costs to support our increased headcount.

Sales and marketing expense

Sales and marketing expenses increased by $14.0 million, or 31%, for fiscal year 2020 compared to fiscal year 2019. The increase was primarily driven by an additional $12.3 million in payroll and related costs, including $0.4 million of stock-based compensation, and an increase of $2.9 million in the allocation of various overhead and occupancy costs to support our increased headcount. Additionally, there was an increase of $0.8 million in amortization for our tradename and client relationships that we acquired as part of our acquisitions in fiscal year 2019. These increases were partially offset by a decrease of $2.5 million in marketing and sales expenses as we canceled all in-person marketing and sales events in early 2020 in response to the COVID-19 pandemic.

General and administrative expense

General and administrative expense decreased by $0.2 million, or 1%, for fiscal year 2020 compared to fiscal year 2019. While we had an increase in certain expenses to support the growth of our business, such as an increase of $3.9 million in payroll and related costs due to increased headcount, the increase was offset by a decrease in transaction costs of $3.1 million, and a decrease of $0.6 million in recruiting costs, a decrease of $0.3 million in travel and entertainment expenses and a decrease of $0.3 million in costs related to conferences and events which were related to cost reduction measures taken in response to the COVID-19 pandemic.

Restructuring

Restructuring expense was $2.9 million in fiscal year 2020 as a result of a re-organization and restructuring plan undertaken by the management in April 2020 and consists of severance and employee benefit costs.

Interest expense

	Year ended June 30,		Change	
	2019	2020	$	%
		(in thousands)		
Interest expense	$(19,944)	$ (27,856)	$(7,912)	40%

Interest expense increased by $7.9 million for fiscal year 2020 compared to fiscal year 2019. The change was primarily driven by an increase in our term loan in May 2019, resulting in interest being paid on a higher balance for the entire fiscal year 2020 compared to only a partial period during fiscal year 2019. Additionally, we increased our borrowings on the credit facility during the twelve months ended June 30, 2020.

Income tax benefit (expense)

	Year ended June 30,		Change	
	2019	2020	$	%
		(in thousands)		
Income tax benefit (expense)	$7,806	$ (353)	$(8,159)	(105)%

Income tax expense was $0.4 million for fiscal year 2020 compared to an income tax benefit of $7.8 million recorded during fiscal year 2019. Our income tax benefit during fiscal year 2019 was primarily attributable to a partial release of the valuation allowance against our deferred tax assets in the U.S. due to acquisitions that were completed during the year. The valuation allowance release was the result of net deferred tax liabilities originating from the acquisitions that were an available source of income to realize a portion of our deferred tax assets.

Quarterly results of operations

The following tables set forth our unaudited quarterly consolidated statements of operations data for each of the seven quarters ended March 31, 2021, as well as the percentage that each line item represents of total revenues. The information for each of these quarters has been prepared on the same basis as the audited annual consolidated financial statements included elsewhere in this prospectus, and, in the opinion of management, reflects all adjustments, consisting only of normal recurring adjustments, necessary for the fair presentation of this data. These historical quarterly operating results are not necessarily indicative of the results to be expected for a full year or any future period.

	Three months ended						
	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021
						(in thousands)	
Revenues							
SaaS and support	$ 25,209	$ 28,160	$ 29,511	$ 31,245	$ 33,105	$ 34,651	$ 36,888
Subscription license	12,614	11,655	12,987	11,171	9,996	9,750	11,784
Total recurring revenues	37,823	39,815	42,498	42,416	43,101	44,401	48,672
Professional services	6,637	6,336	6,195	5,132	5,042	5,184	6,976
Total revenues	44,460	46,151	48,693	47,548	48,143	49,585	55,648
Cost of revenues							
SaaS and support	8,754	9,013	10,157	9,753	9,279	9,876	10,826
Total cost of recurring revenues	8,754	9,013	10,157	9,753	9,279	9,876	10,826
Professional services	7,669	8,978	8,795	7,405	7,704	7,551	8,795
Restructuring	—	—	—	765	—	—	—
Total cost of revenues	16,423	17,991	18,952	17,923	16,983	17,427	19,621
Gross profit	28,037	28,160	29,741	29,625	31,160	32,158	36,027
Operating expenses:							
Research and development	9,926	10,931	11,786	9,447	11,954	12,146	13,036
Sales and marketing	14,504	15,592	15,827	12,975	15,338	15,472	16,407
General and administrative	7,396	7,757	7,888	5,450	8,144	9,437	10,729
Restructuring	—	—	—	2,894	—	—	—
Total operating expenses	31,826	34,280	35,501	30,766	35,436	37,055	40,172
Operating loss	(3,789)	(6,120)	(5,760)	(1,141)	(4,276)	(4,897)	(4,145)
Interest expense	(6,917)	(6,925)	(7,008)	(7,006)	(6,279)	(6,395)	(5,850)
Other income (expense), net	(599)	604	(832)	(69)	268	1,107	(58)
Net loss before income taxes	(11,305)	(12,441)	(13,600)	(8,216)	(10,287)	(10,185)	(10,053)
Income tax expense	(3)	(112)	(172)	(66)	(120)	(145)	(64)
Net loss	$ (11,308)	$ (12,553)	$ (13,772)	$ (8,282)	$ (10,407)	$ (10,330)	$ (10,117)

Quarterly trends as a percent of total revenues (percentages may not add up due to rounding):

	Three months ended						
	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021
	(as a percent of total revenues)						
Revenues							
SaaS and support	57%	61%	61%	66%	69%	70%	66%
Subscription license	28	25	27	23	21	20	21
Total recurring revenues	85	86	87	89	90	90	87
Professional services	15	14	13	11	10	10	13
Total revenues	100	100	100	100	100	100	100
Cost of revenues							
SaaS and support	20	20	21	21	19	20	19
Total cost of recurring revenues	20	20	21	21	19	20	19
Professional services	17	19	18	16	16	15	16
Restructuring	—	—	—	2	—	—	—
Total cost of revenues	37	39	39	38	35	35	35
Gross profit	63	61	61	62	65	65	65
Operating expenses:							
Research and development	22	24	24	20	25	24	23
Sales and marketing	33	34	33	27	32	31	29
General and administrative	17	17	16	11	17	19	19
Restructuring	—	—	—	6	—	—	—
Total operating expenses	72	74	73	65	74	75	72
Operating loss	(9)	(13)	(12)	(2)	(9)	(10)	(7)
Interest expense	(16)	(15)	(14)	(15)	(13)	(13)	(11)
Other income (expense) net	(1)	1	(2)	—	1	2	—
Net loss before income taxes	(25)	(27)	(28)	(17)	(21)	(21)	(18)
Income tax expense	—	—	—	—	—	—	—
Net loss	(25)%	(27)%	(28)%	(17)%	(22)%	(21)%	(18)%

Quarterly trends in revenues

Our quarterly SaaS and support revenues increased sequentially for each period presented, primarily due to sales to new clients and additional orders and renewals placed by existing

clients. We cannot assure you that this pattern of sequential growth in SaaS and support revenues will continue.

Sales of our subscription licenses are recognized at a point-in-time, generally upon delivery of the license, rather than over the license term, which causes our quarterly subscription license revenues to fluctuate depending on the timing of new sales and renewals of existing contracts. As we have emphasized sales of SaaS solutions to our clients, our quarterly subscription license revenues have generally decreased each quarter, except the third quarter of fiscal years 2020 and 2021, when there was an increase caused largely by the number of subscription license deals contracted in those quarters. We anticipate that subscription license revenues will generally continue to decrease as we focus on sales of our SaaS solutions but may fluctuate quarter to quarter depending on the pattern of existing annual and multi-year contract renewals.

Our professional services revenues declined over the periods presented except the third quarter of fiscal year 2021 as a result of the timing and demand for implementation, upgrade, and migration services by our new and existing clients.

The proportion of our total revenues derived from SaaS and support increased over the first six quarters presented as we continued to focus on new sales of our SaaS solutions and encouraged existing subscription license clients to migrate to SaaS solutions. Although revenues from SaaS and support increased in absolute dollars during the third quarter of fiscal year 2021, they decreased as a proportion of our total revenues due to an increase in subscription license and professional services revenues. Gross profit as a percentage of total revenues increased sequentially for each period presented since the second quarter of fiscal year 2020, as we experienced increased economies of scale as we grew.

Quarterly trends in cost of revenues

Our quarterly total cost of revenues increased sequentially from the first to the third quarter of fiscal year 2020, primarily due to an increase in cost of SaaS and support as we invested in supporting our growing client base and product offerings. We completed a re-organization and restructuring plan in the fourth quarter of fiscal year 2020 as well as some COVID-related headcount reductions which resulted in a restructuring charge of $0.8 million for severance and employee benefits. We also implemented cost reduction measures in response to the COVID-19 pandemic, including ceasing all travel and in-person events. The reduction in headcount as a result of the restructuring combined with the cost reduction measures resulted in decreased cost of revenues starting in the fourth quarter of fiscal year 2020. Our cost of revenues increased again in the second quarter of fiscal year 2021 as we eased the cost reduction measures and hired additional personnel to provide technical support services to our growing client base.

Quarterly trends in operating expenses

Our quarterly total operating expenses, as well as quarterly research and development, sales and marketing and general and administrative expenses, increased sequentially during the first three quarters of fiscal year 2020, primarily due to increases in employee compensation-related costs driven by increase in headcount in each of these functions. In the fourth quarter of fiscal year 2020, we completed a restructuring plan for the organizational integration of the DealCloud acquisition and some COVID-related headcount reductions across all functions, and we cancelled all in-person meetings and events in response to the COVID-19 pandemic, resulting in a restructuring charge of $2.9 million and a decline in operating expense across all functions.

During the first three quarters of fiscal year 2021, our quarterly total operating expenses increased across all functions primarily as a result of stock-based compensation expense associated with a new grant of performance-based equity awards and an increase in salary costs due to annual salary raises and new hires. In addition, our general and administrative costs increased in the second and third quarters of fiscal year 2021 as we increased expenditures on consultants and incurred higher professional services fees in preparation for becoming a public company.

Liquidity and capital resources

Sources of liquidity

As of March 31, 2021, we had cash, cash equivalents, and restricted cash of $73.0 million. After the completion of this offering, we expect to enter into the New Revolving Credit Facility arranged by certain syndicate lenders. See “Prospectus Summary—Recent Developments—New Revolving Credit Facility” for additional information. To date, we have financed our operations primarily through collections from clients, borrowings under our credit facility and the issuance of convertible preferred and common stock. We generally bill and collect from our clients annually in advance. Our billings are subject to seasonality, with billings in the second and fourth quarters substantially higher than in the first and third quarters.

We expect that operating losses and negative cash flows from operations could continue in the future as we continue to invest in the growth of our business. We believe our existing cash and cash equivalents and restricted cash as of March 31, 2021 will be sufficient to meet our working capital and capital expenditure needs for at least the next twelve months.

Our future capital requirements will depend on many factors, including, but not limited to, our ability to grow our revenues and the timing and extent of investment across our organization necessary to support growth in our business. In addition, we may, in the future enter into arrangements to acquire or invest in complementary businesses or technologies. We may need to seek additional equity or debt financing in order to meet these future capital requirements. If we are unable to raise additional capital when desired, or on terms that are acceptable to us, our business, financial condition and results of operations could be adversely affected.

We continue to assess the effect of the COVID-19 pandemic on our operations. The extent to which the COVID-19 pandemic will impact our business and operations will depend on future developments that are highly uncertain and cannot be predicted with confidence, such as the continuing spread of the infection, the duration of the pandemic, and the effectiveness of actions taken in the United States and other countries to contain and treat the disease.

Cash flows

The following table summarizes our cash flows from operating, investing, and financing activities for the periods indicated (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Cash flow Data:				
Net cash used in operating activities[(1)]	$ (5,064)	$ (1,410)	$ (23,375)	$ (2,077)
Net cash used in investing activities	(194,605)	(5,134)	(3,965)	(4,035)
Net cash provided by financing activities	204,276	27,246	26,782	35,126
Effect of foreign exchange rates on cash and cash equivalents	(187)	(161)	(314)	874
Net increase (decrease) in cash, cash equivalents, and restricted cash	$ 4,420	$ 20,541	$ (872)	$ 29,888

(1) Includes debt-related cash interest payments of $17.7 million and $22.1 million during fiscal years 2019 and 2020, respectively, and $15.5 million and $18.6 million during the nine months ended March 31, 2020 and 2021, respectively.

Operating activities

During the nine months ended March 31, 2021, net cash used in operating activities was $2.1 million, primarily resulting from our operating loss of $30.9 million, which was offset by $28.8 million of adjustments. These adjustments consisted of $23.4 million of non-cash charges (principally comprising depreciation and amortization and stock-based compensation expense) and net cash inflow of $5.4 million from net changes in operating assets and liabilities. The net cash inflow from changes in operating assets and liabilities was primarily driven by an increase in deferred revenues of $11.8 million due to our revenue growth and a decrease in unbilled revenues of $1.8 million due to the timing of invoicing our clients and an increase in accounts payable and accrued liabilities of $0.9 million. These changes were partially offset by an increase in our accounts and other receivables of $5.0 million due to an increase in our billing and timing of client payments, an increase in deferred commissions of $2.2 million and a decrease in other liabilities of $1.8 million due to timing of payments.

During the nine months ended March 31, 2020, net cash used in operating activities was $23.4 million, primarily resulting from our operating loss of $37.6 million, which was offset by $14.2 million of adjustments. These adjustments consisted of $13.3 million of non-cash charges (principally comprising depreciation and amortization and stock-based compensation expense) and net cash inflow of $0.9 million from net changes in operating assets and liabilities. The net cash inflow from changes in operating assets and liabilities was primarily driven by an increase in deferred revenues of $9.0 million consistent with our revenue growth and an increase in other liabilities of $8.4 million which primarily related to accrued interest on our debt and deferred rent. These changes were partially offset by an increase in unbilled revenues of $6.0 million, accounts and other receivables of $4.2 million and deferred commissions of $2.5 million consistent with our revenue growth and an increase in prepaid expenses of $3.1 million due to timing of payments.

During fiscal year 2020, net cash used in operating activities was $1.4 million, primarily resulting from our operating loss of $45.9 million, which was offset by $44.5 million of adjustments. These adjustments consisted of $18.1 million of non-cash charges (principally comprising depreciation and amortization and stock-based compensation expense), and net cash inflow of $26.4 million from net changes in operating assets and liabilities. The net cash inflow from changes in operating assets and liabilities was primarily driven by a decrease in accounts and other receivable of $7.7 million as we increased collections on our outstanding receivables, an increase in deferred revenues of $18.0 million consistent with our revenue growth and an increase in other liabilities of $9.0 million which primarily related to accrued interest on our debt and deferred rent. These changes were partially offset by an increase in unbilled revenues of $3.8 million and deferred commissions of $3.4 million consistent with our revenue growth and a decrease in accounts payable and other accrued liabilities of $1.3 million due to timing of payments.

During fiscal year 2019, net cash used in operating activities was $5.1 million, primarily resulting from our operating loss of $17.1 million, which was offset by $12.0 million of adjustments. These adjustments consisted of non-cash charges of $5.8 million and net cash inflow of $6.2 million from net changes in operating assets and liabilities, net of business combinations. The net cash inflow from changes in operating assets and liabilities was primarily driven by an increase in deferred revenues of $18.9 million due to our revenue growth and an increase in accounts

payable and accrued liabilities of $10.0 million due to timing of payments. These changes were partially offset by an increase in unbilled revenues of $3.8 million and deferred commissions of $3.8 million consistent with our revenue growth and an increase in accounts and other receivables of $14.0 million due to the timing of collections from our clients.

Investing activities

Net cash used in investing activities consists of business acquisitions, purchases of property and equipment, leasehold improvements, and capitalization of internal use software costs.

During the nine months ended March 31, 2021, net cash used in investing activities was $4.0 million, consisting of capital expenditures of $2.4 million on property and equipment consisting largely of leasehold improvements to our facilities in Charlotte and capitalization of internal-use software costs of $1.6 million.

During the nine months ended March 31, 2020, net cash used in investing activities was $4.0 million, consisting of capitalization of internal-use software costs of $1.8 million and capital expenditures of $2.2 million on property and equipment consisting largely of leasehold improvements to our facilities in Charlotte.

During fiscal year 2020, net cash used in investing activities was $5.1 million, consisting of capitalized internal use software costs of $2.5 million and capital expenditures of $2.6 million on property and equipment.

During fiscal year 2019, net cash used in investing activities was $194.6 million, consisting of $190.3 million of cash consideration (net of cash acquired), paid for our acquisitions of DealCloud, gwabbit and OnePlace, capital expenditures of $2.4 million on property and equipment including $1.8 million in leasehold improvements, and $1.9 million of capitalized internal-use software.

Financing activities

During the nine months ended March 31, 2021, net cash provided by financing activities was $35.1 million, primarily comprised of $29.0 million from the issuance of common stock and $14.6 million proceeds from option exercises, partially offset by $5.0 million for the repayment of borrowings on our revolving line of credit and $1.9 million of payments for the repurchase of common stock and $1.6 million of payments related to deferred offering costs.

During the nine months ended March 31, 2020, net cash provided by financing activities was $26.8 million, primarily resulting from $16.5 million net proceeds for the issuance of convertible preferred stock, $10.0 million of net proceeds from borrowings on our revolving line of credit and $3.1 million proceeds from option exercises and a shareholder contribution offset by payments of $2.8 million to repurchase shares and options in the tender offer in October 2019.

During fiscal year 2020, net cash provided by financing activities was $27.2 million, primarily resulting from $16.5 million net proceeds for the issuance of convertible preferred stock, $3.6 million proceeds from option exercises and shareholder contribution and $10.0 million of net proceeds from borrowings on our revolving line of credit offset by payments of $2.8 million to repurchase shares and options in the tender offer in October 2019.

During fiscal year 2019, net cash provided by financing activities was $204.3 million, primarily resulting from $281.0 million of proceeds from borrowings, $5.9 million from stock option exercises and the issuance of common stock, partially offset by payments on borrowings of $78.0 million and $4.6 million of debt financing costs.

Contractual obligations and commitments

The following table summarizes our contractual obligations as of June 30, 2020 and the effects that such obligations are expected to have on our liquidity and cash flows in future periods (in thousands):

		Payments due by period			
	Total	Less than 1 year	1-3 Years	3-5 years	More than 5 years
Operating lease obligations	$ 38,730	$ 8,001	$ 15,353	$ 4,659	$ 10,717
Term loan*	273,000	—	—	273,000	—
Credit facility	10,000	—	—	10,000	—
Software and other	8,648	4,468	4,059	121	—
Total	$330,378	$ 12,469	$ 19,412	$287,780	$ 10,717

* Excludes interest payments on the term loan which are based on a variable interest rate as discussed below under “Indebtedness.”

Indebtedness

After the completion of this offering, we expect to enter into the $100 million New Revolving Credit Facility arranged by certain syndicate lenders. Proceeds are expected to be available to us for general corporate purposes, including funding working capital. On June 18, 2021, we entered into a commitment letter with JPMorgan Chase Bank, N.A. with respect to $50 million under the New Revolving Credit Facility; however, the terms of our financing arrangements have not yet been determined, remain under discussion, and are subject to change, including as a function of market conditions.

In September 2013, we obtained a revolving and term credit facility (as amended in 2018 and 2019, the “credit facility”) from a lender, which provides for a total borrowing capacity of $283.0 million, consisting of a $273.0 million term loan and a $10.0 million revolving line of credit.

Amounts drawn under the revolving line of credit may be repaid and reborrowed at any time during the term of the agreement. The outstanding principal amount of the draws, together with any accrued and unpaid interest are due and payable on the maturity date or, if earlier, on the date on which they are declared due and payable pursuant to the credit facility. We may prepay the term loans at any time with an applicable prepayment premium. Any principal amount of the term loans that is repaid or prepaid may not be reborrowed.

The credit facility and term loans bear a floating rate of interest, which we select at the beginning of a period between (i) a LIBOR loan, for which the interest rate is calculated as the then-current LIBOR rate, with a floor of 1.00%, plus 7.25%, and (ii) an index loan, for which the interest rate is calculated as the then-current Wall Street Journal Prime rate, with a floor of 2.00%, plus 6.25%. The credit facility is collateralized by substantially all of our assets. The maturity date of the credit facility is August 2023.

The credit facility contains certain restrictive covenants which, among other things, requires us to meet a defined financial ratio as well as maintain a specified minimum liquidity amount. We were in compliance with all of the covenants as of March 31, 2021. Failure to be in compliance with these covenants could adversely affect our business, including requiring all or a portion of our outstanding obligations to become due and payable.

As of March 31, 2021, we had an outstanding balance of $273.0 million under the term loan and $5.0 million under the credit facility.

We incurred $4.6 million of costs directly related to obtaining the credit facility which have been recorded as deferred financing fees and are being amortized to interest expense, using the effective interest method, over the term of the facility.

Quantitative and qualitative disclosures about market risk

We are exposed to market risks in the ordinary course of our business, including interest rate and foreign currency exchange risks.

Interest rate risk

Our exposure to market risk for changes in interest rates relates primarily to our outstanding debt. As of March 31, 2021, we had debt of $278.0 million. Interest on our debt accrues at a variable rate based on the LIBOR or prime rate and is therefore subject to interest rate risk. For example, a hypothetical 100 basis point increase in interest rates would have increased our interest expense by $2.8 million in fiscal year 2020.

Foreign currency exchange risk

Our reporting currency is the U.S. dollar and the functional currency for all of our foreign subsidiaries is the U.S. dollar, except Rekoop Ltd., which uses the U.K. pound.

The majority of our expenses are denominated in U.S. dollars. However, we have foreign currency risks as we have contracts with clients and payroll obligations and a limited number of supply contracts with vendors which have payments denominated in foreign currencies.

The volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. We have experienced and will continue to experience fluctuations in foreign exchange gains and losses related to changes in foreign currency exchange rates. We have not engaged in the hedging of foreign currency transactions to date, although we may choose to do so in the future. We do not believe that a 10% increase or decrease in the relative value of the U.S. dollar to other currencies would have a material effect on our operating results or financial condition.

Credit risk

We routinely assess the creditworthiness of our clients. We have not experienced any material losses related to non-payment of receivables from individual or groups of clients, due to loss of creditworthiness during fiscal years 2019 and 2020 and the nine months ended March 31, 2020 and 2021. Clients representing in excess of 10% of our accounts receivable balance at June 30, 2019, June 30, 2020 and March 31, 2021 were one, zero and zero, respectively. Due to these factors, management believes that we do not have additional credit risk beyond the amounts already provided for collection losses in our accounts receivable.

Critical accounting policies and estimates

The process of preparing our consolidated financial statements in conformity with U.S. GAAP requires the use of estimates and judgments that affect the reported amounts of assets, liabilities, revenues, and expenses. These estimates and judgments are based on historical experience, future expectations and other factors and assumptions we believe to be reasonable under the circumstances. The most significant estimates and judgments are reviewed on an ongoing basis and are revised when necessary. Actual amounts may differ from these estimates and judgments. A summary of our significant accounting policies is contained in Note 2 of our audited consolidated financial statements included elsewhere in this prospectus.

Revenue recognition

Revenue recognition requires judgment and the use of estimates, especially in identifying and evaluating the various non-standard terms and conditions in our contracts with clients and their effect on reported revenues.

We derive our revenues primarily from the following four sources, which represent our performance obligations:

i. *Sales of our SaaS solutions*;

ii. *Sales of subscriptions to license our on-premises software*;

iii. *Provision of support activities*; *and*

iv. *Provision of professional services*.

The estimates and assumptions requiring significant judgment under our revenue recognition policy in accordance with ASC 606 are as follows:

Determination of the transaction price

We determine the transaction price based on the consideration to which we expect to be entitled in exchange for transferring our services and products to the client. We estimate variable consideration included in the transaction price if, in our judgment, it is probable that no significant future reversal of cumulative revenues under the contract will occur.

In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined that contracts generally do not include a significant financing component. The primary purpose of our invoicing terms is to provide clients with simplified and predictable ways of purchasing our products and services, not to receive financing from clients or to provide clients with financing.

Allocation of the transaction price to the performance obligations in the contract

If the contract contains a single performance obligation, we allocate the entire transaction price to the single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on its relative standalone selling price (“SSP”). The determination of SSP involves judgment and is generally based on the contractually stated, observable prices of the promised goods and services charged when sold separately to client. The majority of our contracts contain multiple performance obligations (such as when subscription licenses are sold with support and

implementation services) and are typically capable of being distinct and accounted for as separate performance obligations. In a contract with multiple performance obligations, we allocate revenues to each performance obligation at the inception of the contract.
Some of our performance obligations have observable inputs that are used to determine the SSP of those distinct performance obligations. Where SSP is not directly observable, we determine the SSP using information that may include market conditions and other observable inputs.

Stock-based compensation

We calculate compensation expense related to stock option awards made to employees and directors based on the fair value of stock-based awards on the date of grant. We determine the grant date fair value of our awards using the Black-Scholes option pricing model and the related stock-based compensation is recognized on a straight-line basis, over the period in which an employee is required to provide service in exchange for the stock-based award, which is generally four years. We recognize stock-based compensation expense in the consolidated statements of operations based on awards ultimately expected to vest, and we recognize forfeitures of stock-based awards as they occur.

Determining the fair value of stock-based awards at the grant date requires significant judgement. The determination of the grant date fair value of stock-based awards using the Black-Scholes option-pricing model is affected by our estimated common stock fair value as well as other subjective assumptions including the expected term of the awards, the expected volatility over the expected term of the awards, expected dividend yield and risk-free interest rates. The assumptions used in our option-pricing model represent managements best estimates and are as follows:

- Fair Value of Common Stock. As our stock is not publicly traded, we estimate the fair value of common stock based on contemporaneous valuations and other factors deemed relevant by management.
- Expected Term. The expected term of employee stock options reflects the period for which the Company believes the option will remain outstanding based on historical experience and future expectations.
- Expected Volatility. As we do not have trading history for our common stock, the selected volatility used is representative of expected future volatility. We base expected future volatility on the historical and implied volatility of comparable publicly traded companies over a similar expected term.
- Expected Dividend Yield. We have never declared or paid any cash dividends and do not presently intend to pay cash dividends in the foreseeable future. As a result, we used an expected dividend yield of zero.
- Risk-Free Interest Rates. We base the risk-free interest rate on the applicable rate for a U.S. Treasury issue with a term that closely approximates the expected life of the option grant at the date nearest the option grant date.

We have issued performance-based stock options that vest based upon continued service through the vesting term and achievement of certain new annual contract value targets established by the Board of Directors for a predetermined period. We measure stock-based compensation expense for performance-based stock options based on the estimated grant date fair value determined using the Black-Scholes valuation model, and we recognize compensation expense for such awards in the period in which it becomes probable that the performance target will be achieved.

On December 30, 2020, we entered into a director service agreement with Mr. Charles Moran, where he was engaged as a special advisor to us for a 12-month term for financial advice and advice in connection with our initial public offering. As consideration for Mr. Moran's services, we granted him an option to purchase up to 300,000 shares of our common stock, one-half of which will vest upon the effectiveness of this registration statement or a change of control of the company occurring prior to May 31, 2022, and one-half of which will vest on the first anniversary of that date. The aggregate fair value on the grant date of this stock option award to Mr. Moran is $1.8 million, and upon the effectiveness of our initial public offering or a change of control of the company we expect to recognize $920,000 of stock-based compensation expense for the options which will become fully vested at that date, plus the expense for options that had partially satisfied the service-based vesting condition on that date. The unrecognized compensation cost will be recognized over the remaining service period. If this registration statement does not become effective or if there is not a change of control of the company prior to May 31, 2022, our CEO and Board will determine which portion (if any) of the options will vest.

Goodwill

Goodwill represents the excess purchase price over fair value of net tangible and identifiable intangible assets acquired in our business combinations. We test goodwill for impairment on an annual basis during the fourth quarter or whenever events or changes in circumstances indicate the carrying amount may not be recoverable. We have determined that we have one reporting unit for purposes of our annual impairment evaluation. As part of the annual goodwill impairment test, we first perform a qualitative assessment to determine whether further impairment testing is necessary. If, as a result of this qualitative assessment, it is more-likely-than-not that the fair value of our reporting unit is less than its carrying amounts, the quantitative impairment test will be required. There was no impairment of goodwill recorded for fiscal years 2019 and 2020 and the nine months ended March 31, 2020 and 2021.

Income taxes

The Company accounts for income taxes using the asset and liability method. Under this method, deferred income tax assets and liabilities are recorded based on the estimated future tax effects of differences between the financial statement and income tax basis of existing assets and liabilities. These differences are measured using the enacted statutory tax rates that are expected to apply to taxable income for the years in which differences are expected to reverse. The Company recognizes the effect on deferred income taxes of a change in tax rates in the period that includes the enactment date. The Company records a valuation allowance to reduce its deferred tax assets to the net amount that it believes is more-likely-than-not to be realized. Management considers all available evidence, both positive and negative, including historical levels of income, expectations and risks associated with estimates of future taxable income and ongoing tax planning strategies in assessing the need for a valuation allowance.

Recent accounting pronouncements

See Note 2 to our audited consolidated financial statements included elsewhere in this prospectus for more information regarding recent accounting pronouncements and our assessment of their impact.

JOBS Act

In April 2012, the JOBS Act was enacted. Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. We have elected to use this extended transition period to enable us to comply with certain new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our consolidated financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

We also intend to rely on certain other exemptions and reduced reporting requirements under the JOBS Act, including: not having to (1) provide an auditor’s attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act or (2) comply with any requirement that may be adopted by Public Company Accounting Oversight Board (“PCAOB”) regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis.

We will remain an emerging growth company until the earlier of (1) the last day of fiscal year in which we have more than $1.07 billion in annual revenues; (2) the date we qualify as a “large accelerated filer,” which would occur if the market value of our common stock that is held by non-affiliates exceeds $700 million as of the last business day of the most recently completed second fiscal quarter, and we have been required to file annual, quarterly and current reports under the Exchange Act for at least twelve months , and we have filed at least one annual report pursuant to the Exchange Act; (3) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt securities; and (4) the last day of fiscal year ending after the fifth anniversary of our initial public offering.

Business

Our mission

Our mission is to enable professional and financial services firms to better connect their people, processes, and data through AI-powered software solutions.

Overview

Intapp is a leading provider of industry-specific, cloud-based software solutions for the professional and financial services industry globally. We empower the world's premier private capital, investment banking, legal, accounting, and consulting firms with the technology they need to meet rapidly changing client, investor, and regulatory requirements, deliver the right insights to the right professionals, and operate more competitively.

Our Intapp Platform is purpose-built to modernize these firms. The platform facilitates greater team collaboration, digitizes complex workflows to optimize deal and engagement execution, and leverages proprietary AI to help nurture relationships and originate new business. By better connecting their most important assets—people, processes, and data—our platform helps firms increase client fees and investment returns, operate more efficiently, and better manage risk and compliance.

The professional and financial services industry is one of the largest sectors in the global economy. Firms in this industry operate in a highly connected ecosystem, providing valuable expertise, insight, and advice to a broad range of companies across multiple transactions and engagements. The industry is competitive and uniquely structured around highly experienced partners and professionals who leverage knowledge, intellectual capital, and relationships to succeed, as opposed to providing physical goods. Firms must manage an intricate web of complex, non-linear relationships spread across various functions, processes, and personnel while also navigating an ever-changing regulatory environment.

Historically, firms in the professional and financial services industry have either relied on internally built technology solutions and legacy on-premises software or attempted to use horizontal software providers for their industry-specific technology needs. Internally built or legacy solutions tend to be outdated, expensive, and cumbersome to maintain, while horizontal solutions do not align well with how these firms operate and require heavy customization. As a result, we believe these firms are increasingly embracing industry-specific software and AI technology to achieve improved levels of growth, investment, returns, productivity, risk management, and a differentiated experience for their clients, teams, and investors.

Our deep understanding of the professional and financial services industry has enabled us to develop a suite of solutions on the Intapp Platform tailored to address these challenges faced by firms. We offer two solutions:

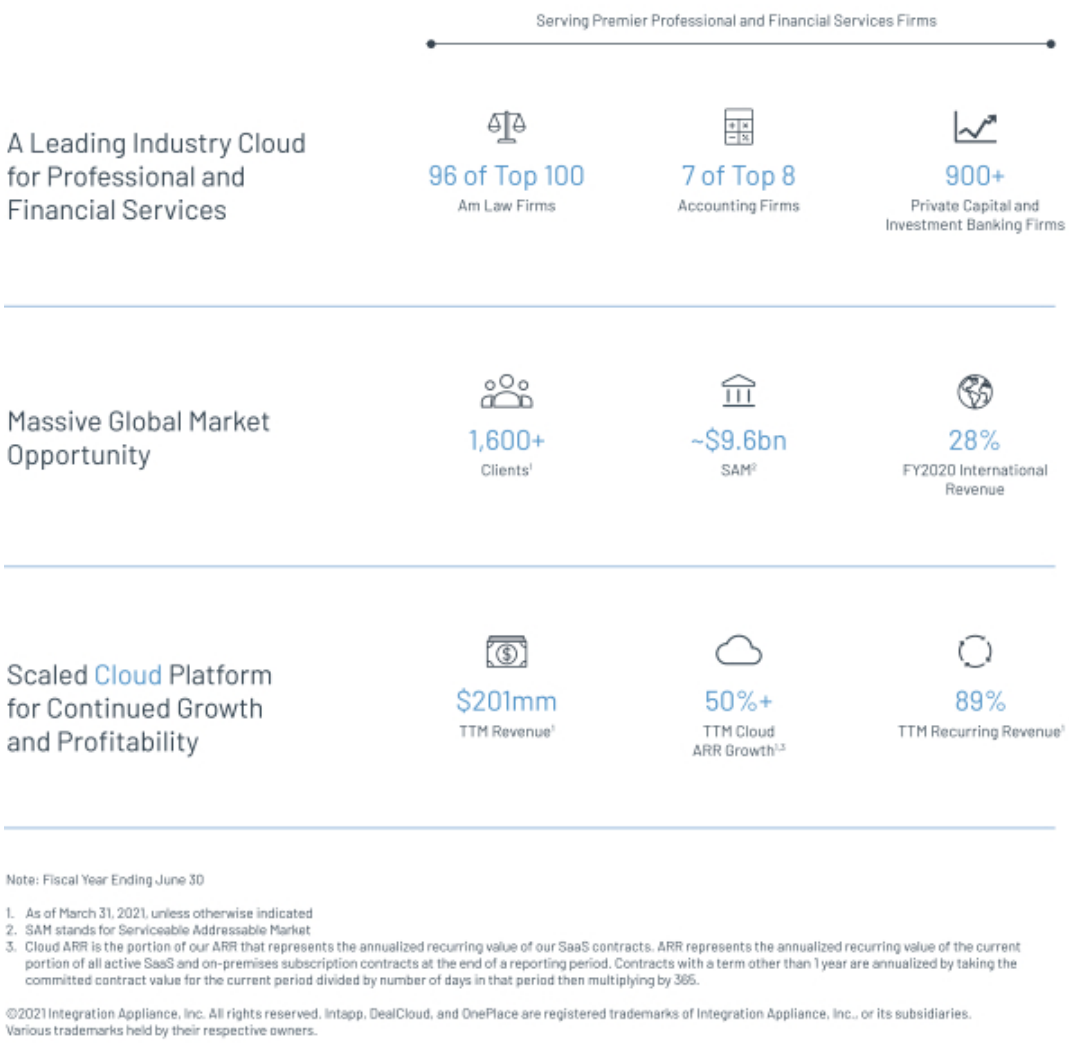
> ***DealCloud*** is our deal and relationship management solution for financial services firms. The solution manages firms' market relationships, prospective clients and investments, current engagements and deal processes, and operations and compliance activities, allowing investors and advisors to react faster, make better decisions, and execute the best deals. For investment banks and advisory firms, this helps enhance their coverage models, achieve greater win rates, and drive higher success fees. For investors, this helps increase origination volume, support investment selection, and drive greater returns.

OnePlace is our solution to manage all aspects of a professional services firm's client and engagement lifecycle. The solution improves client strategy and targeting, business development and origination, and work delivery, increasing financial performance and regulatory compliance. Professionals make better decisions faster by leveraging more institutional knowledge from across the firm.

We believe our solutions provide us with a competitive advantage, driven by our deep domain expertise gained over 20 years of serving professional and financial services firms. We have cultivated difficult-to-replicate, privileged access to these firms to develop thorough expertise in how they work and what they need. Clients value our scalable platform's differentiated domain expertise, purpose-built capabilities, comprehensive end-to-end offering, data-driven AI insights, and industry brand. Our client base represents many of the world's premier professional and financial services firms, including 96 of the Am Law 100 law firms, 7 of the Top 8 accounting firms, and over 900 private capital and investment banking firms.

We sell our software on a subscription basis through a direct enterprise sales model. As of March 31, 2021, we had over 1,600 clients. Our business has historically grown through a combination of expanding within our existing client base—including additional users and capabilities—and selling to new clients. We have had success in driving customers to further adoption, and currently have more than 20 clients with contracts greater than $1 million of ARR. With our scalable, modular cloud-based platform, we believe we are well positioned to continue our growth.

Our total revenues for fiscal year 2020 were $186.9 million, an increase of 30% over the total revenues for fiscal year 2019 of $143.2 million. Our total revenues for the nine months ended March 31, 2021 were $153.4 million, an increase of 10% over the total revenues for the nine months ended March 31, 2020 of $139.3 million. Net losses attributable to us for fiscal years 2019 and 2020 were $17.1 million and $45.9 million, respectively, and for the nine months ended March 31, 2020 and 2021 were $37.6 million and $30.9 million, respectively. Our ARR was $143.4 million and $172.6 million as of June 30, 2019 and 2020, respectively, an increase of 20%. Our ARR was $164.1 million and $201.0 million as of March 31, 2020 and 2021, respectively, an increase of 22%. Recently, the majority of our ARR growth has been driven by the sale of SaaS subscriptions. Our Cloud ARR were $47.3 million and $74.1 million as of June 30, 2019 and 2020, respectively, an increase of 57%. Our Cloud ARR were $65.2 million and $99.2 million as of March 31, 2020 and 2021, respectively, an increase of 52%.



Industry background

The professional and financial services industry is one of the largest sectors in the global economy. Within this industry, we primarily focus on private capital, investment banking, legal, accounting, and consulting firms, which, based on the research we have conducted, we believe collectively represent $3 trillion in total global revenues. These firms are fundamental to the growth and development of the global economy.

Professional and financial services firms provide valuable expertise, insight and advice to companies throughout their lifecycle, from early stages of growth to maturity. Professional and financial services firms operate in a highly connected ecosystem, frequently providing services

and advice to the same end client, or partnering with each other on a specific transaction for the same end client such as an initial public offering, or IPO. Furthermore, it is not uncommon for a single professional or financial services firm to provide multiple services to the same client, as is the case for a Big 4 accounting firm that provides accounting, consulting, taxation, investment banking, legal, and other services.

Professional and financial services firms' business models have unique, differentiating characteristics

Firms in the professional and financial services industry are organized around knowledge, intellectual capital and relationships as opposed to physical goods, manufacturing and supply chains. Firms leverage their specific domain expertise and collective experience to provide their clients with valuable insights and advice or to drive differentiated returns for investors. Instead of a typical sales cycle focused on selling a specific product, these firms have long, continuous, relationship-based sales cycles focused on winning and maintaining client engagements over time, or identifying and closing a series of transactions.

Client engagements often require these firms to manage an intricate web of complex, non-linear relationships spread across various functions, processes, and personnel. As a result, these firms must maintain strong processes to manage confidentiality, potential conflicts of interest and ethical walls in order to monitor and manage risk tied to accepting and winning new engagements. Furthermore, monetization models for these firms tend to be based on success fees or billable hours, or capital returns performance.

The structure of professional and financial services firms is fundamentally different than that of organizations in other industries, such as manufacturing and retail, that consist of large departmental groups with a very small C-suite layer overseeing the entire organization. Professional and financial services firms are structured and organized such that a large number of highly experienced partners and professionals are tasked with operating and managing their own practices or pools of capital to drive business outcomes with departmental functions providing supporting services.

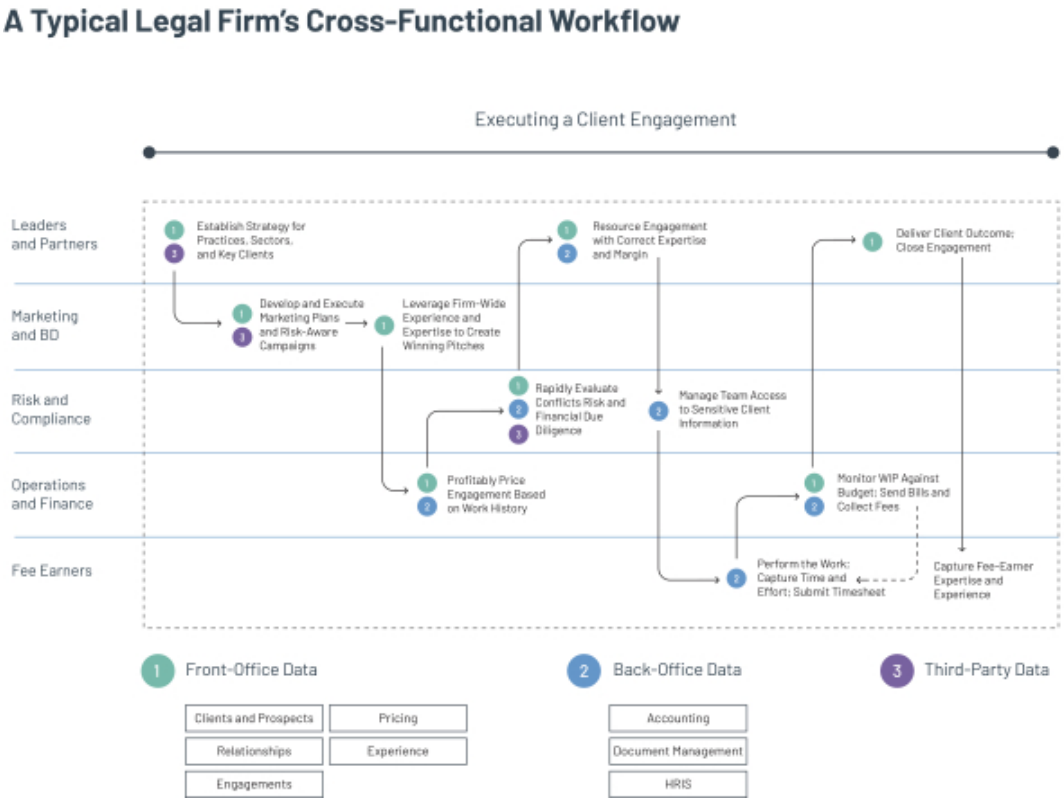
The relationship lifecycle is the cornerstone of success in professional and financial services

Client relationships are the cornerstone of professional and financial services firms' success. They are critical strategic assets and building and maintaining those relationships through a company's lifecycle underpins how professional and financial services firms realize maximum economic value for their services over time. A comprehensive approach to the relationship lifecycle boosts a professional and financial services firm's competitive positioning while increasing its share of the client's business.

Many professional and financial services firms seek to deploy a structured and connected approach to the relationship lifecycle which includes client development, business acceptance, and delivery of client services. Ensuring client satisfaction at every stage of the lifecycle leads to significant gains in winning and maintaining new business by delivering the right insights to the right professionals at the right time. Conversely, any shortcomings in these processes either jeopardize the client experience or lead to failures to capitalize on an opportunity and thus negatively impact the overall client relationship. Therefore, professional and financial services firms seek holistic, unified solutions to deliver successful business outcomes across the entire lifecycle.

Professional and financial services firms utilize complex data and cross-functional processes

To help win new business and ensure client success, teams at professional and financial services firms utilize multiple complex data sources and cross-functional processes that span various personnel functions and systems. Professionals use and analyze vast amounts of both internal and external data sources, such as client, deal, and market data, that reside in various siloed systems. Data needs to be aggregated from these various siloed systems, put in the right context for the right user, and integrated with relevant systems and applications. For example, throughout a typical law firm's workflow cycle, multiple personnel must address a complex number of interdependent tasks (as the diagram below indicates). As professional and financial services firms expand the number of clients and projects, these tasks increase the complexity and collective interdependence required of the teams in the client lifecycle process.



Professional and financial services firms are increasingly embracing digital transformation and use of industry-specific software

Multiple catalysts are driving the rapid adoption of technology in the professional and financial services industry.

- ***Rising client expectations and intensifying competitive environment.*** The professional and financial services industry is experiencing a transformation driven by rising client expectations, an intensifying, expanding competitive landscape, and increased transaction activity. To

continue to grow and compete, professional services firms are broadening their capabilities and expanding into new segments, such as the Big 4 accounting firms' expansion into consulting, taxation, legal, and other services. Similarly, private capital firms focused on equity investments are diversifying into other asset classes such as debt. Additionally, in the private capital markets, there are a rising number of firms competing for the same clients or assets, which is further intensifying the competitive landscape. Clients now have more options and are more informed about process and value. As a result, the market has tipped in favor of the clients, who are increasingly setting the agenda, demanding greater transparency, agility, value and productivity, and better insights from professional and financial services firms. In light of these evolving industry dynamics and client expectations, technology is becoming increasingly necessary to compete successfully, with professional and financial services firms utilizing data-driven business solutions to differentiate their expertise, offerings, and value in order to drive business outcomes.

- ***Adoption of cloud-based software continues to accelerate.*** Mission-critical applications are increasingly being delivered more reliably, securely, cost-effectively and with high scalability to clients via the cloud. New versions and updates are rapidly deployed to all clients. Historically, firms in the professional and financial services industry have relied on internally built solutions and legacy on-premises software. However, with rapid innovation and rising client expectations, these solutions are becoming outdated, less secure, and expensive to maintain. More importantly, cloud-based solutions more readily enable real-time collaboration and provide access to valuable data from anywhere, anytime, on any device. As a result, professional and financial services firms are increasingly adopting and implementing cloud-based software within their organizations.
- ***Unlocking and maintaining collective knowledge and expertise.*** Knowledge and expertise are among the most valuable assets of professional and financial services firms and underpin the relationships that drive value for these organizations. In an increasingly competitive environment, professional and financial services firms are continuously seeking to differentiate themselves on the basis of their knowledge and intellectual capital. Capturing, codifying, and retaining institutional knowledge and expertise is a critical priority. Unlocking the full power of the collective knowledge of a firm requires domain expertise to ascertain the information critical to a professional or financial services firm, a systematic technological approach to capture this data and relevant connections, and the ability to leverage this data to deliver contextual insights—the right insights, to the right professionals, at the right time.

  In partner-led firms, turnover in senior leadership and other highly experienced professionals carries an inherent risk of losing accumulated knowledge, expertise, skills, networks, and relationships. Furthermore, young professionals joining the workforce have a greater tendency to switch jobs or firms, thus exacerbating the problem of maintaining institutional knowledge. As a result, many firms are turning to technology as a means of harnessing the value of their knowledge assets.
- ***Access to vast repositories of real-time internal and external data.*** Data in the professional and financial services industry is increasing and has historically been siloed across a large number of systems. There are vast amounts of real-time data to which firms now have access, whether internal or external. However, a significant amount of that data is underutilized, lacks accessibility and availability, and suffers quality issues. These issues are in part due to the challenges of cleansing and stitching together data from siloed systems. In recent years, more professional and financial services firms are realizing the value of collating and connecting

internal and external data and integrating such data with the relevant systems and applications for the right user in the right context.

- ***The use of AI is creating a significant competitive advantage.*** AI is poised to play a bigger role in transforming the professional and financial services industry relative to other industries, since value delivered by professionals in the industry is centered around providing knowledge, insight, and advice. Collecting, aggregating, and subsequently synthesizing the vast amounts of data in real-time to extract actionable intelligence is critical for firms in the professional and financial services industry, yet nearly impossible to do without the use of AI. Furthermore, AI is able to automate processes to deliver those insights with great speed. The use of AI is creating significant competitive advantages for firms by enabling them to unify disparate data sources, surface key insights, manage unforeseen risks, and increase efficiency through higher levels of automation in core processes.
- ***Generational shift in technology use at work.*** Professional and financial services relationships are highly dependent on human capital, making it crucial for firms to attract, retain, and nurture talent. The global economy is experiencing changing workforce dynamics such as remote workforces, which have been accelerated by COVID-19, as well as a generational shift in the workforce. These evolving dynamics are making it increasingly challenging for firms to attract and retain talent in the industry. Younger generations have grown up with smartphones, laptops, and social media being the norm, and expect seamless access to information and high-quality user experiences. Given that most professionals in the industry are mobile, having access to valuable data from anywhere, anytime, and on any device is a key competitive advantage. According to a PwC survey, two-thirds of millennials said that state-of-the-art technology was important to them when considering an employer, and a majority of millennials in financial services make use of their own technology at work to make them more effective. As younger professionals take on leadership roles in the professional and financial services industry, they are more likely to invest in modern technology solutions for their firms, relative to the prior generation.

Existing approaches to manage critical and complex processes for professional and financial services firms are inadequate

Traditionally, professional and financial services firms have used an array of solutions to manage their critical and complex processes. These solutions include:

- **Internally developed solutions.** These internally developed solutions have become increasingly expensive to maintain and lack next-generation technology features and capabilities such as security, governance, and scalability.
- **Legacy solutions.** These solutions have become increasingly outdated due to their aging architecture or limited capabilities, usability, and functionality. They are predominately on-premises and have continued to fall behind SaaS solutions and comprehensive, end-to-end industry-specific platforms.
- **Horizontal solutions.** These solutions were designed for traditional, manufacturing, and retail-based industries and thus require complex and expensive customization to fit the unique needs of the professional and financial services industry. Even with customization, these platforms often fail to align with the ways these firms operate.

These solutions, either used individually or in combination, often fall short of meeting the needs of the professional and financial services industry as they fail to provide a unified view of a firm’s

critical data, do not align with processes specific to the industry, or are expensive, slow, complex, manual, error-prone, and require significant customization.

Our market opportunity

We believe the underlying trends in the professional and financial services industry present a compelling market opportunity for Intapp. The failure of legacy systems and horizontal solutions to adequately address the specialized technology needs of today's professional and financial services firms creates demand for companies like Intapp that focus on industry-specific, cloud-based software solutions. Our market opportunity encompasses both displacing alternative solutions currently used within these firms and penetrating "white space" areas within these firms—areas where no software solution is currently being used but where Intapp can otherwise address the business need with one of our existing or near-term solutions.

We believe private capital, investment banking, legal, accounting, and consulting collectively represent a massive industry with $3 trillion in total global revenues, based on research we have conducted. We believe this industry has a significant need to utilize software to help drive business success, with total addressable market for business software at approximately $23.9 billion. We calculate our total addressable market by multiplying the number of firms in the professional and financial services industry by the potential annual contract value of the software solutions used in the business management of such firms, based upon our historical data and experience. We estimate the total number of firms across the private capital, investment banking, legal, accounting, and consulting sectors on a global basis to be approximately 60,000 firms. This figure excludes firms in the professional services industry with fewer than 50 employees, as they are outside of our current target market focus.

Within this, we believe the serviceable addressable market ("SAM") opportunity, based on Intapp's current solutions, to be approximately $9.6 billion, of which over $6.5 billion would be attributable to large firms with over 500 employees. This SAM estimate was calculated by multiplying the average number of professionals per firm by the annual price per professional that we expect to charge to utilize the Intapp Platform on a fully adopted basis, for our existing products only, based upon market interviews and our historical data and experience. We believe our SAM opportunity will increase over time as we expect to continue to develop new solutions and selectively pursue potential acquisitions to address other capabilities demanded by professional and financial services firms to drive their business success.

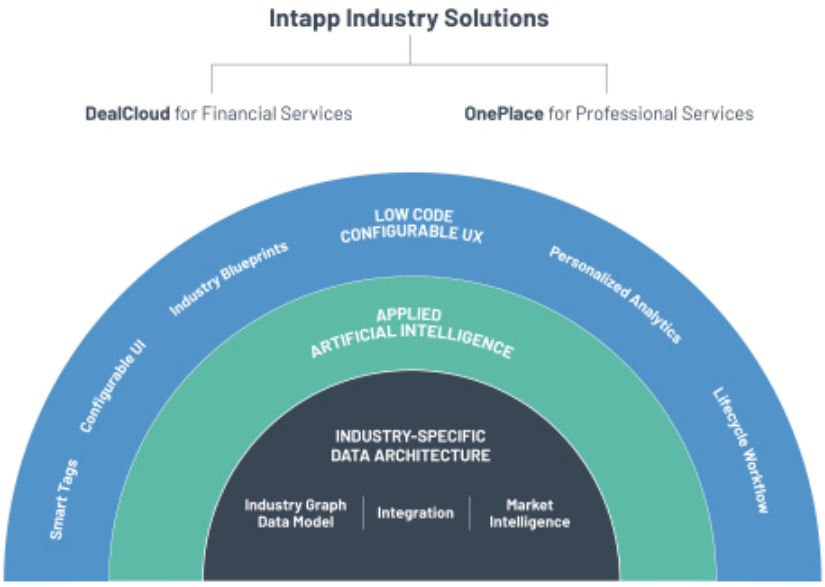
Our platform

Our Intapp Platform is purpose-built to modernize these firms. The platform facilitates greater team collaboration, digitizes complex workflows to optimize deal and engagement execution, and leverages proprietary AI to help nurture relationships and originate new business. By better connecting their most important assets—people, processes, and data—our platform helps firms increase client fees and investment returns, operate more efficiently, and better manage risk and compliance.

Our deep understanding of the professional and financial services industry has enabled us to develop a suite of solutions on the Intapp Platform tailored to address these challenges faced by firms.

We offer these solutions through an integrated platform that features three key categories of capabilities: a low code, tailored and configurable user experience (UX) based on industry-specific

templates, modern AI and intelligence applied to high-value domain-specific use cases, and a specialized data architecture based on an industry graph data model that accurately reflects the unique firm operating model.



Industry solutions

Our solutions enable private capital, investment banking, legal, accounting, and consulting firms to realize the benefits of modern AI and cloud-based architectures for their most critical business functions without compromising industry-specific functionality or regulatory compliance. We have two brands with which we go to market:

- ***DealCloud*** is our deal and relationship management solution for financial services firms. The solution manages firms' client relationships, prospective clients and investments, current engagements and deal processes, and operations and compliance activities, allowing investors and advisors to react faster, make better decisions, and execute the best deals. For investment banks and advisory firms, this helps enhance their coverage models, achieve greater win rates, and drive higher success fees. For investors, this helps increase origination volume, support investment selection, and drive greater returns.
- ***OnePlace*** is our solution to manage all aspects of a professional services firm's client and engagement lifecycle. The solution improves client strategy and targeting, business development and origination, and work delivery, increasing financial performance and regulatory compliance. Professionals make better decisions faster by leveraging more institutional knowledge from across the firm.

Intapp Platform

Our solutions are built on a single platform, taking advantage of shared capabilities tailor-made for the unique requirements of firms. Key features include:

Low-code configurability and personalized UX

Our configurable UX capabilities allow technical and non-technical users to rapidly tailor our applications to meet their specific needs. These capabilities enable our clients to make meaningful changes to their user experience, processes, or business rules with drag-and-drop configuration features and functionality without having to perform custom coding. The flexibility of this framework enables firms to maximize their agility, easily adapting the software to match the frequent changes in their business.

We leverage our deep domain expertise in professional and financial services to create and provide our clients access to pre-built industry-relevant configuration templates, which we call industry blueprints, that are designed precisely for how these firms and their professionals operate. By mapping the user interface, data model, and workflows of our platform to firms' unique industry and organizational requirements, we can deliver smart, personalized experiences by practice area, asset class, investment strategy, sector, industry, and geography.

Applied artificial intelligence

Industry-specific AI is embedded throughout our platform and solutions to help professional and financial services firms use their vast amounts of data to optimize critical processes and make better, faster decisions. The applications of AI span a wide range across firm operations, from strategy and business development through to risk and compliance and work execution. Examples include:

- Automatically analyzing all past engagements by shared characteristics, to derive data-validated intelligence that can be used to improve pricing strategies, and optimize staffing levels.
- Enhancing conflicts review on matters with large number of parties, for example, bankruptcies or restructuring, to accelerate conflicts clearance and help firms open matters faster with fewer errors.
- Capturing billable activities to find missing time and automatically fill out timesheets to reduce revenue leakage, minimize write-offs, and accelerate cash and collections.

Industry-specific data architecture

Our platform includes several key data management capabilities that help firms more effectively capture and leverage their critical data using a system of record that reflects the unique operating model of professional and financial services. These capabilities include:

- ***Specialized industry graph data model.*** Our specialized industry data model is purpose-built to capture the complex relationships as well as the specialized knowledge and experience unique to professional and financial services. The platform creates many-to-many data linkages that connect professionals with prospective clients, investors and target portfolio companies and assets. Our solutions leverage these linkages to provide personalized analysis and insights for each professional that reflects his or her unique area of specialty, including client industry, asset class, investment strategy, geography, transaction type, and others.

- ***Low-code integration platform***. Intapp Integration Service is a core capability of our platform that provides cloud-native and easy-to-use, enterprise class integration to connect any application, any data, anywhere across firms without requiring any code. The solution helps firms overcome data silos and easily move information between systems, including within our platform. Intapp Integration Service includes more than 100 industry-specific connectors, as well as extensive built-in workflow and automation capabilities tailored to the unique needs of professional and financial services firms.
- ***Market intelligence in one place***. Our platform combines proprietary and third-party market data, transforming it into institutional knowledge that gives dealmakers and other professionals a competitive advantage through better market intelligence. Professionals can easily run complex reports, analyze industry trends, and evaluate potential synergies in the same place where they originate new business and manage relationships. With better real-time, actionable market data, investors can source and close deals that best match their investment thesis and strategy, advisory professionals can quickly develop proprietary relationships and coverage strategies with companies that match previous transactions, and lawyers can more accurately identify white space opportunities with global clients to grow their relationships.

Key benefits of our solution

Our platform solutions helps professional and financial services firms to:

- ***Increase revenues and investment returns.*** Our clients leverage Intapp's solutions to increase their revenues and investment returns by improving their origination and business development effectiveness, optimizing market coverage, and helping nurture key relationships to ensure time is spent with the right people and that those relationships convert into business. Our solutions provide firms with a single source of truth and 360 degrees views of key clients, related investments, potential new clients and investments, and prospective deals, giving partners, professionals, and dealmakers a competitive advantage in the market.
- ***Operate more efficiently and profitably.*** Our solutions help clients increase efficiency and profitability by streamlining and automating the many functions required to originate deals and deliver work. Using Intapp's workflow, analytics, and AI capabilities, firms can connect and operationalize their formerly disjointed engagement and deal lifecycle, eliminating manual processes, reducing duplicative data entry, and scaling to support growing businesses with less overhead. This focus includes critical processes such as investor relations, business development, conflicts clearance and business acceptance, engagement planning and resourcing, and billing and collections. Our cloud-based delivery model also reduces firms' operating costs by eliminating their need to own, upgrade, and support the solutions or associated hardware infrastructure.
- ***Manage risk and compliance more effectively.*** Our solutions help firms reduce regulatory, financial, and reputational risk through workflow and automation, AI, predictive analytics, and rules-based risk scoring. Using Intapp, risk and compliance teams can work seamlessly together with front office professionals, all within the Intapp Platform, to quickly assess new business opportunities, clear and manage conflicts and independence issues, easily establish ethical walls, prepare for regulatory or client audits, and dynamically respond to rapidly changing regulatory landscapes and the firm's overall risk posture.

- ***Leverage collective knowledge for competitive advantage.*** Our solutions provide a competitive advantage to firms by helping leverage their immense, but often under-utilized, collective knowledge. With integrated and connected information about investors, economic sectors, deals, clients, engagements, and relationships, combined with relevant third-party data, firm professionals are armed to make better, faster decisions, with better market insights and the knowledge with which to develop stronger relationships and increased business from clients, potential new clients, investors, and potential new investors.

Why Intapp wins

We believe the following strengths provide us with a competitive advantage and position us for our success:

- ***Deep domain expertise.*** Over the last 20 years serving the professional and financial services markets, we believe we have developed a unique perspective into the processes and systems needed to drive these firms' operations and business success. We have a substantial number of employees with previous career experience in the industry we serve, and we have cultivated difficult-to-replicate, privileged access to the key decision makers at these firms, including CEOs, CIOs, and CFOs. We conduct regular meetings with industry advisory boards who, along with serving as strong references for our platform, provide valuable insights into the challenges facing their firms and the issues they need technology to address the most. As a result, we believe we have an inherent competitive advantage in identifying, prioritizing, and innovating our software platform to support the industry's evolving technology needs.
- ***Purpose-built for professional and financial services.*** Our platform has been designed for the unique organizational structure and day-to-day processes of professional and financial services firms. Our industry-relevant templates provide a familiar interface, nomenclature, and data model. The software is easily configured to match the needs of these professionals. This makes our software intuitive for the professionals that use it and easy to integrate alongside the rest of the firm's IT and business process infrastructure, and delivers rapid time-to-value, in contrast with horizontal software solutions retrofitted for these firms.
- ***Comprehensive cloud-based platform.*** We offer an end-to-end platform serving the entirety of the complex workflows of our clients, enabling firms to manage all of their important data and perform critical processes on one highly scalable and secure cloud platform. Our platform contains all of the functionality users expect of modern cloud software, such as a scalable architecture, cloud security, elegant and easy-to-use interfaces, common APIs, robust mobile accessibility, and data integration. We believe this capability is differentiated from many other software providers that either lack such modern functionality designed specifically for our target industry or can only deliver a point solution within the relationship (deal and engagement) lifecycle.
- ***Data-driven AI insights and capabilities.*** More than 100 industry-specific connectors integrate with the Intapp Platform. Our technology captures and combines a firm's internal proprietary data with third-party data systems to deliver a connected, single source of truth to the firm's professionals. This data is augmented by contextual insights, utilizing our proprietary AI to provide intelligence to inform professionals' decision-making processes throughout the entire relationship lifecycle.
- ***Industry leadership and brand recognition.*** We are a premier software company dedicated to serving the professional and financial services industry and have developed a strong reputation

in the industry over the last 20 years. Our software is increasingly valuable to professional and financial services firms across the globe that are deploying a purpose-built platform for critical processes within their organization. We currently power 96 of the Am Law 100 law firms, 7 of the top 8 accounting firms, and more than 900 private capital and investment banking firms. We believe clients recognize our Intapp, OnePlace, and DealCloud brands and believe us to be a thought leader in the industry. The professional and financial services industry is tightly interconnected. As such, many professionals who move from firm to firm and are exposed to our best-in-class solutions support our success by recommending our solutions to their new employers, setting us up to drive significant further adoption of our platform and further expanding our brand recognition.

- ***Experienced management and technology team.*** With two decades of working together, our management team brings a combination of leadership, strong relationship with the industry leaders, and difficult-to-replicate industry domain expertise. In addition, with our long history of serving the professional and financial services industry, our technology team brings public company-scale platform experience, significant AI technology depth, and industry expertise to address the needs of our clients. Our founders continue to set our product vision and lead the organization, drawing on a team of AI Ph.D.s and data scientists, advisors from academia, and industry advisory boards who guide our product investment decisions to create differentiating capabilities.

Our growth strategies

We plan to extend our leadership position as a provider of industry SaaS solutions for professional and financial services. The key components of our growth strategy are:

- ***Capitalize on a generational shift to the cloud.*** Mission-critical applications are increasingly being delivered more reliably, securely and cost-effectively via the cloud, which can more readily enable real-time collaboration and provide access to valuable data from anywhere, anytime, on any device. As more professionals embrace cloud technologies, they drive the accelerated adoption of additional cloud capabilities across their firms. We believe we are now in the early stages of a strong adoption cycle of cloud-based solutions by professional and financial services firms, driven in part by the needs of the next generation of professionals for purpose-built technology and software solutions.
- ***Expand within our existing client base.*** We have a deep, longstanding, and trust-based relationship with our clients. Our land-and-expand model generates multi-year growth within our client base, with client lifetimes often spanning more than a decade. Clients typically adopt our modular solution to address a specific use case, and then expand their use by adopting more modules, adding more users, and deploying to other parts of their organization over time. We estimate that if our largest 100 clients expanded their use of Intapp Platform to serve all of their users in all parts of their organizations—representing full adoption and usage of the current Intapp Platform capabilities—those 100 clients could represent an additional Intapp sales opportunities in excess of $1 billion of ARR.
- ***Grow our client base***. We believe we are addressing a large, underserved market of approximately 60,000 firms with high demand for the capabilities we offer, and that we have a significant opportunity to continue to grow our client base. We have added approximately 200 net new clients for each of fiscal year 2019 and 2020, excluding acquired clients. We will

continue to invest in our sales and marketing force to target new client opportunities and grow our client base.

- ***Add new solutions to our platform.*** We plan to continue investing in our research and development team to enhance the functionality and breadth of our current solutions, as well as to develop and launch new solutions to address the evolving needs of our clients. In particular, we are continuing to invest resources in extending our AI and data science capabilities to better connect people, processes, and data.
- ***Broaden our geographical reach.*** In fiscal year 2020, we derived 28% of our revenue from international markets outside the United States. We believe there is a significant need for our solutions on a global basis and, accordingly, opportunity for us to grow our business through further international expansion. We will continue to broaden our global footprint and intend to establish a presence in additional international markets.
- ***Selectively pursue strategic transactions.*** We have acquired and successfully integrated several complementary businesses that allowed us to enhance our platform, add new technology capabilities, and address new client segments. For example, we acquired DealCloud in 2018 to better target private capital and investment banking clients with cloud-based deal management, pipeline management and CRM functionalities. We will continue to evaluate acquisition opportunities that will help us extend our market leadership and client reach.

Our products

The Intapp Platform for professional and financial services consists of multiple software application suites that were purpose-built to drive core business processes that are critical to accelerating the success of the firm.

- ***DealCloud*** is our deal and relationship management solution for financial services firms. The solution manages firms' client relationships, prospective clients and investments, current engagements and deal processes, and operations and compliance activities, allowing investors and advisors to react faster, make better decisions, and execute the best deals. For investment banks and advisory firms, this helps them enhance their coverage models, achieve greater win rates, and drive higher success fees. For investors, this helps increase origination volume, support investment selection, and drive greater returns.

Additional elements of the DealCloud solution include:

Dispatch

- ***DealCloud Dispatch*** provides marketing teams and business development professionals a centralized hub to execute technology-enabled marketing activities. The marketing module helps firms nurture existing client relationships, grow brand awareness, convert prospective clients, and run complete inbound marketing campaigns at scale. DealCloud Dispatch automates marketing activities and delivers reports on campaign activity, performance, and marketing analytics, all in one place.

Conflicts

- ***DealCloud Conflicts*** helps investment banks manage and automate the end-to-end process for the identification, review, and clearance of potential business conflicts of interest. DealCloud Conflicts streamlines and accelerates the overall onboarding and execution process, allowing firms to move faster when trying to win new business and execute more efficiently when working on behalf of existing clients. By seamlessly integrating conflicts and compliance with deal management in DealCloud, dealmakers and compliance professionals can use a single solution to collaborate more effectively, share and review more timely data, make quality decisions faster, and more effectively manage reputational and regulatory risks.

OnePlace

- ***OnePlace*** is our solution to manage all aspects of a professional services firm's client and engagement lifecycle. The solution improves client strategy and targeting, business development and origination, and work delivery, increasing financial performance and regulatory compliance. Professionals make better decisions faster by leveraging more institutional knowledge from across the firm.

The OnePlace solution includes the following capabilities:

Marketing & Business Development

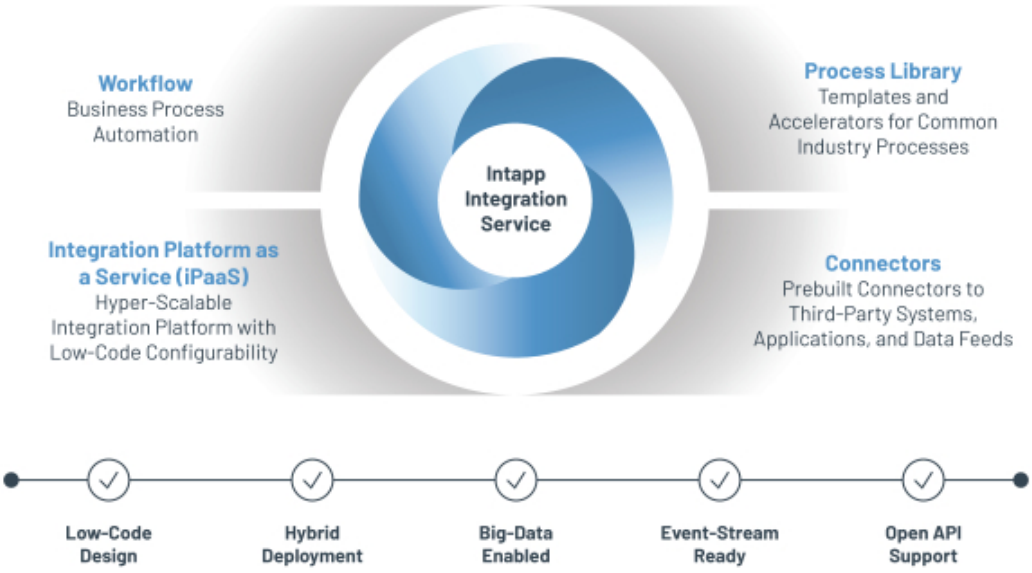
- ***OnePlace Marketing & Business Development*** helps firm professionals and their marketing and business development teams drive growth through the end-to-end management of the client lifecycle, from strategy and targeting, through business development, to client success. As a single source of truth for client and relationship data, OnePlace Marketing & Business Development brings together disparate data into a commercial-centric 360 degrees view of clients, cleansed and enriched with third-party market data and AI-powered actionable insights. This application enables firms to more deeply engage and grow key clients, identify and nurture the right relationships, and effectively leverage the firm's collective experience to compete for and win new business.

Risk & Compliance

- ***OnePlace Risk & Compliance*** manages risk and compliance across the entire client lifecycle. Using workflow, third-party data, AI and predictive risk scoring, OnePlace Risk & Compliance accelerates due diligence and business acceptance while evaluating new clients for professional, financial, and independence risks. In addition, firms can manage the confidentiality of sensitive information across systems and comply with contractual obligations and regulatory requirements.

Operations & Finance

- ***OnePlace Operations & Finance*** manages the engagement lifecycle, helping firms deliver work more efficiently, consistently, and profitably while maximizing the success and experience of its clients. Using AI and workflow, OnePlace Operations & Finance enables firms to better scope, price, budget, and monitor engagements with increased accuracy and visibility, helping drive financial performance through improved margins, leverage, and realization. Pre-populated timesheets generated from automatically captured billable activities, consistent with client billing guidelines, help increase billed time while minimizing administrative burden for professionals.



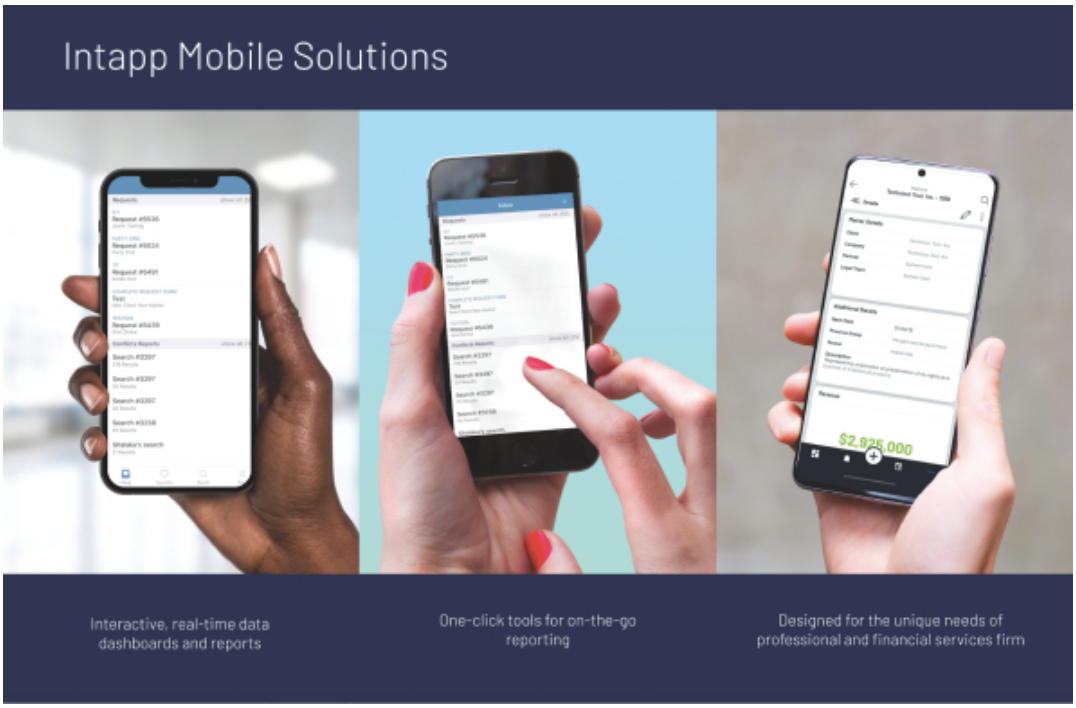
Intapp Integration Service

- ***Intapp Integration Service*** builds on our 20-year history of working with data and integration technology, providing a cloud-native and easy to use, enterprise class integration to connect any application, any data, anywhere across the firm without requiring any code. The solution helps firms overcome data silos to easily move information between systems, including our platform. Intapp Integration Service includes more than 100 industry-specific connectors, as well as extensive built-in workflow and automation capabilities, tailored to the unique needs of professional and financial services firms.

We offer DealCloud and OnePlace clients the option to enhance their solution functionality with the following:

Third Party Data

- ***Third Party Data.*** Intapp is licensed to resell third-party firmographic and corporate tree datasets from a number of providers. The data from these services is consumed by our solutions via productized integrations, providing important market data to support key firm processes. For example, corporate tree and subsidiary data enables more accurate targeting and business development efforts with existing firm clients. In addition, unique corporate identifiers help risk professionals improve data quality and minimize duplicate entries when clearing conflicts.



Modern, cloud-based architecture

Intapp's modern cloud-based architecture is purpose-built to meet the specialized needs of the industry. Key capabilities of the platform include:

- ***Multi-tenant architecture.*** Our multi-tenant architecture enables scalability, elasticity, high availability, and security, and provides operational cost efficiencies. Additionally, our internal operations and analytics instrumentation aggregates and leverages client instance and tenant experience captured within our solutions to track uptime and provide clients with real-time cloud status and trust information.
- ***Single unified codebase.*** We develop and release new versions of our solutions to cloud tenants on a common release schedule, with quarterly major releases and monthly maintenance releases. We deploy upgrades rapidly to all of our clients. With this approach, all cloud tenants are always on the latest versions of the software and have immediate access to critical new features, bug fixes, and innovations without the lead time and delays common with traditional on-premises upgrade cycles.
- ***Enterprise-grade security.*** In response to the strict security requirements of professional and financial services firms, Intapp's SaaS solutions provide tenants with enterprise-grade security, data protection, and control. In Intapp's SaaS solutions, strict identity and access controls are employed and data is encrypted in transit and at rest. Intapp's cloud services comply with numerous internationally recognized standards, such as ISO 27001, ISO 27017, ISO 27018, SOC 2, and CSA STAR.
- ***Open ecosystem and APIs.*** Intapp's platform supports an open ecosystem by creating a centralized data lake and messaging service that integrates with disparate internal data sources and third-party applications and data services. By leveraging Intapp's open (REST) APIs, client IT departments, other software providers, firm consultants, and partners in Intapp's ecosystem, can extend the benefits of Intapp's platform to a broader range of business applications.

Our clients

Intapp is a leading provider of industry-specific, cloud-based software solutions for the professional and financial services industry globally. We serve the world's premier private capital, investment banking, legal, accounting, and consulting firms. Collectively, more than 1,600 clients, including 96 of the Am Law 100 law firms, 7 of the top 8 accounting firms, and over 900 private capital and investment banking firms rely on Intapp solutions to help activate their collective knowledge, navigate complex relationships, and drive growth. No single client represented more than 10% of total revenues in fiscal year 2020.

Sales and marketing

We currently focus on marketing and selling our solutions to professional and financial services firms in North America, Europe, the Middle East, and Asia Pacific. We seek to drive market demand by developing and delivering specific, market-focused solutions to professional and financial service firms.

We primarily generate sales through a direct enterprise sales model. All sales personnel focus on attracting new clients as well as expanding usage within our existing client base. Our sales team

is supported by technical sales professionals and subject-matter experts who facilitate the sales process through developing and presenting demonstrations of our solutions after assessing requirements, addressing security and technical questions, and matching client needs with the appropriate solutions. We also have a team of experts who help advise on best practices and methodologies, strategize with respect to operations processes and management structure, and assess value creation and ROI from our solutions.

Our marketing efforts are focused on generating awareness of our solutions, creating sales leads, establishing and promoting our brand, showcasing our thought leadership, and cultivating a community of loyal clients and users. We utilize both online and offline marketing initiatives, including events and industry trade shows, online advertising, webinars, blogs, corporate communications, white papers, and case studies. We cultivate a community of our executive level buyers and influencers though our Advisory Board system.

Client services and client success

After a client contracts to purchase our solutions, we, either directly or working with partners, provide implementation services to assist the client in the deployment of those solutions. We utilize best practices developed over our history in implementing our solutions for each client, including providing templates and industry-relevant templates to accelerate adoption and delivering a purpose-built configuration that best suits a client's specific needs. Implementation engagements typically range in duration from three to nine months, depending on scope.

We support our clients with access to engineers, other technical support personnel, release management, and managed services. To help our clients achieve success with the Intapp Platform, we offer in-depth change management workshops, classroom and virtual end user and administrator training, consultative adoption services, and best practices. We view our clients' success as a cornerstone of our business model and philosophy, and are organized to measure, monitor, and deliver high levels of client satisfaction.

We have also developed relationships with a number of implementation partners. These partners provide implementation services and other professional services related to our platform. We anticipate that we will continue to develop partnerships with a select number of third parties to help grow our business and deliver our solutions. In those markets where we have established such partnerships, we consider these important to our and our clients' success.

Case studies

Baker McKenzie

Baker McKenzie is one of the largest law firms in the world with over 6,700 fee earners and $2.9 billion in revenues in fiscal year 2020 (ending June 2020). They placed fourth on The American Lawyer's 2020 Am Law 200 ranking and are ranked the fourth highest grossing law firm in the world on the 2020 Global 200 survey. They solve complex legal problems for some of the world's most demanding companies, while operating in an increasingly competitive marketplace.

An early adopter of cloud technology in the legal industry, Baker McKenzie began working with Intapp in 2011 when they immediately understood the power of connecting data. Continuously seeking solutions tailored to meet their unique industry needs, Baker McKenzie has since

consistently embraced additional solutions from Intapp. Intapp has become a key partner of Baker McKenzie's comprehensive innovation program to continuously drive better client outcomes by connecting the people, process, and technology that can accelerate change and deliver speed, accuracy, flexibility and efficiency gains.

Solution and Benefits:

- **Complete Solution in One Place**: Seamlessly integrated Baker McKenzie's data across the entire client lifecycle. This central repository of client, engagement and firm expertise information empowers Baker McKenzie to best apply experience and expertise to meet and exceed client expectations.
- **Efficient Client Intake**: Streamlined the client on-boarding process to improve efficiency by approximately 60% and speed client response time by approximately 50% (an average of 4 hours to under 2 hours on conflicts clearance) with OnePlace Risk & Compliance. Centralized the complex, decentralized process with lower cost operations teams, which benefits clients with approximately 30% lower costs and reduced risk.
- **360-Degree Client View**: Leveraged this centralized client data to create a connected global view of complex, multi-dimensional client-firm relationships (with OnePlace Marketing & Business Development), which drives their key-client program centered growth strategy. AI-driven insights and seamless integration with third-party data sources deliver added intelligence to best service key clients.

Baker McKenzie also uses Intapp software for conflicts management, time recording, confidentiality management, workflow automation, and data integration.

Dan Surowiec, Global Chief Information Officer:
"Designed specifically for our unique industry needs, the Intapp platform seamlessly integrates Baker McKenzie's data across the entire client lifecycle. Over the years, we have continuously adopted the latest Intapp innovations, leveraging Intapp's full suite of solutions for law firms. Intapp is one of the three core pillars of our digital transformation; we rely on this foundation to deliver superior client service and grow our firm."

The Carlyle Group

Carlyle is one of the largest global investment firms with more than 1,800 professionals worldwide, managing $246 billion in assets, spanning three core business segments (Global Private Equity, Global Credit, and Investment Solutions) and 397 investment vehicles as of December 31, 2020.

Carlyle's combination of its global reach, industry expertise and diverse teams allow it to maintain its competitive advantage and partner with great management teams to build better businesses and make an impact. Carlyle needed a technology to track deals and relationships in a single solution that could scale globally and accommodate the varying needs of its business segments. Starting in 2017, Carlyle implemented Intapp's *DealCloud* platfrom in a phased, global rollout to each of its three segments, replacing a mix of horizontal software platforms.

Solution and Benefits:

- **Single Source of Truth**: Created a centralized and institutionalized data source capturing the firm's deal pipeline, diligence data and industry research with increased access to a firm-wide

repository resulting in leaders being better able to manage, view and report on their business in real-time to gain a competitive edge.

- **Better Coverage Models**: Drove a centralized view of all activity at key relationships across intermediary and banker coverage and industry groups, enabling stronger client relationships.
- **Increased Collaboration**: Gained greater transparency across investment strategies and collaboration across core the three business units to make it easier for senior management to drive outcomes.

Sandra Horbach, Managing Director & Co-Head of US Buyout and Growth:
“Intapp’s *DealCloud* platform is helping us realize our *OneCarlyle Advantage*, allowing us to more effectively draw upon our significant scale and resources, including our deep and longstanding relationships and global institutional knowledge. Intapp’s *DealCloud* platform is the technology solution that connects our global deal teams and empowers us with deal and investment data which we believe gives Carlyle a competitive advantage.“

Fredrikson & Byron

Founded in 1948, Fredrikson & Byron has a reputation as the firm “where law and business meet.” With six Midwest offices and two international locations, Fredrikson attorneys provide strategic legal counsel and business acumen to their work on behalf of clients. To continue to provide exceptional value and results to their clients, the firm has a board level mandate to leverage technology to innovate and drive collaboration.

Solution and Benefits:

- **Modernized Risk Management**: As an early cloud adopter in the legal market, first partnered with Intapp in 2012 to modernize its risk management processes. The firm implemented OnePlace Risk & Compliance to manage client confidentiality in 2012 and to streamline their intake and conflicts management processes in 2014, which helped manage clients’ risk exposure and improved firm efficiency, saving lawyers approximately 2-4 hours every month. The firm is currently engaged with the Intapp team to automatically capture and categorize client guideline requirements leveraging Intapp AI to improve terms compliance.
- **Insights-Guided Pricing:** Developed innovative insights-driven approach to pricing client engagements using Intapp’s AI-guided pricing capability in 2019. Firm lawyers can also provide visibility into potential outcomes based on past experience, which further builds trust.
- **Optimized Resource Management**: Facilitated quickly locating firm experts and ensuring that the right professionals are engaged (leveraging the OnePlace experience capabilities since 2018) to deliver optimal results.
- **Lasting Client Relationships**: Built trust with improved pricing visibility (Intapp AI-guided pricing/AI-enabled engagement analysis) and a differentiated consultative approach. This approach allows the firm to apply expertise optimally to ensure successful client engagements.
- **Continuous Improvement**: Worked directly with Intapp’s strategic consulting team as well as Intapp services partner Aurora North to deliver market leading solutions and continually innovate to meet client requirements.

Julie DuBois, Chief Financial Officer:
“We value our partnership with Intapp to help us continually improve and leverage technology to its fullest. Our work with Intapp began with a transformation of our risk management processes and has evolved to help us improve how we price and execute engagements. As we have leveraged more Intapp solutions over the years, enhanced by market-leading cloud and AI technology, we are increasingly able to drive better outcomes for our firm. Intapp is a strategic partner to the firm in our innovation journey.”

FTI Consulting

FTI Consulting is an industry-leading, global business advisory firm of over 6,300 employees dedicated to helping organizations manage change, mitigate risk and resolve disputes. Each practice at FTI Consulting is a leader in its field, staffed with experts recognized for the depth of their knowledge.

The firm offers a comprehensive suite of services to assist clients across the business cycle. Expertly addressing a high volume of complex conflict of interest checks of approximately 2,000 per month and maintaining ethical walls are critical to the firm’s success and reputation.

Solution and Benefits:

- **Ethical Walls Management:** First enabled maintenance of ethical walls in 2013 for a client base with high demands and expectations.
- **Conflicts Management:** Facilitated management of high scale, broad scope conflicts processing to the highest level of integrity. Chose OnePlace to unify and automate a previously highly manual process involving numerous disparate systems and repetitive data entry, reducing processing time by up to 60% in many instances.
- **Streamlined Delivery:** Adopted OnePlace Risk & Compliance to help practices more quickly onboard new clients by streamlining the firm’s end-to-end business acceptance process. Professionals can now deliver client services faster. Plans to integrate additional third-party systems into the process that will further streamline workflows.

Curtis Lu, General Counsel:
“Intapp has been transformative for our firm. We have gained tremendous efficiencies while managing risk more easily. We can also begin delivering client services faster, which impacts both client satisfaction and revenue. We trust Intapp to ensure we are managing risk and compliance in this area accurately and efficiently, allowing us to focus on winning and serving new clients.”

Hamilton Lane

Hamilton Lane (NASDAQ: HLNE) is a leading private markets investment management firm providing innovative solutions to sophisticated investors around the world. Dedicated exclusively to private markets investing for 29 years, the firm currently employs more than 440 professionals operating in offices throughout North America, Europe, Asia Pacific and the Middle East. Hamilton Lane has approximately $657 billion in assets under management and supervision, composed of approximately $76 billion in discretionary assets and approximately $581 billion in advisory assets, as of December 31, 2020. Hamilton Lane specializes in building flexible investment programs that provide clients access to the full spectrum of private markets strategies, sectors and geographies.

Hamilton Lane continues to be a leader and an avid proponent for the implementation of technology in private markets. The firm has been a pioneer in identifying, investing in and adopting technologies to the benefit of clients and work streams, and ultimately, the private markets more broadly. This approach includes partnering strategically with, and in certain cases, investing balance sheet capital into, businesses that are leading the change in all facets of private markets investing.

An investor and client since 2016, Hamilton Lane initially set out to more effectively and methodically manage its massive deal flow, communications and relationship data as it related to the firm's three distinct investment teams—Fund Investments, Secondary Investments and Co-Investments. The investment decision process increasingly required that the teams leverage each other's efforts, but prior to Intapp, each were using different processes and systems to track data. While the incumbent processes and systems served the individual teams well, the benefits of having a centralized, cloud-based system would allow for even greater efficiencies and collaboration. The successful implementation of Intapp's solutions across the investment teams led to a broader roll-out to other functions such as business development and client relationship management.

Solution and Benefits:

- **Centralized Knowledge:** Intapp's DealCloud solution now serves as a single location for business development opportunities, historical communication flows with deal counterparties, historical client data, ongoing client interaction logs at both individual and company levels, and fundraising activity and progress.
- **Real-Time Client View:** This single source of truth provides increased transparency and efficiency across investment teams with overlapping relationships.
- **Streamlined Access:** Hamilton Lane estimates that Intapp's DealCloud replaced 28 different systems or processes, with 55,000 internal information sharing emails eliminated and replaced by a centralized solution.

Erik Hirsch, Vice Chairman & Head of Strategic Initiatives
"The Intapp DealCloud solution delivers real, scalable efficiencies, allowing private markets participants to track, monitor and access information in real time. The solution enabled us to streamline our various systems into a single consolidated and fully connected platform accessible across various investment teams simultaneously. We are proud to be an investor and user of this leading-edge technology-enabled solution."

KPMG

KPMG is one of the Big Four accounting firms and one of the largest organizations in the world with over 200,000 employees. The global Corporate Finance practices of KPMG International's independent member firms is a leading investment banking network, ranked #1 in the Global Middle-Market League Tables, for the past five, 10, 15 and 20 years cumulatively, according to Refinitiv's Mid-Market M&A Review. KPMG is also a leader in adoption of cloud-based software to meet the stringent security, data privacy and requirements of offering these services. KPMG became an Intapp client in 2019, launching the use of DealCloud for its UK Corporate Finance team.

Solution and Benefits:

- **Single source of truth**: The KPMG UK Corporate Finance team deployed Intapp to connect its M&A teams and comprehensive relationship lifecycle processes—from strategy and targeting, through origination and engagement execution. M&A professionals can now track any deal across every point in its lifecycle.
- **Collective knowledge**: With access to the firm's collective knowledge in one system, empowered KPMG M&A professionals to offer better advice and make better decisions, making them more competitive in the market.
- **Connected systems**: Currently integrating Intapp DealCloud with Microsoft Dynamics to enable firmwide visibility of activities and relationships in KPMG's corporate finance practice across additional KPMG groups and teams.
- **Active Time Capture:** The KPMG UK Legal and Tax departments are adopting OnePlace Operations & Finance to actively capture all professional time spent, which will prevent revenue leakage. This solution will replace their generic system of record (large scale, horizontal ERP system) which did not allow for active or mobile time capture.

Jonathan Boyers, Partner and Head of Corporate Finance at KPMG UK:
"KPMG's market leadership relies on being a modern professional services firm operating on modern cloud technology. From capturing time—so we monetize our work accurately and capture our team's experience—to running successful deals, we rely on Intapp. Moving forward, with a rich selection of purpose-built solutions for professional service firms, Intapp is a key partner in building our firm of the future and driving our competitiveness."

The Riverside Company

The Riverside Company is a global investment firm focused on being one of the leading private capital options for investors, business owners and employees at the smaller end of the middle market by seeking to fuel transformative growth and creating lasting value. Since its founding in 1988, Riverside has made more than 750 investments. The firm's international private equity and structured capital portfolios include more than 120 companies.

Contending with disparate applications and workflows, along with compliance requirements and enterprise reporting, Riverside adopted the DealCloud solution for its deal making processes in 2018. This solution streamlined operations, contained overhead costs, delivered better business outcomes and strengthened its corporate culture.

Solution and Benefits:

- **Centralized Contact Data:** Integrates business development and marketing efforts by unifying separate CRM and email marketing systems into DealCloud, delivering closed-loop visibility and insights.
- **Improved Business Productivity**: Generates deal screening memos, tear sheets and deal-metrics reports automatically. Deal-metrics reports are now generated in minutes rather than several hours per month per fund with previous cumbersome process.
- **Reduced Risk**: Centralizes and automates notification and approval workflows, reducing errors and providing operational efficiencies. A fully auditable, complete history of wire transfers

related to transactions ensures compliance. Automatic deactivation of departed staff accounts minimizes key-person risk.

- **Enhanced Agility and Culture**: Enables professionals to efficiently collaborate and confidently make decisions thanks to firmwide access to information. Improved collaboration, accountability, and transparency results in a positive effect on Riverside's corporate culture.

Pam Hendrickson, Vice Chairman:
"Riverside has always had a very collaborative culture, but disparate sources of data were unintentionally introducing inefficiencies across parts of the organization. Deal Cloud really helped to solve the problem, allowing Riversiders around the world to have immediate access to critical information from anywhere at any time. As a firm that invested in 60 companies in the middle of a global pandemic, our ability to work collaboratively and streamline decision making has been critical to our success."

Research and development

Our ability to compete depends in large part on our continuous commitment to research and development and our ability to rapidly introduce new technologies, features, and functionality. Our research and development team is responsible for the design, architecture, testing, and quality of our solutions. We focus our efforts on enhancing our existing solutions and developing new solutions for our clients.

Our research and development teams are primarily located in Palo Alto, California, Charlotte, North Carolina, Jersey City, New Jersey, Manchester, England, Kyiv, Ukraine, Ivanovo, Russia and Minsk, Belarus. Research and development expenses were $28.8 million and $42.1 million for fiscal years 2019 and 2020, respectively, and $32.6 million and $37.1 million for the nine months ending March 31, 2020 and 2021, respectively, and we intend to increase our investments in research and development in the future to support the developments of new technologies, features, and functions for our solutions.

Culture and employees

We have built our culture around the success of our clients, our partners, our employees, and our investors. We have carefully recruited, selected, and developed employees who are highly focused on delivering success for our clients in the professional and financial services industry. This strategy is a crucial element of our hiring and evaluation processes throughout all departments. We believe this approach produces high levels of both client success and employee engagement.

We believe we provide employees a unique opportunity to develop and sell world-class solutions within a specific industry. The Intapp Platform offers our developers an opportunity to build important solutions that can become the standard in the professional and financial services industry, while enabling sales personnel to sell a growing portfolio of solutions to a focused, deep set of professional and financial services firms. We believe that this unique opportunity will allow us to continue to attract top talent for our product development and sales efforts.

As of March 31, 2021, we had 676 full-time employees.

Our employees are primarily located in the United States, the United Kingdom, Europe, and Australia. The Company also utilizes independent contractors, brokers, and consultants, including

a substantial number of developers working in research and development. None of our employees are represented by a labor union or are a party to a collective bargaining agreement and we consider our relationship with our employees to be strong.

Competition

The professional and financial services industry is highly competitive and subject to change from the introduction of new products and technologies and other activities of industry participants. We do not believe that any of our competitors currently offer a full suite of solutions that effectively competes with the full functionality of the Intapp Platform for this industry. We believe our success in growing our business will depend on our ability to demonstrate to our clients in the professional and financial services industry that our solutions provide superior business outcomes to other competitive solutions, including, but not limited to legacy applications, manual processes, horizontal platforms, and point solutions.

We believe that the principal competitive factors in our industry include the following:

- Deep domain experience and a long-term, trusted relationship;
- Product innovation, quality, functionality and design;
- Solutions that are purpose built for this industry;
- Platform solutions that are complete end-to-end solutions across the relationship lifecycle;
- Solutions that enable connectedness of key data and processes through the use of AI;
- A track record of, delivering value consistently over time;
- A strong commitment to security and privacy; and
- Brand reputation and name recognition in the industry.

We believe we compete favorably across these factors. However, some of our competitors and potential competitors are large and have greater brand name recognition, longer operating histories, larger marketing budgets and established marketing relationships, access to larger client bases and significantly greater resources for the development of their offerings. Moreover, because our market is highly competitive and subject to rapid change, it is possible that new entrants, especially those with substantial resources, more efficient operating models, more rapid technology and content development cycles, or lower marketing costs, could introduce new solutions that disrupt our market and better address the needs of our clients and potential clients.

Further, certain of our competitors may challenge our intellectual property, may develop additional competing or superior technologies and processes and compete more aggressively and sustain that competition over a longer period of time than we could. Our solutions may be rendered obsolete or uneconomical by technological advances or entirely different approaches developed by one or more of our competitors. As more companies develop new intellectual property in our market, there is the possibility of a competitor acquiring patents or other rights that may limit our ability to update our technologies and products which may impact demand for our products. See the section titled “Risk Factors—Assertions by third parties of infringement or other violation by us of their intellectual property rights could result in significant costs and substantially harm our business and results of operations” for additional information.

Intellectual property

We rely on a combination of patent, copyright, trademark and trade secret laws, and confidentiality and invention assignment agreements to protect our intellectual property rights.

As of March 31, 2021, we had rights to 3 issued United States patents, 2 pending United States patent applications and 9 pending foreign patent applications. Our most material foreign patents issued and patent applications pending are in Europe. Our patents cover various aspects of the Intapp Platform. The term of individual patents depends on the legal term for patents in the countries in which they are granted. In most countries, including the United States, the patent term is generally 20 years from the earliest claimed filing date of a nonprovisional patent application in the applicable country. Our patents expire between 2026 and 2030. Once a patent expires, the protection ends, and the invention covered by the patent enters the public domain; that is, anyone can commercially exploit the invention without infringing the patent.

There is no active patent litigation involving any of our patents and we have not received any notices claiming that our activities infringe a third-party's patent.

We cannot guarantee that patents will be issued from any of our pending applications or that, if patents are issued, they will be of sufficient scope or strength to provide meaningful protection for our technology. Notwithstanding the scope of the patent protection available to us, a competitor could develop treatment methods or devices that are not covered by our patents. Furthermore, numerous United States and foreign-issued patents and patent applications owned by third parties exist in the fields in which we are developing solutions. Because patent applications can take many years to publish, there may be applications unknown to us, which may later result in issued patents that our existing or future solutions or technologies may be alleged to infringe.

In the future, we may need to engage in litigation to enforce patents issued or licensed to us, to protect our trade secrets or know-how, to defend against claims of infringement of the rights of others or to determine the scope and validity of the proprietary rights of others. Litigation could be costly and could divert our attention from other functions and responsibilities. Furthermore, even if our patents are found to be valid and infringed, a court may refuse to grant injunctive relief against the infringer and instead grant us monetary damages or ongoing royalties. Such monetary compensation may be insufficient to adequately offset the damage to our business caused by the infringer's competition in the market. Adverse determinations in litigation could subject us to significant liabilities to third parties, require us to seek licenses from third parties or could prevent us from manufacturing, selling or using the solution accused of infringement, any of which could severely harm our business. See "Risk Factors Intellectual Property" for additional information regarding these and other risks related to our intellectual property portfolio and their potential effect on us.

We also rely upon trademarks to build and maintain the integrity of our brand. As of March 31, 2021, we had 26 registered trademark filings and 13 pending trademark applications in multiple jurisdictions.

We also rely, in part, upon trade secrets, know-how and continuing technological innovation, and licensing arrangements, to develop and maintain our competitive position. We protect our proprietary rights through a variety of methods, including confidentiality and assignment agreements with suppliers, employees, consultants, and others who may have access to our proprietary information.

Facilities

We have eight offices globally, all in leased premises. Our corporate headquarters is located in Palo Alto, California, and consists of approximately 26,000 square feet of space pursuant to a

lease that expires in August 2023. In addition to our head office, we also maintain seven offices in multiple locations in the United States and internationally in the United Kingdom, Australia and Ukraine. Our lease renewal dates range from 2021 to 2030. We intend to procure additional space in the future as we continue to add employees and expand geographically. We believe our facilities are adequate and suitable for our current needs and that, should it be needed, suitable additional or alternative space will be available to accommodate our operations.

Regulations

We are subject to a variety of laws and regulations in the United States and abroad that involve matters central to our business. Many of these laws and regulations are still evolving and being tested in courts and could be interpreted in ways that could harm our business. These may involve privacy, data protection, content, intellectual property, data security, and data retention and deletion. In particular, we are subject to federal, state, and foreign laws regarding data protection and privacy. Foreign data protection, privacy, content, and other laws and regulations can impose different obligations or be more restrictive than those in the United States. United States federal and state and foreign laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are constantly evolving and can be subject to significant change. As a result, the application, interpretation, and enforcement of these laws and regulations are often uncertain, particularly in the new and evolving industry in which we operate, and may be interpreted and applied inconsistently from country to country and inconsistently with our current policies and practices. For example, the European Union's GDPR, which became effective on May 25, 2018, has resulted and will continue to result in significantly greater compliance burdens and costs for companies with users and operations in the European Union. Under GDPR, fines of up to 20 million Euros or up to 4% of the annual global revenues of the infringer, whichever is greater, can be imposed for violations. Further, Brexit has created uncertainty with regard to the regulation of data protection in the United Kingdom. In particular, it is unclear whether the United Kingdom will enact data protection laws or regulations designed to be consistent with GDPR and how data transfers to and from the United Kingdom will be regulated. In addition, California recently adopted the CCPA, which went into effect on January 1, 2020, and limits how we may collect and use certain data. The impact of this law on us and others in our industry is and will remain unclear until additional regulations are issued. The effects of the CCPA are potentially far-reaching, however, and may require us to modify our data processing practices and policies and incur substantial compliance-related costs and expenses. Non-compliance with these laws could result in penalties or significant legal liability. We have invested, and continue to invest, human and technology resources into our GDPR compliance efforts and our data privacy compliance efforts generally.

Legal proceedings

From time to time we may become involved in legal proceedings or investigations, which could have an adverse impact on our reputation, business and financial condition and divert the attention of our management from the operation of our business. Except as set forth below, we are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, financial condition, or cash flows. We may from time to time receive letters from third parties alleging patent infringement, violation of employment practices, or trademark infringement, and we may in the future participate in litigation to defend ourselves. We cannot

predict the results of any such disputes, and regardless of the potential outcomes, the existence thereof may have an adverse material impact on us due to diversion of management time and attention as well as the financial costs related to resolving such disputes.

On February 11, 2021, Navatar Group, Inc. commenced an action in the United States District Court for the Southern District of New York captioned Navatar Group, Inc. v. DealCloud, Inc., 1:21-cv-01255. In its complaint, Navatar asserts false advertising and related claims, alleging that DealCloud, Inc., a subsidiary of the Company, has disseminated false and/or misleading statements about Navatar's financial condition, current sales and sales staff levels. Navatar claims that it has lost customers and prospective customers to DealCloud as a result of the allegedly false statements. Navatar has not alleged the amount of damages resulting from such statements. The Company is not in a position to estimate such damages. The Company is vigorously defending the claim.

Management

Directors and executive officers

Set forth below are the names, ages, and positions of our directors and executive officers as of the date hereof.

Name	Age	Position
Executive officers		
John Hall	48	Chairman and Chief Executive Officer
Stephen Robertson	60	Chief Financial Officer
Thad Jampol	45	Co-Founder and Chief Product Officer
Don Coleman	45	Chief Operating Officer
Michele Murgel	60	Chief People and Places Officer
Scott Fitzgerald	47	Chief Marketing Officer
Other executive management		
Dan Tacone	65	President and Chief Client Officer
Ben Harrison	35	Co-President, Financial Services of Intapp and Founder of DealCloud
Mark Holman	57	President, Accounting and Consulting and Chief Strategy Officer
Non-employee directors		
Mukul Chawla	45	Director
Chris Gaffney	58	Director
Charles Moran	66	Director
Derek Schoettle	48	Director
Director nominees[(1)]		
Ralph Baxter	74	Director
Nancy Harris	58	Director
George Neble	64	Director
Marie Wieck	60	Director

(1) Ralph Baxter, Nancy Harris, George Neble and Marie Wieck currently are director nominees and have been appointed as members of our board of directors effective immediately prior to the effectiveness of the registration statement of which this prospectus is a part.

Executive officers

John Hall, Chairman and Chief Executive Officer

John Hall has served as a director and Chief Executive Officer of the Company since 2007. Prior to joining the Company, Mr. Hall was an early executive at VA Linux Systems and helped lead the company from its startup phase to its initial public offering. We believe that Mr. Hall is qualified to serve on our board of directors because of the perspective and experience he brings as our Chief Executive Officer.

Stephen Robertson, Chief Financial Officer

Stephen Robertson has served as Chief Financial Officer of the Company since 2016. Prior to joining the Company, Mr. Robertson served as chief financial officer of Axiom Law. Prior to Axiom Law, Mr. Robertson served as chief financial officer at RMS, a catastrophe risk modeling company, chief financial officer at Colo.com and chief financial officer at InsWeb, a publicly traded online insurance marketplace. Prior to such roles, Mr. Robertson spent 12 years in investment banking at Salomon Brothers, Alex. Brown & Sons, Smith Barney and Lehman Brothers. Mr. Robertson received an A.B. from Princeton University in History and an M.B.A. from the Stanford Graduate School of Business.

Thad Jampol, Co-founder and Chief Product Officer

Thad Jampol is the Co-Founder of the Company and has served as Chief Product Officer of the Company since 2000. Mr. Jampol is the architect of the Intapp Platform. Mr. Jampol received a B.S. from the University of California, Los Angeles in Computer Science.

Don Coleman, Chief Operating Officer

Don Coleman has served as the Chief Operating Officer of the Company since 2003. Prior to joining the Company, Mr. Coleman oversaw mergers and acquisitions at Excite@Home, a pioneering provider of internet media services, which was acquired by InterActiveCorporation. Prior to joining Excite@Home, Mr. Coleman served as the co-founder and chief executive officer of Stanford Student Enterprises. Mr. Coleman received a B.A. and B.S. from Stanford University in Economics and Biology.

Michele Murgel, Chief People and Places Officer

Michele Murgel has served as Chief People and Places Officer of the Company since 2020 and previously served as Senior Vice President of the Company since 2015. Prior to joining the Company, Ms. Murgel served as the Vice President of Human Resources at Coupons.com (now Quotient Technology), overseeing all human resources functions through the company's initial public offering in 2014. Prior to Coupons.com, Ms. Murgel held executive leadership roles with Zappos, Macromedia (which was acquired by Adobe in 2005) and Alias Research (which was acquired by Autodesk in 2006). Ms. Murgel studied at the University of Toronto, Mississauga and graduated from Humber College Institute of Technology and Advanced Learning.

Scott Fitzgerald, Chief Marketing Officer

Scott Fitzgerald has served as Chief Marketing Officer of the Company since May 2021. Prior to joining the Company, Mr. Fitzgerald was Chief Marketing Officer of Duck Creek Technologies Inc.

since 2017. Prior to joining Duck Creek Technologies Inc., Mr. Fitzgerald was SVP of Marketing for BlueSnap, Inc. from July 2015 until March 2017. Mr. Fitzgerald has also previously served as VP, Marketing and VP, Product Line Manager of ACI Worldwide, Inc. from September 2010 to July 2015. Mr. Fitzgerald held various leadership positions at CA Technologies from December 2003 to September 2010. Prior to joining CA, Mr. Fitzgerald was with Cisco Systems, Inc. and American Power Conversion, Inc. from 2000-2002 and 1996-2000, respectively. Mr. Fitzgerald received a B.A. from Union College and an M.B.A. from the Babson F.W. Olin Graduate School of Business.

Other executive management

Dan Tacone, President and Chief Client Officer

Dan Tacone has served as the President since 2010 and Chief Client Officer of the Company since 2020. Prior to joining the Company, Mr. Tacone held leadership positions in sales, marketing, professional services and consulting at technology firms focused on the professional service industry. Mr. Tacone served as the vice president of sales and chief operating officer of Elite Information Systems, which was acquired by Thomson Reuters. Mr. Tacone served as senior vice president at Thomson Reuters. Mr. Tacone received a B.S. from Gannon University.

Ben Harrison, Co-President, Financial Services of Intapp and Founder of DealCloud

Ben Harrison is the Founder of DealCloud and has served as the President, Financial Services of the Company since 2018. At DealCloud, Mr. Harrison served as the president and chief executive officer and chief revenue officer. Prior to founding DealCloud, Ben worked for Falfurrias Capital Partners, a Charlotte-based private equity firm, and also in M&A advisory with Harris Williams & Co. and Edgeview Partners. Mr. Harrison received a B.S.B.A. from the University of North Carolina at Chapel Hill and was awarded the William M. Rawls scholarship.

Mark Holman, President, Accounting & Consulting and Chief Strategy Officer

Mark Holman has served as President, Accounting & Consulting since 2020, and served as Chief Strategy Officer since 2019. Prior to joining the Company, Mr. Holman served as the President of Strategy, Investments and Marketing for Flex, a technology design and manufacturing firm. Prior to joining Flex, Mr. Holman served as a partner at A.T. Kearney and PwC and was the founding chief executive officer of E2open, a SaaS supply chain software firm. Mr. Holman received a B.S.E.E. from Kettering University and an M.B.A from the University of Michigan.

Non-employee directors

In addition to John Hall, our board of directors includes four non-employee directors designated by certain of our Existing Holders. Mukul Chawla and Charles Moran were designated to serve on our board of directors by Anderson and Chris Gaffney and Derek Schoettle were designated to serve on our board of directors by Great Hill, in each case in accordance with the stockholder's agreement described in "Certain Relationships and Related Party Transactions."

Mukul Chawla, Director

Mukul Chawla has served as a member of the Company's board of directors since 2017. Mr. Chawla is a Senior Managing Director at Temasek International (USA) LLC ("Temasek International"), an

affiliate of Anderson, where he co-heads the global Technology, Media and Telecom and North America groups. Prior to joining Temasek International, Mr. Chawla was a private equity investor at Warburg Pincus, held operating roles at Cisco Systems Inc. and served an appointment at the U.S. Federal Communications Commission. Mr. Chawla is a board director of Global Healthcare Exchange LLC, WebMD Health Corp. and Internet Brands. Previously, Mr. Chawla served as a board member for Blujay Solutions Ltd., Fanatics Holdings Inc., SoundCloud Inc., Pluribus Networks, USN and Aicent. Mr. Chawla received a B.S. from the Birla Institute of Technology & Science, Pilani, M.S. in Computer Science from the University of Illinois at Urbana-Champaign and an M.B.A. from The Wharton School of the University of Pennsylvania. We believe that Mr. Chawla is qualified to serve on our board of directors due to his extensive finance and technology industry experience.

Chris Gaffney, Director

Chris Gaffney has served as a member of the Company's board of directors since 2012. Mr. Gaffney is a co-founder and managing partner of private equity firm Great Hill Partners, L.P., where he is responsible for transaction origination, investment policy, fundraising, investor relations and the general management of the firm. Mr. Gaffney currently serves as a board member for EvolveIP, LLC, Ikon Science Ltd., G/O Media, Inc., Enterprise DB Corporation, Varicent Software, Inc., Mission Cloud Services Inc., Locus Robotics Corp., Paradox, Inc., Special Olympics Massachusetts and Lesley University. Previously, Mr. Gaffney served as a board member for Zoom Information, Inc., Jobing Inc., She Knows Media, Inc., QuietLogistics, Legacy.com, Inc. and Educaedu, S.L. Mr. Gaffney has participated in the private equity business since 1986 and his investment experience covers a broad group of industries, including business and IT software and services, information services, eCommerce, consumer and online services, financial services and insurance, digital publishing, telecommunications, logistics, education, and cable and broadcasting. Mr. Gaffney received a B.B.A. and B.S. from Boston College in accounting and economics. We believe that Mr. Gaffney is qualified to serve on our board of directors due to his extensive finance industry experience.

Charles Moran, Director

Charles Moran has served as a member of the Company's board of directors since 2019. Mr. Moran was the founder and former President and Chief Executive Officer of Skillsoft PLC, a leading global provider of cloud-based learning and talent management solutions. Prior to founding Skillsoft PLC, Mr. Moran served as president and chief executive officer of NETg, a former subsidiary of National Education Corporation, and a provider of computer-based training for IT professionals. Prior to joining Netg, Mr. Moran served as the chief operating officer and chief financial officer of SoftDesk, which was acquired by Autodesk Inc. Prior to joining Softdesk, Mr. Moran served as president of Sytron Corporation, a data management software subsidiary of Rexon Inc. Mr. Moran currently serves as a board member for Duck Creek Technologies Inc., Commvault Systems Inc. and Manhattan Associates Inc., and several private companies. Previously, Mr. Moran served as a board member for Clarivate Analytics PLC. Mr. Moran received a B.S. from Boston College and an M.B.A. from Suffolk University. We believe that Mr. Moran is qualified to serve on our board of directors due to his extensive background in the technology industry and his leadership experience.

Derek Schoettle, Director

Derek Schoettle has served as a member of the Company's board of directors since February 2020. Mr. Schoettle joined Great Hill Partners, L.P. in 2019 and serves as the Growth Partner. Prior to

joining Great Hill Partners, Mr. Schoettle served as chief executive officer of Zoom Information, Inc. ("ZoomInfo"), a B2B data and business information solutions provider. Prior to Zoominfo, Mr. Schoettle served as general manager at IBM and chief executive officer of the NoSQL database-as-a-service (DBaaS) provider. Prior to joining IBM, Mr. Schoettle served as chief executive officer of Cloudant, Inc., which was acquired by IBM in 2014. Mr. Schoettle is a member of the Forbes Technology Council, a board member of The Mass Technology Leadership Council, an Entrepreneur in Residence at The Blank Center at Babson College and is active in a number of Boston-area start-ups. Mr. Schoettle received a B.A. from Dickinson College and an M.B.A. from Babson College. We believe that Mr. Schoettle is qualified to serve on our board of directors due to his extensive technology industry experience and his significant managerial experience at global technology companies.

Director nominees

Ralph Baxter, Director Nominee

Ralph Baxter is a nominee as a new board member. Mr. Baxter previously served as a director of the Company's operating subsidiary, Integration Appliance, Inc., since 2016. Since 2014, Mr. Baxter has regularly advised law firms, legal technology companies, and corporate law departments on their strategies and execution and emerging models for improved delivery of legal service. From 1990 to 2013, Mr. Baxter served as Chairman and CEO of Orrick, Herrington & Sutcliffe LLP, a leading global law firm, and launched numerous transformative initiatives during his tenure, including the creation of Orrick's Global Operations Center in Wheeling, West Virginia, and changes in the firm's talent and pricing models. Mr. Baxter is a member of the Legal Advisory Board of LegalZoom.com, Inc., a Senior Advisor and member of the Advisory Board of the Stanford Law School Center on the Legal Profession, a member of the Advisory Board of the Harvard Law School Center on the Legal Profession. Mr. Baxter received an A.B. in History from Stanford University and a J.D. from the University of Virginia. We believe Mr. Baxter is qualified to serve on our board directors due to his deep legal industry expertise and his leadership experience.

Nancy Harris, Director Nominee

Nancy Harris is a nominee as a new independent board member. Ms. Harris is the Executive Vice President and Managing Director of Sage North America and has served in this role since 2011. Ms. Harris has more than 35 years of experience in a variety of leadership capacities in the software industry. Prior to Sage, Ms. Harris served as the Chief Operating Officer of ESO Solutions, a high-growth SaaS company, from 2010 to 2011. Prior to ESO, Ms. Harris served as the Chief Operating Officer of Asure Software from 2001 to 2009. Prior to Asure Software, Ms. Harris served as the Vice President of Marketing at ClearCommerce Corporation and as the Director of Product Marketing at BMC Software, Inc. Ms. Harris received a B.S. in Journalism from Northwestern University and a Masters in Marketing from Northwestern University. We believe that Ms. Harris is qualified to serve on our board of directors due to her leadership experience and extensive background in the software industry.

George Neble, Director Nominee

George Neble is a nominee as a new independent board member. Mr. Neble brings more than 40 years of accounting and auditing experience working with both public and private companies. From November 2012 to June 2017, Mr. Neble served as the Northeast Market Leader and Managing Partner of the Boston office of Ernst & Young LLP. From 2002 to 2012, Mr. Neble was a

senior assurance partner at Ernst & Young LLP. He has served as a board member of EverQuote, Inc. since May 2018, Real Goods Solar, Inc. since June 2019 and LumiraDx Limited since July 2020. Mr. Neble has also served as a business advisor working with high growth and emerging technology companies since July 2017 along with serving on the boards of various non-profit organizations. From 1978 to 2002, Mr. Neble was an Assurance Partner at Arthur Andersen serving primarily emerging and growth-oriented companies. He is a certified public accountant with extensive experience in accounting, SEC and financial reporting matters. Mr. Neble received a B.S. degree in accounting from Boston College. We believe that Mr. Neble is qualified to serve on our board of directors due to his extensive experience and knowledge of accounting and financial matters as well as audit functions.

Marie Wieck, Director Nominee

Marie Wieck is a nominee as a new independent board member. Ms. Wieck joined Ethos Capital in 2020 as an Executive Partner. Prior to Ethos, Ms. Wieck founded Moroquain LLC in 2020 which provides digital transformation and diversity consulting services. Prior to Moroquain, Ms. Wieck retired from IBM after a 36-year career, the last 10 years of which were in senior leadership and General Management roles. Ms. Wieck has served on the Board of Daimler AG as an independent Shareholder Representative since 2018. She also serves on Daimler's Legal Affairs Committee and on the board of Mercedes-Benz since 2019. In May 2021, Ms. Wieck joined the Board of Uptake, an industrial AI company founded in 2014. Ms. Wieck serves on the Board of Visitors of Columbia University School of Engineering and serves as the Vice Chair of Charity Navigator. Ms. Wieck received a B.S. in engineering from The Cooper Union, a M.S. in computer science from Columbia University and an MBA from New York University. We believe that Ms. Wieck is qualified to serve on our board of directors due to her leadership experience and extensive background in the technology industry.

Board of directors

In connection with this offering, we will amend and restate our certificate of incorporation and bylaws. Our amended and restated certificate of incorporation provides that the number of directors of our board shall be established from time to time by our board. Immediately after this offering, our board of directors will initially be composed of nine members.

Classified Board of Directors

Upon the completion of this offering, our board of directors will consist of nine members and be divided into three classes of directors that will serve staggered three-year terms. At each annual meeting of stockholders, a class of directors will be elected for a three-year term to succeed the same class whose term is then expiring. As a result, only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Our directors will be divided among the three classes as follows:

- the Class I directors will be George Neble, Ralph Baxter and Charles Moran, and their terms will expire at the first annual meeting of stockholders to be held after the completion of this offering;
- the Class II directors will be Marie Wieck, Nancy Harris and Derek Schoettle, and their terms will expire at the second annual meeting of stockholders to be held after the completion of this offering; and

- the Class III directors will be John Hall, Mukul Chawla and Chris Gaffney, and their terms will expire at the third annual meeting of stockholders to be held after the completion of this offering.

Each director's term continues until the election and qualification of his or her successor, or his or her earlier death, resignation, retirement, disqualification or removal. Our amended and restated certificate of incorporation and amended and restated bylaws to be in effect upon the completion of this offering authorize only a vote of a majority of the directors then in office to fill vacancies on our board of directors. Any increase or decrease in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. This classification of our board of directors may have the effect of delaying or preventing changes in control of our company. See the section titled "Description of Capital Stock— Anti-takeover effects of Delaware law and our organizational documents."

Director independence

Our board of directors has determined that Mukul Chawla, Chris Gaffney, Derek Schoettle, George Neble, Marie Wieck and Nancy Harris are "independent directors" as defined under the listing requirements of the Nasdaq Global Market. In making these determinations, our board of directors reviewed and discussed information provided by the directors and us with regard to each director's business and personal activities and relationships as they may relate to us and our management, including the beneficial ownership of our capital stock by each non-employee director and the transactions involving them described in the section titled "Certain Relationships and Related Party Transactions." In addition to determining whether each director satisfies the director independence requirements set forth in the listing requirements of the Nasdaq Global Market, in the case of members of the audit committee and compensation committee, our board of directors will also make an affirmative determination that such members also satisfy separate independence requirements and current standards imposed by the SEC and the Nasdaq Global Market regulations for audit committee members and by the SEC, the Nasdaq Global Market and the IRS for compensation committee members.

Committees of the board of directors

Our board of directors has established an audit committee, compensation committee and a nominating and corporate governance committee, effective immediately prior to the consummation of this offering. Our board of directors may establish other committees from time to time to facilitate the management of our business. The composition and functions of each committee, effective immediately prior to the consummation of this offering, are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

The audit committee, among other things:

- reviews the audit plans and findings of our independent registered public accounting firm and our internal audit and risk review staff, as well as the results of regulatory examinations, and tracks management's corrective action plans where necessary;
- reviews our financial statements, including any significant financial items and/or changes in accounting policies, with our senior management and independent registered public accounting firm;

- reviews our financial risk and control procedures, compliance programs and significant tax, legal and regulatory matters;
- has the sole discretion to appoint annually our independent registered public accounting firm, evaluate its independence and performance and set clear hiring policies for employees or former employees of the independent registered public accounting firm; and
- reviews and approves in advance any proposed related person transactions.

Upon completion of this offering, we expect our audit committee will consist of Nancy Harris, George Neble and Marie Wieck, with George Neble serving as Chair. Rule 10A-3 of the Exchange Act and the corporate governance standards of the Nasdaq Global Market require that our audit committee have at least one independent member upon the listing of our common stock, have a majority of independent members within 90 days of the date of this prospectus and be composed entirely of independent members within one year of the date of this prospectus. Our board of directors has affirmatively determined that Nancy Harris, Georgle Neble and Marie Wieck meet the definition of "independent director" for purposes of serving on the audit committee under Rule 10A-3 of the Exchange Act and the corporate governance standards of the Nasdaq Global Market. Our board of directors has determined that each director appointed to the audit committee is financially literate, and our board of directors has determined that George Neble is our audit committee financial expert within the meaning of Item 407(d) of Regulation S-K under the Securities Act.

Our audit committee will operate under a written charter that satisfies the applicable rules and regulations of the SEC and the listing standards of Nasdaq, and our audit committee will review the charter annually. We will make our audit committee charter available on our website.

Compensation Committee

The compensation committee, among other things:

- reviews, modifies and approves (or if it deems appropriate, makes recommendations to the full board of directors regarding) our overall compensation strategy and policies;
- reviews and recommends to our board of directors the salaries, benefits and equity incentive grants, consultants, officers, directors and other individuals we compensate;
- reviews and approves corporate goals and objectives relevant to executive officer compensation, evaluates executive officer performance in light of those goals and objectives, and determines executive officer compensation based on that evaluation;
- reviews and approves the terms of any employment agreements, severance arrangements, change in control protections and any other compensatory arrangements for our executive officers; and
- oversees our compensation and employee benefit plans.

Upon completion of this offering, we expect our compensation committee will consist of Mukul Chawla, Chris Gaffney and Charles Moran, with Mukul Chawla serving as chair. All members of our compensation committee are "non-employee" directors as defined in Rule 16b-3(b)(3) under the Exchange Act.

Our board of directors has determined that each of Mukul Chawla and Chris Gaffney meet the definition of "independent director" for purposes of serving on the compensation committee under the corporate governance standards of the Nasdaq Global Market.

On May 27, 2021, our board of directors determined that, even though Mr. Moran is not considered “independent” within the meaning of Nasdaq Rule 5605(a)(2), it is imperative and in the best interests of our company and our stockholders that Mr. Moran be appointed as a member of the compensation committee for a period of not more than two (2) years from and after the time at which the registration statement of which this prospectus forms a part is declared effective, in light of the fact that Mr. Moran has been our director since 2019 and is therefore very familiar with our historical executive compensation decisions, policies and practices and also has extensive experience in the technology industry and its respective practices. Further, Mr. Moran was the chief executive officer of a public company and has served on the boards of several public companies and in different committee roles at these companies, including compensation committees. For these reasons, our board of directors has determined that Mr. Moran can provide our compensation committee with a unique perspective for compensation-related decisions during a period not exceeding two years until such time as our board of directors determines that the appointment of Mr. Moran to our compensation committee is no longer necessary.

Our compensation committee will operate under a written charter that satisfies the applicable rules and regulations of the SEC and the listing standards of Nasdaq, and our compensation committee intends to review the charter annually. We will make our compensation committee charter available on our website.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee, among other things:

- reviews the performance of our board of directors and makes recommendations to our board of directors regarding the selection of candidates, qualification and competency requirements for service on our board of directors and the suitability of proposed nominees as directors;
- advises our board of directors with respect to the corporate governance principles applicable to us;
- oversees the evaluation of our board of directors and management;
- reviews and approves in advance any related party transaction, other than those that are pre-approved pursuant to pre-approval guidelines or rules established by the committee; and
- recommends guidelines or rules to cover specific categories of transactions.

Upon completion of this offering, we expect our nominating and corporate governance committee will consist of Derek Schoettle, Marie Wieck and Ralph Baxter, with Mr. Schoettle serving as Chair. Our board of directors has determined that each of Derek Schoettle and Marie Wieck meet the definition of “independent director” for purposes of serving on the nominating and corporate governance committee under the corporate governance standards of the Nasdaq Global Market. Ralph Baxter is a party to a consulting agreement with us as described under the section titled “Certain Relationships and Related Party Transactions”. As such, he is not independent under the listing standards of Nasdaq or Rule 10A-3(b) under the Exchange Act and is expected to serve on our nominating and corporate governance committee only during the transition period available for newly public companies.

Our nominating and corporate governance committee will operate under a written charter that satisfies the applicable rules and regulations of the SEC and the listing standards of Nasdaq, and

our nominating and corporate governance committee intends to review the charter annually. We will make our nominating and corporate governance committee charter available on our website.

Compensation committee interlocks and insider participation

No member of our Compensation Committee is or has been one of our officers or employees, and other than Charles Moran, none has any relationships with us of the type that is required to be disclosed under Item 404 of Regulation S-K. Charles Moran is party to a director services agreement pursuant to which we engaged him as a special advisor for a 12-month term for financial advice and advice in connection with the Company's initial public offering. For additional information regarding the director services agreement with Mr. Moran, see "Certain Relationships and Related Party Transactions—Service agreement with Charles Moran." None of our executive officers serves or has served as a member of the board of directors, compensation committee or other board committee performing equivalent functions of any entity that has one or more executive officers serving as one of our directors or on our Compensation Committee.

Code of business conduct and ethics

We have adopted a Code of Business Conduct and Ethics, which will be posted on our website, that applies to all employees and each of our directors and officers, including our principal executive officer and principal financial officer. The purpose of the Code of Business Conduct and Ethics is to promote, among other things, honest and ethical conduct, full, fair, accurate, timely and understandable disclosure in public communications and reports and documents that we file with, or submit to, the SEC, compliance with applicable governmental laws, rules and regulations, accountability for adherence to the code and the reporting of violations thereof.

Executive compensation

This section sets forth the compensation of our named executive officers ("NEOs") prior to our initial public offering. Our NEOs for the fiscal year ended June 30, 2020 (referred to herein as fiscal year 2020), which consist of our Chief Executive Officer, and our two most highly compensated executive officers who were serving as executive officers as of June 30, 2020, and one additional executive officer who would have been one of the two most highly compensated executive officers had he remained in employment with us as of June 30, 2020, are as follows:

- John Hall, Chief Executive Officer
- Stephen Robertson, Chief Financial Officer
- Thad Jampol, Co-Founder and Chief Product Officer
- Rick Kushel, Former Chief Executive Officer of DealCloud

As an emerging growth company, we have elected to take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation.

Summary compensation table

The following table summarizes the total compensation paid to or earned by each of our NEOs in the fiscal year ended June 30, 2020.

Name and principal position	Base salary ($)	Nonequity incentive plan compensation ($)[1]	All other compensation ($)[2]	Total ($)
John Hall, *Chief Executive Officer*	405,765	162,306	158,400	726,471
Stephen Robertson, *Chief Financial Officer*	378,560	151,424	8,400	538,384
Thad Jampol, *Co-Founder and Chief Product Officer*	350,438	84,106	8,400	442,944
Rick Kushel, *Former CEO of DealCloud*[3]	406,594	—	236,089	642,683

(1) Amounts reported represent 80% of the NEO's annual cash bonus target. For additional information, please see the description of our Annual Cash Bonus below.
(2) Amounts reported represent (1) a 401(k) employer contribution to each of our NEOs and (2) a portion of the annual stipend for Mr. Hall in the amount of $150,000 pursuant to Mr. Hall's employment agreement that provides him an annual payment of $200,000 for all ordinary business expenses incurred by him, $50,000 of which was forgone by Mr. Hall for fiscal year 2020 due to the impact of COVID-19 that prevented Mr. Hall's routine business travel. This stipend was eliminated effective as of April 30, 2021.
(3) Mr. Kushel's employment with the Company ended May 29, 2020.

Overview of our executive compensation program

Elements of compensation

Base salary

Base salaries are intended to provide a level of compensation sufficient to attract and retain an effective management team, when considered in combination with the other components of our executive compensation program. The relative levels of base salary for our NEOs are designed to reflect each NEO's scope of responsibility and accountability. Each NEO's base salary for the fiscal year 2020 is listed in the "Summary Compensation Table" above.

Annual cash bonus

We provide our senior leadership team with short-term incentive compensation through an annual cash bonus program, pursuant to which, for fiscal year 2021, Mr. Hall is entitled to an annual cash bonus target for 80% of his annual base salary and Messrs. Robertson and Jampol are entitled to an annual cash bonus target for 60% of their respective annual base salaries. Annual bonus compensation holds executives accountable, rewards the executives based on actual business results and helps sustain a "pay for performance" culture.

For the fiscal year 2020, our Board established the performance objectives for our CEO that were comprised of both corporate and individual objectives, and our CEO established performance objectives for each of our executives, including our other NEOs, based on our business and performance plan as approved by our Board at the beginning of the fiscal year. Upon assessment at the end of the fiscal year 2020, our Board determined that our CEO had achieved his individual performance objectives for fiscal year 2020, and our CEO determined that each of Messrs. Robertson and Jampol had achieved their individual performance objectives for fiscal year 2020, such that they earned 100% of their annual cash bonus target. For fiscal year 2020, the annual cash bonus targets for Messrs. Hall and Robertson were 50% of their respective annual base salaries, with a maximum annual cash bonus, in each case, of 100% of their respective annual base salaries, and for Mr. Jampol an annual target bonus of 30% of his annual base salary, with a maximum annual cash bonus of 60% of his annual base salary.

As part of our broad-based efforts to reduce costs and focus on short-term cash management during the period of uncertainty resulting from the economic downturn caused by the COVID-19 pandemic in fiscal year 2020, our NEOs discussed and agreed to a 20% reduction to the fiscal year 2020 annual cash bonus payout, resulting in each of Messrs. Hall, Robertson and Jampol receiving an annual cash bonus payment of 80% of their annual cash bonus target instead of 100% at target.

Please see the "Nonequity Incentive Plan Compensation" column in the "Summary Compensation Table" above for the amounts of the annual cash bonuses paid to each NEO with respect to fiscal year 2020. For information regarding the bonus target amounts applicable to our NEOs, see the section entitled "Employment Agreements with our NEOs" below.

Equity awards during fiscal year 2020

We grant equity awards in the form of stock options to our employees, including our NEOs, as the long-term incentive component of our compensation program. Our stock options allow our employees to purchase shares of our common stock at a price per share equal to the fair market

value of our common stock on the date of grant. In the past, our board of directors has determined the fair market value of our common stock based on inputs including valuation reports prepared by third-party valuation firms. Our stock options granted to newly hired employees generally vest as to 25% of the total number of shares subject to the option on the first anniversary of the vesting commencement date and in equal monthly installments thereafter for 36 months. None of our NEOs were granted any stock options during the fiscal year 2020.

Employment agreements with our NEOs

Each of John Hall, Stephen Robertson and Thad Jampol (each, a "Covered Officer" and together, the "Covered Officers") entered into an employment agreement with the Company dated as of June 18, 2021 (together, the "Employment Agreements"). The Employment Agreements supersede all prior employment agreements with the Covered Officers, except that their original confidentiality and invention assignment agreements remain in effect. The material terms of the Employment Agreements are summarized below and this summary is qualified in its entirety by reference to the Employment Agreements, each filed as an exhibit to the registration statement of which this prospectus forms a part.

The Employment Agreements provide for at-will employment and the provision of an annual base salary (currently $443,000 for Mr. Hall, $412,000 for Mr. Robertson and $414,700 for Mr. Jampol), an annual cash bonus plan opportunity (80% of annual base salary for Mr. Hall and 60% for each of Messrs. Robertson and Jampol), long-term incentive plan and employee benefit plan participation and the reimbursement of business expenses.

In the event that a Covered Officer is terminated without cause or if the Covered Officer resigns for good reason (as defined in the Employment Agreements) not in connection with a change in control, they will be entitled to severance as follows: (1) continued payment of annual base salary for 18 months in the case of Mr. Hall and 12 months in the case of Messrs. Robertson and Jampol; (2) reimbursement of COBRA premiums for up to 12 months; (3) with respect to equity-based compensation awards granted prior to June 18, 2021 ("Past Awards"), accelerated vesting of (A) the time-based vesting Past Awards that are scheduled to vest in the 12 months following termination (or such longer period as provided under the applicable Past Award), and (B) 25% of all performance-based vesting Past Awards; and (4) with respect to equity-based compensation awards granted as of or after June 18, 2021 ("Future Awards"), accelerated vesting of (A) the next four unvested milestones scheduled to vest for performance-based restricted stock units granted at the time of this offering; (B) the time-based vesting Future Awards that are scheduled to vest in the 12 months following termination, and (C) 25% of the number of unvested milestones for performance-based vesting Future Awards, other than the performance-based restricted stock units granted at the time of this offering.

In the event that a Covered Officer is terminated without cause or if the Covered Officer resigns for good reason during the period three months prior to or 12 months following a change in control, they will be entitled to severance as follows: (1) continued payment of 1.5 times the annual base salary and target annual bonus for the year of termination for Mr. Hall and one times the annual base salary and target annual bonus for the year of termination for each of Messrs. Robertson and Jampol; (2) reimbursement of COBRA premiums for up to 12 months; (3) accelerated vesting for Past Awards as provided above; and (4) accelerated vesting of all Future Awards in full.

The payment of the foregoing severance is subject to the execution and non-revocation of an effective release of claims in favor of the Company by a Covered Officer.

Retirement and employee benefits

All U.S. employees are eligible to participate in broad-based and comprehensive employee benefit programs, including medical, dental, vision, life and disability insurance and a 401(k) plan with matching contributions. Our NEOs are eligible to participate in these plans on the same basis as our other employees and do not participate in executive level programs. We do not sponsor or maintain any deferred compensation or supplemental retirement plans in addition to our 401(k) plan. The 401(k) matching contributions earned by each NEO in fiscal year 2020 are shown in the “Summary Compensation Table” under “All Other Compensation”.

Outstanding equity awards at fiscal year 2020

The following table summarizes the number of outstanding equity awards held by each of our NEOs as of June 30, 2020, each granted pursuant to our 2012 Plan (as defined below).

Name	Grant date	Number of securities underlying unexercised options exercisable (#)	Number of securities underlying unexercised options unexercisable (#)	Option exercise price ($)[1]	Option expiration date
John Hall	August 28, 2015[2]	1,864,300	—	$ 3.99	August 27, 2025
	July 27, 2017[3]	1,145,228	425,371	$ 7.45	July 26, 2027
Stephen Robertson	July 27, 2017[4]	79,553	35,447	$ 7.45	July 26, 2027
Thad Jampol	August 1, 2013[2]	123,368	—	$ 0.25	July 31, 2023
	August 28, 2015[2]	855,720	—	$ 3.99	August 27, 2025
	July 27, 2017[5]	95,433	35,447	$ 7.45	July 26, 2027
Rick Kushel	November 14, 2018[2]	200,000	—	$ 7.45	May 29, 2023

(1) This column represents the fair value of a share of our common stock on the grant date, as determined by our board of directors.

(2) The shares underlying this option are fully vested and immediately exercisable.

(3) The shares underlying this option vest, subject to Mr. Hall’s continued employment with or services to us, as to 1/48th of the total shares on each monthly anniversary of July 1, 2017. Except if provided otherwise in the Employment Agreement discussed above, upon the consummation of a sale event (as defined in our 2012 Plan described below) regardless of Mr. Hall’s employment status, or upon the termination of Mr. Hall’s employment by us without cause or by Mr. Hall for good reason within 30 days preceding a sale event, all shares underlying this option will vest in full.

(4) The shares underlying this option vest, subject to Mr. Robertson’s continued employment with or services to us, as to 1/48th of the total shares on each monthly anniversary of July 1, 2017. Except if provided otherwise in the Employment Agreement discussed above, upon the consummation of a sale event (as defined in our 2012 Plan described below), Mr. Robertson will become vested in a number of shares underlying this option equal to the lesser of the number of shares that otherwise would have vested in the 24 months following the sale event or all remaining unvested shares and upon the termination of Mr. Robertson’s employment by us without cause or by Mr. Robertson for good reason within 12 months following a sale event, all shares underlying this option will vest in full.

(5) The shares underlying this option vest, subject to Mr. Jampol’s continued employment with or services to us, as to 1/48th of the total shares on each monthly anniversary of July 1, 2017. Except if provided otherwise in the Employment Agreement discussed above, upon the consummation of a sale event (as defined in our 2012 Plan described below) regardless of Mr. Jampol’s employment status, or upon the termination of Mr. Jampol’s employment by us without cause or by Mr. Jampol for good reason within 30 days preceding a sale event, all shares underlying this option will vest in full.

Potential payments and benefits on termination

Please refer to the section entitled “Employment Agreements with NEOs,” above, for a description of the severance payments and benefits to be provided to our NEOs in connection with certain qualifying terminations of their employment.

Intapp, Inc. 2021 Omnibus Incentive Plan

Our board of directors adopted on May 27, 2021 and our stockholders approved on June 20, 2021 our 2021 Omnibus Incentive Plan (the “2021 Plan”) and the 2021 Plan will become effective as of the effective date of the registration statement of which this prospectus is a part. The purpose of the 2021 Plan will be to provide additional incentives to selected officers, employees, non-employee directors, independent contractors and consultants, to strengthen their commitment, motivate them to faithfully and diligently perform their responsibilities and to attract and retain competent and dedicated persons who are essential to the success of our business and whose efforts will impact our long-term growth and profitability. The material terms of the 2021 Plan are summarized below. This summary is not a complete description of all provisions of the 2021 Plan and is qualified in its entirety by reference to the 2021 Plan, which is filed as an exhibit to the registration statement of which this prospectus is a part.

Share reserve. The total number of shares that may be delivered under the 2021 Plan will be 7,091,158 shares of our common stock, which would represent approximately 8% of our total outstanding shares of common stock calculated on a fully-diluted basis after the date of this offering plus all remaining shares of common stock available for future issuance under the 2012 Plan plus the shares of common stock authorized by our board of directors for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan. The 2021 Plan provides that the number of shares reserved and available for issuance will automatically increase each July 1, beginning on July 1, 2022 and ending on (and including) July 1, 2031 by a number of shares of up to five percent of the number of shares issued and outstanding calculated on a fully-diluted basis on the immediately preceding June 30 (or a lesser number of shares determined by our board of directors). The number of shares available under the 2021 Plan will be equitably adjusted to reflect certain transactions, including, but not limited to, merger, consolidation, reorganization, recapitalization, separation, reclassification, share dividend, share split, reverse share split, split up or spin-off.

Administration. The 2021 Plan will be administered by the compensation committee of our board of directors. Subject to the provisions of the 2021 Plan, the administrator has the complete discretion to make all decisions relating to the 2021 Plan and outstanding awards, including but not limited to, selecting individuals for the granting of awards and determining the form and terms of the awards like vesting, exercisability, payment or other restrictions. Subject to certain limitations, the compensation committee may delegate some or all of its authority to one or more 2021 Plan administrators, including members of the compensation committee, our officers or selected advisors. All decisions made or action taken by our board of directors, compensation committee or any officer or employee to whom authority has been delegated under the 2021 Plan arising out of or in connection with the administration or interpretation of the 2021 Plan is final, conclusive and binding.

Eligibility. All employees, non-employee directors and selected third-party service providers of the company and its subsidiaries and affiliates are eligible to participate in our 2021 Plan, as selected by the administrator in its sole discretion.

Types of awards. The 2021 Plan provides for the grant of restricted shares, restricted share units, performance shares, performance share units, deferred share units, share options, share appreciation rights, cash-based awards and other forms of equity-based or equity-related awards, as determined by the administrator consistent with the purposes of the 2021 Plan.

Limits on awards. The 2021 Plan will limit the aggregate maximum number of shares that may be issued pursuant to the exercise of incentive stock options to 7,091,158 shares. In addition, the maximum aggregate grant date fair market value of shares that may be granted under the 2021 Plan in any fiscal year to any non-employee director, when added to any cash compensation paid to such non-employee director in respect of such year, will not exceed $750,000.

Options and SARs. The exercise price for options and share appreciation rights granted under the 2021 Plan may not be less than 100% of the closing trading price of a share of our common stock on the trading day prior to the date of grant, or 110% of the closing trading price of a share of our common stock on the trading day prior to the date of grant in the case of a grant of incentive stock option to an employee who owns or is deemed to own more than 10% of the combined voting power of all classes of stock of the company (or any parent or subsidiaries of the company). The term of options and share appreciation rights will not exceed ten years from the date of grant, except for an extension (if permitted under Section 409A of the Internal Revenue Code) of up to ten business days if the expiry is occurring at the time of a trading blackout period. The options may be exercised in whole or in part, and the optionees may pay the exercise price (1) in cash, (2) by delivery of shares of our common stock previously acquired by the optionee in an amount equal to the aggregate exercise price, (3) by a cashless exercise in accordance with procedures authorized by our compensation committee from time to time, (4) through net share settlement or a similar procedure involving withholding of shares subject to the option with a value equal to the aggregate exercise price, (5) by any combination of (1) through (4), or (6) any other method approved by our compensation committee in its sole discretion. The share appreciation rights may be exercised by participants by the delivery of a notice to exercise, following which the participant will be entitled to receive an amount equal to the product of (a) the excess of the closing trading price of a share of our common stock on the trading day prior to the date of exercise over the closing trading price of a share of our common stock on the trading day prior to the date of grant and (b) the number of shares with respect to which the share appreciation right is exercised.

Restricted shares and restricted share units. Restricted shares and restricted share units may be awarded under the 2021 Plan, each subject to conditions and restrictions determined by our compensation committee in its sole discretion and as set forth in the applicable award agreements. These conditions and restrictions may include the achievement of certain performance goals and/or continued employment with us through a specified vesting period.

Effect of a Change in Control. Unless provided otherwise in an agreement or by the compensation committee prior to the date of the change in control, the 2021 Plan will provide that in the event of a change in control:

- outstanding awards may be assumed by, or similar awards be substituted by, the successor in a transaction;
- if the participant’s employment with a successor terminates in connection with or within one year following the change in control for any reason other than an involuntary termination by a successor for “cause” (as defined in the 2021 Plan), all of the participant’s awards will become

vested in full or deemed earned at target (assuming the target performance goals applicable to the award were met) effective on the date of the participant's termination of employment; and

- if the successor does not assume the awards or issue replacement awards, the compensation committee will cancel all awards then held by participants in exchange for cash payment or other compensation as described in the 2021 Plan.

Treatment of Awards Upon a Participant's Termination of Employment. The compensation committee will determine, at or after the time of grant, the terms and conditions that apply to any award upon a participant's termination of employment with us and our affiliates. Subject to applicable laws, rules and regulations, in connection with a participant's termination, the compensation committee will have the discretion to accelerate the vesting, exercisability or settlement of, to eliminate the restrictions and conditions applicable to, or to extend the post-termination exercise period of an outstanding award.

Clawback. All awards will be subject to clawback or recoupment pursuant to applicable laws, rules, regulations or our clawback policy as in effect from time to time.

Amendments or termination. Our board of directors may, at any time, amend the 2021 Plan and any award made under the 2021 Plan for any reason or no reason, subject to applicable laws and the requirements of any stock exchange or governmental or regulatory body (including any requirement for shareholder approval); provided that no amendment may adversely affect in any material way any award previously granted under the 2021 Plan without the written consent of the participant, subject to certain conditions described in the 2021 Plan. Shareholder approval is required for any amendment that (1) increases the number of shares reserved for issuance, except in connection with a corporate transaction, (2) involves a reduction in the exercise price of an option or grant price of a share appreciation right, except in connection with a corporate transaction, (3) extends the term of an award beyond its original expiry date, except for an extension (if permitted under 409A of the Internal Revenue Code) of up to ten business days if the expiry is occurring at the time of a trading blackout period, (4) permits transfers to persons other than permitted transferees or for estate settlement purposes or (5) deletes or reduces the range of amendments requiring shareholder approval. Our board of directors may also, at any time, terminate the 2021 Plan and cancel any award made under the 2021 Plan. Unless sooner terminated, the 2021 Plan will terminate ten years from the effective date.

We expect that effective upon completion of this offering, certain awards under the 2021 Plan, as summarized under the "New Plan Benefits" table set forth below, will be made to our executive officers, including our NEOs, our non-employee directors and other company employees and service providers.

New Plan Benefits Table

Name and Position	Value of Restricted Stock Units ($)(1)	Number of Performance Stock Units (#)(2)
John Hall, Chief Executive Officer	0	1,100,000
Stephen Robertson, Chief Financial Officer	0	300,000
Thad Jampol, Co-Founder and Chief Product Officer	0	500,000
All executive officers as a group (including our NEOs)	0	2,625,000
All non-employee directors as a group	900,000	0
All non-executive officer non-director service providers as a group	300,000	1,325,000

(1) The restricted stock units with respect to all non-employee directors as a group will vest in three equal annual installments starting on the first anniversary of the grant date. The restricted stock units with respect to all non-executive officer non-director service providers will vest 100% on the first anniversary of the service provider's start date. The number of RSUs will be determined based on the initial public offering price for non-employee directors and the market price on the day of the closing of this offering for non-executive officer non-director service providers.

(2) The performance restricted stock units will vest based on achievement of annual recurring revenue targets through June 30, 2025.

Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan

Our board of directors adopted and our stockholders approved our 2012 Stock Option and Grant Plan (as amended and restated, the "2012 Plan") in December 21, 2012 and amended and restated as of May 27, 2021, effective as of the effective date of the registration statement of which this prospectus is a part. No further grants will be made under the 2012 Plan following this offering. However, options outstanding under the 2012 Plan will continue to be governed by their existing terms. This summary is not a complete description of all provisions of the 2012 Plan and is qualified in its entirety by reference to the 2012 Plan, which is filed as an exhibit to the registration statement of which this prospectus is a part.

Share reserve. Under the 2012 Plan, as amended, an aggregate total of 22,462,258 shares of our common stock were reserved for issuance, under the 2012 Plan, as adjusted. As of June 19, 2021, our employees, directors and consultants hold outstanding stock options granted under the 2012 Plan for the purchase of up to 14,434,450 shares of our common stock, with 8,585,112 of those options vested as of such date. No other types of awards have been granted under the plan.

Administration. The 2012 Plan is administered by our board of directors, or a committee of our board of directors comprised of not less than two directors. Subject to the provisions of the 2012 Plan, the administrator has the complete discretion to make all decisions relating to the 2012 Plan and outstanding awards, including but not limited to, selecting individuals for the granting of awards, determining the time or times of grant and the number of shares to be covered by each award, accelerating the exercisability or vesting of any or all portion of any award, imposing limitations on awards like transfer limitations and repurchase rights, extending the exercise period of option grants within the original expiration date, adopting or altering such rules and guidelines regarding the administration of the 2012 Plan and deciding disputes arising in connection with the 2012 Plan. All decisions and interpretations of the administrator will be binding. The administrator may also delegate in writing to our CEO all or part of the administrator's authority and duties with respect to granting of awards at fair market value, provided that the delegation includes a limitation as to the amount of awards that may be

granted during any period of delegation and contains guidelines as to the determination of the exercise price of any option, the conversion ratio or price of other awards and the vesting criteria.

Eligibility. Employees, non-employee directors and consultants of the company and its subsidiaries who are responsible for, or contribute to, the management, growth or profitability of the company and its subsidiaries are eligible to participate in our 2012 Plan, as selected by the administrator in its sole discretion.

Types of awards. Our 2012 Plan provides for the grant of incentive and nonstatutory stock options to purchase shares of our common stock and restricted and unrestricted shares of our common stock.

Options. The exercise price for options granted under the 2012 Plan may not be less than 100% of the fair market value of our common stock on the option grant date, or 110% of the fair market value of our common stock on the option grant date in the case of a grant of incentive stock option to an employee who owns or is deemed to own more than 10% of the combined voting power of all classes of stock of the company (or any parent or subsidiaries of the company). The options may be exercised in whole or in part, and the optionees may pay the exercise price (1) in cash, (2) through delivery of a promissory note if our board of directors has expressly authorized the loan of funds to the optionee for purposes of option exercise, or (3) with the consent of the administrator, through the delivery of (A) shares of our common stock that have been purchased by the optionee on open market or beneficially owned by the optionee for at least six months and are not subject to any restrictions at the time of exercise or (B) a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the company cash or a check payable and acceptable to the company to pay the purchase price.

Options vest as determined by the administrator at the time of the grant. In general, we grant options that vest as to 25% of the total number of shares subject to the option on the first anniversary of the vesting commencement date and in equal monthly installments thereafter for 36 months. Options expire at the time determined by the administrator, but in no event more than ten years after they are granted, and no more than five years after they are granted in the case of a grant of incentive stock option to an employee who owns or is deemed to own more than 10% of the combined voting power of all classes of stock of the company (or any parent or subsidiaries of the company). The options generally expire earlier if the participant’s service terminates earlier.

Restricted and unrestricted shares. Restricted shares may be awarded under the 2012 Plan, which purchase price may be payable in cash or other form of consideration acceptable to the administrator. In general, restricted shares will be subject to restrictions and conditions as the administrator may determine at the time of grant. Conditions may be based on continuous employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each award of restricted share will be determined by the administrator. In addition, the administrator may grant or sell unrestricted shares to any grantee for past services or other valid consideration, or in lieu of any cash compensation due to such individual.

Changes in capitalization. In the event that there is a specified type of change in our capital structure due to a reorganization, recapitalization, reclassification, stock dividend, stock split,

reverse stock split or other similar change, the administrator will make an equitable or proportionate adjustment in (1) the maximum number of shares reserved for issuance under the 2012 Plan, (2) the number of options that can be granted to any one individual grantee, (3) the number and kind of shares or other securities subject to any then outstanding awards under the 2012 Plan, (4) the repurchase price per share subject to each outstanding restricted stock award, and (5) the exercise price and/or exchange price for each share subject to any then outstanding option under the 2012 Plan, without changing the aggregate exercise price as to which such options remain exercisable. The adjustment by the administrator will be final, binding and conclusive, and no fractional shares of our common stock will be issued under the 2012 Plan resulting from any such adjustment, but the administrator in its discretion may make a cash payment in lieu of fractional shares.

Mergers and other sale events. In the event that there is, and subject to the consummation of, a "sale event," the 2012 Plan and all outstanding options under the 2012 Plan will terminate upon the effective time of such sale event unless the proposed transaction contemplates an assumption or continuation of the options by the successor entity, or a substitution of such options with new options of the successor entity (or its parent or subsidiary), with appropriate adjustments. Upon termination of the 2012 Plan and all outstanding options under the 2012 Plan, each grantee will be permitted, within a specified period of time prior to the consummation of the sale event as determined by the administrator, to exercise all outstanding options held by such grantee that are then exercisable or will become exercisable as of the effective time of the sale event. The treatments of restricted stock awards in connection with a sale event are specified in the relevant individual award agreement.

For this purpose, a "sale event" includes:

- our dissolution or liquidation;
- the sale of all or substantially all of our assets on a consolidated basis to an unrelated person or entity;
- a merger, reorganization or consolidation in which the outstanding shares of our common stock are converted into or exchanged for securities of the successor entity and the holders of our outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction;
- the sale of all or a majority of our outstanding capital stock to an unrelated person or entity; or
- any other transaction in which, the owners of our outstanding voting power prior to such transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of the transaction.

Amendments or termination. Our board of directors may, at any time, amend or discontinue the 2012 Plan and the administrator may, at any time, amend or cancel any outstanding award or provide substitute awards at the same or reduced exercise or purchase price or with no exercise or purchase price in a manner not inconsistent with the terms of the 2012 Plan, provided that no such action will adversely affect rights under any outstanding award without the holder's consent. If our board of directors amends the plan, it does not need stockholder approval of the amendment unless applicable law so requires.

Intapp, Inc. 2021 Employee Stock Purchase Plan

Our board of directors adopted on May 27, 2021 and our stockholders approved on June 20, 2021 our 2021 Employee Stock Purchase Plan (the "ESPP"), and the ESPP will become effective as of the effective date of the registration statement of which this prospectus is a part. The purpose of the ESPP is to provide eligible employees with a convenient means of acquiring an equity interest in the company through payroll deductions or other contributions. This summary is not a complete description of all provisions of the ESPP and is qualified in its entirety by reference to the ESPP, which is filed as an exhibit to the registration statement of which this prospectus is a part.

Share reserve. The ESPP will initially reserve and authorize the issuance of up to a total of 1,467,055 shares of our common stock to participating employees. The ESPP will provide that the number of shares reserved and available for issuance will automatically increase each July 1, beginning on July 1, 2022 and ending on (and including) July 1, 2031 by the lesser of 1% of the number of shares of our common stock issued and outstanding calculated on a fully-diluted basis on the immediately preceding June 30, or such lesser number of shares as determined by our compensation committee. The share reserve will be subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

Administration. Our compensation committee will administer the ESPP and will have the full authority to adopt, alter and repeal any rules, guidelines and practices for the administration of the ESPP, interpret and construe the terms and provisions of the ESPP, make all determinations it deems advisable for the administration of the ESPP, decide all disputes arising in connection with the ESPP and otherwise supervise the administration of the ESPP. All decisions and interpretations by our compensation committee will be final and binding on all persons.

Eligibility. All employees whose customary employment is for more than 20 hours per week and for more than five months in any fiscal year will be eligible to participate in the ESPP. However, employees who are employed for 20 hours or less a week or for five months or less in any fiscal year may be eligible to participate if required by applicable law. Any employee who owns 5% or more of the total combined voting power or value of all classes of stock will not be eligible to purchase shares under the ESPP.

Offerings and Participation. We will make one or more offerings, consisting of one or more purchase periods, each year to our employees to purchase shares under the ESPP. The first offering, or the Initial Offering, will begin on December 1, 2021 and, unless otherwise determined by the administrator of the ESPP, will end on November 30, 2023, and the next two offerings will commence on the first trading day on or following each of June 1, 2022 and December 1, 2022 and will end on November 30, 2023. Thereafter, unless otherwise determined by the administrator of the ESPP, offerings will commence on the first trading day on or following each December 1 and June 1 and will end on the last trading day on or before May 31 or November 30, respectively. The administrator may, in its discretion, designate a different period for any offering, provided that no offering will exceed 27 months in duration. Unless otherwise determined by the administrator of the ESPP, each offering will be divided into equal six-month purchase periods, except that the first purchase period in the Initial Offering will commence on December 1, 2021 and end on the last trading day on or before May 31, 2022. Each eligible employee as of the effective date of the registration statement for the Initial Offering will be deemed to be a participant in the ESPP at that time and must authorize payroll deductions or other contributions by submitting an enrollment form by the deadline specified by the administrator. Each eligible employee may elect to participate in any subsequent offering by

submitting an enrollment form at least 15 business days before the relevant offering date or by such other deadline as established by the administrator for the offering.

Contributions. Each employee who is a participant in the ESPP may purchase shares by authorizing contributions at a minimum of 1% up to a maximum of 10% of his or her compensation for each pay period. Unless the participating employee has previously withdrawn from the offering, his or her accumulated contributions will be used to purchase shares on the last business day of the purchase period at a price equal to 85% of the fair market value of the shares on the first business day of the offering period (which, for purposes of the Initial Offering, will be equal to our initial public offering price) or the last business day of the offering period, whichever is lower, provided that no more than a number of shares of our common stock determined by dividing $15,000 by the fair market value of the shares on the first business day of the offering period (or a lesser number as established by the plan administrator in advance of the purchase period) may be purchased by any one employee during each purchase period. Under applicable tax rules, an employee may purchase no more than $25,000 worth of shares of our common stock, valued at the start of the offering period, under the ESPP for each fiscal year in which a purchase right is outstanding. The accumulated contributions of any employee who is not a participant on the last day of a purchase period will be refunded. An employee's rights under the ESPP terminate upon voluntary withdrawal from the plan or when the employee ceases employment with us for any reason.

Change in Control. Immediately prior to the effective date of a "change in control," as defined in the ESPP, all outstanding purchase rights will automatically be exercised. The purchase price in effect for each participant will be equal to 85% of the market value per share on the start date of the offering period in which the participant is enrolled at the time the acquisition occurs or, if lower, 85% of the fair market value per share immediately prior to the acquisition.

Amendment and Termination. The ESPP may be terminated or amended by our board of directors at any time but will automatically terminate on the ten-year anniversary of the registration date. An amendment that increases the number of shares of our common stock that are authorized under the ESPP and certain other amendments will require the approval of our stockholders. The administrator may adopt subplans under the ESPP for employees of our non-U.S. subsidiaries who may participate in the ESPP and may permit such employees to participate in the ESPP on different terms, to the extent permitted by applicable law.

Director compensation

Director compensation table for fiscal year 2020

During the fiscal year 2020, except for Mr. Moran, none of our non-employee directors received any compensation for their services as a director. Our CEO also does not receive any additional compensation for his Board service. For his services on our board of directors, Mr. Moran receives an annual cash fee of $50,000, paid in equal quarterly installments, in arrears following the end of each quarter in which the services occurred. For fiscal year 2020, Mr. Moran received an aggregate total of $50,000 for his services on our board of directors. In addition, pursuant to a service agreement with Mr. Moran, effective as of December 31, 2020, he was granted 300,000 stock options, the terms of which are described in the section entitled "Service Agreement with Charles Moran" below.

Service agreement with Charles Moran

Pursuant to a director service agreement with Mr. Moran, effective as of December 31, 2020 (the "Moran Services Agreement"), where he was engaged as a special advisor to us for a 12-month term for financial advice and advice in connection with our initial public offering, he was granted an option to purchase up to 300,000 shares of our common stock, one-half of which will vest upon the effectiveness of this registration statement or a change of control of the company occurring prior to May 31, 2022, and one-half of which will vest on the first anniversary of that date. The aggregate fair value on the grant date of this stock option award to Mr. Moran is $1,839,154, determined in accordance with FASB ASC Topic 718. If this registration statement does not become effective or if there is not a change of control of the company prior to May 31, 2022, our CEO and Board will determine which portion (if any) of the options will vest.

The Moran Services Agreement also contains proprietary information and confidentiality obligations and a one-year post-service non-solicitation covenant.

Non-employee director compensation policy

Prior to this offering, we did not have a formal policy with respect to compensation payable to our non-employee directors for service as directors. From time to time, we have granted equity awards to certain non-employee directors for their service to us. We have also reimbursed our directors for out-of-pocket expenses associated with attending board meetings.

In March 2021, our board of directors approved a non-employee director compensation policy for directors beginning their term following the effective date of this offering. Pursuant to this policy, our non-employee directors will receive the following compensation, unless the non-employee director declines all or a portion of his or her compensation.

Cash compensation

Commencing after the completion of this offering, each non-employee director will be eligible to receive the following cash compensation (as applicable) for his or her service on our board of directors and its committees:

- $30,000 annual cash retainer for service as a board member and an additional annual cash retainer of $20,000 for service as non-executive chair of our board of directors;
- $10,000 annual cash retainer for service as a member of the audit committee and $20,000 annual cash retainer for service as chair of the audit committee (in lieu of the committee member service retainer);
- $6,000 annual cash retainer for service as a member of the compensation committee and $12,000 annual cash retainer for service as chair of the compensation committee (in lieu of the committee member service retainer); and
- $4,000 annual cash retainer for service as a member of the nominating and governance committee and $8,000 annual cash retainer for service as chair of the nominating and governance committee (in lieu of the committee member service retainer).

The annual cash compensation amounts are payable in equal quarterly installments, in arrears following the end of each quarter in which the service occurred.

Equity compensation

Each new non-employee director who joins our board of directors on or after the completion of this offering will be eligible to receive a one-time RSU award for common stock having a value of $300,000, or the Initial RSU. Each Initial RSU will vest over three years, with one-third of the Initial RSU vesting on each of the first, second and third anniversary of the date of grant, subject to the non-employee director's continued service through the applicable vesting dates.

On the date of each annual meeting of our stockholders, each person who is then a non-employee director will receive an RSU award for common stock having a value of $200,000, or the Annual RSU. Each Annual RSU will vest in full on the earlier of (1) the date of the following annual meeting of our stockholders or (2) the first anniversary of the date of grant, subject to the non-employee director's continued service to us through the applicable vesting date.

Each of the Initial RSU and Annual RSU awards granted under our non-employee director compensation policy described above will be granted under our 2021 Plan, the terms of which are described in more detail under "Executive Compensation—Intapp, Inc. 2021 Omnibus Incentive Plan."

Reimbursement of expenses

In addition to the compensation outlined above, we will reimburse each eligible non-employee director for reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in meetings of our board of directors and any committee of the board of directors.

Certain relationships and related party transactions

In addition to the director and executive officer compensation arrangements discussed above in the section titled “Executive Compensation,” this section describes transactions, or series of related transactions, since July 1, 2017 and each currently proposed transaction to which we were a party or will be a party, in which:

- the amount involved exceeded or will exceed $120,000; and
- any of our directors, executive officers or beneficial owners of more than 5% of any class of our capital stock (each, a “5% Holder”), or any members of the immediate family of and any entity affiliated with any such person, had or will have a direct or indirect material interest.

Stockholders’ agreements

We are party to an Amended and Restated Stockholder’s Agreement (the “Existing Stockholder’s Agreement”), dated as of April 27, 2017, which provides, among other things, that certain of our Existing Holders, including John Hall, our Chief Executive Officer, Great Hill, and Anderson, have agreed as to the manner in which they will vote their shares of our capital stock with respect to the election of our directors.

In connection with this offering, the Existing Stockholder’s Agreement will be terminated and we will enter into a new stockholders’ agreement with certain of the Existing Holders, including Anderson and Great Hill (the “Stockholders’ Agreement”), that will provide a framework for our ongoing relationship. The Stockholders’ Agreement will provide that so long as each of Anderson and Great Hill beneficially owns at least 10.0% of outstanding common stock, each shall have the right to nominate one director to our board of directors. Pursuant to the Stockholders’ Agreement, we have agreed to use our commercially reasonable efforts to cause the election of the slate of directors recommended by our board of directors, which, subject to the fiduciary duties of our directors, will included the persons nominated by Anderson and Great Hill in accordance with the Stockholders’ Agreement. At the current ownership levels, Anderson and Great Hill are each entitled to nominate one director for election to our board of directors. Mukul Chawla and Chris Gaffney currently serve on our board of directors and will serve as the initial designees of Anderson and Great Hill, respectively, immediately following the completion of this offering. The size of our board of directors is currently five, and immediately following the completion of this offering is expected to be nine directors. The Stockholders’ Agreement will terminate automatically (without any action by any party thereto) as it relates to each stockholder at such time as such stockholder ceases to beneficially own in excess of 10% of the issued and outstanding shares of common stock of the Company as of the time of the record date for the annual stockholders’ meeting.

Registration rights agreement

We have entered into a registration rights agreement, dated April 17, 2017, with certain of our Existing Holders (the “Existing Registration Rights Agreement”). In connection with this offering, the Existing Registration Rights Agreement will be amended and restated and we will enter into an amended and restated registration rights agreement with certain of our Existing Holders (the “Registration Rights Agreement”), including Anderson and Great Hill, the form of which has been filed as an exhibit to the registration statement of which this prospectus forms a part. The

Registration Rights Agreement will provide these holders (and their permitted transferees) with the right to require us, at our expense, to register their shares of our common stock under the Securities Act for sale into the public markets at any time following the expiration of the 180-day lock-up period described in “Underwriting.” The agreement will also provide that we will pay certain expenses of these electing holders relating to such registrations and indemnify them against certain liabilities that may arise under the Securities Act. The following description summarizes such rights and circumstances.

Demand Rights/Shelf Registration Rights

Subject to certain limitations, each of Anderson and Great Hill (each a “demand holder”) will have the right, by delivering written notice to us, to require us to register the number of our shares of common stock requested to be so registered in accordance with the Registration Rights Agreement. We will notify the other Existing Holders party to the Registration Rights Agreement promptly following receipt of notice of a demand registration from either Anderson or Great Hill. We will include in the registration all securities with respect to which we receive a written request for inclusion in the registration within ten days after we give our notice. Following the demand request, we are required to use our reasonable best efforts to expeditiously effect (but in any event no later than ninety days following the demand request) the registration of all securities with respect to which we receive a written request for inclusion in the registration. Each demand holder will be limited to an aggregate of three demand registrations.

We will not be required to effect any demand registration (i) prior to the expiration of the 180-day lockup period for this offering, (ii) if the aggregate sale price of securities proposed to be included in such demand registration is expected to be less than $50 million or (iii) if such demand request is made within one hundred twenty days after the effective date of a registration statement filed by us covering a firm commitment underwritten public offering in which the demand holders shall have been entitled to join pursuant to certain piggyback registration rights held by them.

In addition, if we are eligible to file a shelf registration statement on Form S-3, each of Anderson and Great Hill can request that we register their shares for resale on such shelf registration statement or prospectus supplement to a previously filed shelf registration statement.

Piggyback Registration Rights

Holders of registrable shares of common stock under the Registration Rights Agreement will be entitled to request to participate in, or “piggyback” on, registrations of certain securities for sale by us at any time following the 180-day lockup period of this offering. This piggyback right will apply to any registration following this offering other than registration statements on Form S-4 or S-8 (or any similar successor forms used for a purpose similar to the intended use of such forms) or a resale shelf registration statement on Form S-3.

Conditions and Limitations

The registration rights outlined above will be subject to conditions and limitations, including the right of the underwriters to limit the number of shares to be included in a registration statement and our right to delay, suspend or withdraw a registration statement under specified circumstances. For example, we may delay the filing or effectiveness of any registration

statement for an aggregate period of no more than ninety days in any calendar year if we determine, in good faith, that the filing or maintenance of a registration statement would, if not so deferred, (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving us; (ii) require premature disclosure of material information that we have a bona fide business purpose for preserving as confidential; or (iii) render us unable to comply with requirements under the Securities Act or Exchange Act. Additionally, in certain circumstances we may withdraw a registration statement upon request by the holder(s) of registrable securities.

Series A-1 convertible preferred stock purchase agreement

In October 2019, we issued and sold an aggregate of 923,077 shares of our Series A-1 convertible preferred stock at a purchase price of $13.00 per share for gross proceeds of $12,000,000. Anderson, which beneficially owns, and at the time of the initial closing owned, more than 5% of our outstanding capital stock, was the sole purchaser of our Series A-1 convertible preferred stock in the foregoing transaction. In connection with the tender offer following the initial closing of such sale, Anderson additionally purchased 348,981 shares of our Series A-1 convertible preferred stock at a purchase price of $13.00 per share for gross proceeds of $4,536,753. Mukul Chawla, who is the senior managing director of Anderson, is a member of our board of directors.

Subscription and purchase agreement

In July 2020, we entered into a Subscription and Purchase Agreement (the “Subscription Agreement”) with Anderson, Great Hill and John Hall, our chief executive officer and member of our board of directors, pursuant to which we issued and sold an aggregate of 2,432,545 shares of our common stock at a purchase price of $12.00 per share for gross proceeds of $29,190,540. Pursuant to the terms of the Subscription Agreement, Anderson purchased 1,178,806 shares of our common stock at a purchase price of $12.00 per share, $14,145,672 in the aggregate, Great Hill purchased 1,041,667 shares of our common stock at a purchase price of $12.00 per share, $12,500,004 in the aggregate, and John Hall purchased 212,072 shares of our common stock at a purchase price of $12.00 per share, $2,544,864 in the aggregate. Chris Gaffney, Managing Partner of Great Hill Partners, L.P., and Derek Schoettle, Growth Partner of Great Hill Partners, L.P., each serves as a member of our board of directors.

Stock repurchase agreement

In July 2020, we entered into a Stock Purchase Agreement with Stephen Robertson, our Chief Financial Officer, to repurchase 200,000 shares of our common stock at the purchase price of $12.00 per share and $2,400,000 in the aggregate.

Service agreement with Charles Moran

Pursuant to a director service agreement with Mr. Moran, effective as of December 31, 2020 (the “Moran Services Agreement”), where he was engaged as a special advisor to us for a 12-month term for financial advice and advice in connection with our initial public offering, he was granted an option to purchase up to 300,000 shares of our common stock, one-half of which will vest upon the effectiveness of this registration statement or a change of control of the company occurring prior to May 31, 2022, and one-half of which will vest on the first anniversary of that date. In February 2021, pursuant to the early exercise provisions in the option award agreement,

Mr. Moran exercised his option to purchase all 300,000 shares of our common stock for an aggregate price of approximately $4.4 million. Pursuant to the option award agreement, these restricted shares are subject to repurchase by the Company if the option vesting conditions are not met. The aggregate fair value on the grant date of this stock option award to Mr. Moran is $1,839,154, determined in accordance with FASB ASC Topic 718. If this registration statement does not become effective or if there is not a change of control of the company prior to May 31, 2022, our CEO and Board will determine which portion (if any) of the options will vest.

Consulting agreement with Ralph Baxter

In March 2016, Integration Appliance, Inc. entered into a consulting agreement with Mr. Baxter (as amended from time to time, the "Baxter Consulting Agreement"), who subsequently assigned all of his rights, title and interest and delegated all of his obligations, responsibilities and duties to Ralph Baxter, Inc. Mr. Baxter is the Principal of Ralph Baxter, Inc. Pursuant to the Baxter Consulting Agreement, Ralph Baxter, Inc. is engaged to advise us in connection with our market development plan and revenue growth plan. In connection therewith, Ralph Baxter, Inc. receives base fees of $240,000 per year and up to $260,000 in additional fees per year based upon the achievement of certain milestones. Additionally, Mr. Baxter was granted an option to purchase up to 252,000 shares of our common stock, all of which have fully vested. The aggregate fair value on the grant date of these stock option awards to Mr. Baxter is $639,832, determined in accordance with FASB ASC Topic 718. The Baxter Consulting Agreement was extended pursuant to the terms thereof to June 30, 2022.

Indications of Interest

Prior to the date hereof, certain of our existing investors and their affiliated entities, including one or more entities affiliated with Temasek and Great Hill have indicated an interest, severally and not jointly, in purchasing up to an aggregate of approximately $60 million of our shares in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the cornerstone investors may determine to purchase more, fewer or no shares in this offering or the underwriters may determine to sell more, fewer or no shares to any of the cornerstone investors. The underwriters will receive the same discount on any of our shares purchased by the cornerstone investors as they will on any other shares sold to the public in this offering.

Indemnification Agreements with Directors and Executive Officers

Prior to completion of this offering, we intend to enter into separate indemnification agreements with each of our directors and executive officers. Our amended and restated certificate of incorporation and amended and restated bylaws in effect immediately prior to the completion of this offering provide that we will indemnify our directors and officers to the fullest extent permitted by applicable law. See the section titled "Description of Capital Stock—Limitation on Liability and Indemnification Matters".

Policies and procedures for related person transactions

Prior to the completion of this offering, our board of directors will adopt a written statement of policy regarding transactions with related persons (the "Related Person Policy"). Our Related Person Policy requires that a "related person" (as defined in paragraph (a) of Item 404 of

Regulation S-K) must promptly disclose to our General Counsel any “related person transaction” (defined as any transaction that is anticipated to be reportable by us under Item 404(a) of Regulation S-K in which we were or are to be a participant and the amount involved exceeds $120,000 and in which any related person had or will have a direct or indirect material interest) and all material facts with respect thereto. The General Counsel will then promptly communicate that information to our board of directors. No related person transaction will be executed without the approval or ratification of our board of directors or a duly authorized committee of our board of directors. It is our policy that directors interested in a related person transaction will recuse themselves from any vote on a related person transaction in which they have an interest.

Principal stockholders

The following table sets forth information with respect to the beneficial ownership of our common stock immediately prior to and following the completion of this offering by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our common stock;
- each of our directors and director nominees;
- each of our NEOs; and
- all of our executive officers and directors as a group.

The number of shares of common stock outstanding before this offering and the corresponding percentage of beneficial ownership are based on the number of shares of common stock outstanding as of June 2, 2021 before this offering (after giving effect to the conversion of all shares of convertible preferred stock outstanding as of June 2, 2021 into 19,034,437 shares of common stock). The number of shares of common stock outstanding after this offering and the corresponding percentage of beneficial ownership are based on the number of shares of common stock issued and outstanding as of June 2, 2021 after giving effect to the offering (based on the midpoint of the price range set forth on the cover page of this prospectus).

The number of shares beneficially owned by each stockholder is determined under rules issued by the SEC and includes voting or investment power with respect to securities. Under these rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power. In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to equity awards or other rights held by such person that are currently exercisable or will become exercisable within 60 days after June 2, 2021 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person. The information provided in the table and related footnotes below do not give effect to any potential participation by the stockholders named therein, including any of our directors or executive officers, in the directed share program with respect to this offering.

To our knowledge, each of the stockholders listed has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable. Except as otherwise indicated, the address of each of the persons in this table is c/o Intapp, Inc., 3101 Park Blvd, Palo Alto, CA 94306.

	Securities Beneficially Owned Before this Offering		Shares Beneficially Owned After this Offering	
Name of Beneficial Owner	**Shares of Common Stock**	**Percentage**	**Shares of Common Stock**	**Percentage**
5% Stockholders				
Anderson[1]	20,213,243	41.77%	20,213,243	34.33%
Great Hill[2]	17,861,686	36.91%	17,861,686	30.33%
NEOs and Directors				
John Hall	7,207,215	14.25%	7,207,215	11.80%
Stephen Robertson	384,378	*	384,378	*
Thad Jampol	1,600,440	3.23%	1,600,440	2.67%
Ralph Baxter	317,000	*	317,000	*

Name of Beneficial Owner	Securities Beneficially Owned Before this Offering		Shares Beneficially Owned After this Offering	
	Shares of Common Stock	Percentage	Shares of Common Stock	Percentage
Mukul Chawla	—	—	—	—
Chris Gaffney	17,861,686	36.91%	17,861,686	30.33%
Nancy Harris	—	—	—	—
Charles Moran	300,000	*	300,000	*
George Neble	—	—	—	—
Derek Schoettle	—	—	—	—
Marie Wieck	—	—	—	—
All executive officers and directors as a group (10 persons)	29,240,787	55.00%	29,240,787	45.93%

* Represents beneficial ownership of less than 1%.

(1) Anderson is a direct wholly-owned subsidiary of Thomson Capital Pte. Ltd., or Thomson, which in turn is a direct wholly-owned subsidiary of Tembusu Capital Pte. Ltd., or Tembusu, which in turn is a direct wholly-owned subsidiary of Temasek Holdings (Private) Limited, or Temasek. In such capacities, each of Thomson, Tembusu, and Temasek may be deemed to have voting and dispositive power over the shares held by Anderson. The address for Anderson, Thomson, Tembusu and Temasek is 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891. The amounts in the table above do not take into account the shares of our common stock, if any, that Temasek or its affiliates may purchase in this offering as a cornerstone investor.

(2) Consists of (i) 17,797,761 shares of common stock held of record by Great Hill Equity Partners IV, LP ("GHEP IV") and (ii) 63,925 shares of common stock held of record by Great Hill Investors, LLC ("GHI LLC"). GHP IV, LLC ("GHP IV") is the general partner of Great Hill Partners GP IV, L.P. ("GP IV"), which is the general partner of GHEP IV. Voting and investment determinations with respect to the securities held of record by GHEP IV are made by the Managers of GHP IV, who are Chris S. Gaffney, John G. Hayes, Matthew T. Vettel, Mark D. Taber, and Michael A. Kumin. As such, each of the foregoing individuals and entities may be deemed to share beneficial ownership of the securities held of record by GHEP IV. Voting and investment determinations with respect to the securities held of record by GHI LLC are made by its Managers, who are Chris S. Gaffney, John G. Hayes, Matthew T. Vettel, Mark D. Taber, and Michael A. Kumin. As such, each of the foregoing individuals may be deemed to share beneficial ownership of the securities held of record by GHI LLC. Each individual named in this footnote disclaims any such beneficial ownership. The address of each of these individuals and entities is c/o Great Hill Partners, LP, 200 Clarendon Street, 29th Floor, Boston, MA 02116. The amounts in the table above do not take into account the shares of our common stock, if any, that Great Hill or its affiliates may purchase in this offering as a cornerstone investor.

(3) Consists of (i) 5,003,602 shares of common stock held of record by John Hall and (ii) 2,203,613 shares of common stock subject to equity awards held by Mr. Hall that are vested and exercisable within 60 days of June 2, 2021.

(4) Consists of (i) 200,000 shares of common stock held of record by Stephen Robertson and (ii) 184,378 shares of common stock subject to equity awards held by Mr. Robertson that are vested and exercisable within 60 days of June 2, 2021.

(5) Consists of (i) 384,344 shares of common stock held of record by Thad Jampol, (ii) 50,000 shares of common stock held of record by the Melita Jampol 2021 Grantor Retained Annuity Trust, of which Mr. Jampol is a trustee, (iii) 50,000 shares of common stock held of record by the Thaddeus Jampol 2021 Grantor Retained Annuity Trust, of which Mr. Jampol is a trustee and (iv) 1,116,096 shares of common stock subject to equity awards held by Mr. Jampol that are vested and exercisable within 60 days of June 2, 2021.

(6) Consists of (i) 40,000 shares of common stock held of record by Ralph Baxter and (ii) 277,000 shares of common stock subject to equity awards held by Mr. Baxter that are vested and exercisable within 60 days of June 2, 2021.

(7) Consists of (i) 17,797,761 shares of common stock held of record by GHEP IV and (ii) 63,925 shares of common stock held of record by GHI LLC. Mr. Gaffney is a Manager of (i) GHP IV, the general partner of GP IV, which is the general partner of GHEP IV and (ii) GHI, LLC, and thus may be deemed to have shared voting, investment and dispositive power with respect to the shares held by these entities. See Footnote 2 above.

(8) Consists of (i) 24,463,740 shares of common stock held of record and (ii) 4,777,047 shares of common stock subject to equity awards that are vested and exercisable within 60 days of June 2, 2021.

Description of capital stock

The following description of our capital stock gives effect to the completion of this offering and is qualified in its entirety by reference to our amended and restated certificate of incorporation, amended and restated bylaws and Stockholders' Agreement in effect immediately prior to the completion of this offering, the forms of which will be filed as exhibits to the registration statement of which this prospectus forms a part, and by appropriate law.

Immediately following the completion of this offering and the filing of our amended and restated certificate of incorporation, our authorized capital stock will consist of 700,000,000 shares of common stock, par value $0.001 per share, and 50,000,000 shares of preferred stock, par value $0.001 per share. We will have 58,777,163 shares of common stock outstanding. There will be no shares of preferred stock outstanding immediately following the completion of this offering. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

As of June 19, 2021, there were 14,434,450 shares of common stock subject to outstanding options under the 2012 Plan.

Common stock

Holders of our common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders and do not have cumulative voting rights. Generally, all matters to be voted on by stockholders, other than the election of directors and matters which, by statute, require a greater vote, must be approved by the affirmative vote of the holders of a majority in voting power of the shares of our stock, present in person or represented by proxy and entitled to vote on the subject matter. Directors shall be elected by a plurality of the votes cast. Except as otherwise provided by law or by our amended and restated certificate of incorporation, amendments to our amended and restated certificate of incorporation must be approved by the holders of a majority in voting power of the shares of our stock entitled to vote thereon. Our amended and restated certificate of incorporation provides that the amendment of the provisions relating to (i) the amendment of our amended and restated bylaws, (ii) the limitation of liability of directors, (iii) the directors, (iv) the limitation on action by written consent of stockholders, (v) the limitation on calling special meeting of stockholders, (vi) exclusive forum for bringing actions against the Company and (vii) corporate opportunities requires approval of the holders of at least two-thirds in voting power of the outstanding shares of our capital stock entitled to vote thereon. Holders of our common stock shall not be entitled to vote on any amendment to our amended and restated certificate of incorporation that relates solely to the terms of one or more outstanding series of preferred stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to our amended and restated certificate of incorporation or the DGCL. Subject to the rights of the holders of any outstanding series of preferred stock, the number of authorized shares of common stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of shares of our stock entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Holders of our common stock will be entitled to receive dividends if, as and when declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of our common stock will be entitled to receive pro rata our remaining assets available for distribution.

Holders of our common stock do not have preemptive, subscription, redemption or conversion rights. The common stock will not be subject to further calls or assessment by us. There will be no redemption or sinking fund provisions applicable to the common stock. All shares of our common stock that will be outstanding at the time of the completion of the offering will be fully paid and non-assessable.

Preferred stock

Our amended and restated certificate of incorporation authorizes our board of directors to establish one or more series of preferred stock, with each series having such terms as stated in the resolutions of the board of directors establishing such series.

Unless required by law or by any stock exchange, the authorized shares of preferred stock will be available for issuance without further action by you. Our board of directors may determine, with respect to any series of preferred stock, the terms and rights of that series, including:

- the designation of the series;
- the number of shares of the series, which our board of directors may, except where otherwise provided in the preferred stock designation, increase (but not above the total number of authorized shares of the class) or decrease, (but not below the number of shares then outstanding);
- the dividend rights, conversion rights, redemption privileges and liquidation preferences of the series;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

We may issue a series of preferred stock that could, depending on the terms of the series, impede or discourage a takeover attempt or other transaction that a stockholder might consider to be in its best interests, including a takeover attempt that might result in a premium over the market price for holders of shares of common stock.

Stockholders' agreements

For a description of the Stockholders' Agreement that we will enter into with Anderson and Great Hill prior to the consummation of this offering, see "Certain Relationships and Related Party Transactions—Stockholders' Agreements."

Registration rights

In addition to the registration rights set forth in the Registration Rights Agreement, pursuant to an existing subscription and purchase agreement, HLUS Holdings LLC, a holder of 250,000 shares of our common stock, will also be entitled to piggyback registration rights with respect to any future registration statement that we file to register shares of our common stock under the Securities Act for sale to the public, subject to marketing and other limitations. Upon the effectiveness of such a registration statement, all shares covered by the registration statement will be freely transferable.

Anti-takeover effects of Delaware law and our organizational documents

Our amended and restated certificate of incorporation and our amended and restated bylaws include provisions that could deter hostile takeovers or delay or prevent changes in control of our Board of Directors or management team, including the following:

Issuance of undesignated preferred stock. As discussed above under "—Preferred Stock," our Board of Directors will have the ability to designate and issue preferred stock with voting or other rights or preferences that could deter hostile takeovers or delay changes in our control or management.

Classified Board. Our amended and restated certificate of incorporation provides for a classified board of directors consisting of three classes of directors. Directors of each class are chosen for three-year terms upon the expiration of their current terms and each year one class of our directors will be elected by our stockholders, subject to the designation rights set forth in the Stockholders' Agreement. The terms of the first, second and third classes will expire at the first, second and third annual meetings following the offering, respectively. We believe that classification of our board of directors will help to assure the continuity and stability of our business strategies and policies as determined by our board of directors. Additionally, there is no cumulative voting in the election of directors. This classified board provision could have the effect of making the replacement of incumbent directors more time consuming and difficult. At least two annual meetings of stockholders, instead of one, will generally be required to effect a change in a majority of our board of directors. Thus, the classified board provision could increase the likelihood that incumbent directors will retain their positions. The staggered terms of directors may delay, defer or prevent a tender offer or an attempt to change control of us, even though a stockholder might consider a tender offer or change in control to be in its best interests. Additionally, for so long as each of Anderson and Great Hill beneficially owns at least 10.0% of outstanding common stock, pursuant to the Stockholders' Agreement, each shall have the right to nominate one director to our board of directors. For a description of the Stockholders' Agreement, see "Certain Relationships and Related Party Transactions—Stockholders' Agreements."

In addition, our amended and restated certificate of incorporation and amended and restated bylaws provide that, subject to the terms of any series of preferred stock, directors may be removed only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of the outstanding shares of capital stock of the Company entitled to vote at an election of directors. Our amended and restated certificate of incorporation and bylaws also provide that subject to the terms of any series of preferred stock, any vacancy or newly created directorship in our board of directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders.

Ability of our Stockholders to Act. Our amended and restated certificate of incorporation and bylaws do not permit our stockholders to call special stockholders meetings; special stockholders meetings may only be called by the board of directors, the chairperson of the board of directors or the Chief Executive Officer of the Company. Written notice of any special meeting so called shall be given to each stockholder of record entitled to vote at such meeting not less than 10 or more than 60 days before the date of such meeting, unless otherwise required by law. No action shall be taken by the stockholders of the Company except at an annual or special meeting of stockholders called in accordance with our amended and restated certificate of incorporation and our amended and restated bylaws, and no action shall be taken by the stockholders by written consent; provided, however, that any action required or permitted to be taken by the holders of

preferred stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation relating to such series of preferred stock.

Our amended and restated bylaws provide that nominations of persons for election to our board of directors may be made at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors, (a) by or at the direction of our board of directors (or any duly authorized committee thereof) or (b) by any of our stockholders who are stockholders as of the applicable record date and comply with the notice provisions as set forth in our amended and restated bylaws. The advance notice requirements of our amended and restated bylaws do not apply to any stockholder who is entitled to nominate a director pursuant to the Stockholders' Agreement for so long as they remain entitled to nominate a director thereunder. In addition to any other applicable requirements, for a nomination to be properly brought by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Company. To be timely, a stockholder's notice must be delivered to or mailed and received at our principal executive offices (a) in the case of an annual meeting of stockholders, not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 70 days after such anniversary date, notice by a stockholder must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the tenth day following the day on which public announcement of the date of the annual meeting was first made by the Company; and (b) in the case of a special meeting of our stockholders called for the purpose of electing directors, not later than the close of business on the tenth day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever occurs first. The advance notice requirements of our amended and restated bylaws do not apply to any stockholder who is entitled to nominate a director pursuant to the Stockholders' Agreement for so long as they remain entitled to nominate a director thereunder.

Our amended and restated bylaws provide that no business may be transacted at any annual meeting of our stockholders except for business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of our board of directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of our board of directors (or any duly authorized committee thereof) or (c) otherwise properly brought before the annual meeting by any of our stockholders (i) who is a stockholder of record on the date of the giving of the notice and on the record date for the determination of stockholders entitled to notice of and to vote at such annual meeting or special meeting and (ii) who complies with the notice procedures set forth in our amended and restated bylaws.

Certain Anti-takeover Provisions of Delaware Law. The Company will initially not be governed by Section 203 of the DGCL; provided, however, that the restrictions contained within Section 203 of the DGCL will apply to the Company immediately following the time at which both of the following conditions exist: (i) Section 203 of the DGCL by its terms would, but for the provisions of our amended and restated certificate of incorporation, apply to the Company; and (ii) neither Great Hill nor Anderson owns (as defined in Section 203 of the DGCL) shares of capital stock of the Company representing at least fifteen percent (15%) of the voting power of all the then

outstanding shares of capital stock of the Company. Section 203 of the DGCL prevents certain Delaware corporations, under certain circumstances, from engaging in a "business combination" with:

- a stockholder who owns 15% or more of our outstanding voting stock (otherwise known as an "interested stockholder");
- an affiliate of an interested stockholder; or
- an associate of an interested stockholder for a period of three years following the time the interested stockholder became an interested stockholder.

A "business combination" includes a merger or sale of more than 10% of our assets. However, the above provisions of Section 203 of the DGCL do not apply if:

- our board of directors approves the transaction that made the stockholder an "interested stockholder" prior to the date of the transaction;
- after the completion of the transaction that resulted in the stockholder becoming an interested stockholder, that stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, other than statutorily excluded shares of common stock; or
- on or subsequent to the time of the transaction, the business combination is approved by our board of directors and authorized at a meeting of our stockholders, and not by written consent, by an affirmative vote of at least two-thirds of the outstanding voting stock not owned by the interested stockholder.

Choice of Forums

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, or other employees or our stockholders to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provisions of the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws (including the interpretation, validity or enforceability thereof) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware. Our amended and restated certificate of incorporation also provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

Our amended and restated certificate of incorporation and bylaws further provide that any person or entity purchasing, otherwise acquiring or holding any interest in shares of our capital stock will be deemed to have notice of and consented to the forum selection clause. It is possible

that a court of law could rule that the choice of forum provisions contained in our amended and restated certificate of incorporation and bylaws are inapplicable or unenforceable if they are challenged in a proceeding or otherwise. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation and bylaws has been challenged in legal proceedings.

Limitations on Liability and Indemnification of Directors and Officers

Our amended and restated certificate of incorporation provides that our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation is not permitted under the DGCL, as may be amended.

Our amended and restated bylaws provide that we must indemnify our directors and officers to the fullest extent permitted by law. We are also expressly required to advance certain expenses (including attorneys' fees) to our current or former directors and officers upon receipt of an undertaking by or on behalf of such director or officer to repay such amounts if it shall be ultimately determined that such person is not entitled to indemnification. We will also carry directors' and officers' insurance providing indemnification for our directors and officers for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

Prior to completion of this offering, we intend to enter into separate indemnification agreements with each of our directors and executive officers. Each indemnification agreement will provide, among other things, for indemnification to the fullest extent permitted by law against any and all expenses and liabilities, including judgments, fines, penalties and amounts paid in settlement of any claim with our approval and counsel fees and disbursements and any liabilities incurred as a result of acting on our behalf (as a fiduciary or otherwise) in connection with an employee benefit plan. The indemnification agreements will provide for the advancement or payment of all expenses to the indemnitee and for reimbursement to us if it is found that such indemnitee is not entitled to such indemnification. These provisions and agreements may have the practical effect in some cases of eliminating our stockholders' ability to collect monetary damages from our directors and executive officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Corporate Opportunity

Under our amended and restated certificate of incorporation, to the extent permitted by law:

- neither Great Hill, Anderson nor any of their respective officers, directors, partners, members, shareholders or employees have any fiduciary duty to refrain from engaging in or possessing any interest in other investments, business ventures or persons of any nature or description, independently or with others, similar or dissimilar to, or that compete with, the investments or business of the Company and its subsidiaries, and may provide advice and other assistance to any such investment, business venture or person;

- neither Great Hill, Anderson nor any of their respective officers, directors, partners, members, shareholders or employees are obligated to present any particular investment or business opportunity to the Company or its subsidiaries even if such opportunity is of a character that, if presented to the Company or its subsidiaries, could be pursued by the Company or its subsidiaries, and Great Hill, Anderson and their respective officers, directors, partners, members, shareholders or employees have the right to pursue for their own account or to recommend to any other person any such business or investment opportunity; except if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Company; and
- the Company and its subsidiaries have waived and renounced any right, interest or expectancy to participate in, or being offered an opportunity to participate in, business opportunities that are from time to time presented to Great Hill, Anderson or their respective officers, directors, partners, members, shareholders or employees or business opportunities of which Great Hill, Anderson or their respective officers, directors, partners, members, shareholders or employees gain knowledge, even if the opportunity is competitive with the business of the Company, other than any corporate opportunity presented to any director of the Company if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Company.

Our amended and restated certificate of incorporation further provides that any person or entity purchasing or otherwise acquiring or holding any interest in shares of our capital stock will be deemed to have notice of and consented to the corporate opportunity clause.

Transfer agent

The registrar and transfer agent for our common stock will be Computershare Trust Company, N.A. The transfer agent’s address is 250 Royall Street, Canton, Massachusetts 02021.

Listing

We have applied to list shares of our common stock on Nasdaq Global Market under the symbol “INTA.”

Shares eligible for future sale

Prior to this offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that sales of shares or availability of any shares for sale will have on the market price of our common stock prevailing from time to time. Sales of substantial amounts of common stock (including shares issued on the exercise of options, warrants or convertible securities, if any) or the perception that such sales could occur, could adversely affect the market price of our common stock and our ability to raise additional capital through a future sale of securities.

Upon the completion of this offering, we will have 58,777,163 shares of common stock issued and outstanding (or 60,352,163 shares if the underwriters exercise their option to purchase additional shares of common stock in full) based on the number of shares of our common stock outstanding as of March 31, 2021 and assuming the conversion of all outstanding shares of our convertible preferred stock into an aggregate of 19,034,437 shares of our common stock immediately prior to the closing of this offering. All of the shares of our common stock sold in this offering will be freely tradable without restriction or further registration under the Securities Act unless such shares are purchased by "affiliates" as that term is defined in Rule 144. Upon the completion of this offering, approximately 34.3% of our outstanding common stock (or approximately 33.4% if the underwriters exercise the option to purchase additional shares of common stock in full) will be held by Anderson and approximately 30.3% of our outstanding common stock (or approximately 29.5% if the underwriters exercise the option to purchase additional shares of common stock in full) will be held by Great Hill. The foregoing percentages do not take into account the shares of our common stock, if any, entities affiliated with each of Temasek and Great Hill may purchase in this offering as cornerstone investors. These shares and all remaining shares that will be outstanding upon completion of this offering (other than the shares of common stock sold in this offering) will be "restricted securities" as that phrase is defined in Rule 144. Subject to certain contractual restrictions, including the lock-up agreements described below, holders of restricted shares will be entitled to sell those shares in the public market if they qualify for an exemption from registration under Rule 144 or any other applicable exemption under the Securities Act. Subject to the lock-up agreements described below and the provisions of Rules 144 and 701, additional shares will be available for sale as set forth below.

Lock-up agreements

See "Underwriting" for a description of the lock-up agreements applicable to our shares.

Rule 144

In general, under Rule 144, a person (or persons whose shares are aggregated) who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months (including any period of consecutive ownership of preceding non-affiliated holders) would be entitled to sell those shares, subject only to the availability of current public information about us. A non-affiliated person who has beneficially owned restricted securities within the meaning of Rule 144 for at least one year would be entitled to sell those shares without regard to the provisions of Rule 144.

A person (or persons whose shares are aggregated) who is deemed to be an affiliate of ours and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six

months would be entitled to sell within any three-month period a number of shares that does not exceed the greater of one percent of the then outstanding shares of our common stock or the average weekly trading volume of our common stock reported during the four calendar weeks preceding such sale. Such sales are also subject to certain manner of sale provisions, notice requirements and the availability of current public information about us.

Rule 701

In general, under Rule 701 of the Securities Act, most of our employees, consultants or advisors who purchased shares from us in connection with a qualified compensatory stock plan or other written agreement are eligible to resell those shares 90 days after the date of this prospectus in reliance on Rule 144, but without compliance with the holding period or certain other restrictions contained in Rule 144.

Registration statements on form S-8

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of our common stock subject to outstanding stock options and the shares of stock subject to issuance under our 2021 Omnibus Incentive Plan, our 2021 Employee Stock Purchase Plan and our Amended and Restated 2012 Stock Option and Grant Plan. Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly, shares registered under such registration statements will be available for sale in the open market. We expect that the initial registration statement on Form S-8 will cover 22,992,663 shares.

Registration rights

Pursuant to the Registration Rights Agreement, certain of the Existing Holders, will have the right, in certain circumstances, to require us to register their shares of our common stock under the Securities Act for sale into the public markets at any time following the expiration of the 180-day lock-up period described in “Underwriting.” Such Existing Holders will also be entitled to piggyback registration rights with respect to any future registration statement that we file to register our securities for sale to the public, subject to marketing and other limitations. Upon the effectiveness of such a registration statement, all shares covered by the registration statement will be freely transferable. For a description of the Registration Rights Agreement, see “Certain Relationships and Related Party Transactions—Registration Rights Agreement.”

Material United States federal income tax considerations to non-U.S. holders

The following is a discussion of the material U.S. federal income tax considerations of the acquisition, ownership and disposition of our common stock generally applicable to non-U.S. Holders (as defined below). This discussion is based on the Internal Revenue Code of 1986, as amended, or the Code, and administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations as of the date hereof, all which are subject to change, possibly on a retroactive basis, and changes to any of which subsequent to the date of this prospectus may affect the tax consequences described herein. This discussion applies only to holders who hold our common stock as a capital asset for U.S. federal income tax purposes (generally, property held for investment) and who purchased our common stock in this offering.

This discussion is a summary only. It does not address all aspects of U.S. federal income taxation that may be relevant to holders in light of their particular circumstances, does not discuss the potential application of the Medicare surtax on net investment income and the alternative minimum tax and does not deal with state or local taxes, U.S. federal gift and estate tax laws or any non-U.S. tax consequences. In addition, this discussion does not address all tax considerations that may be applicable to a holder's particular circumstances or to holders that may be subject to special tax rules, including, without limitation:

- financial institutions or financial services entities;
- broker-dealers;
- governments or agencies or instrumentalities thereof;
- ''controlled foreign corporations,''
- ''passive foreign investment companies,''
- corporations that accumulate earnings to avoid U.S. federal income tax,
- certain former citizens or former long-term residents of the United States;
- persons that actually or constructively own five percent or more of our voting stock;
- dealers or traders subject to a mark-to-market method of accounting with respect to our common stock;
- persons holding our common stock as part of a "straddle," hedge, integrated or conversion transactions, a constructive sale or a straddle;
- partnerships or other pass-through entities or arrangements for U.S. federal income tax purposes and any beneficial owners of such entities or arrangements; and
- tax-exempt entities.

If a partnership (including an entity or arrangement treated as a partnership or other pass-through entity for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner, member or other beneficial owner in such partnership or other pass-through entity will generally depend upon the status of the partner, member or other beneficial owner, the activities of the partnership or other pass-through entity and certain determinations made at the

partner, member or other beneficial owner level. If you are a partner, member or other beneficial owner of a partnership or other pass-through entity holding our common stock, you are urged to consult your tax advisor regarding the tax consequences of the acquisition, ownership and disposition of our common stock.

For purposes of this summary, a “non-U.S. Holder” is a beneficial holder of our common stock that is neither a U.S. Holder nor a partnership or other pass-through entity or arrangement for U.S. federal income tax purposes. A “U.S. Holder” is a beneficial owner of our common stock that is, for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created in, or organized under the law of, the United States or any state or political subdivision thereof;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more United States persons (within the meaning of the Code) who have the authority to control all substantial decisions of the trust or (B) that has in effect a valid election under applicable Treasury regulations to be treated as a U.S. person.

We have not sought, and will not seek, a ruling from the IRS as to any U.S. federal income tax consequence described herein. The IRS may disagree with the discussion herein, and its determination may be upheld by a court. Moreover, there can be no assurance that future legislation, regulations, administrative rulings or court decisions will not adversely affect the accuracy of the statements in this discussion. You are urged to consult your tax advisor with respect to the application of U.S. federal tax laws to your particular situation, as well as any tax consequences arising under the laws of any state, local or foreign jurisdiction.

THIS DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. WE URGE PROSPECTIVE HOLDERS TO CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING AND DISPOSING OF OUR COMMON STOCK, AS WELL AS THE APPLICATION OF ANY, STATE, LOCAL AND NON-U.S. INCOME, ESTATE AND OTHER TAX CONSIDERATIONS.

Taxation of distributions

In general, any distributions we make to a non-U.S. Holder of our common stock, to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles), will constitute dividends for U.S. federal income tax purposes. Provided such dividends are not effectively connected with the non-U.S. Holder’s conduct of a trade or business within the United States, we will be required to withhold tax from the gross amount of the dividend at a rate of 30%, unless such non-U.S. Holder is eligible for a reduced rate of withholding tax under an applicable income tax treaty and provides proper certification of its eligibility for such reduced rate (usually on an IRS Form W-8BEN or W-8BEN-E, as applicable). Any distribution not constituting a dividend will be treated first as reducing (but not below zero) the non-U.S. Holder’s adjusted tax basis in our common stock and, to the extent such distribution

exceeds the non-U.S. Holder's adjusted tax basis, as gain realized from the sale or other disposition of our common stock, which will be treated as described under "—Non-U.S. Holders —Gain on Sale, Exchange or Other Taxable Disposition of Our Common Stock" below. In addition, if we determine that we are classified as a "United States real property holding corporation" (see "—Non-U.S. Holders—Gain on Sale, Exchange or Other Taxable Disposition of Our Common Stock" below), we will withhold 15% of any distribution that exceeds our current and accumulated earnings and profits.

Dividends we pay to a non-U.S. Holder that are effectively connected with such non-U.S. Holder's conduct of a trade or business within the United States (or if a tax treaty applies are attributable to a U.S. permanent establishment or fixed base maintained by the non-U.S. Holder) will generally not be subject to U.S. withholding tax, provided such non-U.S. Holder complies with certain certification and disclosure requirements (usually by providing an IRS Form W-8ECI). Instead, such dividends will generally be subject to U.S. federal income tax, net of certain deductions, at the same graduated individual or corporate rates applicable to U.S. Holders. If the non-U.S. Holder is a corporation, dividends that are effectively connected income may also be subject to a "branch profits tax" at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty).

Gain on sale, exchange or other taxable disposition of our common stock

A non-U.S. Holder will generally not be subject to U.S. federal income or withholding tax in respect of gain recognized on a sale, exchange or other taxable disposition of our common stock unless:

- the gain is effectively connected with the conduct of a trade or business by the non-U.S. Holder within the United States (and, if an applicable tax treaty so requires, is attributable to a U.S. permanent establishment or fixed base maintained by the non-U.S. Holder);
- the non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or
- we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of disposition or the period that the non-U.S. Holder held our common stock, and, if our common stock is regularly traded on an established securities market, the non-U.S. Holder has owned, directly or constructively, more than 5% of our common stock at any time within the shorter of the five-year period preceding the disposition or such non-U.S. Holder's holding period for our common stock. There can be no assurance that our common stock will be treated as regularly traded on an established securities market for this purpose.

Gain described in the first bullet point above will be subject to tax at generally applicable U.S. federal income tax rates. Any gains described in the first bullet point above of a non-U.S. Holder that is a foreign corporation may also be subject to an additional "branch profits tax" at a 30% rate (or lower applicable treaty rate). Gain described in the second bullet point above will generally be subject to a flat 30% U.S. federal income tax. Non-U.S. Holders are urged to consult their tax advisors regarding possible eligibility for benefits under income tax treaties.

If the third bullet point above applies to a non-U.S. Holder, gain recognized by such holder on the sale, exchange or other taxable disposition of our common stock will be subject to tax at generally applicable U.S. federal income tax rates. In addition, a buyer of our common stock from

such holder may be required to withhold U.S. federal income tax at a rate of 15% of the amount realized upon such disposition. We believe that we are not currently, and we do not anticipate becoming, a “United States real property holding corporation.” If we are or have been a “United States real property holding corporation,” non-U.S. Holders are urged to consult their tax advisors regarding the application of these rules.

Information reporting and backup withholding

Generally, distributions to a Non-U.S. Holder in respect of our common stock and the amount of any tax withheld from such payments must be reported annually to the IRS and to the Non-U.S. Holder. Copies of these information returns may be made available by the IRS to the tax authorities of the country in which the Non-U.S. Holder is a resident under the provisions of an applicable income tax treaty. Under certain circumstances, backup withholding of U.S. federal income tax may apply to distributions in respect of our common stock to a Non-U.S. Holder if the Non-U.S. Holder fails to certify under penalties of perjury that it is not a United States person.

Payments of the proceeds of the sale or other disposition of our common stock to or through a foreign office of a U.S. broker or of a foreign broker with certain specified U.S. connections will be subject to information reporting requirements, though generally not backup withholding, unless (i) the broker has evidence in its records that the payee is not a United States person, and the broker has no actual knowledge or reason to know to the contrary or (ii) the payee otherwise establishes an exemption. Payments of the proceeds of a sale or other disposition of our common stock to or through the U.S. office of a broker will be subject to information reporting and backup withholding unless the payee certifies under penalties of perjury that it is not a United States person (and the payor has no actual knowledge or reason to know to the contrary) or otherwise establishes an exemption.

Any amount withheld under the backup withholding rules will generally be allowed as a refund or credit against a Non-U.S. Holder’s U.S. federal income tax liability (if any); provided that the required information is timely furnished to the IRS. Non-U.S. Holders should consult their tax advisors about the filing of a U.S. federal income tax return in order to obtain a refund.

Foreign Account Tax Compliance act

Sections 1471 through 1474 of the Code and the Treasury Regulations and administrative guidance promulgated thereunder (commonly referred as the “Foreign Account Tax Compliance Act” or “FATCA”) generally impose withholding at a rate of 30% in certain circumstances on dividends in respect of our common stock that is held by or through certain foreign financial institutions (including investment funds), unless any such institution (1) enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments, or (2) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Accordingly, the entity through which our common stock is held will affect the determination of whether such withholding is required. Similarly, dividends in respect of our common stock held by an investor that is a non-financial non-U.S. entity that does not qualify under certain exceptions will generally be subject to withholding at a rate of 30%, unless

such entity either (1) certifies to us or the applicable withholding agent that such entity does not have any “substantial United States owners” or (2) provides certain information regarding the entity’s “substantial United States owners,” which will in turn be provided to the U.S. Department of Treasury. Prospective investors should consult their tax advisors regarding the possible implications of FATCA on their investment in our common stock.

Underwriting

We are offering the shares of common stock described in this prospectus through a number of underwriters. J.P. Morgan Securities LLC, BofA Securities, Inc., and Credit Suisse Securities (USA) LLC are acting as joint book-running managers of the offering and as representatives of the underwriters. We have entered into an underwriting agreement with the underwriters. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of shares of common stock listed next to its name in the following table:

Name	Number of shares
J.P. Morgan Securities LLC	
BofA Securities, Inc.	
Credit Suisse Securities (USA) LLC	
Piper Sandler & Co.	
Raymond James & Associates, Inc.	
Oppenheimer & Co. Inc.	
Stifel, Nicolaus & Company, Incorporated	
Truist Securities, Inc.	
Total	10,500,000

The underwriters are committed to purchase all the shares of common stock offered by us if they purchase any shares. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

The underwriters propose to offer the shares of common stock directly to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of $ per share. Any such dealers may resell shares to certain other brokers or dealers at a discount of up to $ per share from the initial public offering price. After the initial offering of the shares to the public, if all of the shares of common stock are not sold at the initial public offering price, the underwriters may change the offering price and the other selling terms. Sales of any shares made outside of the United States may be made by affiliates of the underwriters.

The underwriters have an option to buy up to 1,575,000 additional shares of common stock from us to cover sales of shares by the underwriters which exceed the number of shares specified in the table above. The underwriters have 30 days from the date of this prospectus to exercise this option to purchase additional shares. If any shares are purchased with this option to purchase additional shares, the underwriters will purchase shares in approximately the same proportion as shown in the table above. If any additional shares of common stock are purchased, the underwriters will offer the additional shares on the same terms as those on which the shares are being offered.

The underwriting fee is equal to the public offering price per share of common stock less the amount paid by the underwriters to us per share of common stock. The underwriting fee is $ per share. The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Without option to purchase additional shares exercise	With full option to purchase additional shares exercise
Per Share	$	$
Total	$	$

We estimate that the total expenses of this offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be approximately $8.9 million. We have agreed to reimburse the underwriters for certain of their expenses relating to clearance of this offering with the Financial Industry Regulatory Authority in an amount up to $35,000.

A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

We and all of our directors and executive officers, as well as the holders of substantially all of our outstanding equity securities, have agreed or will agree that, without the prior written consent of J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the underwriters and subject to certain exceptions, we and they will not, and will not publicly disclose an intention to, during the period ending 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock (including, without limitation, common stock or such other securities which may be deemed to be beneficially owned by such directors, executive officers and stockholders in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant) (collectively, the “Lock-Up Securities”);
- file any registration statement with the SEC relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock;
- enter into any hedging, swap or other agreement or transaction that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described above is to be settled by delivery of Lock-Up Securities, in cash, or otherwise; or
- publicly disclose the intention to do any of the foregoing.

In addition, we and each such person agrees that, without the prior written consent of J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the underwriters and subject to certain exceptions, we or such other person will not, during the lock-up period, make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities.

First Earnings-Related Release for Employees

The terms of the lock-up agreements release 20% of the shares of common stock (including shares issuable upon exercise of or underlying vested or unvested equity grants) held as of immediately following the closing of this offering by current and former employees (but excluding current executive officers and directors) subject to the lock-up agreements at the commencement of trading on the second trading day after which we announce earnings for our fourth quarter of 2021 (the "First Earnings-Related Release"). The First Earnings-Related Release will not occur unless we have announced, either through a major news service or on a Form 8-K, the date of the earnings announcement that shall give rise to the First Earnings-Related Release, and the anticipated date of the First Earnings-Related Release, at least five trading days in advance of the date of such earnings announcement. This First Earnings-Related Release will not apply to shares owned by any limited liability company, partnership, corporation, trust or other entity (including, without limitation, any investment fund), unless all of the equity interests and other economic interests in such entity are owned exclusively by the lock-up signatory and immediate family members of such lock-up signatory.

Second Earnings-Related Release

The terms of the lock-up agreements release (i) 30% of the shares held as of immediately following the closing of this offering by employees, including current executive officers and directors (and including shares issuable upon the exercise of or underlying vested or unvested equity grants) subject to the lock-up agreements at the commencement of trading on the second trading day after we announce earnings for our first quarter of 2022; and (ii) 20% of the shares held as of immediately following the closing of this offering by sponsors (and including shares issuable upon the exercise of or underlying vested or unvested equity grants) subject to the lock-up agreements at the commencement of trading on the second trading day after we announce earnings for our first quarter of 2022 (the "Second Earnings-Related Release Date") so long as the last reported closing price of our common stock on the Nasdaq Global Market is at least 25% greater than the initial public offering price per share set forth on the cover page of this prospectus for 10 of any 15 consecutive trading days preceding the Second Earnings-Related Release Date (clauses (i) and (ii), the "Second Earnings-Related Release"). The Second Earnings-Related Release will not occur unless we have announced, either through a major news service or on a Form 8-K, the date of the earnings announcement that shall give rise to the Second Earnings-Related Release, and the anticipated date of the Second Earnings-Related Release, at least five trading days in advance of the date of such earnings announcement. If the lock-up signatory is a director, employee or former employee, the release of shares from the restrictions contained in the lock-up agreements pursuant to the Second Earnings-Related Release shall not include shares owned by any limited liability company, partnership, corporation, trust or other entity (including, without limitation, any investment fund), unless all of the equity interests and other economic interests in such entity are owned exclusively by the lock-up signatory and immediate family members of such lock-up signatory.

Final Lock-Up Expiration

Beginning 181 days after the date of this prospectus, the remainder of the shares of our common stock will become eligible for sale in the public market.

The restrictions described above do not apply:

(i) to transfers of Lock-Up Securities (1) as a bona fide gift or gifts, or for bona fide estate planning purposes, (2) by will or intestacy, (3) to any immediate family member of the lock-up signatory or (4) to any trust for the direct or indirect benefit of the lock-up signatory or the immediate family of the lock-up signatory, or, if the lock-up signatory is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(ii) to transfers to a partnership, limited liability company or other entity of which the lock-up signatory and the immediate family of the lock-up signatory are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(iii) if the lock-up signatory is a corporation, partnership, limited liability company, trust or other business entity, to transfers (A) to another corporation, partnership, limited liability company, trust or other business entity that is a subsidiary or an affiliate of the lock-up signatory, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership) or to direct or indirect shareholders, current or former partners (general or limited), beneficiaries, or other equity holders or to the estates of any such stockholders, partners, beneficiaries or other equity holders of the lock-up signatory and their respective affiliates, or (B) as part of a distribution to members, limited partners or shareholders of the lock-up signatory;

(iv) to transfers by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement or pursuant to any court order or the order of any other governmental authority having jurisdiction over the lock-up signatory;

(v) to transfers to the Company from an employee of the Company upon death, disability or termination of employment (with or without cause) or resignation, in each case, of such employee;

(vi) to transfers as part of a sale of the lock-up signatory's Lock-Up Securities acquired in the offering, excluding any shares purchased by directors or executive officers, or open market transactions after the closing date for the offering;

(vii) to transfers to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (vi) above;

(viii) to transfers to the Company in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of common stock (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, provided that any such shares of common stock received upon such exercise, vesting or settlement shall be subject to the terms of the lock-up agreement, and provided further

that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in this prospectus;

(ix) to transfers pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the board of directors of the Company and made to all holders of the Company's capital stock involving a change of control of the Company, in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity); provided that in the event such tender offer, merger, consolidation or other similar transaction is not completed, the lock-up signatory's Lock-Up Securities remain subject to the lock-up agreement; or

(x) provided that (A) in the case of any transfer or distribution pursuant to clauses (i), (ii), (iii), (iv) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the representatives of the several underwriters a lock-up letter in the form of the lock-up agreement, (B) in the case of any transfer or distribution pursuant to clauses (i), (ii), (iii), (vi), (vii) and (viii), (1) no filing by any party (donor, donee, devisee, transferor, transferee, distributer or distributee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution and (C) in the case of any transfer or distribution pursuant to clauses (iv) and (v) it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of common stock in connection with such transfer or distribution shall be legally required, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer.

J.P. Morgan Securities LLC and BofA Securities, Inc., in their sole discretion, may release the securities subject to any of the lock-up agreements with the underwriters described above, in whole or in part at any time.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act.

We have applied to list shares of our common stock on Nasdaq Global Market under the symbol "INTA".

Prior to the date hereof, certain of our existing investors and their affiliated entities, including the cornerstone investors have indicated an interest, severally and not jointly, in purchasing up to an aggregate of approximately $60 million of our shares in this offering at the initial public offering price. However, because indications of interest are not binding agreements or commitments to purchase, the cornerstone investors may determine to purchase more, fewer or no shares in this offering or the underwriters may determine to sell more, fewer or no shares to any of the cornerstone investors. The underwriters will receive the same discount on any of our shares purchased by the cornerstone investors as they will on any other shares sold to the public in this offering.

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves making bids for, purchasing and selling shares of common stock in the open market for the purpose of preventing or retarding a decline in the market price of the common stock while this offering is in progress. These stabilizing transactions may include making short sales of common stock, which involves the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering, and purchasing shares of common stock on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' option to purchase additional shares referred to above, or may be "naked" shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their option to purchase additional shares, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared to the price at which the underwriters may purchase shares through the option to purchase additional shares. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market that could adversely affect investors who purchase in this offering. To the extent that the underwriters create a naked short position, they will purchase shares in the open market to cover the position.

The underwriters have advised us that, pursuant to Regulation M of the Securities Act, they may also engage in other activities that stabilize, maintain or otherwise affect the price of the common stock, including the imposition of penalty bids. This means that if the representatives of the underwriters purchase common stock in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them.

These activities may have the effect of raising or maintaining the market price of the common stock or preventing or retarding a decline in the market price of the common stock, and, as a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on the Nasdaq Global Market, in the over-the-counter market or otherwise.

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In determining the initial public offering price, we and the representatives of the underwriters expect to consider a number of factors including:

- the information set forth in this prospectus and otherwise available to the representatives;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for our common shares, or that the shares will trade in the public market at or above the initial public offering price.

Certain of the underwriters and their affiliates have provided in the past to us and our affiliates and may provide from time to time in the future certain commercial banking, financial advisory, investment banking and other services for us and such affiliates in the ordinary course of their business, for which they have received and may continue to receive customary fees and commissions. For example, certain of the underwriters or their respective affiliates are anticipated to be lenders and/or agents under the New Revolving Credit Facility. In addition, from time to time, certain of the underwriters and their affiliates may effect transactions for their own account or the account of clients, and hold on behalf of themselves or their clients, long or short positions in our debt or equity securities or loans, and may do so in the future.

Directed Share Program

At our request, the underwriters have reserved up to 525,000 shares of our common stock, or 5% of the shares offered by this prospectus, for sale at the initial public offering price to certain persons associated with us. Any reserved shares of our common stock that are not so purchased will be offered by the underwriters to the general public on the same terms as the other shares of our common stock offered by this prospectus. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the reserved shares.

Selling restrictions

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Notice to Prospective Investors in the European Economic Area and the United Kingdom

In relation to each Member State of the European Economic Area and the United Kingdom (each a “Relevant State”), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that offers of shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters and the Company that it is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation. In the case of any shares being offered to a financial intermediary as that term is used in the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public other than their offer or resale in a Relevant State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters have been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer to the public" in relation to shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

Notice to Prospective Investors in the United Kingdom

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons") or otherwise in circumstances which have not resulted and will not result in an offer to the public of the shares in the United Kingdom within the meaning of the Financial Services and Markets Act 2000.

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

Notice to Prospective Investors in Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA ("FINMA"), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in Australia

This prospectus:

- does not constitute a disclosure document or a prospectus under Chapter 6D.2 of the Corporations Act 2001 (Cth) (the "Corporations Act");
- has not been, and will not be, lodged with the Australian Securities and Investments Commission ("ASIC"), as a disclosure document for the purposes of the Corporations Act and does not purport to include the information required of a disclosure document for the purposes of the Corporations Act; and
- may only be provided in Australia to select investors who are able to demonstrate that they fall within one or more of the categories of investors, available under section 708 of the Corporations Act ("Exempt Investors").

The shares may not be directly or indirectly offered for subscription or purchased or sold, and no invitations to subscribe for or buy the shares may be issued, and no draft or definitive offering memorandum, advertisement or other offering material relating to any shares may be distributed in Australia, except where disclosure to investors is not required under Chapter 6D of the Corporations Act or is otherwise in compliance with all applicable Australian laws and

regulations. By submitting an application for the shares, you represent and warrant to us that you are an Exempt Investor.

As any offer of shares under this document will be made without disclosure in Australia under Chapter 6D.2 of the Corporations Act, the offer of those securities for resale in Australia within twelve months may, under section 707 of the Corporations Act, require disclosure to investors under Chapter 6D.2 if none of the exemptions in section 708 applies to that resale. By applying for the shares you undertake to us that you will not, for a period of twelve months from the date of issue of the shares, offer, transfer, assign or otherwise alienate those shares to investors in Australia except in circumstances where disclosure to investors is not required under Chapter 6D.2 of the Corporations Act or where a compliant disclosure document is prepared and lodged with ASIC.

Notice to Prospective Investors in Japan

The shares have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the shares nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any "resident" of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

Notice to Prospective Investors in Hong Kong

The shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the "SFO") of Hong Kong and any rules made thereunder; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "CO") or which do not constitute an offer to the public within the meaning of the CO. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made thereunder.

Notice to Prospective Investors in Singapore

Each representative has acknowledged that this prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each representative has represented and agreed that it has not offered or sold any shares or caused the shares to be made the subject of an invitation for subscription or purchase and will not offer or sell any shares or cause the shares to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this prospectus or any other

document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares, whether directly or indirectly, to any person in Singapore other than:

(a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA;

(b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or

(c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification — In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of shares, the Company has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the shares are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to prospective investors in China

This prospectus will not be circulated or distributed in the PRC and the shares will not be offered or sold, and will not be offered or sold to any person for re-offering or resale directly or

indirectly to any residents of the PRC except pursuant to any applicable laws and regulations of the PRC. Neither this prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with applicable laws and regulations.

Notice to prospective investors in Korea

The shares have not been and will not be registered under the Financial Investments Services and Capital Markets Act of Korea and the decrees and regulations thereunder (the "FSCMA"), and the shares have been and will be offered in Korea as a private placement under the FSCMA. None of the shares may be offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the "FETL"). The shares have not been listed on any of securities exchanges in the world including, without limitation, the Korea Exchange in Korea. Furthermore, the purchaser of the shares shall comply with all applicable regulatory requirements (including but not limited to requirements under the FETL) in connection with the purchase of the shares. By the purchase of the shares, the relevant holder thereof will be deemed to represent and warrant that if it is in Korea or is a resident of Korea, it purchased the shares pursuant to the applicable laws and regulations of Korea.

Notice to prospective investors in Taiwan

The shares have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the shares in Taiwan.

Notice to prospective investors in Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations as issued by the board of the Saudi Arabian Capital Market Authority ("CMA") pursuant to resolution number 2-11-2004 dated 4 October 2004 as amended by resolution number 1-28-2008, as amended (the "CMA Regulations"). The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

Notice to prospective investors in the Dubai International Financial Centre ("DIFC")

This document relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority ("DFSA"). This document is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus

supplement nor taken steps to verify the information set forth herein and has no responsibility for this document. The securities to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this document you should consult an authorized financial advisor.

In relation to its use in the DIFC, this document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the securities may not be offered or sold directly or indirectly to the public in the DIFC.

Notice to prospective investors in the United Arab Emirates

The shares have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

Notice to prospective investors in Bermuda

Shares may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 of Bermuda which regulates the sale of securities in Bermuda. Additionally, non-Bermudian persons (including companies) may not carry on or engage in any trade or business in Bermuda unless such persons are permitted to do so under applicable Bermuda legislation.

Notice to prospective investors in the British Virgin Islands

The shares are not being, and may not be offered to the public or to any person in the British Virgin Islands for purchase or subscription by or on behalf of the Company. The shares may be offered to companies incorporated under the BVI Business Companies Act, 2004 (British Virgin Islands), “BVI Companies”, but only where the offer will be made to, and received by, the relevant BVI Company entirely outside of the British Virgin Islands.

Notice to prospective investors in South Africa

Due to restrictions under the securities laws of South Africa, no "offer to the public" (as such term is defined in the South African Companies Act, No. 71 of 2008 (as amended or re-enacted) (the "South African Companies Act")) is being made in connection with the issue of the shares in South Africa. Accordingly, this document does not, nor is it intended to, constitute a "registered prospectus" (as that term is defined in the South African Companies Act) prepared and registered under the South African Companies Act and has not been approved by, and/or filed with, the South African Companies and Intellectual Property Commission or any other regulatory authority in South Africa. The shares are not offered, and the offer shall not be transferred, sold, renounced or delivered, in South Africa or to a person with an address in South Africa, unless one or other of the following exemptions stipulated in section 96(1) applies:

Section 96(1)(a) the offer, transfer, sale, renunciation or delivery is to:

(i) persons whose ordinary business, or part of whose ordinary business, is to deal in securities, as principal or agent;

(ii) the South African Public Investment Corporation;

(iii) persons or entities regulated by the Reserve Bank of South Africa;

(iv) authorized financial service providers under South African law;

(v) financial institutions recognized as such under South African law;

(vi) a wholly-owned subsidiary of any person or entity contemplated in (c), (d) or (e), acting as agent in the capacity of an authorized portfolio manager for a pension fund, or as manager for a collective investment scheme (in each case duly registered as such under South African law); or

(vii) any combination of the person in (i) to (vi); or

Section 96(1)(b) the total contemplated acquisition cost of the securities, for any single addressee acting as principal is equal to or greater than ZAR1,000,000 or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

Information made available in this prospectus should not be considered as "advice" as defined in the South African Financial Advisory and Intermediary Services Act, 2002.

Legal matters

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Shearman & Sterling LLP, New York, New York. Certain matters will be passed upon for the underwriters by Latham & Watkins LLP, Menlo Park, California.

Experts

The financial statements as of June 30, 2019 and 2020, and for each of the two years in the period ended June 30, 2020, included in this Prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein. Such financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

Where you can find additional information

We have filed a registration statement on Form S-1 with the SEC with respect to the registration of the common stock offered for sale with this prospectus. This prospectus does not contain all of the information set forth in the registration statement and the exhibits to the registration statement. For further information about us, the common stock we are offering by this prospectus and related matters, you should review the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus about the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and we refer you to the full text of the contract or other document filed as an exhibit to the registration statement.

As a result of this offering, we will become subject to the information and periodic reporting requirements of the Securities Act, and, in accordance with such requirements, will file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC's website. We will also maintain a website at www.intapp.com at which, following the completion of this offering, you may access our SEC filings free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus. We intend to furnish our stockholders with annual reports containing consolidated financial statements audited by our independent registered accounting firm.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries

Index to consolidated financial statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Intapp, Inc. (formerly LegalApp Holdings, Inc.)

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries (the "Company") as of June 30, 2019 and 2020, the related consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders' deficit and cash flows, for each of the two years in the period ended June 30, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2019 and 2020, and the results of its operations and its cash flows for each of the two years in the period ended June 30, 2020, in conformity with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company has changed its method of accounting for revenue in fiscal year 2021 due to the adoption of Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, and all subsequent amendments (collectively, "ASC 606"). The Company adopted ASC 606 using the full retrospective approach.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP
San Jose, California

January 29, 2021 (May 11, 2021, as to Note 14 and as to the effects of the adoption of ASC 606 described in Note 2)

We have served as the Company's auditor since 2018.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries
Consolidated balance sheets

in thousands, except share and per share data

	June 30, 2019 (As adjusted)*	June 30, 2020 (As adjusted)*	March 31, 2021 (unaudited)
Assets			
Current assets:			
Cash and cash equivalents	$ 21,501	$ 42,052	$ 71,332
Restricted cash	1,117	1,107	1,715
Accounts receivable, net	32,025	23,003	28,257
Unbilled receivables, net	4,773	8,578	6,794
Other receivables, net	1,173	1,144	199
Prepaid expenses	3,219	3,675	4,543
Deferred commissions, current	3,689	4,837	5,879
Total current assets	67,497	84,396	118,719
Property and equipment, net	4,445	8,172	10,428
Goodwill	227,930	227,992	229,004
Intangible assets, net	58,152	46,806	38,781
Deferred commissions, noncurrent	5,984	8,240	9,413
Other assets	2,228	1,406	6,202
Total assets	$ 366,236	$ 377,012	$ 412,547
Liabilities, convertible preferred stock and stockholders' deficit			
Current liabilities:			
Accounts payable	$ 8,102	$ 4,129	$ 2,397
Accrued compensation	14,032	18,100	19,030
Accrued expenses	5,025	3,588	8,867
Deferred revenue, net	61,710	79,721	92,327
Other current liabilities	3,524	11,269	9,599
Total current liabilities	92,393	116,807	132,220
Deferred tax liabilities	2,910	2,616	2,226
Long-term deferred revenue, net	878	842	1,467
Other liabilities	690	3,805	8,153
Debt, net	268,320	279,458	275,310
Total liabilities	365,191	403,528	419,376
Commitments and contingencies (Note 6)			
Convertible preferred stock, $0.001 par value, 18,023,886, 19,870,040 and 19,870,040 shares authorized as of June 30, 2019 and 2020 and March 31, 2021 (unaudited), respectively; 17,762,379, 19,034,437 and 19,034,437 shares issued and outstanding as of June 30, 2019 and 2020 and March 31, 2021 (unaudited), respectively; liquidation preference of $157,115, $187,756 and $199,337 as of June 30, 2019 and 2020 and March 31, 2021 (unaudited), respectively	127,692	144,148	144,148

	June 30, 2019 (As adjusted)*	June 30, 2020 (As adjusted)*	March 31, 2021 (unaudited)
Stockholders' deficit			
Common stock, $0.001 par value, 55,000,000, 60,000,000 and 65,000,000 shares authorized as of June 30, 2019 and 2020 and March 31, 2021 (unaudited), respectively; 24,041,058, 24,331,569 and 29,242,726 shares issued and outstanding as of June 30, 2019 and 2020 and March 31, 2021 (unaudited), respectively	24	24	29
Additional paid-in capital	64,591	69,178	119,762
Accumulated other comprehensive loss	(1,339)	(1,667)	(620)
Accumulated deficit	(189,923)	(238,199)	(270,148)
Total stockholders' deficit	(126,647)	(170,664)	(150,977)
Total liabilities, convertible preferred stock and stockholders' deficit	$ 366,236	$ 377,012	$ 412,547

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

See accompanying notes to consolidated financial statements.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries
Consolidated statements of operations

in thousands, except share and per share data

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020 (unaudited)	2021 (unaudited)
Revenues				
SaaS and support	$ 73,997	$ 114,125	$ 82,880	$ 104,644
Subscription license	48,939	48,427	37,256	31,530
Total recurring revenues	122,936	162,552	120,136	136,174
Professional services	20,287	24,300	19,168	17,202
Total revenues	143,223	186,852	139,304	153,376
Cost of revenues				
SaaS and support	23,170	37,677	27,924	29,981
Total cost of recurring revenues	23,170	37,677	27,924	29,981
Professional services	21,723	32,847	25,442	24,050
Restructuring	—	765	—	—
Total cost of revenues	44,893	71,289	53,366	54,031
Gross profit	98,330	115,563	85,938	99,345
Operating expenses:				
Research and development	28,826	42,090	32,643	37,136
Sales and marketing	44,889	58,898	45,923	47,217
General and administrative	28,718	28,491	23,041	28,310
Restructuring	—	2,894	—	—
Total operating expenses	102,433	132,373	101,607	112,663
Operating loss	(4,103)	(16,810)	(15,669)	(13,318)
Interest expense	(19,944)	(27,856)	(20,850)	(18,524)
Other income (expense), net	(898)	(896)	(827)	1,317
Net loss before income taxes	(24,945)	(45,562)	(37,346)	(30,525)
Income tax benefit (expense)	7,806	(353)	(287)	(329)
Net loss	(17,139)	(45,915)	(37,633)	(30,854)
Less: cumulative dividends allocated to preferred shareholders	(12,044)	(14,048)	(10,353)	(11,581)
Net loss attributable to common stockholders	$ (29,183)	$ (59,963)	$ (47,986)	$ (42,435)
Net loss per share attributable to common stockholders, basic and diluted	$ (1.25)	$ (2.49)	$ (1.99)	$ (1.54)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	23,338,800	24,109,146	24,079,727	27,587,758

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

See accompanying notes to consolidated financial statements.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries
Consolidated statements of comprehensive loss

in thousands

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020 (unaudited)	2021 (unaudited)
Net loss	$ (17,139)	$ (45,915)	$ (37,633)	$ (30,854)
Other comprehensive loss:				
Foreign currency translation adjustments, net of tax	(334)	(328)	(300)	1,047
Other comprehensive income (loss), net of tax	(334)	(328)	(300)	1,047
Comprehensive loss	$ (17,473)	$ (46,243)	$ (37,933)	$ (29,807)

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

See accompanying notes to consolidated financial statements.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries Consolidated statements of convertible preferred stock and stockholders' deficit

in thousands, except share data

	Convertible preferred stock		Common stock		Additional paid-in capital	Accumulated other comprehensive loss	Accumulated deficit (as adjusted)*	Stockholders' deficit (as adjusted)*
	Shares	Amount	Shares	Amount				
Balance as of July 1, 2018[1]	17,762,379	$127,692	23,182,571	$ 23	$ 55,785	$ (1,005)	$ (172,784)	$ (117,981)
Issuance of common stock	—	—	250,000	—	3,000	—	—	3,000
Stock option exercises	—	—	608,487	1	2,885	—	—	2,886
Stock-based compensation	—	—	—	—	2,921	—	—	2,921
Foreign currency translation adjustments, net of tax	—	—	—	—	—	(334)	—	(334)
Net loss	—	—	—	—	—	—	(17,139)	(17,139)
Balance as of June 30, 2019	17,762,379	127,692	24,041,058	24	64,591	(1,339)	(189,923)	(126,647)
Issuance of Series A-1 convertible preferred stock, net of issuance costs of $81	1,272,058	16,456	—	—	—	—	—	—
Repurchase of shares and fully vested options	—	—	(184,251)	—	(405)	—	(2,361)	(2,766)
Stock option exercises	—	—	474,762	—	1,736	—	—	1,736
Stock-based compensation	—	—	—	—	3,256	—	—	3,256
Foreign currency translation adjustments, net of tax	—	—	—	—	—	(328)	—	(328)
Net loss	—	—	—	—	—	—	(45,915)	(45,915)
Balance as of June 30, 2020	19,034,437	144,148	24,331,569	24	69,178	(1,667)	(238,199)	(170,664)
Issuance of common stock, net of issuance costs of $169 (unaudited)	—	—	2,432,545	2	29,018	—	—	29,020
Repurchase of shares (unaudited)	—	—	(200,000)	—	(797)	—	(1,095)	(1,892)
Stock option exercises (unaudited)	—	—	2,678,612	3	10,140	—	—	10,143
Stock-based compensation (unaudited)	—	—	—	—	12,223	—	—	12,223
Foreign currency translation adjustments, net of tax (unaudited)	—	—	—	—	—	1,047	—	1,047
Net loss (unaudited)	—	—	—	—	—	—	(30,854)	(30,854)
Balance as of March 31, 2021 (unaudited)	19,034,437	$144,148	29,242,726	$ 29	$ 119,762	$ (620)	$ (270,148)	$ (150,977)

	Convertible preferred stock		Common stock		Additional paid-in capital	Accumulated other comprehensive loss	Accumulated deficit	Stockholders' deficit
	Shares	Amount	Shares	Amount				
Balance as of June 30, 2019	17,762,379	$127,692	24,041,058	$ 24	$ 64,591	$ (1,339)	$ (189,923)	$ (126,647)
Issuance of Series A-1 convertible preferred stock, net of issuance costs of $81 (unaudited)	1,272,058	16,456	—	—	—	—	—	—
Repurchase of shares and fully vested options (unaudited)	—	—	(184,251)	—	(405)	—	(2,361)	(2,766)
Stock option exercises (unaudited)	—	—	286,244	—	1,272	—	—	1,272
Stock-based compensation (unaudited)	—	—	—	—	2,215	—	—	2,215
Foreign currency translation adjustments, net of tax (unaudited)	—	—	—	—	—	(300)	—	(300)
Net loss (unaudited)	—	—	—	—	—	—	(37,633)	(37,633)
Balance as of March 31, 2020 (unaudited)	19,034,437	$144,148	24,143,051	$ 24	$ 67,673	$ (1,639)	$ (229,917)	$ (163,859)

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

(1) The adjusted balance as of July 1, 2018 includes $27.6 million of cumulative effects of changes in accounting principle for the full retrospective adoption of Topic 606.

See accompanying notes to consolidated financial statements.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries
Consolidated statements of cash flows

in thousands

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020 (unaudited)	2021 (unaudited)
Cash Flows From Operating Activities				
Net loss	$ (17,139)	$ (45,915)	$ (37,633)	$ (30,854)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization	9,054	12,767	9,517	9,910
Amortization of deferred financing costs	782	1,140	855	852
Provision for doubtful accounts	1,078	974	748	377
Stock-based compensation	2,921	3,256	2,215	12,223
Tax benefit for business combinations	(8,016)	—	—	—
Other	—	—	—	20
Changes in operating assets and liabilities, net of business combinations:				
Accounts and other receivables	(14,026)	7,744	(4,170)	(4,999)
Unbilled receivables, current	(3,781)	(3,805)	(6,021)	1,784
Prepaid expenses and other assets	(3,488)	393	(3,139)	346
Deferred commissions	(3,841)	(3,403)	(2,481)	(2,215)
Accounts payable and accrued liabilities	10,039	(1,281)	(671)	890
Other liabilities	2,483	9,039	8,435	(1,771)
Deferred income taxes	—	(294)	11	(390)
Deferred revenue, net	18,870	17,975	8,959	11,750
Net cash used in operating activities	(5,064)	(1,410)	(23,375)	(2,077)
Cash Flows From Investing Activities				
Purchases of property and equipment	(2,373)	(2,638)	(2,176)	(2,394)
Capitalized internal-use software costs	(1,922)	(2,496)	(1,789)	(1,641)
Business combinations, net of cash acquired	(190,310)	—	—	—
Net cash used in investing activities	(194,605)	(5,134)	(3,965)	(4,035)
Cash Flows From Financing Activities				
Proceeds from borrowings	281,000	15,000	15,000	—
Payments on borrowings	(78,000)	(5,000)	(5,000)	(5,000)
Shareholder contribution	—	1,820	1,820	—
Proceeds from issuance of convertible preferred stock, net of issuance costs	—	16,456	16,456	—
Proceeds from stock option exercises	2,886	1,736	1,272	14,589
Proceeds from common stock issuance	3,000	—	—	29,020
Repurchase of shares and fully vested options	—	(2,766)	(2,766)	(1,892)
Payments for deferred offering costs	—	—	—	(1,591)
Payments for debt financing costs	(4,610)	—	—	—

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020 (unaudited)	2021 (unaudited)
Net cash provided by financing activities	204,276	27,246	26,782	35,126
Effect of foreign exchange rates on cash and cash equivalents	(187)	(161)	(314)	874
Net increase (decrease) in cash, cash equivalents and restricted cash	4,420	20,541	(872)	29,888
Cash, cash equivalents and restricted cash beginning of period	18,198	22,618	22,618	43,159
End of period	$ 22,618	$ 43,159	$ 21,746	$ 73,047
Reconciliation of cash, cash equivalents and restricted cash to the consolidated balance sheets				
Cash and cash equivalents	$ 21,501	$ 42,052	$ 19,829	$ 71,332
Restricted cash	1,117	1,107	1,917	1,715
Total cash, cash equivalents and restricted cash	$ 22,618	$ 43,159	$ 21,746	$ 73,047
Supplemental Disclosures of Cash Flow Information				
Cash paid for interest	$ 17,654	$ 22,143	$ 15,510	$ 18,594
Cash paid for income taxes	$ 97	$ 182	$ —	$ 3
Deferred offering costs in accounts payable and accrued liabilities	$ —	$ —	$ —	$ 3,509
Business combinations, net of cash acquired:				
Cash paid	$ 193,729	$ —	$ —	$ —
Cash acquired	(3,419)	—	—	—
Total consideration	$ 190,310	$ —	$ —	$ —

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

See accompanying notes to consolidated financial statements.

Intapp, Inc. (formerly LegalApp Holdings, Inc.) and subsidiaries
Notes to consolidated financial statements

(information as of March 31, 2021 and for the nine months ended March 31, 2020 and 2021 are unaudited)

1. Description of business

Intapp, Inc. (Intapp), formerly known as LegalApp Holdings, Inc., was incorporated in Delaware on November 27, 2012 to facilitate the acquisition of Integration Appliance, Inc. which became a wholly owned subsidiary of Intapp, Inc. on December 21, 2012. LegalApp Holdings, Inc. changed its name to Intapp, Inc. in February 2021. Intapp has no significant assets or operations other than the ownership of Integration Appliance, Inc.

Integration Appliance, Inc. is a leading provider of industry-specific, cloud-based software solutions for the professional and financial services industry globally. The Company empowers private capital, investment banking, legal, accounting, and consulting firms with the technology they need to meet rapidly changing client, investor, and regulatory requirements, deliver the right insights to the right professionals, replace legacy systems, and operate more competitively. The Company serves clients primarily in the United States, United Kingdom and Australian markets. References to “the Company,” “us,” “we,” or “our” in these consolidated financial statements refer to the consolidated operations of Intapp and its consolidated subsidiaries.

2. Summary of accounting policies

Basis of presentation and principles of consolidation

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) and reflect the consolidated results of operations, financial position, and cash flows of the Company and its consolidated subsidiaries, after eliminating all inter-company transactions and balances.

Use of estimates

The preparation of the accompanying consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the amounts reported and disclosed in the consolidated financial statements and accompanying notes. Those estimates and assumptions include, but are not limited to, revenue recognition including determination of the standalone selling price (“SSP”) of the deliverables included in multiple deliverable revenue arrangements; the depreciable lives of long-lived assets including intangible assets; the expected useful life of deferred commissions; the fair value of common stock used in stock-based compensation; goodwill and long-lived assets impairment assessment; valuation allowance on deferred tax assets; uncertain tax positions; and loss contingencies. The Company evaluates estimates and assumptions on an ongoing basis using historical experience and other factors including those resulting from the impacts of the COVID-19 pandemic and adjusts those estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ from these estimates, and those differences could be material to the consolidated financial statements.

Unaudited interim consolidated financial information

The accompanying interim consolidated balance sheet as of March 31, 2021, the consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders’ deficit, and cash flows for the

nine months ended March 31, 2020 and 2021, and the related footnote disclosures are unaudited. These unaudited interim consolidated financial statements have been prepared in accordance with GAAP. In management's opinion, the unaudited interim consolidated financial statements include all adjustments necessary to state fairly the Company's financial position as of March 31, 2021 and its results of operations and cash flows for the nine months ended March 31, 2020 and 2021. The financial data and the other information disclosed in the notes to these consolidated financial statements related to the nine-month periods are unaudited. The results of operations for the nine months ended March 31, 2021 are not necessarily indicative of the results expected for the year ending June 30, 2021 or any other future period.

Segment information

Operating segments are defined as components of an entity for which separate financial information is available and that is regularly reviewed by the Chief Operating Decision Maker (CODM) in deciding how to allocate resources to an individual segment and in assessing performance. The Company's Chief Executive Officer is the Company's CODM. The CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance. As such, the Company has determined that it operates in one operating segment.

The Company's property and equipment are primarily located in the United States. Information about geographic revenues are included in Note 3.

Revenue recognition

The Company's revenues are derived from contracts with our clients. The majority of the Company's revenues are derived from the sale of our software as a service ("SaaS") solutions and subscriptions to our term software applications, including support services, as well as the provision of professional services for the implementation of our solutions. The Company accounts for revenues in accordance with Accounting Standards Codification 606, Revenue from Contracts with Customers ("ASC 606"), which the Company adopted on July 1, 2020 using the full retrospective method of adoption. The Company adjusted historical periods to include results as if the new revenue standard was applied to all of our client contracts as of the initial application date and the consolidated financial statements present revenues and contract costs in accordance with ASC 606 for all periods presented.

The core principle of ASC 606 is to recognize revenues upon the transfer of control of services or products to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services or products. The Company applies the following framework to recognize revenues:

Identification of the contract, or contracts, with our clients

The Company considers the terms and conditions of written contracts and its customary business practices in identifying its contracts under ASC 606. The Company determines it has a contract with a client when the contract is approved, each party's rights regarding the services and products to be transferred can be identified, payment terms for the services and products can be identified, the client has the ability and intent to pay, and the contract has commercial substance. The Company evaluates whether two or more contracts entered within close proximity with one another should be combined and accounted for as a single contract. The Company also evaluates the client's ability and intent to pay, which is based on a variety of factors, including the client's historical payment experience or, in the case of a new client, credit and financial information pertaining to the client.

Identification of the performance obligation in the contract

Performance obligations promised in a contract are identified based on the services or products that will be transferred to the client that are both:

i. capable of being distinct, whereby the client can benefit from the service or product either on its own or together with other resources that are readily available from the Company or third parties, and
ii. distinct in the context of the contract, whereby the transfer of the services or products is separately identifiable from other promises in the contract.

To the extent a contract includes multiple promised services or products, the Company applies judgment to determine whether promised services or products are capable of being distinct and distinct in the context of the contract. If these criteria are not met, the promised services or products are accounted for as a combined performance obligation.

The Company derives its revenues primarily from the following four sources, which represent the performance obligations of the Company:

i. *Sales of SaaS under subscription arrangements*: revenue derived from subscriptions to our SaaS solutions;

ii. *Sales of subscriptions to our licenses:* software revenues derived from the sale of term licenses to clients;

iii. *Support activities:* support activities that consist of email and phone support, bug fixes, and rights to unspecified software updates and upgrades released on a when, and if, available basis during the support term; and

iv. *Sales of professional services:* services related to the implementation and configuration of the Company's SaaS offerings and software licenses.

SaaS and subscription licenses are generally sold as annual or multi-year initial terms with automatic annual renewal provisions on expiration of the initial term. Support for subscription licenses follows the same contract periods as the initial or renewal term. Professional services related to implementation and configuration activities are typically time and materials contracts.

Determination of the transaction price

The transaction price is determined based on the consideration to which the Company expects to be entitled in exchange for transferring services and products to the client. Variable consideration is estimated and included in the transaction price if, in the Company's judgment, it is probable that no significant future reversal of cumulative revenues under the contract will occur.

In instances where the timing of revenue recognition differs from the timing of invoicing, the Company has determined that contracts generally do not include a significant financing component. The primary purpose of the Company's invoicing terms is to provide clients with simplified and predictable ways of purchasing the Company's products and services, not to receive financing from clients or to provide clients with financing.

Allocation of the transaction price to the performance obligations in the contract

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on its relative SSP. The majority of the Company's

contracts contain multiple performance obligations, such as when subscription licenses are sold with support and professional services. Some of the Company's performance obligations have observable inputs that are used to determine the SSP of those distinct performance obligations. Where SSP is not directly observable, the Company determines the SSP using information that may include market conditions and other observable inputs.

Recognition of revenues when, or as, the Company satisfies a performance obligation

The Company recognizes revenues as control of the services or products is transferred to a client, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services or products. The Company is principally responsible for the satisfaction of its distinct performance obligations, which are satisfied either at a point in time or over a period of time.

The Company records revenues net of applicable sales taxes collected. Sales taxes collected from clients are recorded as part of accounts payable in the accompanying consolidated balance sheets and are remitted to state and local taxing jurisdictions based on the filing requirements of each jurisdiction.

Performance obligations satisfied at a point in time

Subscription licenses

The Company has concluded that its sale of term licenses to clients ("subscription licenses") provides the client with the right to functional intellectual property ("IP") and are distinct performance obligations from which the client can benefit on a stand-alone basis. The transaction price allocated to subscription license arrangements is recognized as revenues at a point in time when control is transferred to the client, which generally occurs at the time of delivery. Subscription license fees are generally payable in advance on an annual basis over the term of the license arrangement, which is typically noncancelable.

Performance obligations satisfied over a period of time

SaaS and support as well as professional services arrangements comprise the majority of distinct performance obligations that are satisfied over a period of time.

SaaS and support

The transaction price allocated to SaaS subscription arrangements is recognized as revenues over time throughout the term of the contract as the services are provided on a continuous basis, beginning after the SaaS environment is provisioned and made available to clients. The Company's SaaS subscriptions are generally one to three years in duration, with the majority being one year. Consideration from SaaS arrangements is typically billed in advance on an annual basis.

The Company's subscription license sales include noncancelable support which entitle clients to receive technical support and software updates, on a when and if available basis, during the term of the subscription license agreement. Technical support and software updates are considered distinct from the related subscription licenses but accounted for as a single stand ready performance obligation as they each constitute a series of distinct services that are substantially the same and have the same pattern of transfer to the client. The transaction price allocated to support is recognized as revenue over time on a straight-line basis over the term of the support contract which corresponds to the underlying subscription license agreement. Consideration for support services is typically billed in advance on an annual basis. In some instances, the client may purchase premium support services which are generally priced as a percentage of the associated subscription license.

Professional services

The Company's professional services revenues are primarily comprised of implementation, configuration and upgrade services. The Company has determined that professional services provided to clients represent distinct performance obligations. These services may be provided on a stand-alone basis or bundled with other performance obligations, including SaaS arrangements, subscription licenses, and support services. The transaction price allocated to these performance obligations is recognized as revenue over time as the services are performed. The majority of professional services engagements are billed to clients on a time and materials basis and are recognized as invoiced. In those limited instances where professional services arrangements are sold on a fixed price basis, revenues are recognized over time using an input measure of time incurred to date relative to total estimated time to be incurred at project completion. Professional services arrangements are generally invoiced monthly in arrears.

The Company records reimbursable out-of-pocket expenses associated with professional services contracts in both revenues and cost of revenues.

Contract modifications

Contracts may be modified to account for changes in contract scope or price. The Company considers contract modifications to exist when the modification either creates new rights or obligations or changes the existing enforceable rights and obligations of either party. Contract modifications are accounted for prospectively when it results in the promise to deliver additional products and services that are distinct.

Balance sheet presentation

Contracts with our clients are reflected in the consolidated balance sheets as follows:

- Accounts receivable, net represents amounts billed to clients in accordance with contract terms for which payment has not yet been received. It is presented net of the allowance for doubtful accounts as part of current assets in the consolidated balance sheets.
- Unbilled receivables, net represents amounts that are unbilled due to agreed-upon contractual terms in which billing occurs subsequent to revenue recognition. This generally occurs in multi-year subscription license arrangements where control of the software license is transferred at the inception of the contract, but the client is invoiced annually in advance over the term of the license. Unbilled receivables are presented net of the allowance for doubtful accounts, if applicable, in the consolidated balance sheets with the long term portion included in other assets. Under ASC 606, these balances represent contract assets.
- Contract costs consist principally of client acquisition costs (sales commissions). The Company classifies deferred commissions as current or non-current on our consolidated balance sheets based on the timing of when we expect to recognize the expense.
- Deferred revenue, net represents amounts that have been invoiced to the client for which the Company has the right to invoice, but that have not been recognized as revenues because the related products or services have not been transferred to the client. Deferred revenue that will be realized within twelve months of the balance sheet date is classified as current. The remaining deferred revenue is presented as non-current. Under ASC 606, these balances represent contract liabilities.

The Company may receive consideration from its clients in advance of performance on a portion of the contract and, on another portion of the contract, perform in advance of receiving consideration. Contract assets and liabilities related to rights and obligations in a contract are interdependent. Therefore, contract assets and liabilities are presented net at the contract level, as either a single contract asset or a single contract liability, in the consolidated balance sheets.

Contract costs

Contract costs consist of two components, client acquisition costs and costs to fulfill a contract. The Company's client acquisition costs consist primarily of commissions paid to its sales team. Commissions related to client acquisition are capitalized and amortized over the expected benefit period of four years. Commissions related to subscription licenses are expensed when control of the license is transferred to clients and commissions related to SaaS and support revenues are expensed on a straight-line basis over four years. We determine the expected useful life based on an estimated benefit period by evaluating our technology development life cycle, expected client relationship period and other factors. Amortization of deferred commissions is included in sales and marketing expense in the consolidated statements of operations.

Costs to fulfill a contract, or fulfillment costs, are only capitalized if they relate directly to a contract with a client, the costs generate or enhance resources that will be used to satisfy performance obligations in the future, and the costs are expected to be recoverable. The Company has not capitalized any fulfillment costs as of June 30, 2019 and 2020 and March 31, 2021.

Cost of revenues

Cost of revenues consists primarily of costs related to providing SaaS and professional services to the Company's clients, including personnel costs (salaries, bonuses and benefits, and stock-based compensation) and related expenses for client support and services personnel, as well as cloud infrastructure costs, third-party expenses, depreciation of fixed assets, amortization of capitalized software development costs and amortization associated with acquired intangible assets, and allocated overhead. The Company does not have any cost of revenues related to subscription licenses.

Research and development costs

Research and development costs comprise costs associated with the development of software products for sale. Research and development costs related to the development of software products for sale are charged to expense until technological feasibility has been established. Costs incurred thereafter are capitalized until the product is generally made available. The Company considers technological feasibility to be reached at approximately the same time a product is generally available to clients. The major components of research and development costs include salaries, bonuses and benefits, stock-based compensation, costs of third-party services, and allocations of various overhead and occupancy costs.

Restricted cash

Restricted cash represents amounts held as collateral under certain facility lease agreements and certain company credit cards.

Accounts receivable and allowance for doubtful accounts

Accounts receivable are recorded at invoiced amounts, net of allowances for doubtful accounts. The Company evaluates the collectability of its accounts receivable based on known collection risks and historical experience, and maintains an allowance for doubtful accounts for estimated losses resulting from its clients failing to make required payments for subscriptions or services rendered. Sufficiency of the allowance is assessed based upon knowledge of credit-worthiness of our clients, review of historical receivable and reserves trends and other pertinent information. Actual future losses from uncollectible accounts may differ from these estimates.

Accounts receivable, net consist of the following (in thousands):

	June 30, 2019 (As adjusted)*	June 30, 2020 (As adjusted)*	March 31, 2021
Accounts receivable	$ 32,959	$ 23,965	$ 29,072
Less: Allowance for doubtful accounts	(934)	(962)	(815)
Accounts receivable, net	$ 32,025	$ 23,003	$ 28,257

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

The movements in the allowance for doubtful accounts were not significant for any of the periods presented.

Property and equipment, net

Property and equipment, net are stated at cost, less accumulated depreciation and amortization. Construction-in-progress primarily consists of leasehold improvements that have not yet been placed into service for their intended use. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the related assets. Depreciation on property and equipment, excluding leasehold improvements, ranges from three to five years. Leasehold improvements are amortized using the straight-line method over the shorter of the estimated useful lives of the respective assets or the lease term. When assets are sold, or otherwise disposed of, the cost and related accumulated depreciation and amortization are removed from the balance sheet and any gain or loss is reflected in operating expenses. Maintenance and repair costs that do not extend the useful life of the assets are expensed as incurred.

Capitalized software development costs

Costs related to software acquired, developed, or modified solely to meet the Company's internal requirements, with no substantive plans to market such software at the time of development, or costs related to development of our hosted SaaS products are capitalized. Costs incurred during the application development stage of the project are capitalized. The Company capitalized $1.9 million, $2.5 million, $1.8 million and $1.6 million of costs related to software developed for internal use during the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, respectively, and amortized $112,000, $573,000, $388,000, and $833,000 during the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, respectively. The net book value of capitalized software development costs was $1.7 million and $3.6 million as of June 30, 2019 and 2020, respectively, and $4.5 million as of March 31, 2021, and is included in property and equipment, net.

Deferred offering costs

Deferred offering costs, which primarily consist of direct incremental legal and accounting fees relating to the IPO, are capitalized. The deferred offering costs will be offset against IPO proceeds upon the consummation of the offering. In the event the offering is terminated, deferred offering costs will be expensed. No amounts were deferred as of June 30, 2019 and 2020 and $5.1 million was recorded as of March 31, 2021.

Goodwill and acquired intangible assets

Goodwill represents the excess purchase price over fair value of net tangible and identifiable intangible assets acquired in a business combination. Goodwill is tested for impairment on an annual basis during the fourth quarter or whenever events or changes in circumstances indicate the carrying amount of the goodwill may not

be recoverable. The Company has determined that it is comprised of one reporting unit for purposes of its annual impairment evaluation. As part of the annual goodwill impairment test, the Company first performs a qualitative assessment to determine whether further impairment testing is necessary. If, as a result of its qualitative assessment, it is more-likely-than-not that the fair value of our reporting unit is less than its carrying amounts, the quantitative impairment test will be required. There was no impairment of goodwill recorded for the years ended June 30, 2019 and 2020 and for the nine months ended March 31, 2020 and 2021.

Intangible assets resulting from the acquisition of entities are estimated by the Company based on the fair value of assets received. Acquired intangible assets consist of client relationships, noncompete agreements, trademarks and trade names, patented core technology and backlog. Certain assets are being amortized on a straight-line basis over the period of expected benefit with no calculated residual value, as follows:

Description	Period
Client relationships	9 to 15 years
Noncompete agreements	3 to 5 years
Trademarks and trade names	5 years to indefinite
Core technology	3 to 5 years

Impairment assessment of long-lived assets

The Company reviews long-lived assets, which include property plant and equipment and finite long-lived intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset (or asset group) may not be recoverable or that the useful life is shorter than what was originally estimated. Recoverability of assets to be held and used is measured by comparing the carrying amount of each asset group to the undiscounted future net cash flows expected to be generated by the asset group over its remaining life. If the carrying amount of the asset group exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset group exceeds the fair value of the asset group. If the useful life is shorter than originally estimated, the remaining carrying value is amortized over the new shorter useful life. No impairment charge was recorded during the years ended June 30, 2019 and 2020 and for the nine months ended March 31, 2020 and 2021.

Business combinations

Business combinations are accounted for using the acquisition method of accounting. The Company uses best estimates and assumptions to assign fair value to tangible and intangible assets acquired and liabilities assumed at the acquisition date. Such estimates are inherently uncertain and subject to refinement. The Company continues to collect information and reevaluate these estimates and assumptions and record any adjustments to the preliminary estimates to goodwill provided that we are within the measurement period. Upon the conclusion of the measurement period or final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the consolidated statements of operations. Expenses incurred in connection with a business combination are expensed as incurred.

Fair value of financial instruments

The Company applies authoritative guidance for fair value measurements and disclosures for financial assets and liabilities measured on a recurring basis and nonfinancial assets and liabilities. Assets and liabilities recorded at fair value are categorized based upon the level of judgment associated with the inputs used to

measure their fair value. The authoritative guidance on fair value measurements establishes a three-tier fair value hierarchy for disclosure of fair value measurements as follows*:*

Level 1—Inputs are unadjusted, quoted prices in active markets for identical, assets or liabilities at the measurement date;

Level 2—Inputs are quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability;

Level 3—Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

The following tables set forth the Company's financial liabilities that were measured at fair value on a recurring basis as of the dates indicated by level within the fair value hierarchy (in thousands):

	June 30, 2019			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Term loan	—	273,000	—	273,000
Total	$ —	$273,000	$ —	$273,000

	June 30, 2020			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Term loan	$ —	$273,000	$ —	$273,000
Revolving credit facility	—	10,000	—	10,000
Total	$ —	$283,000	$ —	$283,000

	March 31, 2021			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Term loan	$ —	$273,000	$ —	$273,000
Revolving credit facility	—	5,000	—	5,000
Total	$ —	$278,000	$ —	$278,000

Based upon Level 2 inputs and the borrowing rates available to the Company for loans with similar terms and consideration of the Company's credit risk, the carrying value of the Company's term loan and revolving credit facility approximate their fair value.

Other financial instruments consist of accounts receivable, accounts payable and accrued expenses and other current liabilities. Accounts receivable, accounts payable and accrued liabilities are stated at their carrying value, which approximates fair value due to the short time to the expected receipt or payment.

Stock-based compensation

Compensation expense related to stock option awards made to employees and directors are calculated based on the fair value of stock-based awards on the date of grant. The Company determines the grant date fair value

of our awards using the Black-Scholes option pricing model and the related stock-based compensation is recognized on a straight-line basis, over the period in which an employee is required to provide service in exchange for the stock-based award, which is generally four years. Stock-based compensation expense is recognized in the consolidated statements of operations based on awards ultimately expected to vest. The Company recognizes forfeitures of stock-based awards as they occur.

This valuation model for stock compensation expense requires the Company to make assumptions and judgments about the variables used in the calculation, including the expected term (weighted-average period of time that the options granted are expected to be outstanding), the volatility of the Company's common stock and an assumed risk-free interest rate. No compensation cost is recorded for options or restricted stock awards that do not vest.

The Company uses historical experience and future expectations to determine the expected term and volatility is based on an average of the historical volatilities of the common stock of public companies with characteristics similar to those of the Company. The risk-free rate is based on the US Treasury yield curve in effect at the time of grant for periods corresponding with the expected life of the option.

The Company has issued performance-based stock options that vest based upon continued service through the vesting term and achievement of certain new annual recurring revenues targets established by the Board of Directors for a predetermined period. The Company measures stock-based compensation expense for performance-based stock options based on the estimated grant date fair value determined using the Black-Scholes valuation model. The Company recognizes compensation expense for such awards in the period in which it becomes probable that the performance target will be achieved.

Leases and deferred rent

The Company leases all of its office space. Leases are evaluated and classified as operating or capital leases for financial reporting purposes. Certain of the lease agreements contain rent holidays and rent escalation provisions. For purposes of recognizing these lease incentives on a straight-line basis over the term of the lease, the Company uses the date of initial possession to begin amortization and records the difference between the rent paid and the straight-line rent expense as deferred rent which is classified in accrued expenses. Lease renewal periods are considered on a lease-by-lease basis and are generally not included in the period of straight-line recognition.

Advertising expense

Advertising costs are expensed as incurred. Advertising expense was not significant for the years ended June 30, 2019 and 2020 and for the nine months ended March 31, 2020 and 2021.

Foreign currency

The functional currency for all of our foreign subsidiaries is the US dollar, except Rekoop Ltd., which uses the U.K. pound. The Company translates the foreign functional currency financial statements to US dollars for those entities that do not have US dollars as their functional currency using the exchange rates at the balance sheet date for assets and liabilities, the period average exchange rates for revenues and expenses, and the historical exchange rates for equity transactions. The effects of foreign currency translation adjustments are recorded in other comprehensive loss.

Transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the local functional currency are recorded as foreign currency transaction adjustments in the consolidated statements of operations.

Accumulated other comprehensive loss

Accumulated other comprehensive loss, which is reported in the accompanying consolidated statements of stockholders' deficit, consists of net loss and foreign currency translation adjustments. The Company's other comprehensive loss consists of changes in the cumulative effect of translation of financial statements of certain wholly owned foreign subsidiaries.

Concentrations of credit risk and significant clients

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and accounts receivable. The Company maintains its cash with high quality financial institutions. The Company is exposed to credit risk for cash held in financial institutions in the event of a default to the extent that such amounts recorded on the balance sheet are in excess of amounts that are insured by the Federal Deposit Insurance Corporation ("FDIC").

No client individually accounted for 10% or more of the Company's revenues for the years ended June 30, 2019 and 2020 and for the nine months ended March 31, 2020 and 2021. As of June 30, 2019, one client individually accounted for 29% of the Company's total accounts receivable and as of June 30, 2020 and March 31, 2021, no client individually accounted for 10% or more of the Company's total accounts receivable.

Deferred financing costs

The Company presents debt issuance costs as a direct deduction from the associated debt liability. The Company capitalizes costs associated with the issuance of debt instruments and amortizes these costs over the term of the debt agreement using the effective interest method.

Income taxes

The Company accounts for income taxes using the asset and liability method. Under this method, deferred income tax assets and liabilities are recorded based on the estimated future tax effects of differences between the financial statement and income tax basis of existing assets and liabilities. These differences are measured using the enacted statutory tax rates that are expected to apply to taxable income for the years in which differences are expected to reverse. The Company recognizes the effect on deferred income taxes of a change in tax rates in the period that includes the enactment date. The Company records a valuation allowance to reduce its deferred tax assets to the net amount that it believes is more-likely-than-not to be realized. Management considers all available evidence, both positive and negative, including historical levels of income, expectations and risks associated with estimates of future taxable income and ongoing tax planning strategies in assessing the need for a valuation allowance.

The Company operates in various tax jurisdictions and is subject to audit by various tax authorities. The Company provides for tax contingencies whenever it is deemed probable that a tax asset has been impaired or a tax liability has been incurred for events such as tax claims or changes in tax laws. Tax contingencies are based upon their technical merits, relative tax law, and the specific facts and circumstances as of each reporting period. We establish liabilities or reduce assets for uncertain tax positions when we believe certain tax positions are not more likely than not of being sustained if challenged. Changes in facts and circumstances could result in material changes to the amounts recorded for such tax contingencies.

Restructuring

Costs associated with management-approved restructuring activities, including reductions in headcount, exiting a market or consolidation of facilities are recognized when they are incurred. We record a liability for employee

termination benefits either when it is probable that an employee is entitled to them and the amount of the benefits can be reasonably estimated or when management has communicated the termination plan to employees and actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

Restructuring charges are separately identified and included within the consolidated statements of operations and are classified according to the nature of the costs within cost of revenues or operating expenses.

Net loss per share attributable to common stockholders

The Company follows the two-class method when computing net loss per common share when shares are issued that meet the definition of participating securities. The two-class method determines net loss per common share for each class of common stock and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common stock and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed. The Company's convertible preferred stock contractually entitles the holders of such shares to participate in dividends but does not contractually require the holders of such shares to participate in the Company's losses.

The Company's basic net loss per share is calculated by dividing net income (loss) attributable to common stockholders by the weighted-average number of shares of common stock outstanding for the period, without consideration of potentially dilutive securities. The diluted net income (loss) per share is calculated by giving effect to all potentially dilutive securities outstanding for the period using the treasury stock method or the if-converted method based on the nature of such securities. For periods in which the Company reports net losses, diluted net loss per common share attributable to common stockholders is the same as basic net loss per common share attributable to common stockholders, because potentially dilutive common shares are not assumed to have been issued if their effect is anti-dilutive.

Recent accounting pronouncements

The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until those standards apply to private companies. The Company has elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that it is (i) no longer an emerging growth company or (ii) affirmatively and irrevocably opts out of the extended transition period provided in the JOBS Act. As a result, the consolidated financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

The JOBS Act does not preclude an emerging growth company from early adopting new or revised accounting standards.

Recently adopted accounting pronouncements

In May 2014, the FASB issued accounting guidance related to revenue recognition, Accounting Standard Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. Topic 606 supersedes the existing revenue recognition guidance in "Revenue Recognition (Topic 605)". The new revenue recognition standard provides a unified model to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers, who are

our clients, in an amount that reflects the consideration for which the entity expects to be entitled in exchange for those goods or services. Topic 606 defines a five-step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than are required under existing GAAP, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation, among others. Topic 606 also provides guidance on the recognition of costs related to obtaining client contracts.

The Company adopted ASC 606 on July 1, 2020 using the full retrospective method of adoption, adjusting historical periods to include results as if the new revenue standard was applied to all client contracts as of the initial application date. The Company applied the following practical expedients on adoption provided by the new standard:

- For completed contracts that have variable consideration, the Company used the transaction price at the date the contract was completed rather than estimating variable consideration.
- No disclosure of amounts of consideration allocated to the remaining performance obligations for all reporting periods presented before the date of the initial application.

The consolidated financial statements are in accordance with ASC 606 for all periods presented. The adoption of the new standard primarily impacted the Company's accounting as follows:

- Upfront recognition of revenues for the Company's subscription licenses upon delivery of the license, as compared to over-time recognition under ASC 605. As a result, under ASC 606, the allocated transaction price under a subscription license that the Company reasonably expects to collect are recognized upon the transfer of control of the subscription license, which is generally when made available to a client.
- Incremental costs to obtain a contract will be capitalized and amortized over on an expected period of benefit on a systematic basis that is consistent with the transfer to the client of the goods or services to which the asset relates. Most of the Company's commission expenses meet this definition. In contrast, under ASC 605, costs to obtain a contract were capitalized and amortized ratably over the estimated contract period.

Select consolidated statements of operations line items, which reflect the adoption of the new standard are as follows (in thousands, except per share data):

	Year ended June 30,					
	2019			2020		
	As reported	Adjustments	As adjusted	As reported	Adjustments	As adjusted
Revenues	$131,848	$ 11,375	$143,223	$182,377	$ 4,475	$186,852
Gross profit	86,955	11,375	98,330	111,088	4,475	115,563
Operating expenses:						
Sales and marketing	45,307	(418)	44,889	59,648	(750)	58,898
Operating loss	(15,896)	11,793	(4,103)	(22,035)	5,225	(16,810)
Net loss	(28,932)	11,793	(17,139)	(51,140)	5,225	(45,915)
Net loss per share attributable to common stockholders, basic and diluted	(1.76)	0.51	(1.25)	(2.70)	0.21	(2.49)

Select consolidated balance sheet line items, which reflect the adoption of the new standard are as follows (in thousands):

	Year ended June 30,					
	2019			2020		
	As reported	Adjustments	As adjusted	As reported	Adjustments	As adjusted
Assets:						
Accounts receivable, net	$ 46,174	$ (14,149)	$ 32,025	$ 33,223	$ (10,220)	$ 23,003
Unbilled receivables, net	—	4,773	4,773	—	8,578	8,578
Deferred commissions, current	4,158	(469)	3,689	5,494	(657)	4,837
Deferred commissions, noncurrent	1,638	4,346	5,984	2,956	5,284	8,240
Other assets	742	1,486	2,228	893	513	1,406
Liabilities:						
Deferred revenue, net	102,459	(40,749)	61,710	119,018	(39,297)	79,721
Long-term deferred revenue, net	3,508	(2,630)	878	2,638	(1,796)	842
Stockholders' deficit:						
Accumulated deficit	(229,289)	39,366	(189,923)	(282,790)	44,591	(238,199)

Select consolidated statements of cash flows line items, which reflect the adoption of the new standard are as follows (in thousands):

	Year ended June 30,					
	2019			2020		
	As reported	Adjustments	As adjusted	As reported	Adjustments	As adjusted
Cash Flows From Operating Activities						
Net loss	$ (28,932)	$ 11,793	$ (17,139)	$ (51,140)	$ 5,225	$ (45,915)
Adjustments to reconcile net loss to net cash used in operating activities:						
Changes in operating assets and liabilities:						
Accounts and other receivables	(18,075)	4,049	(14,026)	11,673	(3,929)	7,744
Unbilled receivables, current	—	(3,781)	(3,781)	—	(3,805)	(3,805)
Prepaid expenses and other assets	(2,495)	(993)	(3,488)	(580)	973	393
Deferred commissions	(3,423)	(418)	(3,841)	(2,653)	(750)	(3,403)
Deferred revenue, net	29,520	(10,650)	18,870	15,689	2,286	17,975
Net cash used in operating activities	(5,064)	—	(5,064)	(1,410)	—	(1,410)

Recently issued accounting pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. The guidance requires lessees to put most leases on their balance sheets but recognize the expenses on their income statements in a manner similar to current practice. The guidance states that a lessee would recognize a lease liability for the obligation to make lease payments and a right-of-use asset for the right to use the underlying asset for the lease term. The new standard

is effective for the Company for fiscal periods beginning after December 15, 2021 and early adoption is permitted. The Company expects to recognize lease liabilities and right-of-use assets related to its operating leases upon adoption of the standard. The Company is evaluating the impact of this ASU on its financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses*, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost, the guidance is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The Company is evaluating the impact of this ASU on its financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which is intended to simplify the accounting for income taxes by removing certain exceptions and by updating accounting requirements around franchise taxes, goodwill recognized for tax purposes, the allocation of current and deferred tax expense among legal entities, among other minor changes. This new standard will be effective for the Company for fiscal years beginning after December 15, 2021 and interim periods within fiscal years beginning after December 15, 2022. Early adoption is permitted. The Company is currently assessing the impact of adopting this standard on the consolidated financial statements.

3. Revenue recognition

Disaggregation of revenues

Revenues by geography is as follows (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
United States	$ 102,736	$ 135,269	$ 101,705	$ 108,089
United Kingdom	27,938	32,890	24,588	27,063
Rest of the world	12,549	18,693	13,011	18,224
Total	$ 143,223	$ 186,852	$ 139,304	$ 153,376

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

No country other than those listed above accounted for more than 10% of revenues during the years ended June 30, 2019 and 2020 and the nine months ended March 31, 2020 and 2021.

Client Contract — Related Balance Sheet Amounts

Deferred commissions

The following table summarizes the activity of the deferred commissions (in thousands):

	Year ended June 30,		Nine months ended March 31,
	2019 (As adjusted)*	2020 (As adjusted)*	2021
Beginning balance	$ 5,895	$ 9,673	$ 13,077
Additions	7,445	8,342	6,502
Recognition of deferred commissions	(3,667)	(4,938)	(4,287)
Ending balance	$ 9,673	$ 13,077	$ 15,292

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

Contract balances

The Company's contract assets and liabilities were as follows:

	July 1, 2018 (As adjusted)*	June 30, 2019 (As adjusted)*	June 30, 2020 (As adjusted)*	March 31, 2021
Unbilled accounts receivable, net[1]	$ 1,485	$ 6,259	$ 9,091	$ 7,104
Deferred revenue, net	38,204	62,588	80,563	93,794

(1) The long-term portion of $1,486 and $513 as of June 30, 2019 and 2020, respectively, and $310 as of March 31, 2021 is included in other assets.

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

There was no allowance for doubtful accounts associated with unbilled receivables as of June 30, 2019 and 2020 and March 31, 2021. During the years ended June 30, 2019 and 2020, and the nine months ended March 31, 2021, the Company recognized $37.8 million, $61.7 million, and $65.1 million, respectively, in revenue pertaining to deferred revenue as of the beginning of each period.

Performance obligations

Remaining performance obligations represent non-cancellable contracted revenues that has not yet been recognized, which includes deferred revenue and amounts that will be invoiced and recognized as revenues in future periods. Subscription services are typically satisfied over one to three years, support services are generally satisfied within one year, and professional services are typically satisfied within one year. Professional services under time and material contracts are not included in the performance obligations amount as these arrangements can be cancelled at any time.

As of March 31, 2021, approximately $186.3 million of revenues is expected to be recognized from remaining performance obligations with approximately 67% over the next 12 months and approximately 33% thereafter.

4. Goodwill and intangible assets

Goodwill and intangible assets acquired through business combinations consisted of the following (in thousands):

		June 30, 2019		
	Useful Life (Yrs)	Gross Amount	Accumulated Amortization	Net Book Value
Goodwill	Indefinite	$227,930	$ —	$227,930
Client relationships	9 to 15	32,101	(10,021)	22,080
Noncompete agreements	3 to 5	2,407	(2,407)	—
Trademarks and trade names	Indefinite	4,892	—	4,892
Trademarks and trade names	1 to 3	7,627	(755)	6,872
Core technology	3 to 5	41,376	(17,068)	24,308
Client backlog	1.5	232	(232)	—
Intangible assets, net		$ 88,635	$ (30,483)	$ 58,152

				June 30, 2020
	Useful Life (Yrs)	Gross Amount	Accumulated Amortization	Net Book Value
Goodwill	Indefinite	$227,992	$ —	$ 227,992
Client relationships	9 to 15	32,101	(12,909)	19,192
Noncompete agreements	3 to 5	2,407	(2,407)	—
Trademarks and trade names	Indefinite	4,892	—	4,892
Trademarks and trade names	1 to 3	7,627	(1,836)	5,791
Core technology	3 to 5	41,376	(24,445)	16,931
Client backlog	1.5	232	(232)	—
Intangible assets, net		$ 88,635	$ (41,829)	$ 46,806

				March 31, 2021
	Useful Life (Yrs)	Gross Amount	Accumulated Amortization	Net Book Value
Goodwill	Indefinite	$229,004	$ —	$ 229,004
Client relationships	9 to 15	32,101	(15,076)	17,025
Noncompete agreements	3 to 5	2,407	(2,407)	—
Trademarks and trade names	Indefinite	4,892	—	4,892
Trademarks and trade names	1 to 3	7,627	(2,646)	4,981
Core technology	3 to 5	41,376	(29,493)	11,883
Client backlog	1.5	232	(232)	—
Intangible assets, net		$ 88,635	$ (49,854)	$ 38,781

The fair value of intangible assets was derived based on the income approach. This fair value measurement is based on significant inputs that are not observable in the market. Key assumptions utilized in the management's analysis included the following:

- Revenues and expense forecasts used in the evaluation were based on trends of historical performance and management's estimate of future performance.
- Cash flows utilized in the discounted cash flow analysis were estimated using a weighted-average cost of capital.

During the year ended June 30, 2020, the Company recognized a purchase price adjustment of $305,000 related to the OnePlace Pte Ltd. acquisition that occurred in May 2019, which increased goodwill and the net liabilities acquired. The amortization expense for intangible assets recognized for the years ended June 30, 2019 and 2020 and the nine months ended March 31, 2020 and 2021, was $8.4 million, $11.3 million, $8.5 million, and $8.0 million, respectively.

The changes in the gross amount of goodwill for the year ended June 30, 2020 and nine months ended March 31, 2021, were as follows (in thousands):

	Amount
Balance as of June 30, 2019	$ 227,930
Foreign currency translation	(243)
Purchase price adjustment	305
Balance as of June 30, 2020	$ 227,992
Foreign currency translation	1,012
Balance as of March 31, 2021	$ 229,004

As of June 30, 2020, the estimated aggregate amortization expense for each of the five succeeding years and thereafter is as follows (in thousands):

Year Ending June 30,	Amount
2021	$ 10,618
2022	10,235
2023	6,326
2024	4,954
2025	2,584
2026 and thereafter	7,197
Total remaining amortization	$ 41,914

As of March 31, 2021, the estimated aggregate amortization expense for each of the five succeeding years and thereafter is as follows (in thousands):

Year Ending June 30,	Amount
2021 (for the remaining 3 months)	$ 2,593
2022	10,235
2023	6,326
2024	4,954
2025	2,584
2026 and thereafter	7,197
Total remaining amortization	$ 33,889

Business Combinations

DealCloud, Inc.

On August 13, 2018, the Company acquired 100% equity interest in DealCloud, Inc. (“DealCloud”), a cloud software company based in Charlotte, North Carolina which specializes in CRM and deal management for investment banking and private equity firms.

The consideration for the acquisition consisted of cash of $123.3 million. The results of operations of DealCloud have been included in the Company’s consolidated statements of operations from the date of acquisition.

The goodwill balance is primarily attributable to the expected revenue opportunities with the Company’s applications and services offerings, assets acquired and acquired workforce. Generally, the related amortization is not deductible for tax purposes.

In connection with the acquisition of DealCloud, the Company incurred $1.4 million of transaction expenses, which are included in general and administrative expenses in the consolidated statements of operations for the year ended June 30, 2019.

The following table summarizes the allocation of the consideration to the fair values of the assets acquired and liabilities assumed at the acquisition date (in thousands):

	Amount
Cash paid	$ 123,301
Goodwill	$ 97,693
Trademarks and trade names	3,300
Core technology	18,500
Client relationships	9,300
Favorable lease agreement	190
Net liabilities acquired (inclusive of deferred tax liabilities of $6,804)	(5,682)
Total	$ 123,301

gwabbit Inc.

On March 27, 2019, the Company acquired 100% equity interest in gwabbit, Inc. (“gwabbit”) for cash consideration of $8.0 million. The results of operations of gwabbit have been included in the Company’s consolidated statements of operations from the date of acquisition.

The goodwill balance is primarily attributable to the expected revenue opportunities with the Company’s applications and services offerings, assets acquired and acquired workforce. Generally, the related amortization is not deductible for tax purposes.

In association with the acquisition of gwabbit, the Company incurred $341,000 of transaction expenses, which are included in general and administrative expenses in the consolidated statements of operations for the fiscal year ended June 30, 2019.

The following table summarizes the allocation of the consideration to the fair values of the assets acquired and liabilities assumed at the acquisition date (in thousands):

	Amount
Cash paid	$ 7,954
Goodwill	$ 6,874
Core technology	1,800
Client relationships	800
Net liabilities acquired (inclusive of deferred tax liabilities of $526)	(1,520)
Total	$ 7,954

OnePlace Pte Ltd.

On May 17, 2019, the Company acquired 100% equity interest in OnePlace Holdings Pte. Ltd (“OnePlace”), a provider of cloud-based solutions for marketing and business development teams.

The consideration for the acquisition consisted of cash of $62.5 million. The results of operations of OnePlace have been included in the Company’s consolidated statements of operations from the date of acquisition.

The goodwill balance is primarily attributable to the expected revenue opportunities with the Company’s applications and services offerings, assets acquired and acquired workforce. Generally, the related amortization is not deductible for tax purposes.

In association with the acquisition of OnePlace, the Company incurred $1.6 million of transaction expenses, which are included in general and administrative expenses in the consolidated statements of operations for the fiscal year ended June 30, 2019.

The following table summarizes the allocation of the consideration to the fair values of the assets acquired and liabilities assumed at the acquisition date (in thousands):

	Amount
Cash paid	$ 62,474
Goodwill	$ 52,562
Trademarks and trade names	4,200
Core technology	7,100
Client relationships	3,900
Net liabilities acquired (inclusive of deferred tax liabilities of $2,584)	(5,288)
Total	$ 62,474

Unaudited Pro Forma information

The results of operations of the acquisitions of DealCloud, Gwabbit and OnePlace (the "Acquisitions") have been included in our consolidated statements of operations from their acquisition dates. Due to the integration of the combined businesses since the date of acquisition, it is impracticable to determine the revenues and earnings contributed by these Acquisitions for the year ended June 30, 2020 and the nine months ended March 31, 2020 and 2021.

The following unaudited pro forma combined financial information presents the Company's results for the year ended June 30, 2019 as if the Acquisitions had occurred as of July 1, 2018 (in thousands):

	Amount (As adjusted)*
	(unaudited)
Pro forma revenues	$ 151,389
Pro forma net loss	$ (24,247)

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

The pro forma results include the accounting effects resulting from the Acquisitions such as the amortization charges from acquired intangible assets, reversal of transaction costs and other payments directly related to the Acquisitions. The unaudited pro forma combined financial information presented does not purport to present what the actual results would have been had the Acquisitions actually occurred on July 1, 2018, nor is the information intended to project results for any future period.

5. Property and equipment

Property and equipment consist of the following (in thousands):

	June 30,		March 31,
	2019	2020	2021
Computer equipment and software	$ 1,226	$ 1,305	$ 1,516
Capitalized software	2,087	4,409	5,957
Furniture and office equipment	873	1,148	2,188
Leasehold improvements	1,937	2,395	5,408
Construction in progress	—	1,729	—
	6,123	10,986	15,069
Less: accumulated depreciation and amortization	(1,678)	(2,814)	(4,641)
	$ 4,445	$ 8,172	$ 10,428

The Company recorded $559,000 and $1.4 million in depreciation and amortization expense for the years ended June 30, 2019 and 2020, respectively, and $1.0 million and $1.8 million for the nine months ended March 31, 2020 and 2021, respectively.

6. Commitments and contingencies

Operating Leases

The Company leases the majority of its office space in the US, U.K. and Australia under noncancelable operating leases, which have various expiration dates through fiscal 2031. Minimum rent payments under operating leases are recognized on a straight-line basis over the term of the lease, including any periods of free rent and rent concessions. Total rent expense for the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, was $3.5 million, $7.8 million, $5.6 million, and $6.0 million, respectively.

As of June 30, 2020, future minimum lease payments under noncancelable operating leases are as follows (in thousands):

Year ending June 30,	Amount
2021	$ 8,001
2022	8,181
2023	7,172
2024	2,738
2025	1,921
2026 and thereafter	10,717
Total future minimum lease payments	$ 38,730

Software and Other

In the ordinary course of business, the Company enters into commitments to purchase or subscribe to software that is required to conduct its business activities. Such commitments are due as follows (in thousands):

Year Ending June 30,	Amount
2021	$ 1,138
2022	273
2023	286
2024	61
2025	60
Total future minimum payments	$ 1,818

The Company also has a commitment towards its cloud hosting service provider in the amount of $6.8 million as of June 30, 2020. This amount will be paid over the next two years at $3.3 million and $3.5 million, respectively, of which $2.6 million was paid during the nine months ended March 31, 2021.

Litigation

In the ordinary course of business, the Company often includes standard indemnification provisions in its commercial arrangements. Pursuant to these provisions, the Company may be obligated to indemnify such parties for losses or claims suffered or incurred in connection with its products, services, breach of representations or covenants, intellectual property infringement or other claims made against such parties.

It is not possible to determine the maximum potential amount under these indemnification obligations due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular arrangement. The Company has never incurred material amounts under these provisions. Accordingly, the Company has no liabilities recorded for the provisions as of June 30, 2020 and March 31, 2021.

7. Debt

In September 2013, the Company obtained a revolving and term credit facility (as amended, the “credit agreement”) from a lender. The revolving credit facility, as amended, (the “revolving credit facility”) provides for a maximum of $5.0 million in available credit and the term loans, as amended, (the “term loans”) provide for borrowings of $65.0 million. The credit agreement allows for letters of credit not to exceed $0.1 million. Under the revolving credit facility, amounts drawn may be repaid and reborrowed at any time during the term

of the agreement. The outstanding principal amount of the draws, together with any accrued and unpaid interest shall be due and payable on the maturity date or, if earlier, on the date on which they are declared due and payable pursuant to the credit agreement. The Company may prepay the term loans at any time with an applicable prepayment premium. Any principal amount of the term loans that is repaid or prepaid may not be reborrowed. The outstanding principal amount of the term loans, together with any accrued and unpaid interest, shall be due and payable on the maturity date or, if earlier, on the date on which they are declared due and payable pursuant to the agreement.

In August 2018, the Company entered into an agreement to amend the above-mentioned credit agreement to increase the total borrowing capacity to $210.0 million, consisting of $200.0 million term loan and $10.0 million revolving line of credit.

In March 2019, the Company drew down $8.0 million from the revolving credit facility. The $8.0 million was fully repaid in May 2019.

Further, in May 2019, the Company entered into an agreement to amend the above-mentioned credit agreement to increase the total borrowing capacity to $283.0 million, consisting of $273.0 million term loan and $10.0 million revolving line of credit. The maturity date of the credit agreement is August 2023.

The revolving credit facility and term loans bear a floating rate of interest, which the Company selects at the beginning of a period between (i) a LIBOR loan, for which the interest rate is calculated as the then-current LIBOR rate, with a floor of 1.00%, plus 7.25%, and (ii) an Index Loan, for which the interest rate is calculated as the then-current Wall Street Journal Prime rate, with a floor of 2.00%, plus 6.25%. The credit facility is collateralized by substantially all assets of the Company.

The credit agreement contains certain restrictive covenants which, among other things, requires the Company to meet a defined financial ratio as well as maintain a specified minimum liquidity amount. The Company is in compliance with all of the covenants as of June 30, 2020 and March 31, 2021.

As of June 30, 2019, the Company had borrowed $273.0 million under the term loan and this amount was outstanding as of June 30, 2020 and March 31, 2021. During the year ended June 30, 2020, the Company borrowed and repaid amounts against the revolving credit facility, borrowing a total of $15.0 million over the course of the fiscal year, of which $5.0 million was repaid as of June 30, 2020. As of June 30, 2020, $10.0 million remained outstanding under the revolving credit facility. During the nine months ended March 31, 2021, the Company repaid $5.0 million on the revolving credit facility. As of March 31, 2021, $5.0 million remains outstanding under the revolving credit facility.

The Company incurred $4.6 million in financing costs, in connection with the two amendments mentioned above that are deferred and amortized over the term of the credit agreement in interest expense using the effective interest method. Amortization expense recognized on deferred financing costs totaled $782,000, $1.2 million, $855,000, and $852,000 for the years ended June 30, 2019 and 2020, and the nine months ended March 31, 2020 and 2021, respectively, and is included in interest expense in the consolidated statements of operations. The components of debt are as follows (in thousands):

	June 30,		March 31,
	2019	2020	2021
Outstanding term loan facility	$273,000	$273,000	$ 273,000
Outstanding revolving credit facility	—	10,000	5,000
Less: deferred financing costs	(4,680)	(3,542)	(2,690)
Debt, net	$268,320	$279,458	$ 275,310

Debt-related interest expense for the years ended June 30, 2019 and 2020, and the nine months ended March 31, 2020 and 2021, was $19.2 million, $26.7 million, $20.0 million, and $17.7 million, respectively, net of amortization of financing costs, and $2.1 million, $6.6 million, and $5.5 million is accrued as interest payable on the outstanding term loans and revolving credit facility as of June 30, 2019 and 2020, and as of March 31, 2021, respectively. The weighted average interest rate for the years ended June 30, 2019 and 2020, and the nine months ended March 31, 2020 and 2021, was 9.7%, 9.6%, 9.6%, and 8.3%, respectively.

8. Capital stock

As of June 30, 2020 and March 31, 2021, the authorized capital of the Company consists of 60,000,000 and 65,000,000 shares of common stock, respectively, and 19,870,040 shares of convertible preferred stock, of which 1,846,154 are designated as Series A-1 convertible preferred stock and 18,023,886 are designated as Series A convertible preferred stock. All classes of the Company's stock have a par value of $0.001 per share.

In March 2019, the Company issued 250,000 shares of common stock at $12.00 per share.

In October 2019, the Company issued 923,077 shares of Series A-1 convertible preferred stock for a total amount of $12.0 million to a single investor. Additionally, under this share purchase agreement, the investor agreed to purchase 1 share of Series A-1 convertible preferred stock for each share of common stock purchased by the Company under the tender program offered to its current and former employees up to a maximum of 923,077 shares at a price of $13.00 per share. All terms remained the same as existing Series A convertible preferred stock.

In October 2019, the Company launched a tender offer to repurchase up to a maximum of 923,077 shares of common stock at a price of $12.00 per share from its current and former employees. Under this program employees owning shares or fully vested options as of the record date (September 9, 2019) of the tender offer were eligible to participate. The Company repurchased 348,981 shares, of which 184,251 were shares of common stock and 164,730 were fully vested options to purchase shares of common stock. Total consideration was $3.6 million, net of proceeds from the exercise of fully vested options and includes $883,000 of stock-based compensation costs.

In November 2019, the Company issued 348,981 shares of Series A-1 convertible preferred stock to the investor under the share purchase agreement.

In August 2020, the Company issued 2,432,545 shares of common stock at $12.00 per share for total proceeds of $29.2 million to certain existing shareholders. Additionally, the Company repurchased 200,000 shares of the Company's common stock from the Chief Financial Officer at a price of $12.00 per share for an aggregate purchase price of $2.4 million. In anticipation of this transaction, the Company also amended its certificate of incorporation to increase its authorized number of common shares to 65,000,000.

In February 2021, a director of the Company exercised his option to purchase 300,000 shares of the Company's common stock prior to vesting for an aggregate price of approximately $4.4 million. As of March 31, 2021, these shares were subject to repurchase by the Company if the vesting conditions are not met, at the price paid by the purchaser.

There are 17,762,379 shares of Series A convertible preferred stock, 1,272,058 shares of Series A-1 convertible preferred stock and 24,331,569 shares of common stock outstanding as of June 30, 2020.

There are 17,762,379 shares of Series A convertible preferred stock, 1,272,058 shares of Series A-1 convertible preferred stock and 29,242,726 shares of common stock outstanding as of March 31, 2021.

Common shares have been reserved as of June 30, 2020 and March 31, 2021 for the following:

	June 30, 2020	March 31, 2021
Conversion of convertible preferred stock	19,034,437	19,034,437
Stock option plan:		
Outstanding options	11,227,806	13,637,676
Reserved for future grants	3,957,205	1,423,723
	34,219,448	34,095,836

The holders of Series A and Series A-1 convertible preferred stock have various significant rights and preferences, as follows:

Dividend provisions

Holders of Series A and Series A-1 are entitled to receive cumulative dividends at the per-annum rate of 8%, which are payable when and if declared by the Board of Directors. The holders of convertible preferred stock are also entitled to participate in dividends on common stock, when and if declared by the Board of Directors, based on the number of shares of common stock that would be held on an as-if-converted basis. No dividends on convertible preferred stock or common stock have been declared from inception to date. Series A cumulative unpaid and undeclared dividends are $24.9 million, $38.0 million, and $48.5 million, as of June 30, 2019 and 2020 and March 31, 2021, respectively. Series A-1 cumulative unpaid and undeclared dividends are $966,000 and $2.0 million as of June 30, 2020 and March 31, 2021, respectively.

Liquidation preference

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, or a “Deemed Liquidation Event” (defined as a merger or consolidation involving the Company effecting a change of control or a sale of substantially all the assets of the Company), the liquidation preference is the greater of (i) $7.445675 per share for Series A and $13.00 per share for Series A-1 plus cumulative unpaid and undeclared dividends and (ii) such amount per share as would have been payable had all shares of preferred stock been converted into common stock prior to such liquidation, dissolution, winding up or Deemed Liquidation Event, prior to any distributions to the common shareholders.

Upon completion of the above distribution, the remaining assets of the Company available for distribution to shareholders will be distributed among the holders of common stock pro rata based on the number of shares held by each such holder.

Conversion rights

Each share of convertible preferred stock is convertible, at the option of the holder, into such number of fully paid and nonassessable shares of common stock as is determined by dividing the original issuance price for a share by the conversion price at the time in effect for such share. Each share of Series A and Series A-1 would convert into common stock on a one-for-one basis. Each share of convertible preferred stock automatically converts into the number of shares of common stock into which such shares are convertible at the then- effective conversion ratio upon the closing of a public offering in which the implied valuation is at least $1 billion and resulting in gross proceeds of at least $100 million received by the Company, or upon the consent of the holders of a majority of convertible preferred stock.

At any time after April 27, 2021, certain significant investors shall have the right to cause the Company to initiate a “Sale Event,” which shall mean a) a transaction or a series of related transactions where an investor

who is not one of these significant shareholders acquires more than 50% of the outstanding voting power of the Company, or b) a transaction that is or could be treated as a Deemed Liquidation Event (as defined above).

Voting rights

On any matter presented generally to the stockholders of the Company, the holder of each share of convertible preferred stock has voting rights equal to the number of shares of common stock into which it is convertible and votes together as one class with the common stock. Each share of common stock is entitled to one vote. With respect to the election of directors of the Company, the holders of the convertible preferred stock, voting together as a separate class, have the right to elect two directors and the holders of common stock, voting together as a separate class, have the right to elect three directors.

Redemption

The convertible preferred stock is not subject to redemption by the Company except in the event of a Deemed Liquidation Event (as defined above). The Series A and Series A-1 convertible preferred stock do not have a defined redemption date; therefore, the redemption value is not being accreted and is only disclosed on the face of the accompanying consolidated balance sheet.

The Company classified the convertible preferred stock outside of stockholders' deficit because, in the event of certain liquidation events that are not solely within its control, the shares would become redeemable at the option of the holders. The Company did not adjust the carrying values of the convertible preferred stock to the current redemption value of such shares since a liquidation event was not probable at any of the balance sheet dates. Subsequent adjustments to increase or decrease the carrying values to the ultimate redemption value will be made only if and when it becomes probable that such a liquidation event will occur.

9. Stock option plan and stock-based compensation

In December 2012, the Company's Board of Directors adopted, and its stockholders approved, the Company's 2012 Stock Option and Grant Plan. The Company's 2012 Plan allows for the grant of awards in the form of: (i) incentive stock options, (ii) non-qualified stock options; (iii) restricted stock awards; (iv) unrestricted stock awards, or any combination of the foregoing. Employees, non-employee directors, and consultants of the Company are eligible to participate in the 2012 Plan.

As of June 30, 2020 and March 31, 2021, there were 11,227,806 and 13,637,676 options outstanding and 3,957,205 and 1,423,723 shares remained available for future grants under the 2012 Plan, respectively. Options granted under the option plan generally become exercisable ratably over a four-year period following the date of grant and expire 10 years from the date of grant. The exercise price of incentive stock options granted under the option plan must be at least equal to 100% of the fair value of the Company's common stock at the date of grant, as determined by the Board of Directors. The exercise price of incentive options granted to a stockholder holding at least 10% of the combined voting power of all classes of stock must be at least 110% of the fair value of the Company's common stock at the date of grant, as determined by the Board of Directors.

Information with respect to total options outstanding is as follows:

	Outstanding options	Weighted-average exercise price	Weighted-average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Balance as of June 30, 2019	10,774,672	$ 5.32	7.20	$ 11,406
Granted	1,673,760	9.01		
Exercised	(474,762)	3.66		
Forfeited	(745,864)	6.73		
Balance as of June 30, 2020	11,227,806	$ 5.84	6.63	$ 42,108
Granted	5,321,748	13.46		
Exercised	(2,678,612)	5.44		
Forfeited	(233,266)	8.33		
Balance as of March 31, 2021	13,637,676	$ 8.85	7.36	$ 169,366
Vested and exercisable as of June 30, 2020	8,317,308	$ 4.99	5.98	$ 37,250
Vested and expected to vest as of June 30, 2020	11,214,890	$ 5.84	6.62	$ 42,082
Vested and exercisable as of March 31, 2021	8,291,904	$ 6.67	6.24	$ 121,090
Vested and expected to vest as of March 31, 2021	13,637,676	$ 8.85	7.36	$ 169,366

The weighted-average grant date fair value of options granted during the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, was $1.56, $3.50, $3.60, and $5.61, respectively. Intrinsic value of options exercised during the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, was $806,000, $2.6 million, $1.3 million, and $17.5 million, respectively.

During the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, the proceeds from option exercises totaled $2.9 million, $1.7 million, $1.3 million, and $14.6 million, respectively. The proceeds from option exercises during the nine months ended March 31, 2021 includes $4.4 million for 300,000 options that were exercised for shares of common stock prior to vesting. These proceeds have been classified as other liabilities on the consolidated balance sheet as of March 31, 2021 and will be reclassified into additional paid-in-capital as the shares vest.

The Company has elected the “with-and-without” method regarding tax benefits derived from stock option awards. Under this method, the Company does not recognize tax benefits from option awards until all deferred tax assets generated from the Company’s net operating loss carryforwards are fully utilized.

During the year ended June 30, 2019, the Company granted 717,500 options with vesting terms based on continued service and meeting certain recurring annual contract value targets. Total compensation expenses recognized during the years ended June 30, 2019 and 2020 and nine months ended March 31, 2020 and 2021, in connection with these options was $227,000, $512,000, $196,000, and $65,000, respectively. As of June 30, 2020, the amount of unrecognized compensation expense relating to these options was $59,000 and is expected to be recognized over the next three months. There were no unrecognized compensation expense relating to these options as of March 31, 2021.

During the year ended June 30, 2020, the Company granted 175,000 options with vesting terms based on continued service and meeting certain recurring annual contract value targets. Total compensation expenses recognized during the year ended June 30, 2020 and the nine months ended March 31, 2020 and 2021 in connection with these options was $54,000, $41,000, and $249,000, respectively. As of June 30, 2020 and

March 31, 2021, the amount of unrecognized compensation expense relating to these options was $275,000 and $52,000, respectively, and is expected to be recognized over the next 2 years and 1.2 years, respectively.

During the nine months ended March 31, 2021, the Company granted 3,001,644 options with vesting terms based on continued service and meeting certain recurring annual contract value targets. The fair value of these options is recognized as compensation expense over the requisite service period, using the accelerated attribution method, once the performance condition becomes probable of being achieved. Total compensation expenses recognized during the nine months ended March 31, 2021 in connection with these options was $8.1 million. As of March 31, 2021, the amount of unrecognized compensation expense relating to these options was $6.7 million and is expected to be recognized over the next 1.5 years.

During the nine months ended March 31, 2021, the Company granted a non-employee director 300,000 options with vesting terms based on continued service and the effectiveness of a registration statement or a change of control of the Company occurring prior to May 31, 2022. The aggregate fair value of these options on the grant date is $1.8 million, and upon the effectiveness of the Company's initial public offering or a change of control of the Company, $0.9 million plus the expense for options that have partially satisfied the service condition on that date will be recognized immediately. The remaining compensation cost is expected to be recognized over the remaining service period.

Total stock-based compensation from option awards during years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, included in the consolidated statements of operations is $2.9 million, $3.3 million, $2.2 million, and $12.2 million, respectively. During the nine months ended March 31, 2020 and the year ended June 30, 2020, the Company also recognized additional stock-based compensation expense relating to the common stock and fully vested options that were bought back in the amount of $883,000, which represents the excess between the repurchase price and fair value of the common stock and fully vested options. During the nine months ended March 31, 2021, the Company also recognized additional stock-based compensation expense of $506,000 relating to the shares of common stock that were bought back, which represents the excess between the repurchase price and the fair value of common stock at the time of repurchase.

The Company recorded stock-based compensation expense in the consolidated statements of operations as follows (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Cost of revenues				
Cost of SaaS and support	$ 76	$ 203	$ 212	$ 188
Cost of professional services	117	439	358	639
Research and development	560	1,145	873	3,019
Sales and marketing	592	1,037	812	3,828
General and administrative	1,576	1,315	843	5,055
Total stock-based compensation	$2,921	$4,139	$ 3,098	$ 12,729

As of June 30, 2020 and March 31, 2021, there was approximately $5.9 million and $23.1 million, respectively, of unrecognized compensation cost related to unvested options granted, which is expected to be recognized over the weighted-average period of approximately 2 and 2.4 years, respectively.

The calculated fair value of employee option grants was estimated using the Black-Scholes option pricing model with the following weighted-average assumptions:

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Expected dividend yield	0%	0%	0%	0%
Risk-free interest rate	3%	2%	2%	0.4%
Expected volatility	38%	34%	34%	38%
Expected life (in years)	6	6	6	6

10. Restructuring

In April 2020, the Company undertook a re-organization and restructuring plan. The restructuring involved the organizational integration of the DealCloud acquisition and COVID-related headcount reductions across all functions. The Company recorded $3.7 million of restructuring charges during the year ended June 30, 2020 related to severance payments and termination benefits. As of June 30, 2020 and March 31, 2021, the total liabilities related to the restructuring plan were $2.4 million and $67,000, respectively. The restructuring was completed as of June 30, 2020. The Company expects to make the remaining cash payments for severance and related benefits earned as of June 30, 2020 under the restructuring plan throughout fiscal year 2021.

The following table presents activity for the restructuring plan during the year ended June 30, 2020 and nine months ended March 31, 2021 (in thousands):

	Amount
Balance—July 1, 2019	$ —
Restructuring charges	3,659
Cash payments	(1,281)
Balance—June 30, 2020	$ 2,378
Cash payments	(2,179)
Release of accrual	(132)
Balance—March 31, 2021	$ 67

11. Income Taxes

The components of loss before income taxes is as follows (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
US	$ (23,960)	$ (47,645)	$ (39,004)	$ (32,362)
Foreign	(985)	2,083	1,658	1,837
	$ (24,945)	$ (45,562)	$ (37,346)	$ (30,525)

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

The income tax (benefit)/expense consists of the following (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019	2020	2020	2021
Current				
Federal	$ (10)	$ —	$ —	$ —
State	79	18	32	25
Foreign	141	628	687	707
	210	646	719	732
Deferred				
Federal	(7,238)	—	—	—
State	(638)	(195)	(130)	(82)
Foreign	(140)	(98)	(302)	(321)
	(8,016)	(293)	(432)	(403)
Income tax (benefit)/expense	$ (7,806)	$ 353	$ 287	$ 329

The income tax (benefit)/expense differs from the amount computed by applying the statutory federal income tax rate as follows (in thousands):

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
Federal tax (benefit)/expense:				
At statutory rate	$ (5,239)	$ (9,568)	$ (7,842)	$ (6,410)
Nondeductible acquisition costs	2	—	30	1,161
State tax (net of federal benefit)	53	30	(97)	(57)
Research credits	(628)	(1,098)	(899)	115
Change in valuation allowance	(2,437)	10,921	8,602	4,615
Other	443	68	493	905
	$ (7,806)	$ 353	$ 287	$ 329

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

Deferred tax assets and liabilities are as follows (in thousands):

	June 30, 2019 (As adjusted)*	2020 (As adjusted)*	March 31, 2021
Deferred tax assets			
Nondeductible accrued expenses	$ 1,745	$ 1,927	$ 1,927
Net operating loss carryforwards	17,560	18,064	20,309
Research and development credit	3,953	5,476	5,286
Stock-based compensation	650	1,044	1,044
Interest carryforwards	4,804	11,287	15,881
Deferred revenue, net	224	587	587
Other	331	464	451
Valuation allowance	(7,622)	(20,723)	(28,935)
Total deferred tax assets	21,645	18,126	16,550
Deferred tax liabilities			
Revenue recognition	(8,805)	(6,580)	(4,935)
Deferred sales commissions	(2,314)	(3,065)	(3,065)
Fixed assets	(862)	(724)	(724)
Purchased intangibles	(12,574)	(10,373)	(10,052)
Total deferred tax liabilities	(24,555)	(20,742)	(18,776)
Net deferred tax liabilities	$ (2,910)	$ (2,616)	$ (2,226)

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

The Company adopted ASC 606 effective July 1, 2020 using the full retrospective method of adoption and recorded an increase of $8.8 million in deferred tax liabilities related to deferred revenue and an increase of $1.0 million in deferred tax liabilities related to deferred commissions as of June 30, 2019, which was fully offset by a decrease in the valuation allowance. The Company recorded a decrease of $0.7 million in deferred tax assets and an increase in deferred tax liabilities of $6.6 million related to deferred revenue and an increase of $1.1 million in deferred tax liabilities related to deferred commissions as of June 30, 2020, which was fully offset by a decrease in the valuation allowance.

As of June 30, 2020, the Company has federal, California and other state net operating loss carryforwards of approximately $72.6 million, $18.1 million and $23.7 million, respectively, as adjusted to reflect the impact of the full retrospective adoption of Topic 606, which expire beginning in the year 2027. As of June 30, 2020, the Company has federal and state research credit carryforwards of approximately $4.7 million and $4.0 million, respectively, expiring beginning in 2027 for federal. The state credits can be carried forward indefinitely.

As of March 31, 2021, the Company has federal, California and other state net operating loss carryforwards of approximately $79.1 million, $18.9 million and $27.0 million, respectively, as adjusted to reflect the impact of the full retrospective adoption of Topic 606, which expire beginning in the year 2027. As of March 31, 2021, the Company has federal and state research credits carryforwards of approximately $4.5 million and $3.9 million, respectively, expiring beginning in 2027 for federal. The state credits can be carried forward indefinitely.

Federal and state tax laws impose substantial restrictions on the utilization, for tax purposes, of net operating loss and credit carryforwards in the event of an ownership change as defined in Section 382 of the Internal Revenue Code. Accordingly, the Company's ability to utilize these carryforwards may be limited as a result of such ownership change. Such a limitation could result in the expiration of carryforwards before they are utilized.

In assessing the need for a valuation allowance, the Company considered all available evidence both positive and negative, including historical levels of income, legislative developments, expectations and risks associated with estimates of future taxable income, and prudent and feasible tax planning strategies.

As a result of this analysis as of June 30, 2019 and 2020 and March 31, 2021, the Company has determined that it is more likely than not that it will not realize the benefits of its deferred tax assets due to continuing losses and therefore has recorded a valuation allowance of $7.6 million, $20.7 million, and $28.9 million, respectively, as adjusted to reflect the impact of the full retrospective adoption of Topic 606, to reduce the carrying value of its deferred tax assets.

As of June 30, 2020 and March 31, 2021, the Company has accumulated undistributed earnings generated by foreign subsidiaries of approximately $0.3 million and $2.1 million, respectively. The Company intends, however, to indefinitely reinvest these earnings and expect future U.S. cash generation to be sufficient to meet future U.S. cash needs. The Company has not recognized deferred taxes related to the federal and state income taxes and foreign withholding taxes on the undistributed earnings of foreign subsidiaries indefinitely reinvested outside the United States.

It is the Company's policy to recognize interest and penalties related to income tax matters in income tax expense. As of June 30, 2019 and 2020, and March 31, 2021, the Company had no accrued interest and penalties related to uncertain tax positions.

The Company does not anticipate any significant increases or decreases to its unrecognized tax benefits in the next 12 months. There is no applicable lapse of the statute of limitations in the next 12 months.

The Company files income tax returns in the US federal jurisdiction and various state jurisdictions. In the normal course of business, the Company is subject to examination by taxing authorities throughout the nation. The Company is not currently under audit by the Internal Revenue Service or other similar state and local authorities. All tax years remain open to examination by major taxing jurisdictions to which the Company is subject.

The following table summarizes the activity related to the Company's unrecognized tax benefits (in thousands):

	June 30,		March 31,
	2019	2020	2021
Beginning of the year, unrecognized tax benefits	$1,625	$2,082	$ 2,783
Decreases, prior year tax positions	(10)	—	(417)
Increases, current year tax positions	467	701	336
End of the year, unrecognized tax benefits	$2,082	$2,783	$ 2,702

None of the tax benefits included in the balance of unrecognized tax benefits as of June 30, 2019 and 2020, and March 31, 2021, if recognized, would affect the effective tax rate. The balance of $2.1 million, $2.8 million, $2.7 million, of tax benefits included in the balance of unrecognized tax benefits as of June 30, 2019 and 2020, and March 31, 2021, respectively, would result in adjustments to other tax accounts, primarily deferred taxes.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was enacted. The CARES Act was signed into law with the intention of providing economic relief to address the effects of the COVID-19 pandemic in the United States, which had several changes to corporate income tax law. Significant changes were made to the net operating loss carryforward and carryback rules, business interest expense limitation rules under section 163(j) and other provisions. No provisions of the CARES Act are expected to have a material impact to the Company's income tax provision for the year ended June 30, 2020 or the nine months ended March 31, 2021. The Company will keep monitoring the impact that the COVID-19 pandemic and/or the CARES Act will have on the Company and reflect any tax effects in the corresponding periods.

12. Net loss per share

The following table sets forth the computation of basic and diluted net loss per share for the periods indicated (in thousands, except share and per share data):

	Year ended June 30,		Nine months ended March 31,	
	2019 (As adjusted)*	2020 (As adjusted)*	2020	2021
Numerator				
Net loss	$ (17,139)	$ (45,915)	$ (37,633)	$ (30,854)
Less: cumulative dividends allocated to preferred shareholders	(12,044)	(14,048)	(10,353)	(11,581)
Net loss attributable to common stockholders	$ (29,183)	$ (59,963)	$ (47,986)	$ (42,435)
Denominator				
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	23,338,800	24,109,146	24,079,727	27,587,758
Net loss per share attributable to common stockholders				
Basic and diluted	$ (1.25)	$ (2.49)	$ (1.99)	$ (1.54)

* As adjusted to reflect the impact of the full retrospective adoption of Topic 606. See Note 2 for a summary of adjustments.

Basic net loss per share is the same as diluted net loss per share because we reported net losses for all periods presented. We excluded the following potential shares of common stock from the calculation of diluted net loss per share attributable to common stockholders because these would be anti-dilutive:

	As of June 30,		As of March 31,	
	2019	2020	2020	2021
Convertible preferred stock (on an if-converted basis)	17,762,379	19,034,437	19,034,437	19,034,437
Stock options to purchase common stock	10,774,672	11,227,806	11,501,631	13,637,676
Total	28,537,051	30,262,243	30,536,068	32,672,113

13. Employee benefit plans

On December 22, 2012, the Company adopted a 401(k) plan (the 401(k) Plan) for all US employees who have met certain eligibility requirements. Under the 401(k) Plan, employees may elect to contribute up to 100% of their eligible compensation, subject to certain limitations. The Company may make discretionary and matching contributions to the 401(k) Plan each year for the preceding calendar year. The Company incurred matching expenses of $1.4 million, $2.2 million, $1.6 million, and $1.8 million for the years ended June 30, 2019 and 2020, and the nine months ended March 31, 2020 and 2021, respectively. The Company also offers group pension plans for all U.K. and Australian employees who have met certain eligibility requirements. The Company makes matching contributions to the group pension plan each month. The Company incurred matching expenses of $464,000, $698,000, $523,000, and $636,000, for the years ended June 30, 2019 and 2020, and nine months ended March 31, 2020 and 2021, respectively.

14. Subsequent events

The Company evaluated subsequent events through January 29, 2021, the date on which the June 30, 2020 financial statements were originally issued, and May 11, 2021, the date on which the retrospectively revised June 30, 2020 financial statements were issued (as to the effects of the adoption of ASC 606 described in Note 2).

For the unaudited nine months ended March 31, 2021, the Company evaluated subsequent events through June 21, 2021, the date on which these interim financial statements were issued.

In July 2020, the Company entered into a subscription and purchase agreement with certain existing shareholders to sell them shares of common stock at a price of $12.00 per share and a stock purchase agreement with the Chief Financial Officer to repurchase 200,000 shares of the Company's common stock at a price of $12.00 per share. In anticipation of this transaction the Company also amended its certificate of incorporation to increase its authorized number of common shares to 65,000,000. In August 2020, the Company issued 2,432,545 shares of common stock for total proceeds of $29.2 million and repurchased common stock for an aggregate price of $2.4 million.

In November 2020, the Company's Board of Directors approved an increase in the number of shares of common stock reserved for issuance under the 2012 Plan by 2,555,000 shares of common stock.

In January 2021, the Company entered into a director services agreement with Mr. Charles Moran, a director of the Company to engage him as a special advisor for a 12-month term for financial advice and advice in connection with the Company's initial public offering. As consideration for Mr. Moran's services, the Company granted him an option to purchase up to 300,000 shares of the Company's common stock with an aggregate fair value on the grant date of $1.8 million, one-half of which will vest upon the effectiveness of a registration statement or a change of control of the Company occurring prior to May 31, 2022, and one-half of which will vest on the first anniversary of that date. If a registration statement does not become effective or if there is not a change of control of the Company prior to May 31, 2022, the Company's Board will determine which portion (if any) of the options will vest. In February 2021, Mr. Moran exercised his option to purchase all 300,000 shares of our common stock for an aggregate price of approximately $4.4 million. Pursuant to the option award agreement, these restricted shares are subject to repurchase by the Company if the option vesting conditions are not met.

In April 2021, the Company entered into an agreement to acquire all outstanding shares of Repstor Limited ("Repstor") for initial cash consideration of £16.0 million, subject to certain adjustments, plus additional maximum contingent payments of £20.5 million based upon the achievement of certain performance measures. Repstor is a company based in Belfast, Northern Ireland and engaged in the creation of Microsoft 365-based enterprise content management and team collaboration tools. The transaction was consummated on June 1, 2021.

In April 2021, the Company's Board of Directors approved an increase in the number of shares of common stock reserved for issuance under the 2012 Plan by 404,325 shares of common stock.

In June 2021, the Company entered into a commitment letter with J.P. Morgan Chase Bank, N.A. with respect to $50 million under a revolving credit facility; however, the terms of our financing arrangements have not yet been determined, remain under discussion, and are subject to change, including as a function of market conditions.

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Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

10,500,000 Shares

Intapp, Inc.

Common Stock

PRELIMINARY PROSPECTUS

J.P. Morgan **BofA Securities** **Credit Suisse**

Piper Sandler **Raymond James**

Oppenheimer & Co. **Stifel** **Truist Securities**

, 2021

Part II

Information not required in prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all costs and expenses, other than estimated underwriting discounts and commissions payable by us, in connection with the offer and sale of the securities being registered. All amounts shown are estimates except for the SEC registration fee, the Financial Industry Regulatory Authority, Inc. (FINRA) filing fee and the exchange listing fee.

	Amount to be paid
SEC registration fee	$ 36,887
FINRA filing fee	$ 50,675
Listing fees	$ 250,000
Printing and engraving expenses	$ 700,000
Legal fees and expenses	$ 3,800,000
Accounting fees and expenses	$ 3,700,000
Transfer agent and registrar fees and expense	$ 4,500
Miscellaneous	$ 357,938
Total	$ 8,900,000

Item 14. Indemnification of Directors and Officers.

We are incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law (the "DGCL"), provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. Our amended and restated bylaws will provide for indemnification by us of members of our board of directors, members of committees of our board of directors and of our other committees, and our officers, and allows us to provide indemnification for our agents and employees, and those serving another corporation, partnership, joint venture, trust or other enterprise at the request of the Registrant, in each case to the maximum extent permitted by the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions or (iv) for any transaction from which the director derived an improper personal benefit. Our certificate of incorporation will provide for such limitation of liability.

We plan on entering into separate indemnification agreements with each of our directors and officers which are in addition to our indemnification obligations under our certificate of incorporation. These indemnification agreements may require us, among other things, to indemnify our directors and officers against expenses and

liabilities that may arise by reason of their status as directors and officers, subject to certain exceptions. These indemnification agreements may also require us to advance any expenses incurred by our directors and officers as a result of any proceeding against them as to which they could be indemnified and to obtain and maintain directors' and officers' insurance.

We maintain standard policies of insurance under which coverage is provided (a) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (b) to us with respect to payments which may be made by us to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

The proposed form of underwriting agreement to be filed as Exhibit 1.1 to this Registration Statement will provide for indemnification of our directors and officers by the underwriters against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have issued the following unregistered securities.

Equity Issuances

- In March 2019, the Company sold 250,000 shares of common stock to HLUS Holdings LLC for a purchase price of $12.00 per share and $3,000,000 in the aggregate. The shares of common stock described above were issued in reliance on the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transactions did not involve a public offering. No underwriters were involved in the sale.
- In October 2019, the Company sold an aggregate of 923,077 shares of its Series A-1 convertible preferred stock to Anderson Investments Pte. Ltd at a purchase price of $13.00 per share for gross proceeds of $12,000,000. In November 2019, the Company sold an additional 348,981 shares of its Series A-1 convertible preferred stock to Anderson Investments Pte. Ltd. at a purchase price of $13.00 for gross proceeds of $4,536,753. The shares of Series A-1 convertible preferred stock described above were issued in reliance on the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transactions did not involve a public offering. No underwriters were involved in the sale.
- In July 2020, the Company sold (i) 1,178,806 shares of common stock to Anderson Investments Pte. Ltd. for a purchase price of $12.00 per share and $14,145,672 in the aggregate, (ii) 1,037,939 shares of common stock to Great Hill Equity Partners IV, L.P. and 3,728 shares of common stock to Great Hill Investors, LLC for a purchase price of $12.00 per share and $12,500,004 in the aggregate and (iii) 212,072 shares of common stock to John Hall for a purchase price of $12.00 per share and $2,544,864 in the aggregate. The shares of common stock described above were issued in reliance on the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transactions did not involve a public offering. No underwriters were involved in the sale.

Option and RSU Issuances

From March 31, 2021 through the filing date of this registration statement, we granted options to purchase an aggregate of 1,010,745 shares of our common stock under our equity compensation plans at a weighted-average exercise price of $21.34 per share.

The option and RSU issuances described above were exempt from registration under the Securities Act under either (1) Rule 701 in that the transactions were under compensatory benefit plans and contracts relating to compensation as provided under Rule 701 or (2) Section 4(a)(2) of the Securities Act as transactions by an issuer not involving any public offering. The recipients of such securities were the Registrant's employees,

consultants or directors and received the securities under the Registrant's equity compensation plans. The recipients of securities in each of these transactions represented their intention to acquire the securities for investment only and not with view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions.

Item 16. Exhibits and Financial Statement Schedules.

a. Exhibits

The exhibit index attached hereto is incorporated herein by reference.

b. Financial Statement Schedules

No financial statement schedules are provided because the information called for is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this registration statement or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and

2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

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Exhibit index

Exhibit no.	Description of exhibit
1.1	Form of Underwriting Agreement
3.1	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be in effect immediately prior to the closing of this offering
3.2	Form of Amended and Restated Bylaws of the Registrant, to be in effect immediately prior to the closing of this offering
4.1	Subscription and Purchase Agreement, dated as of March 28, 2019, by and among LegalApp Holdings, Inc. and HLUS Holdings LLC
5.1	Opinion of Shearman & Sterling LLP
10.1*†	Amended and Restated Credit Agreement, dated as of August 13, 2018, by and among Intapp, Inc., Integration Appliance, Inc., Golub Capital LLC, TC Lending, LLC, and other loan parties thereto
10.2*†	Amendment No. 1 to Amended and Restated Credit Agreement, dated May 17, 2019, by and among Intapp, Inc., Integration Appliance, Inc., Golub Capital LLC, TC Lending, LLC, and other loan parties thereto
10.3+	Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan
10.4+	Intapp, Inc. 2021 Employee Stock Purchase Plan
10.5+	Intapp, Inc. 2021 Omnibus Incentive Plan
10.6+	Form of Restricted Share Unit Award Agreement under the 2021 Omnibus Incentive Plan
10.7+	Form of Performance Share Unit Award Agreement under the 2021 Omnibus Incentive Plan
10.8+	Form of Stock Option Award Agreement under the 2021 Omnibus Incentive Plan
10.9*+	Form of Indemnification Agreement between the Registrant and each of its Executive Officers and Directors
10.10	Form of Stockholders' Agreement
10.11	Form of Registration Rights Agreement
10.12+	Employment Agreement, dated as of June 18, 2021, by and between Intapp, Inc. and John Hall
10.13+	Employment Agreement, dated as of June 18, 2021, by and between Intapp, Inc. and Stephen Robertson
10.14+	Employment Agreement, dated as of June 18, 2021, by and between Intapp, Inc. and Thad Jampol
10.15*+	Director Services Agreement, dated as of December 30, 2020, by and between Intapp, Inc. and Charles Moran
10.16*+	Consulting Agreement, dated March 1, 2016, by and between Integration Appliance, Inc. and Ralph Baxter
10.17*+	First Amendment to Consulting Agreement, dated April 28, 2017, by and between Integration Appliance, Inc. and Ralph Baxter
10.18*+	Second Amendment to Consulting Agreement, dated January 1, 2019, by and between Integration Appliance, Inc. and Ralph Baxter
10.19*+	Third Amendment to Consulting Agreement, dated April 29, 2019, by and between Integration Appliance, Inc. and Ralph Baxter
10.20*+	Fourth Amendment to Consulting Agreement, dated December 18, 2019, by and between Integration Appliance, Inc. and Ralph Baxter, Inc.

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Exhibit no.	Description of exhibit
10.21*+	Fifth Amendment to Consulting Agreement, dated June 16, 2020, by and between Integration Appliance, Inc. and Ralph Baxter, Inc.
10.22+	Sixth Amendment to Consulting Agreement, dated June 20, 2021, by and between Integration Appliance, Inc. and Ralph Baxter, Inc.
21.1*	List of Subsidiaries
23.1	Consent of Shearman & Sterling (included in Exhibit 5.1)
23.2	Consent of Deloitte & Touche LLP
24.1*	Powers of Attorney (included on the signature pages)
99.1*	Consent of Ralph Baxter pursuant to Rule 438
99.2*	Consent of Nancy Harris pursuant to Rule 438
99.3*	Consent of George Neble pursuant to Rule 438
99.4*	Consent of Marie Wieck pursuant to Rule 438

* Previously filed.
† Schedules (or similar attachments) have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted schedules (or similar attachments) upon request by the SEC.
\+ Indicates a management contract or compensatory plan

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Signatures

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Palo Alto, California on June 21, 2021.

INTAPP, INC.

By: /s/ John Hall
Name: John Hall
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the date indicated below:

Signature	Title	Date
/s/ John Hall John Hall	Chief Executive Officer and Director (principal executive officer)	June 21, 2021
/s/ Stephen Robertson Stephen Robertson	Chief Financial Officer (principal financial officer)	June 21, 2021
/s/ Kalyani Tandon Kalyani Tandon	Chief Accounting Officer (principal accounting officer)	June 21, 2021
* Chris Gaffney	Director	June 21, 2021
* Derek Schoettle	Director	June 21, 2021
* Mukul Chawla	Director	June 21, 2021
* Charles Moran	Director	June 21, 2021

*By: /s/ John Hall
John Hall
Attorney-in-fact

Exhibit 1.1

INTAPP, INC.

[●] Shares of Common Stock

Underwriting Agreement

[●], 2021

J.P. Morgan Securities LLC
BofA Securities, Inc.
Credit Suisse Securities (USA) LLC

As Representatives of the
several Underwriters listed
in Schedule 1 hereto

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010

Ladies and Gentlemen:

Intapp, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), an aggregate of [●] shares of common stock, par value $0.001 per share, of the Company ("Common Stock") (the "Underwritten Shares"). In addition, the Company proposes to issue and sell, at the option of the Underwriters, up to an additional [●] shares of Common Stock of the Company (the "Option Shares"). The Underwritten Shares and the Option Shares are herein referred to as the "Shares." The shares of Common Stock of the Company to be outstanding after giving effect to the sale of the Shares are referred to herein as the "Stock."

[J.P. Morgan Securities LLC] (the "Directed Share Underwriter") has agreed to reserve a portion of the Shares to be purchased by it under this Agreement, up to [●] Shares, for sale to the Company's [directors, officers, and certain employees and other parties related to the Company] (collectively, "Participants"), as set forth in the Prospectus (as hereinafter defined) under the heading "Underwriting" (the "Directed Share Program"). The Shares to be sold by the

Directed Share Underwriter and its affiliates pursuant to the Directed Share Program are referred to hereinafter as the "Directed Shares." Any Directed Shares not orally confirmed for purchase by any Participant by [●] [A/P].M., New York City time on the business day on which this Agreement is executed will be offered to the public by the Underwriters as set forth in the Prospectus.

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Shares, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-1 (File No. 333-256812), including a prospectus, relating to the Shares. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Preliminary Prospectus" means each prospectus included in such registration statement (and any amendments thereto) before effectiveness, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information, and the term "Prospectus" means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Shares. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively with the pricing information set forth on Annex A, the "Pricing Disclosure Package"): a Preliminary Prospectus dated [●], 2021 and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

"Applicable Time" means [●] [A/P].M., New York City time, on [●], 2021.

2. Purchase of the Shares. (a) The Company agrees to issue and sell the Underwritten Shares to the several Underwriters as provided in this underwriting agreement (this "Agreement"), and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase at a price per share of $[●] (the "Purchase Price") from the Company the respective number of Underwritten Shares set forth opposite such Underwriter's name in Schedule 1 hereto.

In addition, the Company agrees to issue and sell the Option Shares to the several Underwriters as provided in this Agreement, and the Underwriters, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, shall have the option to purchase, severally and not jointly, from the Company the Option Shares at the Purchase Price less an amount per share equal to any dividends or distributions declared by the Company and payable on the Underwritten Shares but not payable on the Option Shares. If any Option Shares are to be purchased, the number of Option Shares to be purchased by each Underwriter shall be the number of Option Shares which bears the same ratio to the aggregate number of Option Shares being purchased as the number of Underwritten Shares set forth opposite the name of such Underwriter in Schedule 1 hereto (or such number increased as set forth in Section 10 hereof) bears to the aggregate number of Underwritten Shares being purchased from the Company by the several Underwriters, subject, however, to such adjustments to eliminate any fractional Shares as the Representatives in their sole discretion shall make.

The Underwriters may exercise the option to purchase Option Shares at any time in whole, or from time to time in part, on or before the thirtieth day following the date of the Prospectus, by written notice from the Representatives to the Company. Such notice shall set forth the aggregate number of Option Shares as to which the option is being exercised and the date and time when the Option Shares are to be delivered and paid for, which may be the same date and time as the Closing Date (as hereinafter defined) but shall not be earlier than the Closing Date nor later than the tenth full business day (as hereinafter defined) after the date of such notice (unless such time and date are postponed in accordance with the provisions of Section 10 hereof). Any such notice shall be given at least two business days prior to the date and time of delivery specified therein.

(b) The Company understands that the Underwriters intend to make a public offering of the Shares, and initially to offer the Shares on the terms set forth in the Pricing Disclosure Package. The Company acknowledges and agrees that the Underwriters may offer and sell Shares to or through any affiliate of an Underwriter.

(c) Payment for the Shares shall be made by wire transfer in immediately available funds to the account specified by the Company, to the Representatives in the case of the Underwritten Shares at the offices of Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California 94025 at 10:00 A.M. New York City time on [●], 2021, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing or, in the case of the Option Shares, on the date and at the time and place specified by the Representatives in the written notice of the Underwriters' election to purchase such Option Shares. The time and date of such payment for the Underwritten Shares is referred to herein as the "Closing Date," and the time and date for such payment for the Option Shares, if other than the Closing Date, is herein referred to as the "Additional Closing Date."

Payment for the Shares to be purchased on the Closing Date or the Additional Closing Date, as the case may be, shall be made against delivery to the Representatives for the respective accounts of the several Underwriters of the Shares to be purchased on such date or the Additional Closing Date, as the case may be, with any transfer taxes payable in connection with the sale of such Shares duly paid by the Company. Delivery of the Shares shall be made through the facilities of The Depository Trust Company ("DTC") unless the Representatives shall otherwise instruct. The certificates for the Shares will be made available for inspection and packaging by the Representatives at the office of DTC or its designated custodian not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date or the Additional Closing Date, as the case may be.

(d) The Company acknowledges and agrees that the Representatives and the other Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Shares contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representatives nor any other Underwriter shall have any responsibility or liability to the Company with respect thereto. Any review by the Representatives and the other Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representatives and the other Underwriters and shall not be on behalf of the Company.

3. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied in all material respects with the applicable requirements of the Securities Act, and no Preliminary Prospectus, at the time of filing thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(c) hereof.

(b) *Pricing Disclosure Package*. The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Pricing Disclosure Package, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(c) hereof. No statement of material fact included in the Prospectus has been omitted from the Pricing Disclosure Package and no statement of material fact included in the Pricing Disclosure Package that is required to be included in the Prospectus has been omitted therefrom.

(c) *Issuer Free Writing Prospectus.* Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Shares (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex A hereto, each electronic road show and any other written communications used in accordance with Section 4(c) hereof. Each such Issuer Free Writing Prospectus complied in all material respects with the applicable provisions of the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus or Preliminary Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Issuer Free Writing Prospectus or Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(c) hereof.

(d) *Emerging Growth Company*. From the time of initial confidential submission of the Registration Statement to the Commission through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act (an "Emerging Growth Company").

(e) *Testing-the-Waters Materials.* The Company (i) has not alone engaged in any Testing-the-Waters Communications other than Testing-the-Waters Communications with the consent of the Representatives (x) with entities that are qualified institutional buyers ("QIBs") within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Securities Act ("IAIs") and otherwise in compliance with the requirements of Section 5(d) of the Securities Act or (y) with entities

that the Company reasonably believed to be QIBs or IAIs and otherwise in compliance with the requirements of Rule 163B under the Securities Act and (ii) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. "Testing-the-Waters Communication" means any oral or written communication with potential investors undertaken in reliance on either Section 5(d) of, or Rule 163B under, the Securities Act. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications by virtue of a writing substantially in the form of Exhibit A hereto. The Company has not distributed or approved for distribution any Written Testing-the-Waters Communications other than those listed on Annex B hereto. "Written Testing-the-Waters Communication" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act. Any individual Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, complied in all material respects with the Securities Act, and when taken together with the Pricing Disclosure Package as of the Applicable Time, did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Registration Statement and Prospectus.* The Registration Statement has been declared effective by the Commission. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Shares has been initiated or, to the Company's knowledge, threatened by the Commission; as of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied and will comply in all material respects with the applicable provisions of the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date and as of the Additional Closing Date, as the case may be, the Prospectus will comply in all material respects with the Securities Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(c) hereof.

(g) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") in the United States applied on a consistent basis throughout the periods covered thereby, except for any annual year end adjustment and the adoption of new accounting principles and except as otherwise noted therein, and any supporting schedules included in the Registration Statement present fairly in all material respects the information required to be stated therein; [and] the other financial information included in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby; all disclosures included in the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of Commission) comply in all material respects with Regulation G of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Item 10 of Regulation S-K of the Securities Act, to the extent applicable.

(h) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any material change in the capital stock (other than the issuance of shares of Common Stock upon exercise of stock options and warrants described as outstanding in, and the grant of options and awards under existing equity incentive plans described in, the Registration Statement, the Pricing Disclosure Package and the Prospectus), short-term debt or long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change, or any development that would be reasonably expected to involve a prospective material adverse change, in or affecting the business, properties, management, financial position, stockholders' equity, results of operations of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(i) *Organization and Good Standing.* The Company and each of its "Significant Subsidiaries" as defined under Regulation S-X promulgated under the Securities Act (the "Significant Subsidiaries") have been duly organized and are validly existing and in good standing (or the jurisdictional equivalent) under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing (or the jurisdictional equivalent) in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or in good standing (or the jurisdictional equivalent) or have such power or authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, management, financial position, stockholders' equity, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under this Agreement (a "Material Adverse Effect"). The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Registration Statement.

(j) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Capitalization"; all the outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and will not be subject to any pre-emptive or similar rights, which have not been duly and validly waived or satisfied; except as described in or expressly contemplated by the Registration Statement, the Pricing Disclosure Package and the Prospectus, there will be no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' qualifying shares) and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party, except for such liens, charges, encumbrances, security interests, restrictions on voting or transfer or any other claims (a) provided pursuant to that certain Amended and Restated Credit Agreement, dated as of August 13, 2018, by and among Intapp, Inc., Integration Appliance, Inc., Golub Capital LLC, TC Lending, LLC, and other loan parties thereto, (b) described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or (c) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(k) *Stock Options.* With respect to the stock options (the "Stock Options") granted pursuant to the stock-based compensation plans of the Company and its subsidiaries (the "Company Stock Plans"), (i) each Stock Option intended to qualify as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") so qualifies, (ii) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective (the "Grant Date") by all necessary corporate action, including, as applicable, approval by the board of directors of the Company (or a duly constituted and authorized committee thereof) and any required stockholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (iii) each such grant was made in accordance with the terms of the Company Stock Plans, the Exchange Act and all other applicable laws and regulatory rules or requirements, including the rules of the Nasdaq Global Market (the "Exchange") and any other exchange on which Company securities are traded, and (iv) each such grant was properly accounted for in accordance with GAAP in the financial statements (including the related notes) of the Company, except, in the case of clauses (i) through (iv) above, as would not reasonably be expected to have a Material Adverse Effect.

(l) *Due Authorization.* The Company has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder; and all corporate action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken.

(m) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(n) *The Shares.* The Shares to be issued and sold by the Company hereunder have been duly authorized by the Company and, when issued and delivered and paid for as provided herein, will be duly and validly issued, will be fully paid and nonassessable and will conform, in all material respects, to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights, other than such rights that have been duly waived.

(o) *Descriptions of the Underwriting Agreement.* This Agreement conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(p) *No Violation or Default.* Neither the Company nor any of its subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property or asset

of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute applicable to the Company or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or any of its subsidiaries, except, in the case of clauses (ii) and (iii) above, and with respect to the Company's non-significant subsidiaries in the case of clause (i) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) *No Conflicts.* The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Shares by the Company and the consummation by the Company of the transactions contemplated by this Agreement or the Pricing Disclosure Package and the Prospectus will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries or (iii) result in the violation of any law or statute applicable to the Company or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or any of its subsidiaries or any of their properties, right or assets, except, in the case of clauses (i) and (iii) above, and with respect to the Company's non-significant subsidiaries in the case of clause (ii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(r) *No Consents Required.* No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated by this Agreement, except such as have already been obtained or made by the Company or as may be required under the Securities Act, the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA"), the approval for listing on the Exchange and under applicable state securities laws in connection with the purchase and distribution of the Shares by the Underwriters.

(s) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings ("Actions") now pending to which the Company or any of its subsidiaries is or, to the knowledge of the Company, may be a party or to which any property of the Company or any of its subsidiaries is or, to the knowledge of the Company, may be the subject that, individually or in the aggregate, if determined adversely to the Company or

any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect; to the knowledge of the Company, no such Actions are threatened or contemplated by any governmental or regulatory authority or threatened by others that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and (i) there are no current or pending Actions that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (ii) there are no statutes, regulations or contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(t) *Independent Accountants*. Deloitte & Touche LLP, who have certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(u) *Title to Real and Personal Property.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company and its subsidiaries have (i) leasehold interest to all real property and (ii) good and marketable title to all personal property and assets owned by them that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries or (ii) would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(v) *Intellectual Property.* (i) Except as would not, individually or in the aggregate, have a Material Adverse Effect, the Company and its subsidiaries own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights (collectively, "Intellectual Property") necessary for the conduct of their respective businesses; (ii) to the knowledge of the Company, the Company's and its subsidiaries' conduct of their respective businesses does not infringe, misappropriate or otherwise violate any Intellectual Property of any person; (iii) the Company and its subsidiaries have not received any written notice of any claim by any person challenging the Company's or any of its subsidiaries' rights to, or the validity, ownership or registrability of Intellectual Property owned by the Company or its subsidiaries; and (iv) to the knowledge of the Company, the Intellectual Property of the Company and its subsidiaries is not being infringed, misappropriated or otherwise violated by any person.

(w) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, stockholders, customers, suppliers or, to the knowledge of the Company, other affiliates of the Company or any of its subsidiaries, on the other, that is required by the Securities Act to be described in each of the Registration Statement and the Prospectus and that is not so described in such documents and in the Pricing Disclosure Package.

(x) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof received by the Company as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(y) *Taxes.* The Company and its subsidiaries have paid all federal, state, local and foreign taxes and filed all tax returns required to be paid or filed through the date hereof, except insofar as the failure to pay such taxes or file such returns would not, singly or in the aggregate, result in a Material Adverse Effect; and except as otherwise disclosed in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no tax deficiency that has been, or could reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets, except for such deficiencies, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company.

(z) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, sub-licenses, certificates, permits and other authorizations ("Permits") issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary to conduct their respective businesses as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such Permit or notice of proceedings relating to the revocation or modification of such Permit, except for any of the foregoing that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(aa) *No Labor Disputes.* Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of its or its subsidiaries' principal suppliers, contractors or customers

(bb) *Certain Environmental Matters*. (i) The Company and its subsidiaries (x) are in compliance with all, and have not violated any, applicable federal, state, local and foreign laws (including common law), rules, regulations, requirements, decisions, judgments, decrees, orders and other legally enforceable requirements relating to pollution or the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (y) have received and are in compliance with all, and have not violated any, permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (z) have not received notice of any actual or potential liability or obligation under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiaries, except in the case of each of (i) and (ii) above, for any such matter as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iii) except as described in each of the Registration Statement, Pricing Disclosure Package and the Prospectus, (x) there is no proceeding that is pending, or that is known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceeding regarding which it is reasonably believed no monetary sanctions of $300,000 or more will be imposed, (y) the Company and its subsidiaries are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries, and (z) none of the Company or its subsidiaries anticipates material capital expenditures relating to compliance with Environmental Laws.

(cc) *Compliance with ERISA*. (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any member of its "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that would be regarded as a single employer with the Company under Section 414(b),(c),(m) or (o) of the Code) would have any liability (each, a "Plan") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no Plan has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (iv) no Plan is, or is reasonably expected to be, in "at risk status" (within the

meaning of Section 303(i) of ERISA) and no Plan that is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA is in "endangered status" or "critical status" (within the meaning of Sections 304 and 305 of ERISA) (v) the fair market value of the assets of each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (vi) no "reportable event" (within the meaning of Section 4043(c) of ERISA and the regulations promulgated thereunder) has occurred or is reasonably expected to occur; (vii) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification; (viii) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guarantee Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA); and (ix) none of the following events has occurred or is reasonably likely to occur: (A) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or its Controlled Group affiliates in the current fiscal year of the Company and its Controlled Group affiliates compared to the amount of such contributions made in the Company's and its Controlled Group affiliates' most recently completed fiscal year; or (B) a material increase in the Company and its subsidiaries' "accumulated post-retirement benefit obligations" (within the meaning of Accounting Standards Codification Topic 715-60) compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year, except in each case with respect to the events or conditions set forth in (i) through (ix) hereof, as would not, individually or in the aggregate, have a Material Adverse Effect.

(dd) *Disclosure Controls*. The Company and its subsidiaries taken as a whole maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the applicable requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure.

(ee) *Accounting Controls.* The Company and its subsidiaries, taken as a whole, maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that have been designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company and its subsidiaries, taken as a whole, maintain internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or

specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no material weaknesses in the Company's internal controls. The Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which have adversely affected or are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(ff) *Insurance.* Except as described in the Registration Statement, the Pricing Disclosure and the Prospectus, the Company and its subsidiaries, taken as a whole, are insured against such losses and risks as are, in the Company and its subsidiaries' reasonable judgment, adequate for the conduct of their respective businesses; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at cost from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(gg) *Cybersecurity; Data Protection.* Except as would not, individually or in the aggregate, have a Material Adverse Effect, the Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and without, to the knowledge of the Company, any material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards designed to maintain and protect their material confidential information and the integrity, business continuity and security of all IT Systems and data (including all information that identifies a natural person or from which a natural person may reasonably be identified ("Personal Data")) used in connection with their businesses, and to the knowledge of the Company, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any internal review or investigations relating to any incidents, except for those that the Company reasonably believes can be remedied without material cost or liability or the duty to notify any other person. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the security of IT Systems and the privacy and security of Personal Data. The Company and its subsidiaries have taken all necessary actions to prepare to materially comply with applicable laws and regulations with respect to Personal Data that have been announced as of the date hereof as becoming effective within 12 months after the date hereof, and for which any non-compliance with same would be reasonably likely to create a material liability as soon they take effect.

(hh) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries, nor any director, officer or employee of the Company or, to the knowledge of the Company, any of its subsidiaries nor any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(ii) *Compliance with Anti-Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(jj) *No Conflicts with Sanctions Laws.* Neither the Company nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the

European Union, Her Majesty's Treasury ("HMT") or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea and Syria (each, a "Sanctioned Country"); and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(kk) *No Restrictions on Subsidiaries*. No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company.

(ll) *No Broker's Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares.

(mm) *No Registration Rights*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no person has the right to require the Company or any of its subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Shares by the Company.

(nn) *No Stabilization.* Neither the Company nor any of its subsidiaries or, to the knowledge of the Company, its other affiliates has taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.

(oo) *Margin Rules*. Neither the issuance, sale and delivery of the Shares nor the application of the proceeds thereof by the Company as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(pp) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included in any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(qq) *Statistical and Market Data.* Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(rr) *Sarbanes-Oxley Act*. There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any applicable provision of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(ss) *Status under the Securities Act*. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Shares and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Securities Act.

(tt) *No Ratings*. There are (and prior to the Closing Date, will be) no debt securities, convertible securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries that are rated by a "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) under the Exchange Act.

(uu) *Directed Share Program*. The Company represents and warrants that (i) the Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus and any Issuer Free Writing Prospectuses comply in all material respects, and any further amendments or supplements thereto will comply in all material respects, with any applicable laws or regulations of foreign jurisdictions in which the Pricing Disclosure Package, the Prospectus, any Preliminary Prospectus and any Issuer Free Writing Prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program, and that (ii) no authorization, approval, consent, license, order, registration or qualification of or with any government, governmental instrumentality or court, other than such as have been obtained, is necessary under the securities laws and regulations of foreign jurisdictions in which the Directed Shares are offered outside the United States. The Company has not offered, or caused the underwriters to offer, Shares to any person pursuant to the Directed Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Company to alter the customer or supplier's level or type of business with the Company, or (ii) a trade journalist or publication to write or publish favorable information about the Company or its products.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the second business day succeeding the date of this Agreement (or such later time as may be agreed by the Company and the Representatives) in such quantities as the Representatives may reasonably request.

(b) *Delivery of Copies.* The Company will deliver, without charge, upon request (i) to the Representatives, two signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith (to the extent not previously delivered or filed on the Commission's Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system or any successor system thereto); and (ii) to each Underwriter (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto (to the extent not previously delivered or filed on the Commission's EDGAR system or any successor system thereto) and each Issuer Free Writing Prospectus) as the Representatives may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters a prospectus relating to the Shares is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Shares by any Underwriter or dealer.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement, the Pricing Disclosure Package or the Prospectus, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object in a timely manner.

(d) *Notice to the Representatives.* The Company will promptly advise the Representatives in writing (which may be by electronic mail), (i) when the Registration Statement has become effective; (ii) when any amendment to the Registration Statement has been filed or becomes effective; (iii) when any supplement to the Pricing Disclosure

Package, the Prospectus, any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication or any amendment to the Prospectus has been filed or distributed; (iv) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information including, but not limited to, any request for information concerning any Testing-the-Waters Communication; (v) of the issuance by the Commission or any other governmental or regulatory authority of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package, the Prospectus or any Written Testing-the-Waters Communication or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (vi) of the occurrence of any event or development within the Prospectus Delivery Period as a result of which the Prospectus, any of the Pricing Disclosure Package, any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package, any such Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication is delivered to a purchaser, not misleading; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Shares for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or any Written Testing-the-Waters Communication or suspending any such qualification of the Shares and, if any such order is issued, will use its reasonable best efforts to obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event or development shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will promptly notify the Underwriters thereof and, subject to paragraph (c) above, prepare, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law and (2) if at any time prior to the Closing Date (i) any event or development shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing

Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with law, the Company will promptly notify the Underwriters thereof and, subject to paragraph (c) above, prepare, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with applicable law.

(f) *Blue Sky Compliance.* If required by applicable law, the Company will qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Shares; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* The Company will make generally available to its security holders and the Representatives as soon as reasonably practicable an earning statement (that need not be audited) that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(h) *Clear Market.* For a period of 180 days after the date of the Prospectus (the "Restricted Period"), the Company will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the Commission a registration statement under the Securities Act relating to, any shares of Stock or any securities convertible into or exercisable or exchangeable for Stock, or publicly disclose the intention to undertake any of the foregoing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise, without the prior written consent of J.P. Morgan Securities LLC and BofA Securities, Inc., other than the Shares to be sold hereunder.

The restrictions described above do not apply to (i) the issuance of shares of Stock or securities convertible into or exercisable for shares of Stock pursuant to the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options (including net exercise) or the settlement of restricted stock units ("RSUs") (including net settlement), in each case outstanding on the date of this Agreement and

described in the Prospectus; (ii) grants of stock options, stock awards, restricted stock, RSUs, or other equity awards and the issuance of shares of Stock or securities convertible into or exercisable or exchangeable for shares of Stock (whether upon the exercise of stock options or otherwise) to the Company's employees, officers, directors, advisors, or consultants pursuant to the terms of an equity compensation plan or employee stock purchase plan in effect as of the Closing Date and described in the Prospectus, provided that such recipients enter into a lock-up agreement with the Underwriters; or (iii) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to any plan in effect on the date of this Agreement and described in the Prospectus or any assumed benefit plan pursuant to an acquisition or similar strategic transaction.

If J.P. Morgan Securities LLC and BofA Securities, Inc., in their sole discretion, agree to release or waive the restrictions set forth in a lock-up agreement described in Section 6(k) hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver substantially in the form of Exhibit B hereto at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver substantially in the form of Exhibit C hereto through a major news service at least two business days before the effective date of the release or waiver.

(i) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Shares as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Use of proceeds."

(j) *No Stabilization.* Neither the Company nor its subsidiaries or affiliates will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Stock.

(k) *Exchange Listing.* The Company will use its reasonable best efforts to list for quotation the Shares on the Exchange.

(l) *Reports.* For a period of two years from the date of this Agreement, the Company will furnish to the Representative, as soon as practicable, copies of all reports or other communications (financial or other) furnished to holders of the Shares, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system; *provided* the Company will be deemed to have furnished such reports and financial statements to the Representative to the extent they are filed on the Commission's EDGAR system.

(m) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(o) *Filings.* The Company will file with the Commission such reports as may be required by Rule 463 under the Securities Act.

(p) *Directed Share Program.* The Company will comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program.

(q) *Emerging Growth Company*. The Company will promptly notify the Representative if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of Shares within the meaning of the Securities Act and (ii) completion of the 180-day restricted period referred to in Section 4(h) hereof.

(r) *Restrictions on Transfer*. In addition, during the Restricted Period, the Company agrees to (i) enforce market standoff provisions that impose restrictions on transfer (subject to certain exceptions set forth in such provisions) and any similar transfer restrictions contained in any agreement between the Company and any of its securityholders, including, without limitation, through the issuance of stop transfer instructions to the Company's transfer agent and equity plan administrator with respect to any transaction that would constitute a breach of, or default under, such transfer restrictions and (ii) not release, amend or waive any such transfer restrictions with respect to any such securityholder without the prior written consent of J.P. Morgan Securities LLC and BofA Securities, Inc., except that this provision (r) shall not prevent the Company from releasing stop transfer instructions or effecting such a waiver or amendment to permit a transfer of securities that would be permissible with respect to such holder under the terms of the lock-up agreement in the form attached as Exhibit D hereto.

5. Certain Agreements of the Underwriters. Each Underwriter hereby severally represents and agrees that:

(a) It has not and will not use, authorize use of, refer to or participate in the planning for use of, any "free writing prospectus," as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Annex A or prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show approved in advance by the Company), or (iii) any free writing prospectus prepared by such underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "Underwriter Free Writing Prospectus").

(b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Shares unless such terms have previously been included in a free writing prospectus filed with the Commission; provided that Underwriters may use a term sheet substantially in the form of Annex C hereto without the consent of the Company; provided further that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(c) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase the Underwritten Shares on the Closing Date or the Option Shares on the Additional Closing Date, as the case may be, as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or, to the Company's knowledge, threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date or the Additional Closing Date, as the case may be; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date or the Additional Closing Date, as the case may be.

(c) *No Material Adverse Change.* No event or condition of a type described in Section 3(h) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Shares on the Closing Date or the Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(d) *Officer's Certificate.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, a certificate of the chief financial officer or chief accounting officer of the Company and one additional senior executive officer of the Company who is reasonably satisfactory to the Representatives (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and, to the knowledge of such officers, the representations of the Company set forth in Sections 3(b) and 3(f)

hereof are true and correct, (ii) confirming that the other representations and warranties of the Company in this Agreement are true and correct, and that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date or the Additional Closing Date, as the case may be, and (iii) to the effect set forth in paragraphs (a), (c) and (d) above.

(e) *Comfort Letters.* (i) On the date of this Agreement and on the Closing Date or the Additional Closing Date, as the case may be, Deloitte & Touche LLP shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letter delivered on the Closing Date or the Additional Closing Date, as the case may be, shall use a "cut-off" date no more than two business days prior to such Closing Date or such Additional Closing Date, as the case may be.

(ii) On the date of this Agreement and on the Closing Date or the Additional Closing Date, as the case may be, the Company shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its chief financial officer with respect to certain financial data contained in the Pricing Disclosure Package and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

(f) *Opinion and 10b-5 Statement of Counsel for the Company.* Shearman & Sterling LLP, counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion and 10b-5 statement, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(g) *Opinion and Negative Assurance Letter of Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, an opinion and negative assurance letter, addressed to the Underwriters, of Latham & Watkins LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(h) *No Legal Impediment to Issuance and/or Sale.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Shares by the Company; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Shares by the Company.

(i) *Good Standing*. The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, satisfactory evidence of the good standing (or its jurisdictional equivalent) of the Company and its Significant Subsidiaries in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(j) *Exchange Listing.* The Shares to be delivered on the Closing Date or the Additional Closing Date, as the case may be, shall have been approved for listing on the Exchange, subject to official notice of issuance.

(k) *Lock-up Agreements*. The "lock-up" agreements, each substantially in the form of Exhibit D hereto, between you and certain shareholders, officers and directors of the Company, relating to sales and certain other dispositions of shares of Stock or certain other securities, delivered to you on or before the date hereof, shall be full force and effect on the Closing Date or the Additional Closing Date, as the case may be.

(l) *Additional Documents.* On or prior to the Closing Date or the Additional Closing Date, as the case may be, the Company shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters by the Company.* The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable and documented out-of-pocket legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, any Written Testing-the-Waters Communication, any road show as defined in Rule 433(h) under the Securities Act (a "road show") or any Pricing Disclosure Package

(including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in paragraph (c) below.

(b) [Reserved.]

(c) *Indemnification of the Company.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication, any road show or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the [third] paragraph under the caption “Underwriting” and the information contained in the [eighteenth] and [nineteenth] paragraphs under the caption “Underwriting”.

(d) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to the preceding paragraphs of this Section 7, such person (the “Indemnified Person”) shall promptly notify the person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 7 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under the preceding paragraphs of this Section 7. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section that the Indemnifying Person may designate in such proceeding and shall pay the

reasonable and documented out-of-pocket fees and expenses in such proceeding and shall pay the reasonable and documented out-of-pocket fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the reasonable and documented out-of-pocket fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable and documented out-of-pocket fees and expenses shall be paid or reimbursed as they are incurred, upon receipt from the Indemnified Person of a written request for payment thereof. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by J.P. Morgan Securities LLC and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for reasonable and documented out-of-pocket fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(e) *Contribution.* If the indemnification provided for in paragraphs (a) or (c) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one

hand, and the Underwriters on the other, from the offering of the Shares or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Underwriters on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Shares and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Shares. The relative fault of the Company, on the one hand, and the Underwriters on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(f) *Limitation on Liability.* The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to paragraph (e) above were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (e) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (e) above shall be deemed to include, subject to the limitations set forth above, any reasonable and documented out-of-pocket legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of paragraphs (e) and (f), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Shares exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to paragraphs (e) and (f) are several in proportion to their respective purchase obligations hereunder and not joint.

(g) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

(h) *Directed Share Program Indemnification.* The Company agrees to indemnify and hold harmless the Directed Share Underwriter, its affiliates, directors and officers and each person, if any, who controls the Directed Share Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (each a "Directed Share Underwriter Entity") from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal fees and other expenses incurred in connection with defending or

investigating any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) (i) caused by any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) caused by the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase; or (iii) related to, arising out of, or in connection with the Directed Share Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the bad faith or gross negligence of the Directed Share Underwriter Entities.

(i) In case any proceeding (including any governmental investigation) shall be instituted involving any Directed Share Underwriter Entity in respect of which indemnity may be sought pursuant to paragraph (g) above, the Directed Share Underwriter Entity seeking indemnity shall promptly notify the Company in writing and the Company, upon request of the Directed Share Underwriter Entity, shall retain counsel reasonably satisfactory to the Directed Share Underwriter Entity to represent the Directed Share Underwriter Entity and any others the Company may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Directed Share Underwriter Entity shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Directed Share Underwriter Entity unless (i) the Company and such Directed Share Underwriter Entity shall have mutually agreed to the retention of such counsel, (ii) the Company has failed within a reasonable time to retain counsel reasonably satisfactory to such Directed Share Underwriter Entity, (iii) the Directed Share Underwriter Entity shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Company or (iv) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Directed Share Underwriter Entity and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company shall not, in respect of the legal expenses of the Directed Share Underwriter Entities in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Directed Share Underwriter Entities. The Company shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Company agrees to indemnify the Directed Share Underwriter Entities from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time any Directed Share Underwriter Entity shall have requested the Company to reimburse such Directed Share Underwriter Entity for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the Company agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Company of the aforesaid request and (ii) the Company shall not have reimbursed such Directed Share Underwriter Entity in accordance with such request prior to the date of such settlement. The Company shall not, without the prior written consent of the Directed Share Underwriter, effect any settlement of any pending or threatened proceeding in respect of which any Directed Share Underwriter Entity is or could have been a party and

indemnity could have been sought hereunder by such Directed Share Underwriter Entity, unless (x) such settlement includes an unconditional release of the Directed Share Underwriter Entities from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of the Directed Share Underwriter Entity.

(j) To the extent the indemnification provided for in paragraph (h) above is unavailable to a Directed Share Underwriter Entity or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then the Company in lieu of indemnifying the Directed Share Underwriter Entity thereunder, shall contribute to the amount paid or payable by the Directed Share Underwriter Entity as a result of such losses, claims, damages or liabilities (1) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Directed Share Underwriter Entities on the other hand from the offering of the Directed Shares or (2) if the allocation provided by clause 9(j)(1) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 9(j)(1) above but also the relative fault of the Company on the one hand and of the Directed Share Underwriter Entities on the other hand in connection with any statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Directed Share Underwriter Entities on the other hand in connection with the offering of the Directed Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Directed Shares (before deducting expenses) and the total underwriting discounts and commissions received by the Directed Share Underwriter Entities for the Directed Shares, bear to the aggregate public offering price of the Directed Shares. If the loss, claim, damage or liability is caused by an untrue or alleged untrue statement of material fact or the omission or alleged omission to state a material fact, the relative fault of the Company on the one hand and the Directed Share Underwriter Entities on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement or the omission or alleged omission relates to information supplied by the Company or by the Directed Share Underwriter Entities and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(k) The Company and the Directed Share Underwriter Entities agree that it would be not just or equitable if contribution pursuant to paragraph (j) above were determined by pro rata allocation (even if the Directed Share Underwriter Entities were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (j) above. The amount paid or payable by the Directed Share Underwriter Entities as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by the Directed Share Underwriter Entities in connection with investigating or defending such any action or claim. Notwithstanding the provisions of paragraph (i) above, no Directed Share Underwriter Entity shall be required to contribute any amount in excess of the amount by which the total price at which the Directed Shares distributed to the public were offered to the public exceeds the amount of any damages that such Directed Share Underwriter Entity has otherwise been required to pay. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in paragraphs (h) through (k) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(l) The indemnity and contribution provisions contained in paragraphs (h) through (k) shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Directed Share Underwriter Entity or the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Directed Shares.

8. Effectiveness of Agreement. This Agreement shall become effective as of the date first written above.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date or, in the case of the Option Shares, prior to the Additional Closing Date (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange or The Nasdaq Stock Market; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Shares on the Closing Date or the Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

10. Defaulting Underwriter.

(a) If, on the Closing Date or the Additional Closing Date, as the case may be, any Underwriter defaults on its obligation to purchase the Shares that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Shares by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Shares on such terms. If other persons become obligated or agree to purchase the Shares of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date or the Additional Closing Date, as the case may be, for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term “Underwriter” includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Shares that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Shares that remain unpurchased on the Closing Date or the Additional Closing Date, as the case may be, does not exceed one-eleventh of the aggregate number of Shares to be purchased on such date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the number of Shares that such Underwriter agreed to purchase on such date) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Shares that remain unpurchased on the Closing Date or the Additional Closing Date, as the case may be, exceeds one-eleventh of the aggregate amount of Shares to be purchased on such date, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement or, with respect to any Additional Closing Date, the obligation of the Underwriters to purchase Shares on the Additional Closing Date, as the case may be, shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Shares and any taxes payable in that connection; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the fees and expenses of the Company's counsel and independent accountants; (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Shares under the laws of such jurisdictions as the Representatives may reasonably designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable and documented fees and expenses of counsel for the Underwriters) in an aggregate amount not to exceed $5,000; (v) the cost of preparing stock certificates; (vi) the costs and charges of any transfer agent and any registrar; (vii) all expenses and

application fees incurred in connection with any filing with, and clearance of the offering by, FINRA (provided that such reasonable and documented fees and disbursements of counsel to the Underwriters pursuant to this clause (vii) shall not exceed $[35,000]); (viii) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; provided that any expenses or costs associated with any chartered plane used in connection with any "road show" presentation to potential investors will be paid 50% by the Company and 50% by the Underwriters; (ix) all expenses and application fees related to the listing of the Shares on the Exchange; and (x) all of the fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties, if any, incurred by the Underwriters in connection with the Directed Share Program.

(b) If (i) this Agreement is terminated pursuant to Section 9(ii), (ii) the Company for any reason fails to tender the Shares for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all reasonable and documented out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby. Notwithstanding the foregoing, if this Agreement is terminated due to default by one of the Underwriters as set forth under Section 10, or if terminated under Section 9(i), (iii) or (iv), such defaulting Underwriter agrees to pay its own expenses incurred in connection with this Agreement and the offering contemplated hereby. For the avoidance of doubt, it is understood that the Company shall not pay or reimburse any costs, fees or expenses incurred by any Underwriter that defaults on its obligations to purchase the Shares; provided, however that the Company shall still pay and reimburse any costs, fees or expenses of the non-defaulting Underwriters as provided in this Agreement.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein and the affiliates of each Underwriter referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Shares from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of the Company or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Shares and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Underwriters or the directors, officers, controlling persons or affiliates referred to in Section 7 hereof.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

16. Miscellaneous.

(a) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358); Attention: Equity Syndicate Desk; c/o BofA Securities, Inc., One Bryant Park, New York, New York 10036, (fax: (646) 855-3073), Attention: Syndicate Department, with a copy to: (fax: (212) 230-8730), Attention: ECM Legal; c/o Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010 (fax: (212) 325-4296), Attention: IBCM-Legal. Notices to the Company shall be given to it at [3101 Park Blvd, Palo Alto, California 94306] (fax:[●]); Attention: [●].

(b) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(c) *Submission to Jurisdiction*. Each of the Company hereby submit to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company waives any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and may be enforced in any court to the jurisdiction of which Company is subject by a suit upon such judgment.

(d) *Waiver of Jury Trial.* Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(e) *Recognition of the U.S. Special Resolution Regimes*.

(i) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 16(e):

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(f) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. The words "execution," "execute," "signed," "sign," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(g) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(h) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[*Signature Pages Follow*]

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

INTAPP, INC.

By: _____
Name:
Title:

[*Signature Page to Underwriting Agreement*]

Accepted: As of the date first written above

J.P. MORGAN SECURITIES LLC
BOFA SECURITIES, INC.
CREDIT SUISSE SECURITIES (USA) LLC

For themselves and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

J.P. MORGAN SECURITIES LLC

By: _____
Authorized Signatory

BOFA SECURITIES, INC.

By: _____
Authorized Signatory

CREDIT SUISSE SECURITIES (USA) LLC

By: _____
Authorized Signatory

Underwriter	Number of Shares
J.P. Morgan Securities LLC	
BofA Securities, Inc.	
Credit Suisse Securities (USA) LLC	
Piper Sandler & Co.	
Raymond James & Associates, Inc.	
Oppenheimer & Co. Inc.	
Stifel, Nicolaus & Company, Incorporated	
Truist Securities, Inc.	
[●]	
Total	[●]

a. Pricing Disclosure Package

[●]

b. Pricing Information Provided Orally by Underwriters

Public Offering Price: $[●] per share

Number of Underwritten Shares: [●]

Number of Option Shares: [●]

Written Testing-the-Waters Communications

[●]

Annex B-1

Intapp, Inc.

Pricing Term Sheet

None.

Testing the waters authorization (to be delivered by the issuer to the Representatives in email or letter form)

In reliance on Section 5(d) of the Securities Act of 1933, as amended (the "Act"), or in reliance on Rule 163B under the Act, Intapp, Inc. (the "Issuer") hereby authorizes J.P. Morgan Securities LLC ("J.P. Morgan"), BofA Securities, Inc. ("Bank of America") and Credit Suisse Securities (USA) LLC ("Credit Suisse") and their respective affiliates and their respective employees, to engage on behalf of the Issuer in oral and written communications with potential investors that are "qualified institutional buyers," as defined in Rule 144A under the Act, or institutions that are "accredited investors," within the meaning of Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) of Regulation D under the Act, to determine whether such investors might have an interest in the Issuer's contemplated initial public offering ("Testing-the-Waters Communications"). A "Written Testing-the Waters Communication" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act. Each of J.P. Morgan, Bank of America and Credit Suisse, individually and not jointly, agrees that it shall not distribute any Written Testing-the-Waters Communication that has not been approved by the Issuer.

The Issuer represents that it is an "emerging growth company" as defined in Section 2(a)(19) of the Act ("Emerging Growth Company") and agrees to promptly notify J.P. Morgan, Bank of America and Credit Suisse in writing if the Issuer hereafter ceases to be an Emerging Growth Company while this authorization is in effect. If at any time following the distribution of any Written Testing-the-Waters Communication there occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Issuer will promptly notify J.P. Morgan, Bank of America and Credit Suisse and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

Nothing in this authorization is intended to limit or otherwise affect the ability of J.P. Morgan, Bank of America and Credit Suisse and their respective affiliates and their respective employees, to engage in communications in which they could otherwise lawfully engage in the absence of this authorization, including, without limitation, any written communication containing only one or more of the statements specified under Rule 134(a) under the Act. This authorization shall remain in effect until the Issuer has provided to J.P. Morgan, Bank of America and Credit Suisse a written notice revoking this authorization. All notices as described herein shall be sent by email to the attention of Mark Hoh at mark.hoh@jpmorgan.com and Bianca Buck at bianca.a.buck@jpmorgan.com; Andrew Dahle at andrew.dahle@bofa.com and Jamie Turturici at jamie.turturici@bofa.com, with a copy to Zach Firestone at zach.firestone@bofa.com; and Federico Acabbi at federico.acabbi@credit-suisse.com and Jesse Chasse at jesse.chasse@credit-suisse.com.

Exhibit B

Form of Waiver of Lock-up

J.P. MORGAN SECURITIES LLC
BOFA SECURITIES, INC.

Intapp, Inc.
Public Offering of Common Stock

, 20__

[Name and Address of
Officer or Director
Requesting Waiver]

Dear Mr./Ms. [Name]:

This letter is being delivered to you in connection with the offering by Intapp, Inc. (the "Company") of _____ shares of common stock, $0.001 par value (the "Common Stock"), of the Company and the lock-up letter dated _____, 2021 (the "Lock-up Letter"), executed by you in connection with such offering, and your request for a [waiver] [release] dated _____, 20__, with respect to _____shares of Common Stock (the "Shares").

J.P. Morgan Securities LLC and BofA Securities, Inc. hereby agrees to [waive] [release] the transfer restrictions set forth in the Lock-up Letter, but only with respect to the Shares, effective _____, 20__; provided, however, that such [waiver] [release] is conditioned on the Company announcing the impending [waiver] [release] by press release through a major news service at least two business days before effectiveness of such [waiver] [release]. This letter will serve as notice to the Company of the impending [waiver] [release].

Except as expressly [waived] [released] hereby, the Lock-up Letter shall remain in full force and effect.

Yours very truly,

[Signature of J.P. Morgan Securities LLC Representative]

[Name of J.P. Morgan Securities LLC Representative]

[Signature of BofA Securities, Inc. Representative]

[Name of BofA Securities, Inc. Representative]

cc: Company

Exhibit C

Form of Press Release

Intapp, Inc.
[Date]

Intapp, Inc. (the "Company") announced today that J.P. Morgan Securities LLC and BofA Securities, Inc., the [lead]/[joint] book-running manager[s] in the Company's recent public sale of shares of common stock, are [waiving] [releasing] a lock-up restriction with respect to shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on _____, 20__, and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

Exhibit D

FORM OF LOCK-UP AGREEMENT

____ __, 2021

J.P. MORGAN SECURITIES LLC
BOFA SECURITIES, INC.
CREDIT SUISSE SECURITIES (USA) LLC

As Representatives of
the several Underwriters listed in
Schedule 1 to the Underwriting
Agreement referred to below

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

c/o BofA Securities, Inc.
One Bryant Park
New York, NY 10036

c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010

Re: Intapp, Inc. — Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an underwriting agreement (the "Underwriting Agreement") with Intapp, Inc., a Delaware corporation (the "Company"), providing for the public offering (the "Public Offering") by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the "Underwriters"), of shares of Common Stock (as defined below), of the Company (the "Securities"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the Underwriters, the undersigned will not, and will not cause any direct or indirect affiliate to, during the period

beginning on the date of this letter agreement (this "Letter Agreement") and ending at the close of business 180 days after the date of the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Restricted Period"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of common stock, $0.001 per share par value, of the Company (the "Common Stock") or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Common Stock, the "Lock-Up Securities"), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise. The undersigned further confirms that it has furnished J.P. Morgan Securities LLC and BofA Securities, Inc. with the details of any transaction the undersigned, or any of its affiliates, is a party to as of the date hereof, which transaction would have been restricted by this Letter Agreement if it had been entered into by the undersigned during the Restricted Period.

Notwithstanding the foregoing,

(a) If the undersigned is an employee or former employee of the Company (in each case excluding any officer within the meaning of Section 16(a) of the Exchange Act or any employee designated as an "Executive Officer" in the "Management" section of the Prospectus and any director of the Company), the undersigned may sell in the public market, beginning at the opening of trading on the second trading day after the Company's public announcement of its earnings for the fourth quarter of its fiscal year 2021, a number of shares of Common Stock not in excess of 20% of the aggregate number of shares of Common Stock (i) owned by the undersigned, (ii) issuable upon exercise of unvested and vested options to purchase shares of Common Stock held by the undersigned and (iii) underlying other equity grants to the undersigned, whether vested or unvested, rounded down to the nearest whole share, as of immediately following the closing of the Public Offering (the "Aggregate Shares");

(b) If the undersigned is a director or an employee of the Company, including current executive officers, the undersigned may sell in the public market (in addition to any shares of Common Stock that the undersigned is permitted to continue to sell pursuant to paragraph (a)), beginning at the opening of trading on the second trading day after the Company's public announcement of its earnings for the first quarter of its fiscal year 2022, a number of shares of Common Stock not in excess of 30% of the Aggregate Shares.

(c) If the undersigned is a sponsor, the undersigned may sell in the public market, beginning at the opening of trading on the second trading day after the Company's public announcement of its earnings for the first quarter of its fiscal year 2022 (the "Sponsor Earnings-Related Release Date"), a number of shares of Common Stock not in excess of 20% of the Aggregate Shares, so long as the last reported closing price of the Company's Common Stock on the Nasdaq Global Market is at least 25% greater than the initial public offering price per share set forth in the Prospectus for 10 of any 15 consecutive trading days preceding to the Sponsor Earnings-Related Release Date.

Any release of shares from the restrictions contained in this Lock-Up Agreement pursuant to paragraphs (a), (b) and (c) above shall be referred to as the "Earnings-Related Release." Notwithstanding the foregoing, each such Earnings-Related Release shall not occur unless the Company shall have announced, either through a major news service or on a Form 8-K, the date of the earnings announcement that shall give rise to the Earnings-Related Release, and the anticipated date of the Earnings-Related Release, at least five trading days in advance of the date of such earnings announcement. If the undersigned is a director, employee or former employee of the Company, the release of the undersigned's shares from the restrictions contained in this Lock-Up Agreement pursuant to the Earnings-Related Release shall not include shares owned by any limited liability company, partnership, corporation, trust or other entity (including, without limitation, any investment fund), unless all of the equity interests and other economic interests in such entity are owned exclusively by the undersigned and immediate family members of the undersigned.

Notwithstanding the foregoing, in addition to, and not by way of limitation of, any transfers by the undersigned that are permitted pursuant to paragraphs (a), (b) or (c) above, the undersigned may:

(a) transfer the undersigned's Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will or intestacy,

(iii) to any immediate family member (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust,

(v) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is a subsidiary or an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership) or to direct or indirect shareholders, current or former partners (general or limited), beneficiaries, or other equity holders or to the estates of any such stockholders, partners, beneficiaries or other equity holders of the undersigned and their respective affiliates, or (B) as part of a distribution to members, limited partners or shareholders of the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement or pursuant to any court order or the order of any other governmental authority having jurisdiction over the undersigned,

(viii) to the Company from an employee of the Company upon death, disability or termination of employment (with or without cause) or resignation, in each case, of such employee,

(ix) as part of a sale of the undersigned's Lock-Up Securities acquired in the Public Offering, excluding any shares purchased by directors or executive officers, or in open market transactions after the closing date for the Public Offering,

(x) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (ix) above,

(xi) to the Company in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(xii) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Letter Agreement;

provided that (A) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi), (vii) and (x), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clauses (a) (i), (ii), (iii), (iv), (v), (vi), (ix), (x) and (xi), no filing by any party (donor, donee, devisee, transferor, transferee, distributer or distributee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above) and (C) in the case of any transfer or distribution pursuant to clauses (a)(vii) and (viii) it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) exercise outstanding options, settle restricted stock units or other equity awards or exercise warrants pursuant to plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-Up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities into shares of Common Stock or warrants to acquire shares of Common Stock; provided that any such shares of Common Stock or warrants received upon such conversion shall be subject to the terms of this Letter Agreement; and

(d) establish trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Lock-Up Securities; provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period and (2) to the extent a public announcement or filing under the Exchange Act, if any, is required of or made voluntarily during the Restricted Period by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of the Lock-Up Securities may be made under such plan during the Restricted Period.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Securities the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (i) J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the Underwriters agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the Underwriters will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the Underwriters hereunder to any such officer or director shall only be effective two business days after the publication date of such announcement. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration or that is to an immediate family member as defined in FINRA Rule 5130(i)(5) and (b) the transferee has agreed in writing to be bound by the same terms described in this Letter Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to the undersigned in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to the undersigned to enter into this Letter Agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

The undersigned understands that, if the Underwriting Agreement does not become effective by July 31, 2021, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Letter Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

Very truly yours,

[*NAME OF STOCKHOLDER*]

By: _____
Name:
Title:

[*Signature Page to Lock-Up Agreement*]

Exhibit 3.1

FORM OF AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

INTAPP, INC.

(Pursuant to Sections 242 and 245 of the General
Corporation Law of the State of Delaware)

Intapp, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**DGCL**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Intapp, Inc. (the "**Corporation**"), and that the Corporation was originally incorporated under the name LegalApp Holdings, Inc., pursuant to the DGCL by filing its original certificate of incorporation with the Secretary of State of the State of Delaware on November 27, 2012.

2. The Board of Directors of the Corporation (the "**Board of Directors**") duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of the Corporation, as amended and restated, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders to approve and adopt such amendment and restatement.

3. The Certificate of Incorporation of the Corporation, as amended and restated, be amended and restated in its entirety to read as follows (as so amended and restated, the "**Restated Certificate of Incorporation**"):

FIRST: The name of the Corporation is Intapp, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 750 million shares, of which (a) 700 million shares shall be Common Stock, $0.001 par value per share ("**Common Stock**"), and (b) 50 million shares shall be Preferred Stock, $0.001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of any outstanding series of Preferred Stock as may be designated by the Board of Directors.

2. Voting. The holders of the Common Stock, as such, shall have voting rights at all meetings of stockholders at which they are entitled to vote, each such holder being entitled to one vote for each share thereof held by such holder; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (which, as used herein, shall include the terms of any certificate of designations of any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation or the DGCL. There shall be no cumulative voting.

Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the DGCL.

3. Dividends. Dividends may be declared and paid on the Common Stock if, as and when determined by the Board of Directors subject to any preferential dividend or other rights of any then outstanding series of Preferred Stock and subject to the requirements of applicable law.

4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential or other rights of any then outstanding series of Preferred Stock.

B. PREFERRED STOCK.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors as hereinafter provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the DGCL, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. The powers, preferences and relative, participating, optional and other special rights of each such series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Without limiting the generality of the foregoing, the resolution or resolutions providing for the issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the DGCL.

FIFTH: Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Restated Certificate of Incorporation, and all rights conferred upon stockholders, directors or any other persons herein are granted subject to this reservation.

SIXTH: In furtherance and not in limitation of the powers conferred upon it by the DGCL, and subject to the terms of any outstanding series of Preferred Stock, the Board of Directors shall have the power to adopt, amend, alter or repeal the Bylaws of the Corporation (the "**Bylaws**"). In addition to any other vote required by law or this Restated Certificate of Incorporation, the stockholders may adopt, amend, alter or repeal the Bylaws, or adopt any provision inconsistent therewith, by the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon. In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required for the stockholders to amend or repeal, or to adopt any provision inconsistent with, this Article SIXTH.

SEVENTH: No director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for any breach of fiduciary duty as a director except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. No amendment to or repeal of this Article SEVENTH shall apply to or have any adverse effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the DGCL is subsequently amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the DGCL as so amended. In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article SEVENTH.

EIGHTH: This Article EIGHTH is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. General Powers. Except as otherwise provided by the DGCL or this Restated Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

2. Number of Directors; Election of Directors. Subject to the applicable requirements of the Stockholders Agreement, dated as of [•], 2021, by and among the Corporation, Great Hill Equity Partners IV, L.P., and Anderson Investments Pte. Ltd., as may be amended, supplemented, restated or otherwise modified from time to time (the "**Stockholders Agreement**") and the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the Corporation shall be established from time to time by the Board of Directors. Election of directors need not be by written ballot, except as and to the extent provided in the Bylaws.

3. Classes of Directors. The Board of Directors shall be and is divided into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The Board of Directors is authorized to assign members of the Board of Directors already in office to their respective classes at the time the Board of Directors is classified pursuant hereto.

4. Terms of Office. Each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided, however, that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first annual meeting of stockholders held following the date the Common Stock is first publicly traded (the "IPO Date"); each director initially assigned to Class II shall serve for a term expiring at the Corporation's second annual meeting of stockholders held following the IPO Date; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third annual meeting of stockholders held following the IPO Date. At each annual meeting of stockholders commencing with the first annual meeting of stockholders following the IPO Date, the directors of the class to be elected at each annual meeting shall be elected for a three-year term. If the total number of such directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the total number of directors remove or shorten the term of any incumbent director. Each director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her earlier death, resignation, retirement, disqualification or removal from office.

5. Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the Corporation may be removed but only for cause and only by the affirmative vote of the holders of at least a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote at an election of directors.

6. Vacancies. Subject to applicable law and the rights of holders of any series of Preferred Stock, any vacancy or newly created directorship in the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director so chosen to fill a vacancy shall hold office for the remainder of the full term of the class of directors to which the new directorship was added or in which the vacancy occurred, and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal from office.

7. Preferred Directors. During any period when the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, have the right to elect additional directors pursuant to the provisions of this Restated Certificate of Incorporation in respect of such series, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such series of Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to such director's earlier death, resignation, retirement, disqualification or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such capital stock, the terms of office of all such additional directors elected by the holders of such capital stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

8. Amendments to Article. In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article EIGHTH.

NINTH: No action shall be taken by the stockholders of the Corporation except at an annual or special meeting of stockholders called in accordance with this Restated Certificate of Incorporation and the Bylaws, and no action shall be taken by the stockholders by written consent; *provided*, *however*, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation relating to such series of Preferred Stock. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws. In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article NINTH.

TENTH: Special meetings of stockholders for any purpose or purposes may be called at any time only by the Board of Directors, the chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, and may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of meeting. In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article TENTH.

ELEVENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware, or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware, shall be the sole and exclusive forum for any state law claims for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of, or a claim based on, breach of a fiduciary duty owed by any current or former director, officer or other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, the Bylaws or this Restated Certificate of Incorporation (including the interpretation, validity or enforceability thereof) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for resolving any complaint asserting a cause of action against any defendant arising under the Securities Act of 1933, as amended. Notwithstanding the foregoing, this Article ELEVENTH shall not apply to claims seeking to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article ELEVENTH. In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article ELEVENTH.

TWELFTH:

1. Corporate Opportunities. To the fullest extent permitted by applicable law, (i) neither Great Hill Equity Partners IV, L.P. and Great Hill Investors, LLC (collectively, "**GHP**"), Anderson Investments Pte. Ltd. ("**Anderson**") nor any of their respective Affiliates, officers, directors, partners, members, shareholders and employees shall have any fiduciary duty to refrain from engaging in or possessing any interest in other investments, business ventures or persons of any nature or description, independently or with others, similar or dissimilar to, or that compete with, the investments or business of the Corporation and its subsidiaries, and may provide advice and other assistance to any such investment, business venture or person; (ii) the Corporation shall have no rights in or to such investments, business ventures or persons or the income or profits derived therefrom; and (iii) the pursuit of any such investment or venture, even if competitive with the business of the Corporation and its subsidiaries, shall not be deemed wrongful or improper and shall not constitute a conflict of interest or breach of fiduciary or other duty with respect to the Corporation or the stockholders of the Corporation. For purposes of this Article TWELFTH, (i) "Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person, and (ii) "control," when used with respect to any person, means the power to direct or cause the direction of the affairs or management of that person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

2. No Obligation to Present. To the fullest extent permitted by applicable law, none of GHP, Anderson or any of their respective Affiliates, officers, directors, partners, members, shareholders or employees shall be obligated to present any particular investment or business opportunity to the Corporation or its subsidiaries even if such opportunity is of a character that, if presented to the Corporation or its subsidiaries, could be pursued by the Corporation or its subsidiaries, and GHP and Anderson and their respective Affiliates, officers, directors, partners, members, shareholders and employees shall have the right to pursue for their own account (individually or as a partner or a fiduciary) or to recommend to any other person any such investment opportunity.

3. Corporate Opportunities Waiver. To the fullest extent permitted by applicable law, the Corporation, on behalf of itself and its subsidiaries, waives and renounces any right, interest or expectancy of the Corporation and/or its subsidiaries in, or being offered an opportunity to participate in, business opportunities that are from time to time presented to GHP, Anderson or any of their respective Affiliates, officers, directors, partners, members, shareholders and employees or business opportunities of which GHP, Anderson or any of their respective Affiliates, officers, directors, partners, members, shareholders and employees gains knowledge, even if the opportunity is competitive with the business of the Corporation and/or its subsidiaries. To the fullest extent permitted by applicable law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article TWELFTH. If any provision or provisions of this Article TWELFTH shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article TWELFTH (including, without limitation, each portion of any sentence of this Article TWELFTH containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

4. Notwithstanding the foregoing provisions of this Article TWELFTH, the Corporation and/or its subsidiaries do not renounce their interest in any corporate opportunity offered to any director of the Corporation if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Corporation, and the provisions of Sections 2 and 3 of Article TWELFTH shall not apply to any such corporate opportunity.

5. Amendment. . In addition to any other vote required by law or this Restated Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend, repeal or to adopt any provision inconsistent with this Article TWELFTH, nor shall the adoption of any provision inconsistent with this Article TWELFTH apply to or have any effect on the liability or alleged liability of any member of GHP or Anderson, or their respective Affiliates, directors, officers, partners, members, shareholders or employees or with respect to any activities or opportunities which such person becomes aware prior to such alteration, amendment, repeal or adoption.

THIRTEENTH: The Corporation shall not be governed by Section 203 of the DGCL (or any successor provision thereto) ("**Section 203**"), and the restrictions contained in Section 203 shall not apply to the Corporation, until immediately following the time at which both of the following conditions exist (if ever): (i) Section 203 by its terms would, but for the provisions of this Article THIRTEENTH, apply to the Corporation; and (ii) neither GHP Anderson any of their respective affiliates or associates (each, as defined in Section 203) owns (as defined in Section 203) shares of capital stock of the Corporation representing at least fifteen percent (15%) of the voting power of all the then outstanding shares of capital stock of the Corporation, and following such time the Corporation shall thereafter be governed by Section 203 if and for so long as Section 203 by its terms shall apply to the Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, this Restated Certificate of Incorporation, which restates, integrates and amends the certificate of incorporation of the Corporation, as amended and restated, and which has been duly adopted in accordance with Sections 228, 242 and 245 of the DGCL, has been executed by its duly authorized officer this [•] day of [•], 2021.

INTAPP, INC.

By: _____
Name:
Title:

Exhibit 3.2

FORM OF AMENDED

AND RESTATED

BYLAWS OF

INTAPP, INC.

A Delaware Corporation

(Amended and Restated [•], 2021)

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FORM OF AMENDED AND RESTATED BYLAWS

OF

INTAPP, INC.

ARTICLE I

OFFICES

Section 1.1 Name. The name of the corporation is Intapp, Inc. (the "Corporation").

Section 1.2 Principal and Business Offices. The Corporation may have such principal and other business offices, either within or outside of the state of Delaware, as the Board of Directors of the Corporation (the "Board of Directors") may designate or as the Corporation's business may require from time to time.

Section 1.3 Registered Agent and Office. The registered office and registered agent of the Corporation in the State of Delaware shall be as set forth in the Certificate of Incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation").

Section 1.4 Place of Keeping Corporate Records. The records and documents required by law to be kept by the Corporation permanently shall be kept at the Corporation's principal office, or any other location as may be determined by the Board of Directors.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1 Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by Section 211 of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2.2 Annual Meetings. The annual meeting of stockholders (the "Annual Meeting") for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting. The Board of Directors may postpone, reschedule or cancel any Annual Meeting of stockholders previously scheduled by the Board of Directors.

Section 2.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time only by the Board of Directors, the chairperson of the Board of Directors or the Chief Executive Officer of the Corporation, and may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of meeting. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders called in accordance with this Section 2.3.

Section 2.4 Notice. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting.

Section 2.5 Adjournments . Any meeting of the stockholders may be adjourned from time to time by the chairperson of such meeting or by the Board of Directors, without the need for approval thereof by stockholders to reconvene or convene, respectively at the same or some other place. Notice need not be given of any such adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken . At the adjourned, the Corporation may transact any business which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 2.4 hereof shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.11 hereof, and shall give notice of the adjourned or postponed meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.6 Quorum. Unless otherwise required by the DGCL or other applicable law or the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting, the stockholders present may, by the affirmative vote of the holders of a majority in voting power of the shares of the Corporation which are present in person or by proxy and entitled to vote thereon, adjourn the meeting from time to time, in the manner provided in Section 2.5 hereof, until a quorum shall be present or represented.

Section 2.7 Voting. Unless a different or minimum vote is required by law, the Certificate of Incorporation or these Bylaws, or by the rules and regulations of any securities exchange on which the securities of the Corporation are listed for trading, in which case such different or minimum vote shall be the applicable vote on the matter, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority in voting power of the Corporation's shares of capital stock present at the meeting in person or represented by proxy and entitled to vote on such question, voting as a single class. Unless otherwise provided in the Certificate of Incorporation, and subject to Section 2.11 of this Article II, each stockholder present in person or by proxy at any meeting of the stockholders shall be entitled to cast one (1) vote for each share of the capital stock held by such stockholder which has voting power upon the matter in question. Such votes may be cast in person or by proxy as provided in Section 2.8 of this Article II. Voting at any meeting of stockholders need not be by ballot unless the Board of Directors, in its discretion, or the chairperson of a meeting of the stockholders, in his or her discretion, determines that any votes cast at such meeting shall be cast by written ballot. Subject to the rights of the holders of any class or series of preferred stock to elect additional directors under specific circumstances, as may be set forth in the certificate of designations for such class or series of preferred stock, directors shall be elected by a plurality of the votes cast. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 2.8 Proxies. Each stockholder entitled to vote at a meeting of the stockholders may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three (3) years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority:

(a) A stockholder may execute a document authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished in the manner permitted by the DGCL by the stockholder or such stockholder's authorized officer, director, employee or agent.

(b) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such transmission must either set forth or be submitted with information from which it can be determined that the transmission was authorized by the stockholder. If it is determined that such transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information on which they relied.

Any copy, facsimile telecommunication or other reliable reproduction of the document (including any electronic transmission) authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original document for any and all purposes for which the original document could be used; provided, however, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original document.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, no action shall be taken by the stockholders of the Corporation except at an annual or a special meeting of the stockholders called in accordance with these Bylaws, and no action of the stockholders of the Corporation may be taken by the stockholders by written consent or electronic transmission.

Section 2.10 List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided, however, that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 2.11 Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix, as the record date for stockholders entitled to notice of such adjourned meeting, the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting in accordance with the foregoing provisions of this Section 2.11.

Section 2.12 Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by Section 2.10 of this Article II or the books and records of the Corporation, or to vote in person or by proxy at any meeting of stockholders. As used herein, the stock ledger of the Corporation shall refer to one (1) or more records administered by or on behalf of the Corporation in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfer of stock of the Corporation are recorded in accordance with Section 224 of the DGCL.

Section 2.13 Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Meetings of stockholders shall be presided over by the Chairperson of the Board of Directors, if there shall be one, or in his or her absence, or there shall not be a Chairperson of the Board of Directors or in his or her absence, the President. The Board of Directors shall have the authority to appoint a temporary chairperson to serve at any meeting of the stockholders if the Chairperson of the Board of Directors or the President is unable to do so for any reason. Except to the extent inconsistent with any rules and regulations adopted by the Board of Directors, the chairperson of any meeting of the stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting and to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by stockholders. The chairperson at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such chairperson should so determine, such chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.14 Inspectors of Election. In advance of any meeting of the stockholders, to the extent required by law, the Board of Directors, by resolution, the Chairperson of the Board of Directors or the President shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall execute and deliver to the Corporation a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

Section 2.15 Advance Notice for Proposing Business at a Stockholders' Meeting. Only such business (other than nominations for election to the Board of Directors, which must comply with the provisions of Section 2.16 of this Article II) may be transacted at an Annual Meeting as is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the Annual Meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof), or (c) otherwise properly brought before the Annual Meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.15 of this Article II and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting and (ii) who complies with the notice procedures set forth in this Section 2.15 of this Article II.

In addition to any other applicable requirements, for business to be properly brought before an Annual Meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding Annual Meeting (which, for the purposes of the Corporation's first Annual Meeting after its shares are first publicly traded shall be deemed to be [•]); provided, however, that in the event that the date of the Annual Meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such Annual Meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the adjournment or postponement of an Annual Meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (a) as to each matter such stockholder proposes to bring before the Annual Meeting, a brief description of the business desired to be brought before the Annual Meeting and the proposed text of any proposal regarding such business (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these Bylaws, the text of the proposed amendment), and the reasons for conducting such business at the Annual Meeting, and (b) as to the stockholder giving notice and the beneficial owner, if any, on whose behalf the proposal is being made, (i) the name and address of such person, (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of all agreements, arrangements, or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) in connection with or relating to (A) the Corporation or (B) the proposal, including any material interest in, or anticipated benefit from the proposal to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting to bring such business before the meeting; (v) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal and/or (B) otherwise to solicit proxies or votes from stockholders in support of such proposal, and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies by such person with respect to the proposed business to be brought by such person before the Annual Meeting pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder. A stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.15 of this Article II shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of the Annual Meeting.

No business shall be conducted at the Annual Meeting except business brought before the Annual Meeting in accordance with the procedures set forth in this Section 2.15 of this Article II. If the chairperson of an Annual Meeting determines that business was not properly brought before the Annual Meeting in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

Nothing contained in this Section 2.15 of this Article II shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law) and the foregoing notice requirements of this Section 2.15 shall be deemed satisfied by a stockholder with respect to business if the stockholder has notified the Corporation of his, her or its intention to present a proposal at an Annual Meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such Annual Meeting.

Notwithstanding the foregoing provisions of this Section 2.15 of this Article II, if the stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting to present business, such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.15 of this Article II, to be a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

Section 2.16 Advance Notice for Nomination of Directors. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors, except as may be otherwise provided in the Certificate of Incorporation with respect to the right of holders of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any Annual Meeting, or at any special meeting of stockholders called for the purpose of electing directors, (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.16 of this Article II and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting or special meeting and (ii) who complies with the notice procedures set forth in this Section 2.16 of this Article II. The number of nominees a stockholder may nominate for election at the Annual Meeting or special meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the Annual Meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such Annual Meeting or special meeting.

In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation (a) in the case of an Annual Meeting, not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding Annual Meeting (which, for the purposes of the Corporation's first Annual Meeting after its shares are first publicly traded is [•]); provided, however, that in the event that the date of the Annual Meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such Annual Meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation; and (b) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made by the Corporation, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting or a special meeting called for the purpose of electing directors, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (iv) such person's completed and signed written questionnaire with respect to the background and qualification of such person (in the form to be provided by the Secretary upon written request of any stockholder of record within 10 days of such request), (v) such person's written representation and agreement that such person (A) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation in such representation and agreement and (C) in such person's individual capacity, would be in compliance, if elected as a director of the Corporation, and will comply with, all applicable publicly disclosed confidentiality, corporate governance, conflict of interest, Regulation FD, code of conduct and ethics, and stock ownership and trading policies and guidelines of the Corporation and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (b) as to the stockholder giving the notice, and the beneficial owner, if any, on whose behalf the nomination is being made, (i) the name and record address of the stockholder giving the notice and the name and principal place of business of such beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of (A) all agreements, arrangements, or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any proposed nominee, or any affiliates or associates of such proposed nominee, (B) all agreements, arrangements, or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, or otherwise relating to the Corporation or their ownership of capital stock of the Corporation, and (C) any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting or special meeting to nominate the persons named in its notice; (v) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect directors and/or (B) otherwise to solicit proxies or votes from stockholders in support of such election, and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

A stockholder providing notice of any nomination proposed to be made at an Annual Meeting or special meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.16 of this Article II shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting or special meeting, and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of such Annual Meeting or special meeting.

No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.16 of this Article II. If the chairperson of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Except as otherwise required by law, nothing in this Section 2.16 of this Article II shall obligate the Corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the Corporation or the Board of Directors information with respect to any nominee for director submitted by a stockholder.

Notwithstanding the foregoing provisions of this Section 2.16 of this Article II, if the stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting or a special meeting of the stockholders of the Corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.16 of this Article II, to be considered a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

Notwithstanding anything in these Bylaws to the contrary, for so long as any party to the Stockholders Agreement, dated as of [•], 2021, by and among the Corporation, Great Hill Equity Partners IV, L.P., Great Hill Investors, LLC and Anderson Investments Pte. Ltd., as may be amended, supplemented, restated or otherwise modified from time to time (the "Stockholders Agreement"), is entitled to nominate a director or directors pursuant to the Stockholders Agreement, such party shall not be subject to this Section 2.16 with respect to a nomination made pursuant to the Stockholders Agreement.

Section 2.17 Delivery to the Corporation. Whenever Sections 2.15 and 2.16 of this Article II require one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, the Corporation expressly opts out of Section 116 of the DGCL with respect to the delivery of information and documents to the Corporation required by Sections 2.15 and 2.16 of this Article II.

ARTICLE III

DIRECTORS

Section 3.1 Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by law or in the Certificate of Incorporation or the DGCL. Subject to the applicable requirements of the Stockholders Agreement and the rights of holders of any series of preferred stock to elect directors, the number of directors shall be established from time to time by the Board of Directors. Directors need not be stockholders.

Section 3.2 Classes of Directors. The Board of Directors shall be and is divided into three (3) classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The Board of Directors is authorized to assign members of the Board of Directors to Class I, Class II or Class III.

Section 3.3 Election; Term of Office. Each director shall serve for a term ending on the date of the third Annual Meeting of stockholders following the Annual Meeting of stockholders at which such director was elected; provided, however, that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first Annual Meeting of stockholders held following the date the Common Stock is first publicly traded (the "IPO Date"); each director initially assigned to Class II shall serve for a term expiring at the Corporation's second Annual Meeting of stockholders held following the IPO Date; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third Annual Meeting of stockholders held following the IPO Date. At each Annual Meeting of stockholders commencing with the first Annual Meeting of stockholders following the IPO Date, the directors of the class to be elected at each Annual Meeting shall be elected for a three-year term. If the total number of such directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the total number of directors remove or shorten the term of any incumbent director. Each director shall hold office until the Annual Meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her earlier death, resignation, retirement, disqualification or removal from office.

Section 3.4 Meetings. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors or any committee thereof may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors or such committee, respectively. Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, if there be one, the President, or by any director. Special meetings of any committee of the Board of Directors may be called by the chairperson of such committee, if there be one, the President, or any director serving on such committee. Notice of any special meeting stating the place, date and hour of the meeting shall be given to each director (or, in the case of a committee, to each member of such committee) not less than forty-eight (48) hours before the time of the meeting, by telephone, or in the form of a writing or electronic transmission..

Section 3.5 Organization. At each meeting of the Board of Directors or any committee thereof, the Chairperson of the Board of Directors or the chairperson of such committee, as the case may be, or, in his or her absence or if there be none, the President (only if the President is also a director), and, if the President is not a director, a director chosen by a majority of the directors present, shall act as chairperson of such meeting. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 3.6 Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board of Directors, if there be one, the President or the Secretary of the Corporation and, in the case of a committee, to the chairperson of such committee, if there be one. Such resignation shall take effect when delivered or, if such resignation specifies a later effective time or an effective time, determined upon the happening of an event or events, in which case, such resignation takes effect upon such effective time. Unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Subject to the rights of holders of any series of preferred stock of the Corporation, directors may be removed but only for cause and only by the affirmative vote of the holders of at least a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote at an election of directors. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 3.7 Vacancies. Any vacancy or newly created directorship on the Board of Directors shall be filled only in accordance with the Certificate of Incorporation.

Section 3.8 Quorum. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

Section 3.9 Actions of the Board of Directors by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. Any person, whether or not then a director, may provide, through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event) no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to it becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, or the committee thereof, in the same paper or electronic form as the minutes are maintained.

Section 3.10 Meetings by Means of Conference Communications Equipment. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a video or telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.10 shall constitute presence in person at such meeting.

Section 3.11 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange on which the securities of the Corporation are listed or quoted for trading. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange on which the securities of the Corporation are listed or quoted for trading, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. A majority of the members of such committee shall constitute a quorum for the transaction of business and the vote of a majority of the members of the committee present at a meeting at which a quorum is present shall be the act of the committee. Any such committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority to (i) approve, adopt, or recommend to the stockholders any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend, or repeal any of these Bylaws. Each committee shall keep regular minutes and report to the Board of Directors when required. Notwithstanding anything to the contrary contained in this Article III, the resolution of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling.

Section 3.12 Subcommittees. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating a committee, such committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee. Except for references to committees and members of committees in Section 3.11, every reference in these Bylaws to a committee of the Board of Directors or a member of a committee shall be deemed to include a reference to a subcommittee or member of a subcommittee.

Section 3.13 Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

Section 3.14 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes such contract or transaction.

ARTICLE IV

OFFICERS

Section 4.1 General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, also may choose a Chairperson of the Board of Directors (who must be a director) and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairperson of the Board of Directors, need such officers be directors.

Section 4.2 Election. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders (or action by written consent of stockholders in lieu of the Annual Meeting of Stockholders), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 4.3 Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.4 Chairperson of the Board of Directors. The Board of Directors may appoint from its members a Chairperson of the Board of Directors who shall preside at all meetings of the stockholders and of the Board of Directors. The Chairperson of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

Section 4.5 President. The President shall be the Chief Executive Officer of the Corporation. The President shall, subject to the oversight and control of the Board of Directors and have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have the power to execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, except where required by law to be otherwise signed and executed. In the absence or disability of the Chairperson of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and, if the President is also a director, the Board of Directors. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board of Directors.

Section 4.6 Vice Presidents. At the request of the President or in the President's absence or in the event of the President's inability or refusal to act, the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 4.7 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairperson of the Board of Directors or the President, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.8 Treasurer. The Treasurer shall have the custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the President taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation.

Section 4.9 Assistant Secretaries. Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 4.10 Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Assistant Treasurer and for the restoration to the Corporation, in case of the Assistant Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Assistant Treasurer's possession or under the Assistant Treasurer's control belonging to the Corporation.

Section 4.11 Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 5.1 Shares of Stock. The shares of capital stock of the Corporation shall be represented by a certificate, unless and until the Board of Directors of the Corporation adopts a resolution permitting shares to be uncertificated. Every holder of stock represented by certificates shall be entitled to have a certificate for shares of capital stock of the Corporation signed by, or in the name of, the Corporation by any two authorized officers of the Corporation (it being understood that each of the Chairman of the Board of Directors (if an officer), the Vice Chairperson of the Board of Directors (if an officer), the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary shall be an authorized officer for such purpose), certifying the number of shares owned by such stockholder in the Corporation.

Section 5.2 Signatures. To the extent any shares are represented by certificates, any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.3 Lost Certificates. The Corporation may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Corporation shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.4 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement, compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary or Assistant Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5.5 Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.6 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 5.7 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 6.1 Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given in writing directed to such director's, committee member's or stockholder's mailing address (or by electronic transmission directed to such director's, committee member's or stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation and shall be given: (a) if mailed, when the notice is deposited in the United States mail, postage prepaid, (b) if delivered by courier service, the earlier of when the notice is received or left at such director's, committee member's or stockholder's address or (c) if given by electronic mail, when directed to such director's, committee member's or stockholder's electronic mail address unless such director, committee member or stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by applicable law, the Certificate of Incorporation or these Bylaws. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Without limiting the manner by which notice otherwise may be given effectively to stockholders, but subject to Section 232(e) of the DGCL, any notice to stockholders given by the Corporation under applicable law, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission other than email consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notice given by electronic transmission, as described above, shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the stockholder. Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (i) the Corporation is unable to deliver by such electronic transmission two consecutive notices given by the Corporation and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action. The terms "electronic mail," "electronic mail address," "electronic signature" and "electronic transmission" as used herein shall have the meanings ascribed thereto in the DGCL. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within 60 days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 6.1, shall be deemed to have consented to receiving such single written notice.

Section 6.2 Waivers of Notice. Whenever any notice is required, by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual Meeting or special meeting of stockholders or any regular or special meeting of the Board of Directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by law, the Certificate of Incorporation or these Bylaws.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.9 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2 Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.4 Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7.5 Electronic Signatures, etc. Section 7.6 Except as provided in Section 2.17 of these Bylaws, any document, including, without limitation, any consent, agreement, certificate or instrument, required by the DGCL, the Certificate of Incorporation or these Bylaws to be executed by any officer, director, stockholder, employee or agent of the corporation may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law. All other contracts, agreements, certificates or instruments to be executed on behalf of the corporation may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 8.3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person’s conduct was unlawful.

Section 8.2 Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 8.3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 8.3 Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of this Article VIII, as the case may be. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 8.4 Good Faith Defined. For purposes of any determination under Section 8.3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers or employees of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of this Article VIII, as the case may be.

Section 8.5 Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 8.3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 8.1 or Section 8.2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 8.3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 8.6 Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a current or former director or officer of the Corporation in appearing at, participating in or defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding ; provided, however, that, if the DGCL requires, advancement shall be made solely upon delivery to the Corporation of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 8.7 Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 8.1 and Section 8.2 of this Article VIII shall be made to the fullest extent permitted by law. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL, or by any other applicable law. A right to indemnification or to advancement of expenses arising under a provision of the Certificate of Incorporation or these Bylaws shall not be eliminated or impaired by an amendment to the Certificate of Incorporation or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 8.1 or Section 8.2 of this Article VIII but whom the Corporation has the power or obligation to indemnify, under the provisions of the DGCL, or otherwise.

Section 8.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 8.9 Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 8.10 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.11 Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 8.12 Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

Section 8.13 Contract Rights. The obligations of the Corporation in this Article VIII to indemnify, and advance expenses to, a person who is or was a director or officer of the Corporation shall be considered a contract between the Corporation and such person, and no modification or repeal of any provision of this Article VIII shall affect, to the detriment of such person, such obligations of the Corporation in connection with a claim based on any act or failure to act occurring before such modification or repeal.

Section 8.14 Amounts Received from an Other Entity. Subject to any written agreement between any director or officer and the Corporation to the contrary, the Corporation's obligation, if any, to indemnify or to advance expenses to any director or officer who was or is serving at the Corporation's request as a director, officer, employee or agent of an Other Entity shall be reduced by any amount such director or officer may collect as indemnification or advancement of expenses from such Other Entity.

ARTICLE IX

AMENDMENTS

Section 9.1 Amendments. In furtherance and not in limitation of the powers conferred upon it by the DGCL, and subject to the terms of any series of preferred stock of the Corporation and the Certificate of Incorporation, the Board of Directors shall have the power to adopt, amend, alter or repeal these Bylaws. In addition to any other vote required by law or the Certificate of Incorporation, the stockholders may adopt, amend, alter or repeal the Bylaws, or adopt any provision inconsistent therewith, by the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon. In addition to any other vote required by law or the Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required for the stockholders to amend or repeal, or to adopt any provision inconsistent with, this Section 9.1.

Section 9.2 Entire Board of Directors. As used in this Article IX and in these Bylaws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

* * *

Adopted as of: [•]

Exhibit 4.1

EXECUTION VERSION

SUBSCRIPTION AND PURCHASE AGREEMENT

This SUBSCRIPTION AND PURCHASE AGREEMENT, dated as of March 28, 2019 (this " Agreement"), is entered into by and between LegalApp Holdings, Inc., a Delaware corporation (the "Company") and HLUS Holdings LLC, a Delaware limited liability company (the "Purchaser").

WHEREAS, the Company intends to issue and sell to the Purchaser, and the Purchaser intends to purchase from the Company, shares of common stock of the Company, par value $0.001 per share (the "Common Stock"); and

WHEREAS, concurrently with the execution of this Agreement, the Purchaser is delivering a joinder agreement to the Amended and Restated Stockholders Agreement, dated as of April 27, 2017 (as amended hereafter from time to time, the "Stockholders Agreement"), by and among the Company and its stockholders.

NOW, THEREFORE, in consideration of the foregoing and the representations, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. Certain Defined Terms. For purposes of this Agreements, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The word "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Common Stock" has the meaning set forth in the recitals.

"Company" has the meaning set forth in the preamble.

"Evaluation Material" has the meaning set forth in Section 4(l).

"Indemnified Party" has the meaning set forth in Section 8(d).

"Indemnifying Party" has the meaning set forth in Section 8(d).

"Liability" has the meaning set forth in Section 7(b).

"Loss" has the meaning set forth in Section 8(b).

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint enterprise, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

"Other Indemnified Persons" has the meaning set forth in Section 7(c).

"Purchase Price" has the meaning set forth in Section 2(a).

"Purchaser" has the meaning set forth in the preamble.

"Purchaser Indemnified Persons" has the meaning set forth in Section 7(b).

"Shares" has the meaning set forth in Section 2(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Stockholders" has the meaning set forth in Section 7(a).

"Stockholders Agreement" has the meaning set forth in the recitals.

"Transfer" means any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a security, any interest or rights in a security, or any rights under this Agreement. "Transferred" means the accomplishment of a Transfer, and "Transferee" means the recipient of a Transfer.

SECTION 2. Issuance and Sale of Common Stock.

(a) The Company hereby issues and sells to the Purchaser, and the Purchaser hereby purchases from the Company, 250,000 shares of Common Stock (the "Shares"), for a purchase price of $12 per share and $3,000,000 in the aggregate (the "Purchase Price").

(b) Simultaneously with the execution of this Agreement, the Purchaser is delivering to the Company the Purchase Price by wire transfer in immediately available funds to the bank account designated by the Company.

(c) Promptly after the execution of this Agreement, the Company shall deliver a stock certificate evidencing the issuance of the Shares to the Purchaser.

SECTION 3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser as follows:

(a) Organization, Power and Standing. The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all necessary corporate power and authority (i) to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby and (ii) to own lease and operate its properties and carry on its business as presently owned, leased, operated or conducted.

(b) Authorization, Validity and Enforceability. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action on the part of the Company. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement constitutes legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

(c) No Conflicts. The execution, delivery and performance of this Agreement by the Company does not (i) conflict with or result in a breach of the organizational documents of the Company, (ii) conflict with or violate any law or governmental order applicable to the Company, (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, any note, bond, mortgage or indenture, contract, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Company is a party or by which any of such properties is bound or affected, except, in each case, as would not be material to the Company.

(d) Capitalization. As of immediately prior to the issuance of the Shares, there were (i) fifty-five million (55,000,000) authorized shares of Common Stock, of which twenty-three million three hundred twenty-three thousand six hundred seventy (23,323,670) shares were issued and outstanding and (ii) eighteen million twenty-three thousand eight hundred eighty-six (18,023,886) authorized shares of preferred stock, of which seventeen million seven hundred sixty-two thousand three hundred seventy-nine (17,762,379) shares were issued and outstanding.

(e) Issuance of the Shares. The Shares, when issued and paid for in accordance with this Agreement, will be duly and validly issued and outstanding, fully paid and non-assessable. The Purchaser will acquire good and marketable title to the Shares, free and clear of any liens, encumbrances, security interests, claims, or restrictions, other than restrictions under the Stockholders Agreement, this Agreement or applicable securities laws.

(f) No Broker. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Company.

SECTION 4. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company as follows:

(a) Organization, Power and Standing. The Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all necessary company power and authority (i) to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby and (ii) to own lease and operate its properties and carry on its business as presently owned, leased, operated or conducted.

(b) Authorization, Validity and Enforceability. The execution and delivery of this Agreement by the Purchaser, the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Company) this Agreement constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

(c) No Conflicts. The execution, delivery and performance of this Agreement by the Purchaser does not (i) conflict with or result in a breach of the organizational documents of the Purchaser, (ii) conflict with or violate any law or governmental order applicable to the Purchaser, (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, any note, bond, mortgage or indenture, contract, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Purchaser is a party or by which any of such properties is bound or affected.

(d) Purchase Entirely for Own Account. The Shares are being acquired by the Purchaser solely for the Purchaser's own account, for investment purposes only and with no present intention of distributing, selling or otherwise disposing of them in connection with a distribution. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or understanding with any person to sell or transfer any of the Shares.

(e) Restricted Securities. The Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein or otherwise made pursuant hereto. The Purchaser understands that the Shares are "restricted securities" and may not be sold, transferred or otherwise disposed of by the Purchaser without registration under the Securities Act and any applicable state securities laws, or an exemption therefrom, and that in the absence of an effective registration statement covering such Shares or an available exemption from registration, the Shares may be required to be held indefinitely. The Purchaser is aware that the Shares may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of that Rule are met. The Purchaser understands that this offering is not intended to be part of a public offering, and that the Purchaser will not be able to rely on the protection of Section 11 of the Securities Act.

(f) No Public Market. The Purchaser understands and acknowledges that no public market now exists for any of the Shares issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's shares.

(g) Accredited Investor. The Purchaser is (i) a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act or (ii) an "accredited investor" as defined in Rule 501(a)(1), (2), (3), or (7) of Regulation D promulgated under the Securities Act. Neither the Purchaser nor any of its equity owners is subject to any "Bad Actor" disqualifications described on Rule 506(d)(1)(i) to (viii) of Regulation D promulgated under the Securities Act.

(h) Transfer Restrictions. The Purchaser understands that (i) the Shares may only be transferred in accordance with this Agreement, the Stockholders Agreement and applicable securities laws and that substantial restrictions (pursuant to this Agreement, the Stockholders Agreement and applicable securities laws) will exist on the transferability of the Shares and (ii) the Purchaser may not be able to liquidate its investment in the Company.

(i) Future Financings. The Purchaser understands and acknowledges that the Company may complete additional financings in the future in order to develop the proposed business of the Company and to fund its ongoing development. There is no assurance that any such financings will be available and, if available, on reasonable terms and the Purchaser does not have any contractual right to participate in such financings. Any such financings may have a dilutive effect on current shareholders, including the Purchaser. If such future financings are not available, the Company may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture.

(j) Sophisticated Investor. The Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company. The Purchaser is able to bear the economic risk of an investment in the Shares and has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the proposed investment. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management.

(k) Independent Investigation. The Purchaser has conducted its own independent investigation, review and analysis of, and reached its own independent conclusions regarding, the Company and its operations, assets, condition (financial or otherwise) and prospects. The Purchaser and its representatives have been provided such access to the personnel, properties, premises, records and other documents and information of and relating to the Company as it has requested for such purpose. The Purchaser has been represented by, and had the assistance of, counsel in the conduct of its due diligence, the preparation and negotiation of this Agreement, and the consummation of the transactions contemplated hereby and thereby.

(l) No Other Representations. The Purchaser acknowledges and agrees that other than the representations and warranties expressly made by the Company in this Agreement, none of the Company, any of the Company's representatives or any other Person has made or makes any representation or warranty, written or oral, express or implied, at law or in equity, with respect to the Company, including any representation or warranty as to merchantability or fitness for a particular use or purpose. None of the Company or any of its representatives have made, and shall not be deemed to have made, any representations or warranties in the information or materials relating to the Company or its business made available to the Purchaser and its representatives, including projections, due diligence materials, data room materials, or in any presentation by management of the Company or others in connection with the transactions contemplated hereby (collectively, the "Evaluation Material"), and no statement contained in any

of such information or materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by the Purchaser in executing, delivering and performing this Agreement and the transactions contemplated hereby and the Purchaser represents that it has not relied on any Evaluation Material. In entering into this Agreement, the Purchaser acknowledges that it has not relied on and is not relying on any representation, warranty or other statement made by, on behalf of or relating to the Company, except for the representations and warranties expressly set forth in this Agreement.

(m) No Broker. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by, or on behalf of, the Purchaser.

SECTION 5. Transfer Restrictions. In addition to the Transfer restrictions set forth in the Stockholders Agreement, the Purchaser shall not Transfer all or any portion of the Shares or any shares of capital stock of the Company hereafter acquired, except (a) for a Transfer to any Affiliate of the Purchaser (including future investment funds that have affiliated but not identical general partners), (b) pursuant to Transfers required to be consummated by the Purchaser under the Stockholders Agreement, (c) for Transfers to the Company or (d) with the prior written approval of each Major Investor (as defined in the Stockholders Agreement); provided that, in case of clauses (a) and (d), the Purchaser shall cause the transferee of such shares to assume the obligations under this Agreement and the Stockholders Agreement prior to the consummation of such Transfer. The restrictions set forth in this Section 5 shall terminate upon a Sale Event (as defined in the Stockholders Agreement) or a QPO (as defined in the Company's Fifth Amended and Restated Certificate of Incorporation).

SECTION 6. Financial Information. Notwithstanding the fact that the Purchaser will not be a 5% Holder (as defined in the Stockholders Agreement), the Company shall furnish to the Purchaser the financial information contemplated to be furnished to 5% Holders pursuant to Section 7.1(a) and Section 7.1(b) of the Stockholders Agreement in accordance with the terms thereof. In addition, the Purchaser may from time to time (but not more than once per calendar quarter) submit a written inquiry to the Company as to whether the Company has in a new primary issuance issued shares of capital stock (excluding issuances due to option or warrant exercises), in which case the Company shall inform the Purchaser as to whether any such new issuances of shares of capital stock have occurred and, if such issuance has occurred, the valuation of the Company implied by such issuance.

SECTION 7. Piggyback Registration Rights.

(a) Registration Rights. If the Company at any time proposes to register any of its shares of Common Stock under the Securities Act for sale to the public (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering such shares for sale to the public), then, for as long as the Purchaser owns any shares of Common Stock of the Company, each such time it will give written notice at the applicable address of record to the Purchaser of its intention to do so. Upon the written request of the Purchaser, given within twenty (20) days after receipt by the Purchaser of such notice, the Company will, subject to the limits contained in this Section 7, use its best efforts to cause all such shares of Common

Stock of the Purchaser to be registered under the Securities Act and qualified for sale under any state blue sky law, all to the extent required to permit such sale or other disposition of such shares of Common Stock; provided, however, that if the Company is advised in writing in good faith by any managing underwriter of the Company's securities being offered in a public offering pursuant to such registration statement that the amount to be sold by persons other than the Company (collectively, the "Selling Stockholders") is greater than the amount which can be offered without adversely affecting the offering, the Company may reduce the amount offered for the accounts of the Selling Stockholders (including the Purchaser) to a number deemed satisfactory by such managing underwriter.

(b) Indemnification by the Company. The Company shall indemnify and hold harmless the Purchaser (including its partners (including partners of partners and shareholders of such partners)) and directors, officers, employees and agents of the Purchaser, and each other Person who participates in the offering of such securities and each other Person, if any, who controls (within the meaning of the Securities Act) the Purchaser (collectively, the "Purchaser Indemnified Persons") against any losses, claims, damages or liabilities (collectively, "Liability"), joint or several, to which such Purchaser Indemnified Person may become subject under the Securities Act or any other statute or at common law, insofar as such Liability (or action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which such securities were registered under the Securities Act, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus used in connection with any offering, including but not limited to, any free writing prospectus used by the Company, the underwriters or the stockholders of the Company, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation by the Company of the Securities Act, any state securities or "blue sky" laws or any sale or regulation thereunder in connection with such registration. The Company shall reimburse each such Purchaser Indemnified Person in connection with investigating or defending any such Liability; provided, however, that the Company shall not be liable to any Indemnified Person in any such case to the extent that any such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, preliminary or final prospectus, or amendment or supplement thereto, free writing prospectus, or other information, in reliance upon and in conformity with information furnished in writing to the Company by the Purchaser specifically for use therein; provided, further, that the Company shall not be required to indemnify any Person against any liability arising from any untrue or misleading statement or omission contained in any preliminary prospectus if such deficiency is corrected in the final prospectus or for any Liability which arises out of the failure of any Person to deliver a prospectus as required by the Securities Act regardless of any investigation made by or on behalf of such Purchaser Indemnified Person and shall survive transfer of such securities by the Purchaser.

(c) Indemnification by the Purchaser. If any of the Purchaser's securities are included in a registration being effected, the Purchaser shall indemnify and hold harmless each other selling holder of any securities, the Company, its directors and officers, employees and agents, each underwriter and each other Person, if any, who controls (within the meaning of the Securities Act) the Company or such underwriter (collectively, the "Other Indemnified

Persons"), against any Liability, joint or several, to which any such Other Indemnified Person may become subject under the Securities Act or any other statute or at common law, insofar as such Liability (or actions in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which securities were registered under the Securities Act at the request of the Purchaser, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus used in connection with such offering, including but not limited to, any free writing prospectus used by the Company, the underwriters or the any stockholder of the Company, or (ii) any omission or alleged omission by the Purchaser to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any information provided at the instruction of the Purchaser to any Person participating in the offer at the point of sale containing any untrue statement or alleged untrue statement of any material fact or omitting or allegedly omitting any material fact required to be included in such information or necessary to make the statements therein not misleading, in the case of (i), (ii) and (iii) to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in such registration statement, preliminary or final prospectus, amendment or supplement thereto, free writing prospectus, or other information, in reliance upon and in conformity with information furnished in writing to the Company by the Purchaser specifically for use therein. The Purchaser shall reimburse any Other Indemnified Person for any legal fees incurred in investigating or defending any such Liability; provided, however, that in no event shall the Liability of the Purchaser for indemnification under this Section 7(c) in its capacity as a seller of Registrable Securities exceed the lesser of (i) that proportion of the total of such losses, claims, damages, expenses or liabilities indemnified against equal to the proportion of the total securities sold under such registration statement which is being held by the Purchaser, or (ii) the amount equal to the proceeds to the Purchaser of the securities sold in any such registration; provided, further, that no selling Stockholder shall be required to indemnify any Person against any Liability arising from any untrue or misleading statement or omission contained in any preliminary prospectus if such deficiency is corrected in the final prospectus or for any Liability which arises out of the failure of any Person to deliver a prospectus as required by the Securities Act.

(d) Termination. The right of the Purchaser to request inclusion of securities in any registration pursuant to Section 7(a) shall terminate upon the earliest to occur of: (i) a Deemed Liquidation Event (as defined in the in the Company's Fifth Amended and Restated Certificate of Incorporation), (ii) such time after consummation of the QPO (as defined in the Company's Fifth Amended and Restated Certificate of Incorporation) as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of the Purchaser's shares without limitation during a three-month period without registration, or (iii) the second anniversary of the QPO (as defined in the Company's Fifth Amended and Restated Certificate of Incorporation).

SECTION 8. Indemnification.

(a) Survival. The representations and warranties contained herein and all related rights to indemnification shall survive the Closing for a period of eighteen (18) months. The covenants set forth herein shall survive until the expiration of the term or period specified therein.

(b) Indemnification by the Company. In connection with the Purchaser's subscription and purchase of the Shares, the Company shall indemnify and hold harmless the Purchaser and its Affiliates, and its and their officers, directors and employees against Liabilities actually incurred by them arising out of or resulting from the breach of (i) any representation or warranty made by the Company in this Agreement and (ii) any covenant entered into by the Company in this Agreement. In no event shall the aggregate liability of the Company under or in connection with Section 8(b)(i) exceed the Purchase Price.

(c) Indemnification by the Purchaser. In connection with the Company's issuance and sale of the Shares, the Purchaser, shall indemnify and hold harmless the Company and all of their respective Affiliates and its and their officers, directors and employees against all Liabilities actually incurred arising out of or resulting from the breach of (i) any representation or warranty made by the Purchaser in this Agreement and (ii) any covenant entered into by the Purchaser in this Agreement.

(d) Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). Such notice shall describe the claim in reasonable detail and, to the extent practicable, an estimate of the Liability therefor. In connection with any action or proceeding by a Person who is not a party to this Agreement with respect to which a party to this Agreement may be obligated to provide indemnification pursuant to this Section 8, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action within 30 days of the Indemnifying Party receiving notice of such claim, and the Indemnified Party shall reasonably cooperate with the defense of such claim. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party shall defend against such action in such manner as it may reasonably deem appropriate; provided that the Indemnified Party shall not settle such action without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(e) Exclusive Remedy. (i) This Section 8, Sections 7(b) and 7(c) shall be the sole and exclusive monetary remedy of the Indemnified Parties (including the Purchaser and the Company) in connection with this Agreement and the transactions contemplated hereby, (ii) except as set forth in Section 9(l), neither the Purchaser nor the Company shall be liable or responsible in any manner whatsoever (whether for indemnification or otherwise) to any Indemnified Party for a breach of this Agreement or in connection with any of the transactions contemplated by this Agreement, including the issuance of the Shares pursuant hereto, except pursuant to the indemnification provisions set forth in this Section 8 and Sections 7(b) and 7(c), and (iii) each party hereto hereby waives, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action (A) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or (B) otherwise relating to the subject matter of this Agreement, in each case, that it may have against the other Party and its Representatives arising under or based upon any applicable Law, except pursuant to the indemnification provisions set forth in this this Section 8 and Sections 7(b) and 7(c) and Section 9(l).

SECTION 9. Miscellaneous Provisions.

(a) Confidentiality.

(i) The Purchaser shall not, and shall cause its Affiliates not to, make any press release or public announcement disclosing the existence of this Agreement or make known publicly any facts related to the transactions contemplated herein, except (A) that the Purchaser may only disclose that this Agreement was entered into (but shall not disclose the price of the Shares, the amount of the investment, the valuation of the Company, its percentage ownership in the Company or the specific terms of this Agreement), and the Purchaser may answer questions from research analysts regarding the fact that the Purchaser holds an interest in the Company (provided that such disclosure is limited to the fact that this Agreement was entered into (but shall not disclose the price of the Shares, the amount of the investment, the valuation of the Company, its percentage ownership in the Company or the specific terms of this Agreement)), (B) if no other information is provided by the Purchaser at any other time (including the price of the Shares, the identity of the Company, the valuation of the Company, its percentage ownership in the Company or the terms of this Agreement), the Purchaser may disclose the fact that it made an investment in the amount of $3 million in a technology related business, (C) with the prior written consent of the Company or (D) as required by applicable law, regulation or United States Generally Accepted Accounting Principles (provided, however, that any disclosure in accordance with this clause (D) shall be limited to the minimum amount of information required to comply with such obligation). For the avoidance of doubt, it is the Parties' understanding that the Purchaser will not be required pursuant to applicable law, regulation or United States Generally Accepted Accounting Principles to disclose the per share price for the Shares, the valuation of the Company implied thereby or any future valuation of the Company. Notwithstanding the foregoing, (i) the Purchaser may not make or cause to be issued a press release with respect to the Company or its investment without the prior written consent of the Company and (ii) no disclosure shall be made in the event that legal counsel to the Company advises that such disclosure may conflict with, or violate applicable Law in connection with, an initial public offering of the Company.

(ii) Subject to Section 9(a)(i), the Purchaser shall comply with the terms of Section 7.8 of the Stockholders Agreement with respect to all confidential information made available by the Company to the Purchaser, including information made available under Section 6.

(b) Limitation on Damages. In no event shall any party hereto have any liability under or in connection with this Agreement for punitive, exemplary, special, indirect or consequential damages, damages for lost profits, damages for diminution in value or damages computed on a multiple of earnings basis.

(c) Expenses. All costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(d) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally by hand or by overnight courier or other delivery method or when sent by electronic mail transmission (provided that, in the case of electronic mail transmission, either receipt of such electronic mail is acknowledged by the applicable recipient or a confirmatory hardcopy is sent without undue delay by an internationally recognized courier service), in each case, to the following physical and electronic mail addresses (or to such other physical and electronic mail address as a party hereto may have specified by notice pursuant to this provision):

(i) if to the Company, to the address set forth below:

LegalApp Holdings, Inc.
200 Portage Avenue
Palo Alto, California 94306
Attn: Chief Financial Officer
E-Mail: stephen.robertson@intapp.com

with a copy (which shall not constitute service) to:

(Before June 15, 2019)

DealCloud, Inc.
129 West Trade Street
Suite 1025
Charlotte, North Carolina 28202
Attn: General Counsel
E-Mail: legal@intapp.com

(On and after June 15, 2019)

DealCloud, Inc.
300 South Tryon Street
Suite 1200
Charlotte, North Carolina 28202
Attn: General Counsel
E-Mail: legal@intapp.com

(ii) if to the Purchaser, to the address set forth below:

HLUS Holdings LLC
1 Presidential Blvd, 4th Floor
Bala Cynwyd, Pennsylvania 19004
Attn: Kristin Jumper
E-Mail: kjumper@hamiltonlane.com

(e) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(f) Entire Agreement. This Agreement, the Stockholders Agreement and the side letter entered into concurrently with this Agreement by and between the parties hereto constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof and thereof.

(g) Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the other parties hereto and any such assignment or attempted assignment without such consent shall be void; provided, however, that the Purchaser may assign any of its rights and obligations under this Agreement to an Affiliate (which assignment will not release the Purchaser of any of its obligations hereunder).

(h) Amendment. This Agreement may not be amended or modified except (i) by an instrument in writing signed by, or on behalf of, the parties hereto or (ii) by a waiver in accordance with Section 9(i).

(i) Waiver. Any party hereto may (i) extend the time for the performance of any of the obligations or other acts of any other party, (ii) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant hereto, or (iii) waive compliance with any of the agreements of any other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(j) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement; except that (i) each party to the Stockholders Agreement shall be a third party beneficiary to Section 5, (ii) each Purchaser Indemnified Party shall be a third party beneficiary to Section 7(b), and (iii) each Other Indemnified Party shall be a third party beneficiary to Section 7(c), in each case, with the right to enforce such provision.

(k) Law Governing. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(l) Remedies. It is specifically understood and agreed that any breach of the provisions of this Agreement by any party hereto will result in irreparable injury to the other party or third party beneficiaries hereto, that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which they may have, such other party or third party beneficiaries may enforce their respective rights by actions for specific performance (to the extent permitted by law) and the Company may refuse to recognize any unauthorized transferee as one of its stockholders for any purpose, including, without limitation, for purposes of dividend and voting rights, until the relevant party or parties have complied with all applicable provisions of this Agreement and the Stockholders Agreement.

(m) Dispute Resolution. The parties hereto shall cooperate in good faith to resolve any dispute that may arise under or with respect to this Agreement (each, a "Dispute"); provided, however, the parties shall work in good faith to resolve any such Dispute for a reasonable period of time (not to exceed fifteen (15) business days, unless otherwise agreed by the parties). Any Dispute that cannot be resolved by mutual agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association in accordance with its International Arbitration Rules. Any such arbitration shall be conducted in English in the State of Delaware by a panel of three arbitrators. The parties agree that the existence, conduct and content of any arbitration pursuant to this Section 9(m) shall be kept confidential and no party shall disclose to any Person any information about such arbitration, except in connection with such arbitration or as may be required by Law. The decision and award of any such arbitrator shall be final, non-appealable and binding upon the parties involved in such Dispute, and shall be enforceable by any such party in any court of competent jurisdiction. Notwithstanding the foregoing, (i) any party hereto may elect to seek injunctive relief and other equitable relief from a court of competent jurisdiction with respect a Dispute, and (ii) if a party hereto is seeking an injunction or other equitable relief in connection with any Dispute, such party may elect to seek such remedy from a court of competent jurisdiction pursuant to Section 9(n) of this Agreement without submitting such Dispute to arbitration pursuant to this Section 9(m).

(n) Consent to Jurisdiction. SUBJECT TO SECTION 9(M) ABOVE, EACH OF THE PARTIES HERETO AGREES TO THE EXCLUSIVE JURISDICTION OF ANY COURT WITHIN THE STATE OF DELAWARE, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SERVICES OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO IT AT ITS ADDRESS AS SET FORTH IN SECTION 9(d), AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED WHEN RECEIVED. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. NOTHING IN THIS SECTION 9(n) SHALL AFFECT THE RIGHTS OF THE PARTIES HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(o) Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or portable document format (".pdf")) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Subscription and Purchase Agreement to be executed and delivered as of the date and year first written above.

LEGALAPP HOLDINGS, INC.

By: /s/ Stephen Robertson
Name: Stephen Robertson
Title: CFO

HLUS HOLDINGS LLC

By: _____
Name:
Title:

[*Signature Page to the Subscription and Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Subscription and Purchase Agreement to be executed and delivered as of the date and year first written above.

LEGALAPP HOLDINGS, INC.

By: _____
Name:
Title:

HLUS HOLDINGS LLC

By: Hamilton Lane Advisors, L.L.C., its manager

By: /s/ Randy Stilman
Name: Randy Stilman
Title: CFO

[*Signature Page to the Subscription and Purchase Agreement*]

Exhibit 5.1

SHEARMAN & STERLING LLP

599 Lexington Avenue
New York, NY 10022-6069

+1.212.848.4000

June 21, 2021

Intapp, Inc.
3101 Park Blvd.
Palo Alto, CA 94306

Intapp, Inc.

Ladies and Gentlemen:

We have acted as counsel to Intapp, Inc., a Delaware corporation (the "Company"), in connection with the registration statement on Form S-1 (Registration No. 333-256812) filed with the Securities and Exchange Commission (the "Commission") on June 4, 2021, and each amendment thereto (the "Registration Statement"), relating to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of shares of the Company's Common Stock, par value $0.001 per share (the "Shares", which term shall include any additional shares of the Company's Common Stock registered in reliance on Securities Act Rule 462(b)), to be sold pursuant to an underwriting agreement to be entered into by and among the Company and the underwriters named therein (the "Underwriting Agreement"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. The offering of the Shares will be as set forth in the prospectus forming part of the Registration Statement (the "Prospectus").

In connection with such matters, we have reviewed originals or copies of the following documents:

(a) The Registration Statement.

(b) The Prospectus.

(c) The Amended and Restated Certificate of Incorporation of the Company to be in effect at the closing of the offering contemplated by the Registration Statement, a form of which is included as Exhibit 3.1 to the Registration Statement.

(d) The Amended and Restated Bylaws of the Company to be in effect at the closing of the offering contemplated by the Registration Statement, a form of which is included as Exhibit 3.2 to the Registration Statement.

(e) The Underwriting Agreement, a form of which is included as Exhibit 1.1 to the Registration Statement.

(f) The originals or copies of such other corporate records of the Company,

certificates of public officials and officers of the Company and such other documents and instruments as we have deemed necessary as a basis for the opinions expressed below.

For the purposes of this opinion letter, we have assumed:

(a) The genuineness of all signatures.

(b) The authenticity of the originals of the documents submitted to us.

(c) The conformity to authentic originals of any documents submitted to us as copies.

(d) As to matters of fact, the truthfulness of the representations made in certificates of public officials and officers of the Company.

We have not independently established the validity of the foregoing assumptions.

Based upon the foregoing and upon such other investigation as we have deemed necessary and subject to the qualifications set forth below, we are of the opinion that following the filing with the Secretary of State for the State of Delaware of the Amended and Restated Certificate of Incorporation of the Company and the effectiveness of the Amended and Restated Bylaws of the Company, the Shares will have been duly authorized and, when issued and sold in accordance with the Underwriting Agreement, will be validly issued, fully paid and non-assessable.

Our opinion set forth above is limited to the General Corporation Law of the State of Delaware and we do not express any opinion herein concerning any other law.

This opinion letter is provided solely in connection with the offering of the Shares pursuant to the Registration Statement and is not to be relied upon for any other purpose.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the use of our name therein and in the Prospectus under the caption “Legal Matters.” In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Shearman & Sterling LLP

KT/yh/nk/cz
LN

INTAPP, INC.

Amended and Restated 2012 Stock Option and Grant Plan

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

Intapp, Inc. (f/k/a LegalApp Holdings, Inc.), a Delaware corporation (the "Company") established the 2012 Stock Option and Grant Plan effective as of December 21, 2012 (the "Establishment Date") and amended and restated it as of May 27, 2021, such amendment effective as of the effective date of the Company's initial public offering (such amendment effective date, the "Amendment Date", and the 2012 Stock Option and Grant Plan, as amended, the "Plan"). The purpose of the Plan is to encourage and enable certain officers, employees, directors, consultants and other key persons of the Company and its Subsidiaries, upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company's welfare will assure a closer identification of their interests with those of the Company, thereby stimulating their efforts on the Company's behalf and strengthening their desire to remain with the Company.

The following terms shall be defined as set forth below:

"*Act*" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"*Award*" or "*Awards*," except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, or any combination of the foregoing.

"*Board*" means the Board of Directors of the Company or its successor entity.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"*Committee*" has the meaning specified in Section 2(a).

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"*Fair Market Value*" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Committee; provided, however, that if the Stock trades on a national securities exchange, the Fair Market Value on any given date is the closing sale price on such date. For any date that is not a trading day, the Fair Market Value of the Stock for such date will be determined by using the closing sale price or the average of the highest bid and lowest asked prices, as appropriate, for the immediately preceding trading day. The Committee can substitute a particular time of day or other measure of closing sale price if appropriate because of changes in exchange or market procedures.

"*Incentive Stock Option*" means any Stock Option designated and qualified as an "incentive stock option" as defined in Section 422 of the Code.

"*Non-Qualified Stock Option*" means any Stock Option that is not an Incentive Stock Option.

"*Option*" or "*Stock Option*" means any option to purchase shares of Stock granted pursuant to Section 5.

"*Restricted Stock Award*" means Awards granted pursuant to Section 6.

"*Stock*" means the Common Stock, par value $0.001 per share, of the Company, subject to adjustments pursuant to Section 3.

"*Subsidiary*" means any corporation or other entity (other than the Company) in any unbroken chain of corporations or other entities beginning with the Company if each of the corporations or entities (other than the last corporation or entity in the unbroken chain) owns stock or other interests possessing 50 percent or more of the economic interest or 50 percent or more of the total combined voting power of all classes of stock or other interests in one of the other corporations or entities in the chain.

"*Unrestricted Stock Award*" means any Award granted pursuant to Section 7.

SECTION 2. ADMINISTRATION OF PLAN; COMMITTEE AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Board, or at the discretion of the Board, by a committee of the Board, comprised, except as contemplated by Section 2(c), of not less than two Directors. All references herein to the Committee shall be deemed to refer to the group then responsible for administration of the Plan at the relevant time (i.e., either the Board of Directors or a committee or committees of the Board, as applicable).

(b) Powers of Committee. The Committee shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock to be covered by any Award;

(iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the form of written instruments evidencing the Awards;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) to impose any limitations on Awards granted under the Plan, including limitations on transfers and the like;

(vii) subject to the provisions of Section 5(a)(ii), to extend at any time the period in which Stock Options may be exercised, including the extension of any post-termination exercise period of an outstanding Stock Option;

(viii) to determine at any time whether, to what extent, and under what circumstances distribution or the receipt of Stock and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the grantee and whether and to what extent the Company shall pay or credit amounts constituting interest (at rates determined by the Committee) or dividends or deemed dividends on such deferrals; and

(ix) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Committee shall be final, conclusive and binding on all persons, including the Company and Plan grantees.

(c) Delegation of Authority to Grant Awards. The Committee, in its discretion, may delegate in writing to the Chief Executive Officer of the Company all or part of the Committee's authority and duties with respect to the granting of Awards at Fair Market Value, and in the event of such delegation, such Chief Executive Officer shall be deemed a one-person Committee of the Board. Any such delegation by the Committee shall include a limitation as to the amount of Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price of any Option, the conversion ratio or price of other Awards and the vesting criteria. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were consistent with the terms of the Plan.

(d) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegatee thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegatee thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors' and officers' liability insurance coverage which may be in effect from time to time.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 22,462,258 shares of Stock, subject to adjustment as provided in Section 3(b). For purposes of this limitation, the shares of Stock underlying any Awards which are forfeited, canceled, reacquired by the Company, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) shall be added back to the shares of Stock available for issuance under the Plan. Subject to such overall limitation, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company and held in its treasury.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger, consolidation or sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for a different number or kind of securities of the Company or any successor entity (or a parent or subsidiary thereof), the Committee shall make an equitable or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, (ii) the number of Stock Options that can be granted to any one individual grantee, (iii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, and (iv) the exercise price and/or exchange price for each share subject to any then outstanding Stock Options under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options) as to which such Stock Options remain exercisable. The adjustment by the Committee shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Committee in its discretion may make a cash payment in lieu of fractional shares.

The Committee may also adjust the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration material changes in accounting practices or principles, extraordinary dividends, acquisitions or dispositions of stock or property or any other event if it is determined by the Committee that such adjustment is appropriate to avoid distortion in the operation of the Plan, provided that no such adjustment shall be made in the case of an Incentive Stock Option, without the consent of the grantee, if it would constitute a modification, extension or renewal of the Option within the meaning of Section 424(h) of the Code.

(c) Mergers and Other Sale Events. In the case of and subject to the consummation of (i) the dissolution or liquidation of the Company, (ii) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (iii) a merger, reorganization or consolidation in which the outstanding shares of Stock are converted into or exchanged for securities of the successor entity and the holders of the Company's outstanding

voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction, (iv) the sale of all or a majority of the outstanding capital stock of the Company to an unrelated person or entity or (v) any other transaction in which, the owners of the Company's outstanding voting power prior to such transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of the transaction (in each case, regardless of the form thereof, a "Sale Event"), unless otherwise provided in the Award agreement or any other agreement (including employment, retention, change in control, severance or similar agreement with the Company), all outstanding Options issued hereunder shall be assumed or replaced with the same type of award with similar terms and conditions by the successor entity if the successor entity agrees, as appropriately adjusted, as applicable. Upon the termination of a grantee's employment by the successor's entity in connection with or within twelve (12) months following a Sale Event for any reason other than an involuntary termination by the successor entity for cause, all outstanding Options granted prior to the date of the Sale Event that are in effect as of the date of such termination shall be vested in full, effective on the date of such termination. In the event that the successor entity following a Sale Event does not assume the Options or issue replacement awards as provided in this Section 3(c), then, unless provided otherwise in an Award agreement or any other agreement (including employment, retention, change in control, severance or similar agreement with the Company) or determined by the Committee, immediately prior to the date of the Sale Event, the Committee may provide for any one or more of the following: (A) take such actions as it deems appropriate to provide for the acceleration of the exercisability and/or vesting of some or all outstanding Options in connection with the Sale Event; (B) cancel some or all outstanding Options in exchange for the right to receive a payment equal to the excess of the Sale Event price of the shares covered by the Options that are cancelled over the grant price of such shares under the Options (in cash, stock, other property or a combination thereof), or for no consideration in the event that the grant price of such shares under the Options exceeds the Sale Event price of the shares covered by the Options that are cancelled; (C) terminate some or all outstanding Options upon the effective time of any such Sale Event; or (D) any other treatment as may be determined by the Committee in its sole discretion. In the event of a termination of Options as provided in (C), each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Committee, to exercise the outstanding Options held by such grantee which are then exercisable or will become exercisable as of the effective time of the Sale Event; provided, however, that the exercise of Options not exercisable prior to the Sale Event shall be subject to the consummation of the Sale Event. The treatment of Restricted Stock Awards in connection with any such transaction shall be as specified in the relevant Award agreement.

(d) Substitute Awards. The Committee may grant Awards under the Plan in substitution for stock and stock based awards held by employees, directors or other key persons of another corporation in connection with a merger or consolidation of the employing corporation with the Company or a Subsidiary or the acquisition by the Company or a Subsidiary of property or stock of the employing corporation. The Committee may direct that the substitute awards be granted on such terms and conditions as the Committee considers appropriate in the circumstances. Any substitute Awards granted under the Plan shall not count against the share limitation set forth in Section 3(a).

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full or part-time officers, employees, directors, consultants and other key persons (including prospective employees) of the Company and its Subsidiaries who are responsible for, or contribute to, the management, growth or profitability of the Company and its Subsidiaries as are selected from time to time by the Committee in its sole discretion. Notwithstanding the foregoing, as of the Amendment Date, no Awards shall be granted under the Plan to any person eligible for Awards.

SECTION 5. STOCK OPTIONS

Any Stock Option granted under the Plan shall be pursuant to a Stock Option Agreement which shall be in such form as the Committee may from time to time approve. Option agreements need not be identical.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

No Incentive Stock Option shall be granted under the Plan after the date which is ten years from the Establishment Date.

(a) Terms of Stock Options. Stock Options granted under the Plan shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable. If the Committee so determines, Stock Options may be granted in lieu of cash compensation at the grantee's election, subject to such terms and conditions as the Committee may establish, as well as in addition to other compensation.

(i) Exercise Price. The exercise price per share for the Stock covered by a Stock Option shall be determined by the Committee at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant in the case of Incentive Stock Options. If an employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation and an Incentive Stock Option is granted to such employee, the option price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the grant date.

(ii) Option Term. The term of each Stock Option shall be fixed by the Committee, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted. If an employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation and an Incentive Stock Option is granted to such employee, the term of such Stock Option shall be no more than five years from the date of grant.

(iii) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Committee at or after the grant date. The Committee may at any time accelerate the exercisability of all or any portion of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(iv) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods to the extent provided in the Award agreement or as otherwise provided by the Committee:

(A) In cash, by certified or bank check, or other instrument acceptable to the Committee in U.S. funds payable to the order of the Company in an amount equal to the purchase price of such Option Shares;

(B) If permitted by the Committee, through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the optionee on the open market or have been beneficially owned by the optionee for at least six months and are not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(C) If permitted by the Committee, by the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Committee shall prescribe as a condition of such payment procedure;

(D) Through net share settlement or a similar procedure involving the withholding of shares of Stock subject to the Option with a value equal to the purchase price of such Option Shares; or

(E) Any other method approved or accepted by the Committee in its sole discretion.

Payment instruments will be received subject to collection. No certificates for shares of Stock so purchased will be issued to optionee until the Company has completed all steps required by law to be taken in connection with the issuance and sale of the shares, including without limitation (i) the legending of any certificate representing the shares to evidence the foregoing representations and restrictions, and (ii) obtaining from optionee payment or provision for all withholding taxes due as a result of the exercise of the Option. The delivery of certificates representing the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in his or her stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Option Award agreement or applicable provisions of laws. In the event an optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of shares attested to.

(b) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by an optionee during any calendar year shall not exceed $100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

(c) Non-transferability of Options. No Stock Option shall be transferable by the optionee otherwise than by will or by the laws of descent and distribution and all Stock Options shall be exercisable, during the optionee's lifetime, only by the optionee, or by the optionee's legal representative or guardian in the event of the optionee's incapacity. Notwithstanding the foregoing, the Committee, in its sole discretion, may provide in the Award agreement regarding a given Option that the optionee may transfer, without consideration for the transfer, his or her Non-Qualified Stock Options to members of his or her immediate family, to trusts for the benefit of such family members, or to partnerships or other entities in which such family members or trusts are the only owners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Option.

SECTION 6. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. A Restricted Stock Award is an Award pursuant to which the Company may, in its sole discretion, grant or sell, at such purchase price as determined by the Committee, in its sole discretion, shares of Stock subject to such restrictions and conditions as the Committee may determine at the time of grant ("Restricted Stock"), which purchase price shall be payable in cash or other form of consideration acceptable to the Committee. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Stockholder. Upon execution of a written instrument setting forth the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Stock, subject to such conditions contained in the written instrument evidencing the Restricted Stock Award. Unless the Committee shall otherwise determine, certificates evidencing the Restricted Stock shall remain in the possession of the Company until such Restricted Stock is vested as provided in subsection (d) below of this Section, and the grantee shall be required, as a condition of the grant, to deliver to the Company a stock power endorsed in blank.

(c) Restrictions. Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award agreement. If a grantee's employment (or other service relationship) with the Company and its Subsidiaries terminates under the conditions specified in the relevant instrument relating to the Award, or upon such other event or events as may be stated in the instrument evidencing the Award, any unvested portion of the Restricted Stock Award shall be automatically forfeited upon such termination of employment (or other service relationship) and neither the Company nor its Subsidiaries shall have any further obligations to the grantee.

(d) Vesting of Restricted Stock. The Committee at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which Restricted Stock shall become vested, subject to such further rights of the Company or its assigns as may be specified in the instrument evidencing the Restricted Stock Award.

(e) Waiver, Deferral and Reinvestment of Dividends. The Restricted Stock Award agreement may require or permit the immediate payment, waiver, deferral or investment of dividends paid on the Restricted Stock.

SECTION 7. UNRESTRICTED STOCK AWARDS

(a) Grant or Sale of Unrestricted Stock. The Committee may, in its sole discretion, grant (or sell at par value or such higher purchase price determined by the Committee) an Unrestricted Stock Award to any grantee, pursuant to which such grantee may receive shares of Stock free of any vesting restrictions ("Unrestricted Stock") under the Plan. Unrestricted Stock Awards may be granted or sold as described in the preceding sentence in respect of past services or other valid consideration, or in lieu of any cash compensation due to such individual.

(b) Elections to Receive Unrestricted Stock In Lieu of Compensation. Upon the request of a grantee and with the consent of the Committee, each such grantee may, pursuant to an advance written election delivered to the Company no later than the date specified by the Committee, receive a portion of the cash compensation otherwise due to such grantee in the form of shares of Unrestricted Stock either currently or on a deferred basis.

(c) Restrictions on Transfers. The right to receive shares of Unrestricted Stock on a deferred basis may not be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution.

SECTION 8. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the grantee for Federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of, any federal, state, or local taxes of any kind required by law to be withheld with respect to such income. The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver stock certificates to any grantee is subject to and conditioned on tax obligations being satisfied by the grantee.

(b) Payment in Stock. Subject to approval by the Committee, a grantee may elect to have the minimum required tax withholding obligation satisfied, in whole or in part, by (i) authorizing the Company to withhold from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due, or (ii) transferring to the Company shares of Stock owned by the grantee with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the minimum withholding amount due.

SECTION 9. TRANSFER, LEAVE OF ABSENCE, ETC.

For purposes of the Plan, the following events shall not be deemed a termination of employment:

(a) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or

(b) an approved leave of absence for military service or sickness, family leave, parental leave, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing.

SECTION 10. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Committee may, at any time, amend or cancel any outstanding Award (or provide substitute Awards at the same or reduced exercise or purchase price or with no exercise or purchase price in a manner not inconsistent with the terms of the Plan), but such price, if any, must satisfy the requirements which would apply to the substitute or amended Award if it were then initially granted under this Plan for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the holder's consent. If and to the extent determined by the Committee to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code, Plan amendments shall be subject to approval by the Company's stockholders who are eligible to vote at a meeting of stockholders. Nothing in this Section 10 shall limit the Board's or Committee's authority to take any action permitted pursuant to Section 3(c).

SECTION 11. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Committee shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

SECTION 12. GENERAL PROVISIONS

(a) No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof. No shares of Stock shall be issued pursuant to an Award until all applicable securities law and other legal and stock exchange or similar requirements have been satisfied. The Committee may require the placing of such stop-orders and restrictive legends on certificates for Stock and Awards as it deems appropriate.

(b) Delivery of Stock Certificates. Stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company.

(c) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(d) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to such Company's insider-trading-policy-related restrictions, terms and conditions as may be established by the Committee, or in accordance with policies set by the Committee, from time to time.

(e) Designation of Beneficiary. Each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Committee and shall not be effective until received by the Company. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

SECTION 13. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by Delaware law, applied without regard to conflict of law principles.

INTAPP, INC.
2021 EMPLOYEE STOCK PURCHASE PLAN

The purpose of the Intapp, Inc. 2021 Employee Stock Purchase Plan (the "*Plan*") is to provide eligible employees of Intapp, Inc. (the "*Company*") and each Designated Company (as defined below) with opportunities to purchase shares of the Company's common stock, par value $0.001 per share (the "*Common Stock*"). 1,467,055 shares of Common Stock in the aggregate have been approved and reserved for this purpose, plus on July 1, 2022 and each July 1 thereafter through (and including) July 1, 2031, the number of shares of Common Stock reserved and available for issuance under the Plan shall be cumulatively increased by the lesser of (a) one percent of the number of shares of Common Stock issued and outstanding calculated on a fully-diluted basis on the immediately preceding June 30; or (b) such lesser number of shares as the Administrator shall approve.

The Plan includes two components: a Code Section 423 Component (the "*423 Component*") and a non-Code Section 423 Component (the "*Non-423 Component*"). It is intended for the 423 Component to constitute an "employee stock purchase plan" within the meaning of Section 423(b) of the U.S. Internal Revenue Code of 1986, as amended (the "*Code*"), and the 423 Component shall be interpreted in accordance with that intent. Under the Non-423 Component, which does not qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code, options shall be granted pursuant to rules, procedures or sub-plans adopted by the Administrator designed to achieve tax, securities laws or other objectives for eligible employees. Except as otherwise provided herein, the Non-423 Component shall operate and be administered in the same manner as the 423 Component.

Unless otherwise defined herein, capitalized terms in this Plan shall have the meaning ascribed to them in Section 28.

1. Administration. The Plan shall be administered by the person or persons (the "*Administrator*") appointed by the Company's Board of Directors (the "*Board*") for such purpose. The Administrator has full authority at any time to: (a) adopt, alter and repeal such rules, guidelines and practices for the administration of the Plan and for its own acts and proceedings as it shall deem advisable; (b) interpret and construe the terms and provisions of the Plan; (c) make all determinations it deems advisable for the administration of the Plan, including to accommodate the specific requirements of local laws, regulations and procedures for jurisdictions outside the United States; (d) decide all disputes arising in connection with the Plan; and (e) otherwise supervise the administration of the Plan. All interpretations and decisions of the Administrator shall be final and binding on all persons, including the Company and the Participants. No member of the Board or individual exercising administrative authority with respect to the Plan shall be liable for any action or determination made in good faith with respect to the Plan or any option granted hereunder.

2. Offerings. The Company shall make one or more offerings to eligible employees to purchase Common Stock under the Plan ("*Offerings*") consisting of one or more Purchase Periods. Unless otherwise determined by the Administrator, the initial Offering shall begin on December 1, 2021 and shall end on November 30, 2023 (the "*Initial Offering*") and the next two Offerings shall commence on the first trading day on or following each of June 1, 2022 and December 1, 2022 and shall end on November 30, 2023. Thereafter, unless otherwise determined by the Administrator, subsequent Offerings shall begin on the first trading day on or after each June 1 and December 1 and shall end on the last trading day on or before the first following November 30 and May 31, respectively. The Administrator may, in its discretion, designate a different period for any Offering, provided that no Offering shall exceed 27 months in duration. Unless the Administrator otherwise determines, each Offering shall be divided into equal six-month Purchase Periods, except that the first Purchase Period in the Initial Offering shall commence on December 1, 2021 and shall end on the last trading day on or before May 31, 2022.

3. Eligibility. All individuals classified as employees on the payroll records of the Company and each Designated Company are eligible to participate in any one or more of the Offerings under the Plan, provided that, unless otherwise determined by the Administrator, as of the first day of the applicable Offering (the "*Offering Date*") they are customarily employed by the Company or a Designated Company for more than 20 hours a week and for more than five months in any calendar year; provided, however, that employees who are employed for 20 hours or less a week or for five months or less in any calendar year may be eligible to participate in the Plan if required by applicable law or regulations. Notwithstanding any other provision herein, individuals who are not contemporaneously classified as employees of the Company or a Designated Company for purposes of the Company's or applicable Designated Company's payroll system are not considered to be eligible employees of the Company or any Designated Company and shall not be eligible to participate in the Plan. In the event any such individuals are reclassified as employees of the Company or a Designated Company for any purpose, including, without limitation, common law or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action or administrative proceeding, such individuals shall, notwithstanding such reclassification, remain ineligible for participation. Notwithstanding the foregoing, the exclusive means for individuals who are not contemporaneously classified as employees of the Company or a Designated Company on the Company's or Designated Company's payroll system to become eligible to participate in this Plan is through an amendment to this Plan, duly executed by the Company, which specifically renders such individuals eligible to participate herein. Notwithstanding any other provision herein, the Administrator may determine that select employees of a Designated Company that would otherwise be eligible to participate in any one or more of the Offerings under the Plan but are restricted or limited from so participating due to applicable law are ineligible to participate in any one or more of the Offerings under the Plan.

4. Participation.

(a) Participants on Effective Date. Each eligible employee at the time of the Initial Public Offering shall be deemed to be a Participant at such time. If an eligible employee is deemed to be a Participant pursuant to this Section 4(a), such individual shall be deemed not to have authorized payroll deductions and shall not purchase any Common Stock hereunder unless he or she thereafter authorizes payroll deductions by submitting an enrollment form (in the manner described in Section 4(c)) within 60 days of the commencement of the Initial Offering. If such a Participant does not authorize payroll deductions by submitting an enrollment form within 60 days of the commencement of the Initial Offering, that Participant shall be deemed to have withdrawn from the Plan.

(b) Participants in Subsequent Offerings. An eligible employee who is not a Participant in any prior Offering may participate in a subsequent Offering by submitting an enrollment form (in the manner described in Section 4(c)) at least 15 business days before the Offering Date (or by such other deadline as shall be established by the Administrator for the Offering).

(c) Enrollment. The enrollment form (which may be in an electronic format or such other method as determined by the Company in accordance with the Company's practices) shall (a) state a whole percentage to be deducted from an eligible employee's Compensation per pay period, (b) authorize the purchase of Common Stock in each Offering in accordance with the terms of the Plan and (c) specify the exact name or names in which shares of Common Stock purchased for such individual are to be issued pursuant to Section 10. An employee who does not enroll in accordance with these procedures shall be deemed to have waived the right to participate. Unless a Participant files a new enrollment form or withdraws from the Plan, such Participant's deductions and purchases shall continue at the same percentage of Compensation for future Offerings, provided he or she remains eligible.

(d) Notwithstanding the foregoing, participation in the Plan shall neither be permitted nor denied contrary to the requirements of the Code.

5. Employee Contributions. Each eligible employee may authorize payroll deductions at a minimum of one (1) percent up to a maximum of 10 percent of such employee's Compensation for each pay period. The Company shall maintain book accounts showing the amount of payroll deductions made by each Participant for each Purchase Period. No interest shall accrue or be paid on payroll deductions, except as may be required by applicable law. If payroll deductions for purposes of the Plan are prohibited or otherwise problematic under applicable law (as determined by the Administrator in its discretion), the Administrator may require Participants to contribute to the Plan by such other means as determined by the Administrator. Any reference to "payroll deductions" in this Section 5 (or in any other section of the Plan) shall similarly cover contributions by other means made pursuant to this Section 5.

6. Deduction Changes. Except in the event of a Participant increasing his or her payroll deduction from zero (0) percent during the first Offering as specified in Section 4(a) or as may be determined by the Administrator in advance of an Offering, a Participant may not increase or decrease his or her payroll deduction during any Offering, but may increase or decrease his or her payroll deduction with respect to the next Offering (subject to the limitations of Section 5) by filing a new enrollment form at least 15 business days before the next Offering Date (or by such other deadline as shall be established by the Administrator for the Offering). The Administrator may, in advance of any Offering, establish rules permitting a Participant to increase, decrease or terminate his or her payroll deduction during an Offering.

7. Withdrawal. A Participant may withdraw from participation in the Plan by submitting to the Company a revised enrollment form indicating his or her election to withdraw (in accordance with such procedures as may be established by the Administrator). The Participant's withdrawal shall be effective as of the next business day or as of a later date determined by the Administrator. Following a Participant's withdrawal, the Company shall promptly refund such individual's entire account balance under the Plan to him or her (after payment for any Common Stock purchased before the effective date of withdrawal). Partial withdrawals are not permitted. Such an employee may not begin participation again during the remainder of the Offering, but may enroll in a subsequent Offering in accordance with Section 4.

8. Grant of Options. On each Offering Date, the Company shall grant to each Participant in the Plan an option ("*Option*") to purchase, on the last day of a Purchase Period (the "*Exercise Date*") and at the Option Price hereinafter provided for, the lowest of (a) a number of shares of Common Stock determined by dividing such Participant's accumulated payroll deductions on such Exercise Date by the Option Price (as defined herein); (b) a number of shares determined by dividing $15,000 by the Fair Market Value of a Common Stock on the Offering Date; or (c) such other lesser maximum number of shares as shall have been established by the Administrator in advance of the Offering; provided, however, that such Option shall be subject to the limitations set forth below. Each Participant's Option shall be exercisable only to the extent of such Participant's accumulated payroll deductions on the Exercise Date. The purchase price for each share purchased under each Option (the "*Option Price*") shall be 85 percent of the Fair Market Value of a Common Stock on the Offering Date or the Exercise Date, whichever is less.

Notwithstanding the foregoing, no Participant may be granted an Option hereunder if such Participant, immediately after the Option was granted, would be treated as owning stock possessing five (5) percent or more of the total combined voting power or value of all classes of stock of the Company or any Parent or Subsidiary. For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code shall apply in determining the stock ownership of a Participant, and all stock which the Participant has a contractual right to purchase shall be treated as stock owned by the Participant. In addition, no Participant may be granted an Option which permits his or her rights to purchase stock under the Plan, and any other employee stock purchase plan of the Company and its Parents and Subsidiaries, to accrue at a rate which exceeds $25,000 of the fair market value of such stock (determined on the option grant date or dates) for each calendar year in which the Option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code and shall be applied taking Options into account in the order in which they were granted.

9. Exercise of Option and Purchase of Shares. Each employee who continues to be a Participant in the Plan on the Exercise Date shall be deemed to have exercised his or her Option on such date and shall acquire from the Company such number of whole shares of Common Stock reserved for the purpose of the Plan as his or her accumulated payroll deductions on such date shall purchase at the Option Price, subject to any other limitations contained in the Plan; provided that, with respect to the Initial Offering, the exercise of each Option shall be conditioned on the closing of the Company's Initial Public Offering on or before the Exercise Date. Unless otherwise determined by the Administrator in advance of an Offering, any amount remaining in a Participant's account after the purchase of shares on an Exercise Date of an Offering solely by reason of the inability to purchase a fractional share shall be carried forward to the next Purchase Period and, if such Exercise Date is the final Exercise Date of an Offering, shall be carried forward to the next Offering; any other balance remaining in a Participant's account at the end of an Offering shall be refunded to the Participant promptly.

10. Issuance of Certificates. Certificates representing shares of Common Stock purchased under the Plan may be issued only in the name of the employee, in the name of the employee and another person of legal age as joint tenants with rights of survivorship, or in the name of a broker authorized by the employee to be his, her or their, nominee for such purpose.

11. Rights on Termination or Transfer of Employment. If a Participant's employment terminates for any reason before the Exercise Date for any Offering, no payroll deduction shall be taken from any pay due and owing to the Participant and the balance in the Participant's account shall be paid to such Participant or, in the case of such Participant's death, to the legal representative of his or her estate as if such Participant had withdrawn from the Plan under Section 7. An employee shall be deemed to have terminated employment, for this purpose, if the corporation that employs him or her, having been a Designated Company, ceases to be a Subsidiary or Affiliate, or if the employee is transferred to any corporation other than the Company or a Designated Company. Unless otherwise determined by the Administrator, a Participant whose employment transfers between, or whose employment terminates with an immediate rehire (with no break in service) by, Designated Companies or a Designated Company and the Company shall not be treated as having terminated employment for purposes of participating in the Plan or an Offering; provided, however, that if a Participant transfers from an Offering under the 423 Component to an Offering under the Non-423 Component, the exercise of the Participant's Option shall be qualified under the 423 Component only to the extent that such exercise complies with Section 423 of the Code. If a Participant transfers from an Offering under the Non-423 Component to an Offering under the 423 Component, the exercise of the Participant's Option shall remain non-qualified under the Non-423 Component. Further, an employee shall not be deemed to have terminated employment for purposes of this Section 11, if the employee is on an approved leave of absence where the employee's right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise provides in writing.

12. Special Rules and Sub-Plans. Notwithstanding anything herein to the contrary, the Administrator may adopt special rules or sub-plans applicable to the employees of a particular Designated Company, whenever the Administrator determines that such rules are necessary or appropriate for the implementation of the Plan in a jurisdiction where such Designated Company has employees, regarding, without limitation, eligibility to participate in the Plan, handling and making of payroll deductions or contribution by other means, establishment of bank or trust accounts to hold payroll deductions, payment of interest, conversion of local currency, obligations to pay payroll tax, withholding procedures and handling of share issuances, any of which may vary according to applicable requirements; provided that if such special rules or sub-plans are inconsistent with the requirements of Section 423(b) of the Code, the employees subject to such special rules or sub-plans shall participate in the Non-423 Component.

13. Optionees Not Stockholders. Neither the granting of an Option to a Participant nor the deductions from his or her pay shall result in such Participant becoming a holder of the shares of Common Stock covered by an Option under the Plan until such shares have been purchased by and issued to him or her.

14. Rights Not Transferable. Rights under the Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during the Participant's lifetime only by the Participant.

15. Application of Funds. All funds received or held by the Company under the Plan may be combined with other corporate funds and may be used for any corporate purpose, unless otherwise required under applicable law.

16. Adjustment in Case of Changes Affecting Common Stock. In the event of a subdivision of outstanding shares of Common Stock, the payment of a dividend in Common Stock or any other change affecting the Common Stock, the number of shares approved for the Plan and the share limitation set forth in Section 8 shall be equitably or proportionately adjusted by the Board in its sole discretion to give proper effect to such event.

17. Change in Control. Each outstanding purchase right shall automatically be exercised, immediately prior to the effective date of any Change in Control, by applying the payroll deductions of each Participant for the Purchase Period in which such Change in Control occurs to the purchase of whole shares of Common Stock at the Option Price, with the Exercise Date being the date immediately prior to the effective date of such Change in Control. Any such purchase shall be subject to any other limitations contained in the Plan. The Company shall use its best efforts to provide at least ten days' prior written notice of the occurrence of any Change in Control, and Participants shall, following the receipt of such notice, have the right to terminate their outstanding purchase rights prior to the effective date of the Change in Control. Notwithstanding the foregoing provisions of this Section 17 to the contrary, the Administrator may in its discretion determine that any outstanding purchase rights shall be terminated prior to the effective date of a Change in Control, in which case all payroll deductions for the Purchase Period in which such purchase rights are terminated shall be promptly refunded.

18. Amendment of the Plan. The Board may at any time and from time to time amend the Plan in any respect, except that without the approval within 12 months of such Board action by the stockholders, no amendment shall be made increasing the number of shares approved for the Plan or making any other change that would require stockholder approval in order for the 423 Component of the Plan, as amended, to qualify as an "employee stock purchase plan" under Section 423(b) of the Code.

19. Insufficient Shares. If the total number of shares of Common Stock that would otherwise be purchased on any Exercise Date plus the number of shares purchased under previous Offerings under the Plan exceeds the maximum number of shares issuable under the Plan, the shares then available shall be apportioned among Participants in proportion to the amount of payroll deductions accumulated on behalf of each Participant that would otherwise be used to purchase Common Stock on such Exercise Date.

20. Termination of the Plan. The Plan may be terminated at any time by the Board. Upon termination of the Plan, all amounts in the accounts of Participants shall be promptly refunded. The Plan shall automatically terminate on the ten-year anniversary of the Registration Date.

21. Governmental Regulations. The Company's obligation to sell and deliver Common Stock under the Plan is subject to the completion of any registration or qualification of the Common Stock under any U.S. or non-U.S. local, state or federal securities or exchange control law, or under rulings or regulations of the SEC or of any other governmental regulatory body, and to obtaining any approval or other clearance from any U.S. and non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Company is under no obligation to register or qualify the Common Stock with the SEC or any other U.S. or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of such stock.

22. Governing Law. This Plan and all Options and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles.

23. Issuance of Shares. Shares may be issued upon exercise of an Option from authorized but unissued Common Stock, from shares held in the treasury of the Company, or from any other proper source.

24. Tax Withholding. Participation in the Plan is subject to any applicable U.S. and non-U.S. federal, state or local tax withholding requirements on income the Participant realizes in connection with the Plan. Each Participant agrees, by entering the Plan, that the Company or any Subsidiary or Affiliate may, but shall not be obligated to, withhold from a Participant's wages, salary or other compensation at any time the amount necessary for the Company or any Subsidiary or Affiliate to meet applicable withholding obligations, including any withholding required to make available to the Company or any Subsidiary or Affiliate any tax deductions or benefits attributable to the sale or disposition of Common Stock by such Participant. In addition, the Company or any Subsidiary or Affiliate may, but shall not be obligated to, withhold from the proceeds of the sale of Common Stock or any other method of withholding that the Company or any Subsidiary or Affiliate deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f) with respect to the 423 Component. The Company shall not be required to issue any Common Stock under the Plan until such obligations are satisfied.

25. Code Section 409A. The 423 Component of the Plan is exempt from the application of Section 409A of the Code and any ambiguities herein shall be interpreted to so be exempt from Section 409A of the Code. The Non-423 Component is intended to be exempt from the application of Section 409A of the Code as options granted thereunder are intended to constitute "short term deferrals" and any ambiguities herein shall be interpreted such that those options shall so be exempt from Section 409A of the Code. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Section 409A of the Code or that any provision in the Plan would cause an option under the Plan to be subject to Section 409A of the Code, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Section 409A of the Code, but only to the extent any such amendments or action by the Administrator would not violate Section 409A of the Code. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the option to purchase Common Stock under the Plan that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that the option to purchase Common Stock under the Plan is compliant with Section 409A of the Code.

26. Notification Upon Sale of Shares Under 423 Component. Each Participant agrees, by entering the 423 Component of the Plan, to give the Company prompt notice of any disposition of shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such shares were purchased or within one year after the date such shares were purchased.

27. Effective Date and Stockholder Approval. The Plan was adopted by the Board on May 27, 2021, and approved by stockholders on June 20, 2021, to become effective on the Registration Date, which approval occurred within the period ending twelve (12) months after the date the Plan was adopted by the Board.

28. Definitions.

"*Affiliate*" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under the common control with, the Company.

"*Change in Control*" means any one of the following: (a) any person or entity, including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934 other than the Company or a wholly-owned Subsidiary thereof or any employee benefit plan of the Company or any of its Subsidiaries, becomes the beneficial owner of the Company's securities having 50% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of directors of the Company (other than as a result of an issuance of securities initiated by the Company in the ordinary course of business). For the avoidance of doubt, no such transaction shall trigger a Change in Control while Intapp, Inc. continues to hold, directly or indirectly, 50% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of directors of the Company; (b) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the directors of the Company or the directors of such successor corporation or entity after such transaction is held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of the directors of the Company immediately prior to such transaction; (c) during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's shareholders, of each director of the Company first elected during such period was approved by a vote of a majority of the directors of the Company then still in office who were directors of the Company at the beginning of any such period; or (d) the shareholders of the Company approve a plan of complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets, other than a liquidation of the Company into a wholly-owned subsidiary.

"*Compensation*" means the amount of base pay, prior to salary reduction (such as pursuant to Sections 125, 132(f) or 401(k) of the Code), but excluding overtime, commissions, incentive or bonus awards, allowances and reimbursements for expenses such as relocation allowances or travel expenses, income or gains related to Company stock options or other share-based awards, and similar items. The Administrator shall have the discretion to determine the application of this definition to Participants outside the United States.

"*Designated Company*" means any present or future Subsidiary or Affiliate that has been designated by the Administrator to participate in the Plan. The Administrator may so designate any Subsidiary or Affiliate, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the stockholders, and may further designate such companies or Participants as participating in the 423 Component or the Non-423 Component. The Administrator may also determine which Affiliates or eligible employees may be excluded from participation in the Plan, to the extent consistent with Section 423 of the Code or as implemented under the Non-423 Component, and determine which Designated Company or Companies shall participate in separate Offerings (to the extent that the Company makes separate Offerings). For purposes of the 423 Component, only the Company and its Subsidiaries may be Designated Companies; provided, however, that at any given time, a Subsidiary that is a Designated Company under the 423 Component shall not be a Designated Company under the Non-423 Component.

"*Fair Market Value*" means, with respect to a Common Stock, the fair market value thereof as of the relevant date of determination, as determined in accordance with the valuation methodology approved by the Board (based on objective criteria) from time to time and applied consistently. In the absence of any alternative valuation methodology approved by the Board, Fair Market Value shall be equal to the closing selling price of a Common Stock on the trading day immediately preceding the date on which such valuation is made on the Nasdaq Stock Market or such established national securities exchange as may be designated by the Board (and if listed on more than one securities exchange, and the closing price on another securities exchange is higher, then the highest of such closing prices) or, in the event that the Common Stock are not listed for trading on the Nasdaq Stock Market or such other national securities exchange as may be designated by the Board but are quoted on an automated system, in any such case on the valuation date (or if there were no sales on the valuation date, the average of the highest and lowest quoted selling prices as reported on said composite tape or automated system for the most recent day during which a sale occurred). Notwithstanding the foregoing, if the date for which the Fair Market Value of a Common Stock is determined is the Registration Date, the Fair Market Value of a Common Stock shall be the "Price to the Public" (or equivalent) set forth on the cover page for the final prospectus relating to the Company's Initial Public Offering.

"*Initial Public Offering*" means the first underwritten, firm commitment public offering pursuant to an effective registration statement under the U.S. Securities Act of 1933, as amended, covering the offer and sale by the Company of its Common Stock.

"*Parent*" means a "parent corporation" with respect to the Company, as defined in Section 424(e) of the Code.

"*Participant*" means an individual who is eligible as determined in Section 3 and who has complied with the provisions of Section 4.

"*Purchase Period*" means a period of time specified within an Offering beginning on the Offering Date or on the next day following an Exercise Date within an Offering and ending on an Exercise Date. An Offering may consist of one or more Purchase Periods.

"*Registration Date*" means the date upon which the registration statement on Form S-1 that is filed by the Company with respect to its Initial Public Offering is declared effective by the U.S. Securities and Exchange Commission (the "*SEC*").

"*Subsidiary*" means a "subsidiary corporation" with respect to the Company, as defined in Section 424(f) of the Code.

INTAPP, INC.

2021 OMNIBUS INCENTIVE PLAN

ARTICLE 1.
ESTABLISHMENT, PURPOSE AND DURATION

1.1 Establishment. Intapp, Inc. has established an incentive compensation plan to be known as the Intapp, Inc. 2021 Omnibus Incentive Plan, as set forth in this document. This Plan permits the grant of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Shares, Restricted Share Units, Performance Shares, Performance Share Units, Deferred Share Units, Cash-Based Awards and Other Share-Based Awards. This Plan shall become effective on the effective date of the Company's initial public offering (the "*Registration Date*") and shall remain in effect as provided in Section 1.3.

1.2 Purpose of this Plan. The purpose of this Plan is to foster and promote the long-term financial success of the Company and materially increase shareholder value by (a) motivating superior performance by means of performance-related incentives, (b) encouraging and providing for the acquisition of an ownership interest in the Company by Employees, as well as Non-Employee Directors and (c) enabling the Company to attract and retain qualified and competent persons to serve as members of an outstanding management team and the Board of Directors of the Company, upon whose judgment, interest and performance are required for the successful and sustained operations of the Company.

1.3 Duration of this Plan. Unless sooner terminated as provided herein, this Plan shall terminate ten (10) years from the Registration Date. After this Plan is terminated, no Awards may be granted but Awards previously granted shall remain outstanding in accordance with their applicable terms and conditions and this Plan's terms and conditions.

ARTICLE 2.
ADMINISTRATION

2.1 General. The Committee shall be responsible for administering this Plan, subject to this Article 2 and the other provisions of this Plan. The Committee may employ attorneys, consultants, accountants, agents and other individuals, any of whom may be an Employee, and the Committee, the Company and its officers and Directors shall be entitled to rely upon the advice, opinions or valuations of any such individuals. No member of the Committee shall be liable for any action taken or not taken in reliance upon any such information and/or advice. All actions taken and all interpretations and determinations made by the Committee shall be made in its sole discretion and shall be final, binding and conclusive upon the Participants, the Company or any Affiliate, and all other interested individuals.

2.2 Authority of the Committee. Subject to any express limitations set forth in this Plan, the Committee shall have full and exclusive discretionary power and authority to take such actions as it deems necessary and advisable with respect to the administration, interpretation and implementation of this Plan, including, but not limited to, the following:

(a) To determine from time to time which of the persons eligible under the Plan shall be granted Awards, when and how each Award shall be granted, what type or combination of types of Awards shall be granted, the provisions of each Award granted (which need not be identical), including the time or times when a person shall be permitted to receive Shares pursuant to an Award, and the number of Shares subject to an Award;

(b) To construe and interpret this Plan and Awards (including any Award Agreements) granted under it, and to establish, amend and revoke rules, regulations, guidelines and practices for its administration. The Committee, in the exercise of this power, may correct any defect, omission or inconsistency in this Plan or in an Award Agreement in a manner and to the extent it shall deem necessary or expedient to make this Plan or such Award Agreement fully effective;

(c) To approve forms of Award Agreements for use under this Plan;

(d) To determine Fair Market Value of a Share in accordance with this Plan;

(e) To amend the terms and conditions of this Plan, an Award (including any restriction applicable to the Award) or any Award Agreement after the Grant Date subject to the terms of this Plan, which terms and conditions regarding an Award may differ among individual Awards and grantees;

(f) Subject to Section 5.3, to extend the period in which Options may be exercised, including the extension of any post-termination exercise period of an outstanding Option;

(g) To adopt sub-plans and/or special provisions applicable to stock awards regulated by the laws of a jurisdiction other than and outside of the United States. Such sub-plans and/or special provisions may take precedence over other provisions of this Plan, but unless otherwise superseded by the terms of such sub-plans and/or special provisions, the provisions of this Plan shall govern;

(h) To authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Board;

(i) To determine whether Awards will be settled in Shares (and whether those Shares will be newly issued Shares, market Shares or treasury Shares), cash or in any combination thereof;

(j) To determine whether Awards will provide for Dividend Equivalents;

(k) To determine whether, to what extent and under what circumstances distribution or the receipt of Shares and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the grantee and whether and to what extent the Company shall pay or credit amounts constituting interest (at rates determined by the Committee) or dividends or Dividend Equivalents on such deferrals;

(l) To establish a program whereby Participants designated by the Committee may elect to receive Awards under this Plan in lieu of compensation otherwise payable in cash;

(m) To impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant or other subsequent transfers by a Participant of any Shares, including, without limitation, restrictions under an insider trading policy and restrictions as to the use of a specified brokerage firm for such resales or other transfers;

(n) To decide all disputes arising in connection with the Plan or any Awards; and

(o) To make all determinations it deems advisable for the administration of the Plan and to otherwise supervise the administration of the Plan.

2.3 Delegation. To the extent not prohibited by applicable laws, rules and regulations, the Committee may delegate to (a) one or more of its members, (b) one or more officers of the Company or any Affiliate or (c) one or more agents or advisors such administrative duties or powers as it may deem appropriate or advisable under such conditions and limitations as the Committee may set at the time of such delegation or thereafter. The Committee or any individuals to whom it has delegated duties or powers as aforesaid may employ one or more individuals to render advice with respect to any responsibility the Committee or such individuals may have under this Plan. Notwithstanding the foregoing, the Committee may not delegate its authority (a) to make Awards to Employees who are (1) Insiders or (2) officers of the Company who are delegated authority by the Committee hereunder or (b) granted pursuant to Article 21.4 or 21.6 of this Plan. For purposes of this Plan, references to the Committee shall be deemed to refer to any subcommittee, or other persons or groups of persons to whom the Committee delegates authority pursuant to this Section 2.3.

2.4 Determinations Binding. Any decision made or action taken by the Board, the Committee or any officers or employees to whom authority has been delegated pursuant to Section 2.2 arising out of or in connection with the administration or interpretation of the Plan is final, conclusive and binding on the Company, the affected Participant(s), their legal and personal representatives and all other persons.

ARTICLE 3.
SHARES SUBJECT TO THIS PLAN AND MAXIMUM AWARDS

3.1 Number of Shares Authorized and Available for Awards. Subject to adjustment as provided under the Plan, the maximum number of Shares that are available for Awards under this Plan shall be 7,091,158 Shares hereof, plus on July 1, 2022 and each July 1 thereafter, through (and including) July 1, 2031, the number of Shares reserved and available for issuance under the Plan shall be increased by a number of Shares of up to five percent of the number of Shares issued and outstanding calculated on a fully-diluted basis on the immediately preceding June 30; provided, however, that the Board may act prior to July 1st of a given year to provide that the increase for such year will be a lesser number of Shares. Such Shares may be authorized and unissued Shares, Shares that have been reacquired by the Company or any combination of the foregoing, and unused Shares from the Prior Plan, as may be determined from time to time by the Board or by the Committee. Any of the Shares available for Awards under this Plan may be used for any type of Award under this Plan, and any or all of the Shares may be allocated to Incentive Stock Options, provided, however, subject to any adjustments provided under the Plan, the aggregate maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options is 7,091,158 Shares (the "*ISO Limit*"). From and after the Registration Date, no further grants or awards shall be made under the Prior Plan, and any available Shares remaining for grant under the Prior Plan shall be available for grant under the Plan, provided that grants or awards made under the Prior Plan before the Registration Date shall continue in effect in accordance with their terms.

3.2 Share Usage. The number of Shares remaining available for issuance will be reduced by the number of Shares subject to outstanding Awards and, for Awards that are not denominated by Shares, by the number of newly issued Shares actually delivered upon settlement or payment of the Award. For purposes of determining the number of Shares that remain available for issuance under this Plan, the number of Shares related to an Award to be settled in newly-issued Shares granted under this Plan or under the Prior Plan that terminates by expiration, forfeiture, cancellation or otherwise without the issuance of the Shares, are settled through the delivery of market-purchased Shares or the delivery of consideration other than Shares (including cash), shall be available again for grant under this Plan. However, where Awards providing for settlement solely in newly issued Shares have been surrendered for cancellation for consideration or the satisfaction of the payment of the purchase price or tax withholding obligations related to the Award, the Shares underlying such Award shall not be available again for grant under this Plan.

3.3 Adjustments in Authorized Shares. Adjustments in authorized Shares available for issuance under this Plan or under an outstanding Award shall be subject to the following provisions:

(a) In the event of any corporate event or transaction such as a merger, consolidation, reorganization, recapitalization, separation, reclassification, partial or complete liquidation, stock dividend, stock split, reverse stock split, split up, spin-off, distribution of stock or property of the Company, combination of Shares, exchange of Shares, dividend in kind, extraordinary cash dividend, rights offering to purchase Shares at a price that is substantially below FMV or any other similar corporate event or transaction ("*Corporate Transactions*"), the Committee, in order to preserve, but not increase, Participants' rights under this Plan, shall substitute or adjust as applicable, (1) the number and kind of securities that may be issued under this Plan or under particular forms of Award Agreements, (2) the number and kind of Shares subject to outstanding Awards (including by payment of cash to a Participant), (3) the Option Price or Grant Price applicable to outstanding Awards, and (4) the ISO Limit. The Committee, in its discretion, shall determine the methodology or manner of making such substitution or adjustment subject to applicable laws, rules and regulations.

(b) In addition to the adjustments permitted under Section 3.4(a) above, the Committee, in its sole discretion, may make such other adjustments or modifications in the terms of any Award that it deems appropriate to reflect any Corporate Transaction, including, but not limited to, modifications of performance goals and changes in the length of Performance Periods, subject to the limitations set forth in Section 14.2.

(c) The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under this Plan. Unless otherwise determined by the Committee, such adjusted Awards shall be subject to the same restrictions and vesting or settlement schedule to which the underlying Award is subject.

ARTICLE 4.
ELIGIBILITY AND PARTICIPATION

4.1 Eligibility to Receive Awards. Individuals eligible to participate in this Plan include all Employees, Directors and Third-Party Service Providers.

4.2 Participation in this Plan. Subject to the provisions of this Plan, the Committee may, from time to time, select from all individuals eligible to participate in this Plan, those individuals to whom Awards shall be granted and shall determine, in its sole discretion, the nature of any and all terms permissible by law and the amount of each Award.

ARTICLE 5.
STOCK OPTIONS

5.1 Grant of Options. Options may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee, in its sole discretion. Each grant of an Option shall be evidenced by an Award Agreement which shall specify whether the Option is in the form of a Nonqualified Stock Option or an Incentive Stock Option.

5.2 Option Price. The Option Price for each grant of an Option shall be determined by the Committee in its sole discretion and shall be specified in the Award Agreement evidencing such Option; provided, however, the Option Price must be at least equal to 100% of the FMV of a Share as of the Option's Grant Date, subject to adjustment as provided for under Section 3.4.

5.3 Term of Option. The term of an Option granted to a Participant shall be determined by the Committee, in its sole discretion; provided, however, no Option shall be exercisable later than the tenth anniversary date of its Grant Date. If at any time upon or within the five business days preceding the expiration of the term of an Option (other than an Incentive Stock Option), a Participant is prohibited from trading in the Shares by applicable laws, rules or regulations or the Company's insider trading plan as in effect from time to time, then the term of the Option shall be automatically extended to the tenth business day following the expiration of such prohibition (but only to the extent permissible under Section 409A of the Code); provided, however, that this provision shall not apply if prohibited by applicable laws, rules and regulations in effect from time to time.

5.4 Exercise of Option. An Option shall be exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance approve, which terms and restrictions need not be the same for each grant or for each Participant.

5.5 Payment of Option Price. An Option shall be exercised by the delivery of a notice of exercise to the Company or an agent designated by the Company in a form specified or accepted by the Committee, or by complying with any alternative procedures that may be authorized by the Committee, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for the Shares. A condition of the issuance of the Shares as to which an Option shall be exercised shall be the payment of the Option Price. Except as otherwise provided in the Award Agreement, the Option Price of any exercised Option shall be payable to the Company in accordance with one of the following methods:

(a) In cash or its equivalent;

(b) By tendering (either by actual delivery or attestation) previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the Option Price;

(c) By a cashless (broker-assisted) exercise in accordance with procedures authorized by the Committee from time to time;

(d) Through net share settlement or a similar procedure involving the withholding of Shares subject to the Option with a value equal to the Option Price;

(e) By any combination of (a), (b), (c) and (d); or

(f) Any other method approved or accepted by the Committee in its sole discretion.

Unless otherwise determined by the Committee, all payments made under all of the methods indicated above shall be paid in United States dollars or Shares, as applicable.

5.6 Special Rules Regarding ISOs. The terms of any Incentive Stock Option ("*ISO*") granted under this Plan shall comply in all respects with the provisions of Code Section 422, or any successor provision thereto, as amended from time to time. Notwithstanding any provision of the Plan to the contrary, an Option granted in the form of an ISO to a Participant shall be subject to the following rules:

(a) Special ISO definitions:

(i) "*Parent Corporation*" shall mean as of any applicable date a corporation in respect of the Company that is a parent corporation within the meaning of Code Section 424(e).

(ii) "*ISO Subsidiary*" shall mean as of any applicable date any corporation in respect of the Company that is a subsidiary corporation within the meaning of Code Section 424(f).

(iii) A "*10% Owner*" is an individual who owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or its Parent Corporation or any ISO Subsidiary.

(b) Eligible Employees. An ISO may be granted solely to eligible Employees of the Company, Parent Corporation or ISO Subsidiary.

(c) Specified as an ISO. An Award Agreement evidencing the grant of an ISO shall specify that such grant is intended to be an ISO.

(d) Option Price. The Option Price for each grant of an ISO shall be determined by the Committee in its sole discretion and shall be specified in the Award Agreement; provided, however, that the Option Price must be at least equal to 100% of the Fair Market Value of a Share as of the ISO's Grant Date (in the case of 10% Owners, the Option Price may not be less than 110% of such Fair Market Value), subject to adjustment provided for under Section 3.4.

(e) Right to Exercise. Any ISO granted to a Participant shall be exercisable during his or her lifetime solely by such Participant (other than in the case of death, in which case the ISO may be exercised by the Participant's beneficiary).

(f) Exercise Period. The period during which a Participant may exercise an ISO shall not exceed ten years (five years in the case of a Participant who is a 10% Owner) from the date on which the ISO was granted.

(g) Termination of Employment. In the event a Participant terminates employment due to death or Disability (as defined in Code Section 22(e)(3)), the Participant (or, in the case of death, the person(s) to whom the Option is transferred by will or the laws of descent and distribution) shall have the right to exercise the Participant's ISO award during the period specified in the applicable Award Agreement solely to the extent the Participant had the right to exercise the ISO on the date of his death or Disability, as applicable; provided, however, that such period may not exceed one year from the date of such termination of employment or if shorter, the remaining term of the ISO. In the event a Participant terminates employment for reasons other than death or Disability, the Participant shall have the right to exercise the Participant's ISO during the period specified in the applicable Award Agreement solely to the extent the Participant had the right to exercise the ISO on the date of such termination of employment; provided, however, that such period may not exceed three months from the date of such termination of employment or if shorter, the remaining term of the ISO.

(h) Dollar Limitation. To the extent that the aggregate Fair Market Value of (a) the Shares with respect to which Options are designated as Incentive Stock Options plus (b) the shares of stock of the Company, Parent Corporation and any ISO Subsidiary with respect to which other Incentive Stock Options are exercisable for the first time by a holder of such Incentive Stock Options during any calendar year under all plans of the Company and ISO Subsidiary exceeds $100,000, such Options shall be treated as Nonqualified Stock Options. For purposes of the preceding sentence, Options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares shall be determined as of the time the Option or other Incentive Stock Option is granted.

(i) Duration of Plan. No ISO may be granted more than ten years after the earlier of (a) the adoption of this Plan by the Board or (b) the Registration Date.

(j) Notification of Disqualifying Disposition. If any Participant shall make any disposition of Shares issued pursuant to the exercise of an ISO, such Participant shall notify the Company of such disposition within 30 days thereof. The Company shall use such information to determine whether a disqualifying disposition as described in Code Section 421(b) has occurred.

(k) Transferability. No ISO may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution; provided, however, that at the discretion of the Committee, an ISO may be transferred to a grantor trust under which the Participant making the transfer is the sole beneficiary.

ARTICLE 6.
STOCK APPRECIATION RIGHTS

6.1 Grant of SARs. SARs may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee, in its sole discretion. Each grant of SARs shall be evidenced by an Award Agreement.

6.2 Grant Price. The Grant Price for each grant of SARs shall be determined by the Committee and shall be specified in the Award Agreement evidencing the SAR; provided, however, the Grant Price must be at least equal to 100% of the FMV of a Share as of the Grant Date, subject to adjustment as provided for under Section 3.4.

6.3 Term of SARs. The term of any SAR granted to a Participant shall be determined by the Committee, in its sole discretion; provided, however, no SAR shall settle or be exercisable later than the tenth anniversary date of its grant.

6.4 Exercise of SARs. Except for SARs that settle on a specified settlement date, SARs shall be exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance approve, which terms and restrictions need not be the same for each grant or for each Participant.

6.5 Notice of Exercise. SARs subject to exercise by the Participant shall be exercised by the delivery of a notice of exercise to the Company or an agent designated by the Company in a form specified or accepted by the Committee, or by complying with any alternative procedures that may be authorized by the Committee, setting forth the number of Shares with respect to which the SAR is to be exercised.

6.6 Settlement of SARs. Upon the exercise of any SAR that is subject to exercise by the Participant, pursuant to a notice of exercise properly completed and submitted to the Company in accordance with Section 6.5, or upon the specified settlement date for a SAR that is not subject to exercise by the Participant, the Participant shall be entitled to receive payment from the Company in an amount equal to the product of (a) and (b) below:

(a) The excess of the Fair Market Value of a Share on the date of exercise over the Grant Price; and

(b) The number of Shares with respect to which the SAR is exercised.

Payment shall be made in cash, Shares or a combination thereof as specified in the Award Agreement.

ARTICLE 7.
RESTRICTED SHARES

7.1 Grant of Restricted Shares. Restricted Shares may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee, in its sole discretion. Each grant of Restricted Shares shall be evidenced by an Award Agreement.

7.2 Nature of Restrictions. Each grant of Restricted Shares shall be subject to a restriction period that shall lapse upon the satisfaction of such conditions and restrictions as are determined by the Committee in its sole discretion and set forth in an applicable Award Agreement. Such conditions or restrictions may include, without limitation, one or more of the following:

(a) A requirement that a Participant pay a stipulated purchase price for each Share of Restricted Shares;

(b) Restrictions based upon the achievement of specific performance goals;

(c) Time-based restrictions on vesting following the attainment of the performance goals;

(d) Time-based restrictions; and/or

(e) Restrictions under applicable laws and restrictions under the requirements of any stock exchange or market on which such Shares are listed or traded.

7.3 Issuance of Shares. To the extent deemed appropriate by the Committee, the Company may retain the certificates representing Shares of Restricted Shares in the Company's possession until such time as all conditions or restrictions applicable to such Shares have been satisfied or lapse. Shares covered by each Restricted Share grant shall become freely transferable by the Participant after all conditions and restrictions applicable to such Shares have been satisfied or lapsed (including satisfaction of any applicable tax withholding obligations).

7.4 Shareholder Rights. Unless otherwise determined by the Committee and set forth in a Participant's applicable Award Agreement, to the extent permitted or required by law, a Participant holding Shares of Restricted Shares granted hereunder shall be granted full rights as a shareholder (including voting rights) with respect to those Shares during the Period of Restriction.

ARTICLE 8.
RESTRICTED SHARE UNITS

8.1 Grant of Restricted Share Units. Restricted Share Units may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee, in its sole discretion. A grant of a Restricted Share Unit shall not represent the grant of Shares but shall represent a promise to deliver a corresponding number of Shares or the value of each Share based upon the completion of service, performance conditions, or such other terms and conditions as specified in the applicable Award Agreement over the restriction period. Each grant of Restricted Share Units shall be evidenced by an Award Agreement.

8.2 Value of Restricted Share Units. Each Restricted Share Unit shall have an initial value equal to the Fair Market Value of a Share on the Grant Date.

8.3 Nature of Restrictions. Each grant of Restricted Share Units shall be subject to a restriction period that shall lapse upon the satisfaction of such conditions and restrictions as are determined by the Committee in its sole discretion and set forth in an applicable Award Agreement. Such conditions or restrictions may include, without limitation, one or more of the following:

(a) A requirement that a Participant pay a stipulated purchase price for each Restricted Share Unit;

(b) Restrictions based upon the achievement of specific performance goals;

(c) Time-based restrictions on vesting following the attainment of the performance goals;

(d) Time-based restrictions; and/or

(e) Restrictions under applicable laws or under the requirements of any stock exchange on which Shares are listed or traded.

8.4 Settlement and Payment of Restricted Share Units. Unless otherwise elected by the Participant or otherwise provided for in the Award Agreement, Restricted Share Units shall be settled upon the date such Restricted Share Units vest. Such settlement may be made in Shares, cash or a combination thereof, as specified in the Award Agreement.

ARTICLE 9.
PERFORMANCE SHARES

9.1 Grant of Performance Shares. Performance Shares may be granted to Participants in such number, and upon such terms and at any time and from time to time as shall be determined by the Committee, in its sole discretion. Each grant of Performance Shares shall be evidenced by an Award Agreement. A grant of a Performance Share shall represent the grant of Shares based upon the completion of service, performance conditions or such other terms and conditions as specified in the applicable Award Agreement over the restriction period.

9.2 Value of Performance Shares. Each Performance Share shall have an initial value equal to the Fair Market Value of a Share on the Grant Date. The Committee shall set performance goals in its discretion that, depending on the extent to which they are met over the specified Performance Period, shall determine the number of Performance Shares that shall vest.

9.3 Earning of Performance Shares. After the applicable Performance Period has ended, the number of Performance Shares earned by the Participant over the Performance Period shall be determined as a function of the extent to which the applicable corresponding performance goals have been achieved. This determination shall be made solely by the Committee.

9.4 Form and Timing of Payment of Performance Shares. The Committee shall pay at the close of the applicable Performance Period, or as soon as practicable thereafter, any earned Performance Shares in the form of cash or in Shares or in a combination thereof, as specified in a Participant's applicable Award Agreement. Any Shares paid to a Participant under this Section 9.4 may be subject to any restrictions deemed appropriate by the Committee.

ARTICLE 10.
PERFORMANCE SHARE UNITS

10.1 Grant of Performance Share Units. Subject to the terms and provisions of this Plan, Performance Share Units may be granted to a Participant in such number, and upon such terms and at any time and from time to time as shall be determined by the Committee, in its sole discretion. Each grant of Performance Share Units shall be evidenced by an Award Agreement.

10.2 Value of Performance Share Units. Each Performance Share Unit shall have an initial notional value equal to a dollar amount determined by the Committee, in its sole discretion. The Committee shall set performance goals in its discretion that, depending on the extent to which they are met over the specified Performance Period, will determine the number of Performance Share Units that shall be settled and paid to the Participant.

10.3 Earning of Performance Share Units. After the applicable Performance Period has ended, the number of Performance Share Units earned by the Participant over the Performance Period shall be determined as a function of the extent to which the applicable corresponding performance goals have been achieved. This determination shall be made solely by the Committee.

10.4 Form and Timing of Payment of Performance Share Units. The Committee shall pay at the close of the applicable Performance Period, or as soon as practicable thereafter, any earned Performance Share Units in the form of cash or in Shares or in a combination thereof, as specified in a Participant's applicable Award Agreement. Any Shares paid to a Participant under this Section 10.4 may be subject to any restrictions deemed appropriate by the Committee.

ARTICLE 11.
DEFERRED SHARE UNITS

11.1 Grant of Deferred Share Units. Deferred Share Units may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee, in its sole discretion. A grant of a Deferred Share Unit shall not represent the grant of Shares but shall represent a promise to deliver a corresponding number of Shares or the value of each Share following the date the Participant has terminated all employment, directorship and other roles with the Company and its Affiliates ("*Termination Date*"). Grants of Deferred Share Units may be evidenced by an Award Agreement, which will also specify whether the Deferred Share Unit is to be settled in cash, Shares or a combination thereof. Grants of Deferred Share Units not evidenced by an Award Agreement shall be settled in cash.

11.2 Value of Deferred Share Units. Each Deferred Share Unit shall have an initial value equal to the Fair Market Value of a Share on the Grant Date.

11.3 Settlement and Payment Deferred Share Units. Deferred Share Units shall be settled upon the 90th day following the Participant's Termination Date or, if the Participant is a "specified employee" as defined under Section 409A of the Code, upon the first day of the seventh month following the month in which the Participant's Termination Date occurs. Notwithstanding the foregoing sentence, if the Participant is not subject to taxation under the Code with respect to the Deferred Share Units, the Participant may, by giving notice prior to the 60th day following the Participant's Termination Date, elect a later date for settlement, provided that such later date is no later than December 15th of the calendar year following the calendar year in which the Participant's Termination Date occurs.

ARTICLE 12.
OTHER SHARE-BASED AWARDS AND CASH-BASED AWARDS

12.1 Grant of Other Share-Based Awards and Cash-Based Awards.

(a) The Committee may grant Other Share-Based Awards not otherwise described by the terms of this Plan, including, but not limited to, the grant or offer for sale of unrestricted Shares and the grant of deferred Shares, in such amounts and subject to such terms and conditions, as the Committee shall determine, in its sole discretion. Such Awards may involve the transfer of actual Shares to Participants, or payment in cash or otherwise of amounts based on the value of Shares.

(b) The Committee, at any time and from time to time, may grant Cash-Based Awards to a Participant in such amounts and upon such terms as the Committee shall determine, in its sole discretion.

12.2 Value of Other Share-Based Awards and Cash-Based Awards.

(a) Each Other Share-Based Award shall be expressed in terms of Shares or units based on Shares, as determined by the Committee, in its sole discretion.

(b) Each Cash-Based Award shall specify a payment amount or payment range as determined by the Committee, in its sole discretion. If the Committee exercises its discretion to establish performance goals, the value of Cash-Based Awards paid to the Participant will depend on the extent to which such performance goals are met.

12.3 Payment of Other Share-Based Awards and Cash-Based Awards. Payment, if any, with respect to Cash-Based Awards and Other Share-Based Awards shall be made in accordance with the terms of the applicable Award Agreement, in cash, Shares or a combination of both as determined by the Committee in its sole discretion.

ARTICLE 13.
TRANSFERABILITY OF AWARDS AND SHARES

13.1 Transferability of Awards. Except as provided in Section 13.2, during a Participant's lifetime, Options and SARs shall be exercisable only by the Participant. Awards shall not be transferable other than by will or the laws of descent and distribution or pursuant to a domestic relations order entered into by a court of competent jurisdiction. No Awards shall be subject, in whole or in part, to attachment, execution or levy of any kind. Any purported transfer in violation of this Section 13.1 shall be null and void.

13.2 Committee Action. Notwithstanding Section 13.1, the Committee may, subject to applicable laws, rules and regulations and such terms and conditions as it shall specify, determine that any or all Awards shall be transferable, for no consideration, to a Permitted Transferee. Any Award transferred to a Permitted Transferee shall be further transferable only by last will and testament or the laws of descent and distribution or, for no consideration, to another Permitted Transferee of the Participant. "*Permitted Transferees*" mean (a) a Participant's Immediate Family Member, (b) an entity in which the Participant and/or the Participant's Immediate Family Member own more than fifty percent of the voting interests, (c) one or more trusts in which the Participant and/or the Participant's Immediate Family Member have more than fifty percent of the beneficial interest, (d) a foundation in which the Participant and/or the Participant's Immediate Family Member control the management of assets, or (e) any other person with the approval of the Committee. No Award may be transferred for value without Committee approval.

13.3 Restrictions on Share Transferability. The Committee may impose such restrictions on any Shares acquired by a Participant under this Plan as it may deem advisable, including, without limitation, minimum holding period requirements, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed or traded or under any blue sky or state securities laws applicable to such Shares.

ARTICLE 14.
PERFORMANCE MEASURES

14.1 Performance Measures. Any Award to a Participant may be subject to performance goals as determined at the discretion of the Committee, which may include, but are not limited to, any of the following:

(a) Book value or earnings per Share;

(b) Cash flow, free cash flow or operating cash flow;

(c) Earnings before or after any, or any combination of, interest, taxes, depreciation, amortization or restructuring costs;

(d) Gross or net sales or revenues;

(e) Annual recurring revenue;

(f) Operational performance measures;

(g) Profitability ratios (pre or post tax);

(h) Profitability of an identifiable business unit or product;

(i) Return measures (including return on assets, return on equity, return on investment, return on capital, return on invested capital, gross profit return on investment, gross margin return on investment, economic value added or similar metric); or

(j) Strategic business objectives (including objective project milestones).

Any Performance Measure(s) may, as the Committee in its sole discretion deems appropriate, (a) relate to the performance of the Company or any Affiliate as a whole or any business unit or division of the Company or any Affiliate or any combination thereof, (b) be compared to the performance of a group of comparator companies, or published or special index, (c) be based on change in the Performance Measure over a specified period of time and such change may be measured based on an arithmetic change over the specified period (*e.g.*, cumulative change or average change), or percentage change over the specified period (*e.g.*, cumulative percentage change, average percentage change or compounded percentage change), (d) relate to or be compared to one or more other Performance Measures or (e) be any combination of the foregoing. The Committee also has the authority to provide for accelerated vesting of any Award based on the achievement of performance goals pursuant to any Performance Measures.

14.2 Evaluation of Performance. The Performance Measures shall, to the extent possible, be determined in accordance with generally accepted accounting principles consistently applied on a business unit, divisional, subsidiary or consolidated basis or any combination thereof. The Committee may provide in any Award that any evaluation of performance may include or exclude the impact, if any, on reported financial results of any events that occur during a Performance Period, including, but not limited to: (a) asset write-downs, (b) litigation or claim judgments or settlements, (c) changes in tax laws, accounting principles or other laws or provisions, (d) reorganization or restructuring programs, (e) acquisitions or divestitures, (f) foreign exchange gains and losses and (g) gains and losses that are treated as unusual or infrequently occurring items within the meaning of the accounting standards of the Financial Accounting Standard Board or such comparable successor term.

14.3 Adjustment of Awards. Subject to Section 21.5, the Committee shall retain the discretion to adjust any Awards, either on a formula or discretionary basis or any combination thereof, as the Committee determines, in its sole discretion.

ARTICLE 15.
TERMINATION OF EMPLOYMENT; TERMINATION OF DIRECTORSHIP AND TERMINATION AS A THIRD-PARTY SERVICE PROVIDER

The Committee shall specify at or after the time of grant of an Award the provisions governing the disposition of an Award in the event of a Participant's Termination of Employment or Termination of Directorship. In addition, the Committee shall determine, in its sole discretion, the circumstances constituting a termination as a Third-Party Service Provider and shall set forth those circumstances in each Award Agreement entered into with each Third-Party Service Provider. Subject to applicable laws, rules and regulations, in connection with a Participant's termination, the Committee shall have the discretion to accelerate the vesting, exercisability or settlement of, eliminate the restrictions and conditions applicable to, or extend the post-termination exercise period of an outstanding Award. Such provisions shall be determined by the Committee in its sole discretion and may be specified in the applicable Award Agreement or determined at a subsequent time. The Committee's decisions need not be uniform among all Award Agreements and Participants and may reflect distinctions based on the reasons for termination.

ARTICLE 16.
NON-EMPLOYEE DIRECTOR AWARDS

16.1 Awards to Non-Employee Directors. The Board or Committee shall determine and approve all Awards to Non-Employee Directors. The terms and conditions of any grant of any Award to a Non-Employee Director shall be set forth in an Award Agreement. The aggregate maximum Fair Market Value (determined as of the Grant Date) of the Shares with respect to Awards granted under this Plan in any fiscal year to any Non-Employee Director when added to cash retainer fees, meeting fees and any other compensation earned in respect of services as a Non-Employee Director for such year shall not exceed $750,000.

16.2 Awards in Lieu of Fees. The Board or Committee may permit a Non-Employee Director the opportunity to receive an Award in lieu of payment of all or a portion of future director fees (including but not limited to cash retainer fees and meeting fees) or other type of Awards pursuant to such terms and conditions as the Board or Committee may prescribe and set forth in an applicable sub-plan or Award Agreement.

ARTICLE 17.
EFFECT OF A CHANGE IN CONTROL

17.1 Change in Control. If a Participant has in effect an employment, retention, change in control, severance or similar agreement with the Company or any Affiliate or is subject to a policy or plan that governs the effect of a Change in Control on a Participant's Awards, then such agreement, plan or policy shall control. In all other cases, unless provided otherwise in an Award Agreement or determined by the Committee prior to the date of the Change in Control, in the event of a Change in Control:

(a) If a Successor so agrees, some or all outstanding Awards shall be assumed, or replaced with the same type of award with similar terms and conditions, by a Successor in the Change in Control transaction. If applicable, each Award that is assumed by a Successor shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities that would have been issuable to a Participant upon the consummation of such Change in Control had the Award been exercised, vested or earned immediately prior to such Change in Control, and other appropriate adjustments in the terms and conditions of the Award shall be made. Upon the termination of a Participant's employment by a Successor in connection with or within twelve (12) months following the Change in Control for any reason other than an involuntary termination by a Successor for Cause, all of the Participant's Awards granted prior to the date of the Change in Control that are in effect as of the date of such termination shall be vested in full or deemed earned at target, assuming the target performance goals applicable to such Award were met, effective on the date of such termination.

(b) To the extent a Successor in the Change in Control transaction does not assume the Awards or issue replacement awards as provided in clause (i), then, unless provided otherwise in an Award Agreement or determined by the Committee, immediately prior to the date of the Change in Control, all Awards that are then held by Participants shall be cancelled in exchange for the right to receive the following:

(i) For each Option or SAR, a cash payment equal to the excess of the Change in Control price of the Shares covered by the Option or SAR that is so cancelled over the purchase or grant price of such Shares under the Award;

(ii) For each Restricted Share and each Restricted Share Unit that has been earned but not yet paid, the Change in Control price per Share in cash or such other consideration as the Company or the shareholders of the Company receive in such Change in Control;

(iii) For each Performance Share and Performance Share Unit that has been earned but not yet paid, a cash payment equal to the value of the Performance Share or Performance Share Unit;

(iv) For each Performance Share and Performance Share Unit for which the performance period has not expired, a cash payment equal to the product of (x) and (y) where (x) is the Award the Participant would have earned based on actual performance and (y) is a fraction, the numerator of which is the number of calendar months that the Participant provided active services to the Company from the Grant Date through the end of the performance period (with any partial month counting as a full month for this purpose) and the denominator of which is the total number of months between the Grant Date through the end of the performance period;

(v) For each Other Share-Based Award or Cash-Based Award that is earned but not yet paid, including Deferred Share Units, a cash payment equal to the value of the Other Share-Based Awards or Cash-Based Awards; and

(vi) For each Other Share-Based Award or Cash-Based Award that is not yet earned, a cash payment equal to either the amount that would have been due under such Award(s) if any performance goals (as measured at the time of the Change in Control) were to be achieved at the target level through the end of the performance period or a cash payment based on the value of the Award as of the date of the Change in Control; and

(vii) For each Dividend Equivalent, a cash payment equal to the value of the Dividend Equivalent as of the date of the Change in Control.

If the value of an Award is based on the Fair Market Value of a Share, for purposes of this Article 17, Fair Market Value shall be deemed to mean the per share Change in Control price. The Committee shall determine the per share Change in Control price paid or deemed paid in the Change in Control transaction.

ARTICLE 18.
DIVIDENDS AND DIVIDEND EQUIVALENTS

The Committee may provide Participants with the right to receive dividends or payments equivalent to dividends ("*Dividend Equivalents*") or interest with respect to an outstanding Award, which payments can either be paid in cash or deemed to have been reinvested in Shares, or a combination thereof, as the Committee shall determine, in each case, subject to all applicable laws, rules and regulations, including, without limitation, Section 409A of the Code. Dividends or Dividend Equivalents with respect to Awards that vest based on the achievement of Performance Measures shall be accumulated until such Award is earned and vested, and the dividends or Dividend Equivalents shall not be paid if the Performance Measures and time-based vesting restrictions are not satisfied. Dividends or Dividend Equivalents with respect to Awards that are subject to time-based vesting restrictions shall be accumulated until such Awards vest in accordance with their terms, and the dividends or Dividend Equivalents shall not be paid if the time-based vesting restrictions are not satisfied. Notwithstanding the foregoing, no dividends or Dividend Equivalents shall be paid with respect to Options or SARs.

ARTICLE 19.
BENEFICIARY DESIGNATION

Each Participant under this Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Plan is to be paid in case of his death before he receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Committee and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. In the absence of any such beneficiary designation, benefits remaining unpaid or rights remaining unexercised at the Participant's death shall be paid to or exercised by the Participant's executor, administrator or legal representative.

ARTICLE 20.
RIGHTS OF PARTICIPANTS

20.1 Employment. Nothing in this Plan or an Award Agreement shall (a) interfere with or limit in any way the right of the Company or any Affiliate to terminate any Participant's employment with the Company or any Affiliate at any time or for any reason not prohibited by law or (b) confer upon any Participant any right to continue his employment or service as a Director or Third-Party Service Provider for any specified period of time. Neither an Award nor any benefits arising under this Plan shall constitute an employment contract with the Company or any Affiliate and, accordingly, subject to Article 2 and Article 21, this Plan and the benefits hereunder may be amended or terminated in accordance with this Plan at any time in the sole and exclusive discretion of the Board without giving rise to any liability on the part of the Company, any Affiliate, the Committee or the Board.

20.2 Participation. The participation of any Participant in the Plan is entirely voluntary and not obligatory. No individual shall have the right to be selected to receive an Award under this Plan, or having been so selected, to be selected to receive a future Award. The Committee may grant more than one Award to a Participant and may designate an individual as a Participant for overlapping periods of time.

20.3 Rights as a Shareholder. Except as otherwise provided herein, a Participant shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Participant becomes the record holder of such Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the date on which the Participant becomes the record holder of the Shares.

ARTICLE 21.
AMENDMENT AND TERMINATION

21.1 Amendment and Termination of this Plan and Awards. The Board may from time to time, without notice and without approval of the holders of voting shares of the Company, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that any amendment that would cause an Award held by a Participant that is subject to the Code to be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code shall be null and void *ab initio*.

21.2 Shareholder Approval. Notwithstanding Section 21.1, approval of the holders of the voting shares of the Company shall be required for any amendment, modification or change that:

(a) Increases the number of Shares reserved for issuance under the Plan, except in connection with a corporate transaction involving the Company (including, without limitation, any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination or exchange of Shares);

(b) Reduces the Option Price of an Option or the Grant Price of a SAR (for this purpose, a cancellation or termination of an Award of a Participant prior to its expiry date for the purpose of reissuing an Award to the same Participant with a lower Option Price shall be treated as an amendment to reduce the Option Price of an Award) or exchanges such Awards for Awards of a different type, and/or cash, except in connection with a corporate transaction involving the Company (including, without limitation, any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination or exchange of Shares);

(c) Extends the term of an Award beyond the original expiration date, except where the expiration date is extended to the tenth business day following a period during which the Participant is prohibited from trading in the Shares by applicable laws, rules or regulations or the Company's insider trading plan as in effect from time to time (subject to compliance with Section 409A of the Code);

(d) Permits Awards to be transferred to a person other than a Permitted Transferee or for normal estate settlement purposes; or

(e) Deletes or reduces the range of amendments that require approval from the holders of voting shares of the Company under this Section 21.2.

21.3 Permitted Amendments. Without limiting the generality of Section 21.1, but subject to Section 21.2, the Board may, without shareholder approval, at any time or from time to time, amend the Plan or any Award granted pursuant to the Plan for the purposes of:

(a) Making any amendments to the general vesting provisions or restricted period of each Award;

(b) Making any amendments to provisions relating to the early termination of Awards on termination of employment, termination of directorship or termination as a Third-Party Service Provider;

(c) Making any amendments to add covenants of the Company for the protection of Participants, provided that the Board shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants;

(d) Making any amendments as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, have in mind the best interests of the Participants it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants; or

(e) Making such changes or corrections which, on the advice of counsel to the Company, are required for the purpose of curing or correcting any ambiguity, defect or inconsistent provision, or clerical omission, mistake or manifest error, provided that the Board shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

21.4 Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. Subject to Section 14.2, the Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 3.4) affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent unintended dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under this Plan. By accepting an Award under this Plan, a Participant agrees to any adjustment to the Award made pursuant to this Section 21.4 without further consideration or action.

21.5 Awards Previously Granted. Notwithstanding any other provision of this Plan to the contrary, other than Section 21.4, Section 21.6 and Section 23.16, no termination or amendment of this Plan or an Award Agreement shall adversely affect in any material way any Award previously granted under this Plan without the written consent of the Participant holding such Award.

21.6 Amendment to Conform to Law. Notwithstanding any other provision of this Plan to the contrary, the Committee shall have the broad authority to amend this Plan, an Award or an Award Agreement, to take effect retroactively or otherwise, as deemed necessary or advisable in order to comply with, take into account changes in, or interpretations of, applicable tax laws, securities laws, employment laws, accounting rules and other applicable laws, rules, rulings and regulations promulgated thereunder. By accepting an Award under this Plan, a Participant agrees to any amendment made pursuant to this Section 21.6 to this Plan, an Award or an Award Agreement without further consideration or action.

ARTICLE 22.
TAX WITHHOLDING

22.1 Tax Withholding. The granting, vesting or lapse of a restricted period, settlement or exercise of each Award under the Plan is subject to the condition that if at any time the Committee determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or lapse of the restricted period, settlement or exercise, such action is not effective unless such withholding has been effected to the satisfaction of the Committee. In such circumstances, the Committee may require that a Participant pay to the Company up to the maximum amount as the Company or an Affiliate is obliged to remit to the relevant taxing authority in respect of the granting, vesting or lapse of the restricted period, settlement or exercise of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Company or an Affiliate, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law, the Company may (i) withhold such amount from any remuneration or other amount payable by the Company or any Affiliate to the Participant, (ii) require the sale of a number of Shares issued upon exercise, vesting or settlement of such Award and the remittance to the Company of the net proceeds from such sale sufficient to satisfy such amount or (iii) enter into any other suitable arrangements for the receipt of such amount.

22.2 Share Withholding. With respect to withholding required upon the exercise of Options or SARs, upon the lapse of restrictions on Restricted Shares, upon the settlement of Restricted Share Units, or upon the achievement of performance goals related to Performance Shares, or any other taxable event arising as a result of an Award granted hereunder (collectively and individually referred to as a "*Share Payment*"), the Committee may permit or require a Participant to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares from a Share Payment (or repurchase Shares that were previously issued) having a Fair Market Value on the date the withholding is to be determined equal to the maximum statutory withholding requirement or such other rate as will not result in any adverse accounting consequences, as determined by the Company in its sole discretion.

ARTICLE 23.
GENERAL PROVISIONS

23.1 Forfeiture Events. The Committee may specify in an Award Agreement that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events as determined by the Committee in its sole discretion. The Committee may at any time waive the application of this Section 23.1 to any Participant or category of Participants.

23.2 Legend. All certificates for Shares delivered under this Plan shall be subject to such stock-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any exchange upon which the Shares are then listed and any applicable securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

23.3 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this Section 23.3 by and among the Company and its Affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "*Data*"). The Company and its Affiliates may transfer the Data among themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 23.3 in writing, without cost, by contacting the local human resources representative. If the Participant refuses or withdraws the consents in this Section 23.3, the Company may cancel the Participant's ability to participate in the Plan and, in the Committee's discretion, the Participant may forfeit any outstanding Awards. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

23.4 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

23.5 Severability. In the event that any provision of this Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of this Plan, and this Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

23.6 Requirements of Law. The granting of Awards and the issuance of Shares under this Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

23.7 Delivery of Title. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under this Plan prior to:

(a) Obtaining any approvals from governmental agencies that the Company determines are necessary or advisable prior to issuance or delivery; and

(b) Completion of any registration or other qualification of the Shares under any applicable national, state or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable prior to issuance or delivery.

23.8 Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

23.9 Investment Representations. The Committee may require any individual receiving Shares pursuant to an Award under this Plan to represent and warrant in writing that the individual is acquiring the Shares for investment and without any present intention to sell or distribute such Shares.

23.10 Leave of Absence. The Committee shall have discretion to determine whether and to what extent the vesting of Awards shall be tolled during any leave of absence that is approved by the Company (an "*approved leave*"); provided, however, that in the absence of such determination, Awards shall continue to vest during the first 12 weeks of approved leave and shall be tolled thereafter (unless otherwise required by the applicable law). Upon a Participant's returning from such leave, he or she shall be given vesting credit with respect to Awards to the same extent as would have applied had the Participant continued to provide services to the Company throughout the leave on the same terms as he or she was providing services immediately before such leave.

23.11 Employees Based Outside of the United States. Notwithstanding any provision of this Plan to the contrary, in order to comply with the laws in other countries in which the Company or any Affiliates operate or have Employees, Directors or Third-Party Service Providers, the Committee, in its sole discretion, shall have the power and authority to:

(a) Determine which Affiliates shall be covered by this Plan;

(b) Determine which Employees, Directors or Third-Party Service Providers outside the United States are eligible to participate in this Plan;

(c) Modify the terms and conditions of any Award granted to Employees, Directors or Third-Party Service Providers outside the United States to comply with applicable foreign laws;

(d) Establish sub-plans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any sub-plans and modifications to Plan terms and procedures established under this Section 23.11 by the Committee shall be attached to this Plan document as appendices; and

(e) Take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals.

Notwithstanding the above, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate applicable law.

23.12 Uncertificated Shares. To the extent that this Plan provides for issuance of certificates to reflect the transfer of Shares, the transfer of such Shares may be affected on a noncertificated basis to the extent not prohibited by applicable law or the rules of any stock exchange.

23.13 Unfunded Plan. Participants shall have no right, title or interest whatsoever in or to any investments that the Company or any Affiliates may make to aid it in meeting its obligations under this Plan. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any Participant, beneficiary, legal representative or any other individual. To the extent that any individual acquires a right to receive payments from the Company or any Affiliate under this Plan, such right shall be no greater than the right of an unsecured general creditor of the Company or any Affiliate, as the case may be. All payments to be made hereunder shall be paid from the general funds of the Company, or any Affiliate, as the case may be, and no special or separate fund shall be established, and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in this Plan.

23.14 No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to this Plan or any Award, and Awards will be rounded down to the nearest whole Share. The Committee shall determine whether cash, Awards or other property shall be issued or paid in lieu of fractional Shares, or whether such fractional Shares or any rights thereto shall be forfeited or otherwise eliminated.

23.15 Retirement and Welfare Plans. Neither Awards made under this Plan nor Shares or cash paid pursuant to such Awards may be included as "compensation" for purposes of computing the benefits payable to any Participant under the Company's or any Affiliate's retirement plans (both qualified and nonqualified) or welfare benefit plans unless such other plan expressly provides that such compensation shall be taken into account in computing a Participant's benefit.

23.16 Deferrals.

(a) Notwithstanding any contrary provision in this Plan or an Award Agreement, if any provision of this Plan or an Award Agreement contravenes any regulations or guidance promulgated under Section 409A of the Code or would cause an Award to be subject to additional taxes, accelerated taxation, interest and/or penalties under Section 409A of the Code, such provision of this Plan or Award Agreement may be modified by the Committee without consent of the Participant in any manner the Committee deems reasonable or necessary. In making such modifications, the Committee shall attempt, but shall not be obligated, to maintain, to the maximum extent practicable, the original intent of the applicable provision without contravening the provisions of Section 409A of the Code. Moreover, any discretionary authority that the Committee may have pursuant to this Plan shall not be applicable to an Award that is subject to Section 409A of the Code to the extent such discretionary authority would contravene Section 409A of the Code or the guidance promulgated thereunder.

(b) If a Participant is a "specified employee" as defined under Section 409A of the Code and the Participant's Award is to be settled on account of the Participant's separation from service (for reasons other than death) and such Award constitutes "deferred compensation" as defined under Section 409A of the Code, then any portion of the Participant's Award that would otherwise be settled during the six-month period commencing on the Participant's separation from service shall be settled as soon as practicable following the conclusion of the six-month period (or following the Participant's death if it occurs during such six-month period).

(c) In accordance with the procedures authorized by, and subject to the approval of, the Committee, Participants may be given the opportunity to defer the payment or settlement of an Award to one or more dates selected by the Participant; provided, however, that the terms of any deferrals must comply with all applicable laws, rules and regulations, including, without limitation, Section 409A of the Code. No deferral opportunity shall exist with respect to an Award unless explicitly permitted by the Committee on or after the time of grant.

23.17 Nonexclusivity of this Plan. The adoption of this Plan shall not be construed as creating any limitations on the power of the Board or Committee to adopt such other compensation arrangements as it may deem desirable for any Participant.

23.18 No Constraint on Corporate Action. Nothing in this Plan shall be construed to: (a) limit, impair or otherwise affect the Company's or an Affiliate's right or power to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell or transfer all or any part of its business or assets or (b) limit the right or power of the Company or any Affiliate to take any action that such entity deems to be necessary or appropriate. The proceeds received by the Company from the sale of Shares pursuant to Awards will be used for general corporate purposes.

23.19 Conflicts. In the event of any conflict or inconsistency between the Plan and any Award Agreement, this Plan shall govern, and the Award Agreement shall be interpreted to minimize or eliminate any such inconsistency. In the event of any conflict between or among the provisions of the Plan, an Award Agreement and any other agreement the Participant may have with the Company or any Affiliate, the provisions of the Plan shall govern.

23.20 Recoupment. Notwithstanding anything in this Plan to the contrary, all Awards granted under this Plan and any payments made under this Plan shall be subject to claw-back or recoupment as permitted or mandated by applicable law, rules, regulations or Company policy as enacted, adopted or modified from time to time and as determined by the Committee as necessary or appropriate. For the avoidance of doubt, this provision shall apply to any gains realized upon exercise or settlement of an Award.

23.21 Delivery and Execution of Electronic Documents. To the extent permitted by applicable law, the Company may (i) deliver by email or other electronic means (including posting on a website maintained by the Company or by a third party under contract with the Company) all documents relating to this Plan or any Award thereunder (including without limitation, prospectuses and other securities requirements) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements) and (ii) permit Participants to electronically execute applicable Plan documents (including, but not limited to, Award Agreements) in a manner prescribed to the Committee.

23.22 No Representations or Warranties Regarding Tax Effect. Notwithstanding any provision of this Plan to the contrary, the Company, Affiliates, the Board and the Committee neither represent nor warrant the tax treatment under any federal, state, local or foreign laws and regulations thereunder (individually and collectively referred to as the "*Tax Laws*") of any Award granted or any amounts paid to any Participant under this Plan, including, but not limited to, when and to what extent such Awards or amounts may be subject to tax, penalties and interest under the Tax Laws.

23.23 No Other Benefit. No amount will be paid to, or in respect of a Participant holding an Award to compensate for a downward fluctuation in the market value of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

23.24 Indemnification. Subject to applicable laws, rules and regulations and the Company's Certificate of Incorporation as it may be amended from time to time, each individual who is or shall have been a member of the Board, or a Committee appointed by the Board, or an officer of the Company to whom authority was delegated in accordance with Article 2, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be a party or in which he or she may be involved by reason of any good faith action taken or failure to act under this Plan and (ii) any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit or proceeding against him or her, provided that he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his/her own behalf. Notwithstanding the foregoing, no individual shall be entitled to indemnification if such loss, cost, liability or expense is a result of his/her own willful misconduct. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such individuals may be entitled under the Company's Articles of Incorporation or By-laws, as a matter of law or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

23.25 Successors. Subject to Article 17, all obligations of the Company under this Plan with respect to Awards granted hereunder shall be binding on any successor to the Company (each, a "*Successor*"), whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the Company.

23.26 Currency. All dollar amounts referred to herein will be in lawful currency of the United States unless specifically stated otherwise. Where values or amounts are required to be compared or paid in a different currency, the Company will use a reasonable basis for assessing the exchange rate for such currency as of such date.

23.27 Governing Law. The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan to the substantive law of another jurisdiction.

ARTICLE 24.
DEFINITIONS

Whenever used in this Plan, the following terms shall have the meanings set forth below, and when the meaning is intended, the initial letter of the word shall be capitalized.

"*Affiliate*" means any Subsidiary of, and any person or entity that, directly or indirectly, Controls, or is under common control with, the Company.

"*Award*" means, individually or collectively, a grant under this Plan of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Shares, Restricted Share Units, Performance Shares, Performance Share Units, Deferred Share Units, Cash-Based Awards or Other Share-Based Awards, in each case subject to the terms of this Plan.

"*Award Agreement*" means either (i) a written or electronic agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award granted under this Plan, including any amendment or modification thereof, or (ii) a written or electronic statement issued by the Company to a Participant describing the terms and provisions of such Award, including any amendment or modification thereof. The Committee may provide for the use of electronic, Internet or other non-paper Award Agreements and the use of electronic, Internet or other non-paper means for the acceptance thereof and actions thereunder by a Participant. The Committee shall have the exclusive authority to determine the terms of an Award Agreement evidencing an Award granted under this Plan, subject to the provisions herein. The terms of an Award Agreement need not be uniform among all Participants or among similar types of Awards.

"*Board*" means the board of directors of the Company.

"*Cause*", unless provided otherwise in an Award Agreement, has the meaning assigned to such term in the employment agreement covering the Participant, provided that if no such employment agreement exists or the term "Cause" is not defined in such employment agreement, then "Cause" means the occurrence of any of the following: (i) the indictment of the Participant for (or conviction of or plea of no contest or similar plea to) a felony or a misdemeanor involving fraud, dishonesty or moral turpitude; (ii) the Participant's continuing refusal to substantially perform the Participant's obligations and duties to the Company (except by reason of incapacity due to illness or accident) if the Participant shall have failed to remedy the alleged breach caused by such conduct within 30 days from the date written notice is given by the Company demanding that the Participant remedy the alleged breach caused by such conduct; (iii) the Participant's breach of a material provision of any agreement between the Participant, on the one hand, and the Company or any of its subsidiaries or affiliates, on the other hand; (iv) the Participant's habitual intoxication or drug addiction; (v) the Participant's misappropriation of material assets of the Company or other acts of dishonesty as determined in good faith by the Board; or (vi) the Participant engaging in illegal conduct which, in the reasonable judgment of the Board, places the Company at risk of significant liability.

"*Cash-Based Award*" means an Award, denominated in cash, granted to a Participant as described in Article 12.

"*Change in Control*" means any one of the following:

(a) any person or entity, including a "group" as defined in Section 13(d)(3) of the Exchange Act other than the Company or a wholly-owned Subsidiary thereof or any employee benefit plan of the Company or any of its Subsidiaries, becomes the beneficial owner of the Company's securities having more than 50% of the combined voting power of the then outstanding securities of the Company that may be cast for the election of Directors of the Company (other than as a result of an issuance of securities initiated by the Company in the ordinary course of business). For the avoidance of doubt, no such transaction shall trigger a Change in Control while Intapp, Inc. continues to hold, directly or indirectly, 50% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of Directors of the Company;

(b) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the Directors of the Company or the directors of such successor corporation or entity after such transaction is held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of the Directors of the Company immediately prior to such transaction;

(c) during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's shareholders, of each Director of the Company first elected during such period was approved by a vote of a majority of the Directors of the Company then still in office who were Directors of the Company at the beginning of any such period; or

(d) the shareholders of the Company approve a plan of complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets, other than a liquidation of the Company into a wholly-owned subsidiary.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A of the Code, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the transaction or event described in subsection (a), (b), (c) or (d) above with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in the ownership of the Company," a "change in the effective control of the Company," or a "change in the ownership of a substantial portion of the assets of the Company" as such terms are defined in Section 1.409A-3(i)(5) of the Treasury Regulations.

"*Code*" means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations and guidance promulgated thereunder and any successor or similar provision.

"*Committee*" means the Compensation Committee of the Board or a subcommittee thereof or any other committee designated by the Board to administer this Plan, and if the Committee does not exist or cannot function for any reason, the Board may take any action under this Plan that would otherwise be the responsibility of the Committee (in which case references to the "Committee" shall be deemed references to the Board). The Committee shall be constituted to comply with the requirements of Rule 16(b) of the Exchange Act (to the extent that Section 16 of the Exchange Act becomes applicable to the Company) and any applicable listing or governance requirements of any securities exchange on which the Shares are listed; provided, however, that if any Committee member is found not to have met the qualification requirements of Section 16(b) of the Exchange Act, actions taken or Awards granted by the Committee shall not be invalidated by such failure to so qualify.

"*Company*" means Intapp, Inc. and any successor thereto as provided in Section 23.25.

"*Control*" means the relationship whereby a person (the second person) is considered to be "controlled" by a person (the first person) if:

(a) in the case of a corporation,

(i) voting securities of the second person carrying more than 50% of the votes for the election of directors are held, directly or indirectly, otherwise than by way of security only, by or for the benefit of the first person; and

(ii) the votes carried by the securities are entitled, if exercised, to elect a majority of the directors of the second person;

(b) in the case of a partnership that does not have directors, other than a limited partnership, the first person holds more than 50% of the interests in the partnership; or

(c) in the case of a limited partnership, the general partner is the first person.

"*Data*" has the meaning set forth in Section 23.3.

"*Deferred Share Unit*" means an Award granted pursuant to Article 11.

"*Director*" means any individual who is a member of the Board of Directors of the Company.

"*Disability*" means either of the following: (i) for purposes of the Plan only, the inability of a Participant to perform substantially all of such Participant's duties and responsibilities to the Company or any Affiliate as a result of any illness, injury, accident or condition of either a physical or psychological nature suffered by such Participant, with or without accommodation to the point of undue hardship, for 120 consecutive days or any 180 days in any period of 365 days, which illness, injury, accident or condition is likely to continue in the foreseeable future to a similar degree as determined by a duly qualified medical practitioner reasonably selected by the Company or its Affiliate (provided that, if the Participant refuses to submit to a medical examination by such practitioner and the parties, acting reasonably, cannot agree to an alternate practitioner within 30 days following such Participant's refusal, the determination of the Board (or its designee) of the issue acting upon any available medical information will be considered final and binding) or (ii) any other condition of the Participant that would constitute a "disability" under the Participant's employment agreement, if applicable.

"*Dividend Equivalents*" has the meaning set forth in Article 18.

"*Registration Date*" has the meaning set forth in Section 1.1.

"*Employee*" means any individual performing services for the Company or an Affiliate and designated as an employee of the Company or an Affiliate on its payroll records. An Employee shall not include any individual during any period he or she is classified or treated by the Company or Affiliate as an independent contractor, a consultant or an employee of an employment, consulting or temporary agency or any other entity other than the Company or Affiliate, without regard to whether such individual is subsequently determined to have been, or is subsequently retroactively reclassified, as a common-law employee of the Company or Affiliate during such period. An individual shall not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company or any Affiliate. For purposes of Incentive Stock Options, no such leave may exceed 90 days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three months following the 91st day of such leave, any Incentive Stock Option held by a Participant shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Nonqualified Stock Option. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.

"*Exchange Act*" means the United States Securities Exchange Act of 1934, as amended from time to time, or any successor act thereto and the regulations and guidance promulgated thereunder.

"*Fair Market Value*" or "*FMV*" means, with respect to a Share, the fair market value thereof as of the relevant date of determination, as determined in accordance with the valuation methodology approved by the Committee (based on objective criteria) from time to time and applied consistently. In the absence of any alternative valuation methodology approved by the Committee, Fair Market Value shall be equal to the closing selling price of a Share on the trading day immediately preceding the date on which such valuation is made on the Nasdaq Stock Market or such established national securities exchange as may be designated by the Committee (and if listed on more than one securities exchange, and the closing price on another securities exchange is higher, then the highest of such closing prices) or, in the event that the Shares are not listed for trading on the Nasdaq Stock Market or such other national securities exchange as may be designated by the Committee but are quoted on an automated system, in any such case on the valuation date (or if there were no sales on the valuation date, the average of the highest and lowest quoted selling prices as reported on said composite tape or automated system for the most recent day during which a sale occurred). FMV may differ depending on whether FMV is in reference to the grant, exercise, vesting, settlement or payout of an Award.

"*Grant Date*" means the date an Award is granted to a Participant pursuant to this Plan.

"*Grant Price*" means the price established at the time of grant of an SAR pursuant to Article 6.

"*Immediate Family Member*" means a Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships or any person sharing the Participant's household (other than a tenant of the grantee).

"*Incentive Stock Option*" or "*ISO*" means an Award granted pursuant to Article 5 that is designated as an Incentive Stock Option and that is intended to meet the requirements of Code Section 422 or any successor provision.

"*Insider*" means any person who, as of a particular date, is a director or officer of the Company as defined under Exchange Act Rule 16a-1(f) or its successor provision.

"*ISO Limit*" has the meaning set forth in Section 3.1.

"*Nasdaq Stock Market*" means the National Association of Securities Dealers Automated Quotations American stock exchange.

"*Non-Employee Director*" means a Director who is not an Employee of the Company or any Affiliate.

"*Nonqualified Stock Option*" means an Award granted pursuant to Article 5 that is not intended to meet the requirements of Code Section 422, or that otherwise does not meet such requirements.

"*Option*" means an Award granted to a Participant pursuant to Article 5, which Award may be an Incentive Stock Option or a Nonqualified Stock Option.

"*Option Price*" means the price at which a Share may be purchased by a Participant pursuant to an Option.

"*Other Share-Based Award*" means an equity-based or equity-related Award not otherwise described by the terms of this Plan that is granted pursuant to Article 12.

"*Participant*" means any eligible individual as set forth in Article 4 to whom an Award is granted.

"*Performance Measures*" means measures, as described in Article 14, upon which performance goals are based.

"*Performance Period*" means the period of time during which performance goals must be met in order to determine the degree of payout and/or vesting with respect to an Award.

"*Performance Share*" means an Award granted pursuant to Article 9.

"*Performance Share Unit*" means an Award granted pursuant to Article 10.

"*Period of Restriction*" means the period when Restricted Shares or Restricted Share Units are subject to a substantial risk of forfeiture (based on the passage of time, the achievement of performance goals or upon the occurrence of other events as determined by the Committee, in its discretion) as provided in Article 7 and Article 8.

"*Plan*" means this Intapp, Inc. 2021 Omnibus Incentive Plan, as may be amended from time to time.

"*Prior Plan*" means the Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan, known prior to its amendment and restatement as the LegalApp Holdings, Inc. 2012 Stock Option and Grant Plan.

"*Restricted Share*" means an Award granted pursuant to Article 7.

"*Restricted Share Unit*" means an Award granted pursuant to Article 8.

"*Shares*" means the Company's common stock, par value $0.001 per share, or such other class of shares or other securities as may be applicable under Section 3.4; and "*Share*" means any one of them.

"*Stock Appreciation Right*" or "*SAR*" means an Award granted pursuant to Article 6.

"*Subsidiary*" means a corporation or other entity (domestic or foreign) Controlled by the Company.

"*Successor*" has the meaning set forth in Section 23.25.

"*Termination of Directorship*" means the time when a Non-Employee Director ceases to be a Non-Employee Director for any reason, including, but not by way of limitation, a termination by resignation, failure to be elected or death.

"*Termination of Employment*" means the termination of the Participant's employment with the Company and its Affiliates, regardless of the reason for the termination of employment, unless as determined otherwise by the Committee. For the avoidance of doubt, a transfer of employment from the Company to an Affiliate of the Company that is not in connection with a Change in Control will not constitute a Termination of Employment.

"*Third-Party Service Provider*" means an individual, other than an Employee or a Director, that: (a) is engaged to provide services on a bona fide basis to the Company or an Affiliate, other than services provided in relation to a distribution of securities of the Company or an Affiliate; (b) provides the services under a written contract with the Company or an Affiliate; and (c) spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate, provided that the services (i) are not in connection with the offer and sale of the Company's securities in a capital raising transaction, (ii) do not, directly or indirectly, promote or maintain a market for the Company's securities and (iii) are provided by a natural person who has contracted directly with the Company or an Affiliate to render such services (unless determined otherwise by the Committee).

INTAPP, INC.
2021 Omnibus Incentive Plan

Form of Restricted Share Unit Award Agreement

THIS RSU AWARD AGREEMENT (the "*Agreement")) is made effective as of the Grant Date between the Company and the Participant.*

RECITALS

A. The Company has adopted the Plan. The Plan is incorporated in and made a part of this Agreement. Capitalized terms not defined in this Agreement have the same meanings as set forth in the Grant Notice or, if not defined in the Grant Notice, in the Plan;

B. The Compensation Committee of the Board of Directors (the "*Committee*") has determined that it is in the best interests of the Company and its shareholders to grant RSUs to the Participant under the terms of this Agreement and the Plan; and

C. The Participant shall have no rights related to RSUs unless he or she accepts such RSUs before the close of business on the Final Acceptance Date. The Final Acceptance Date may be modified, in the sole discretion of the Company, upon written request of the Participant.

The parties agree as follows:

1. Grant of the RSUs. The Company grants to the Participant, on the terms and conditions of this Agreement, the number of RSUs as set forth in the Grant Notice. Each RSU corresponds to one Share (subject to adjustment pursuant to the Plan) and constitutes a contingent and unsecured promise of the Company to deliver to the Participant one Share, subject to the terms of the Plan, the Grant Notice and this Agreement.

2. Vesting.

(a) Vesting Period. Subject to any forfeiture or acceleration provisions contained in the Plan or set forth in Section 3 herein, RSUs shall vest in accordance with the schedule set forth in the Grant Notice.

(b) Vesting Date. The date on which RSUs vest pursuant to Section 2(a) or, if earlier, Section 3, is referred to as the "*Vesting Date*."

3. Termination; Change in Control; Restrictive Covenants.

(a) Termination Generally. Upon termination of employment for any reason, all unvested RSUs held by such Participant shall be automatically forfeited as of the date of termination and be of no further force and effect whatsoever, and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

(b) Termination with Cause. Upon termination of employment by the Company with Cause, all RSUs, whether vested or unvested, or any portion thereof, as applicable, held by such Participant shall be automatically forfeited as of the date of termination and be of no further force or effect whatsoever, and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

(c) Termination following a Change in Control. Subject to Section 17.1 of the Plan, upon the occurrence of a Change in Control and the termination of Participant's employment by the Company without Cause or by the Participant for Good Reason, in either case, within 12 months following the Change in Control, the vesting of the RSUs shall accelerate, with 100% of the RSUs vested as of immediately prior to the consummation of the Change in Control.

(d) Breach of Restrictive Covenants. Except as prohibited by applicable law, if the Participant breaches any non-disclosure, non-competition, non-solicitation, no-hire, non-disparagement, invention assignment or other restrictive covenant with respect to the Company or any of its Affiliates at any time, including following termination of employment, all RSUs, whether vested or unvested, held by the Participant shall expire on the date of such Participant's breach of any such restrictive covenants and be of no further force or effect whatsoever.

4. Settlement of RSUs. Each vested RSU shall be settled by the delivery to the Participant of one Share on or as soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), less any applicable taxes and withholdings.

5. Share Delivery. Delivery of any Shares in settlement of RSUs will be by book-entry credit to an account in the Participant's name established by the Company with its transfer agent.

6. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any merger, consolidation, separation, or otherwise, the number of RSUs subject to this Agreement shall be equitably adjusted by the Committee, in its sole discretion, to prevent dilution or enlargement of rights.

7. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered by the Participant in writing to the Chief People and Places Officer of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

8. Shareholder Rights. Prior to the delivery of Shares in settlement of RSUs, the Participant shall not have any rights as a shareholder of the Company in connection with the RSUs. Following such delivery of Shares, the Participant shall have all rights as a shareholder with respect to such Shares.

9. No Right to Continued Employment or Further Awards.

(a) Neither the Plan nor this Agreement shall be construed as (i) giving the Participant any right to continue in the employ of the Company and its Affiliates or (ii) giving the Participant any right to be reemployed by the Company and its Affiliates following any termination of employment. The termination of employment provisions set forth in this Agreement only apply to the treatment of RSUs as specified herein and shall not otherwise affect the Participant's employment relationship. Nothing contained in this Agreement shall be deemed to constitute or create a contract of employment or form part of the Participant's employment contract, if any.

(b) The Company has granted RSUs to the Participant in its sole discretion. Neither this Agreement nor the Plan confers on the Participant any right or entitlement to receive another Award, or any other similar award at any time in the future or in respect of any future period. RSUs do not confer on the Participant any right or entitlement to receive compensation in any specific amount for any future fiscal year and does not diminish in any way the Company's discretion to determine the amount, if any, of the Participant's compensation.

10. Transferability.

(a) RSUs shall not be transferable other than by will, the laws of descent and distribution, pursuant to a domestic relations order entered by a court of competent jurisdiction or to a Permitted Transferee for no consideration pursuant to the Plan. The Shares delivered to the Participant in respect of RSUs shall not be subject to transfer restrictions and shall be fully paid, non-assessable and registered in the Participant's name.

(b) The Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant, or in the event of the Participant's legal incapacity, the Participant's legal guardian or representative.

11. Withholding. The granting, vesting or settlement of RSUs is subject to the condition that if at any time the Committee determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Committee. In such circumstances, the Committee may require that the Participant pay to the Company the minimum amount as the Company or an Affiliate of the Company is obliged to remit to the relevant taxing authority in respect of the granting, vesting or settlement. Any such additional payment is due no later than the date on which such amount with respect to RSUs is required to be remitted to the relevant tax authority by the Company or Affiliate of the Company, as the case may be. The Participant, subject to any requirements or limitations under applicable law, hereby authorizes and consents to the Company (a) withholding such amount from any remuneration or other amount payable by the Company or any Affiliate of the Company to the Participant, (b) requiring the sale of a number of Shares issued upon exercise, vesting, or settlement of such RSUs and the remittance to the Company of the net proceeds from such sale sufficient to satisfy such amount or (c) entering into any other suitable arrangements for the receipt of such amount.

12. Securities Laws. This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, or the Committee determines are advisable. The Participant agrees to take all steps the Company determines are necessary to comply with all applicable provisions of federal or state securities law in exercising the Participant's rights under this Agreement. The Committee may impose such restrictions on any Shares acquired by a Participant pursuant to the RSUs as it may deem necessary or advisable under applicable securities laws or the requirements of any stock exchange or market upon which such Shares are then listed or traded. In addition, the Shares shall be subject to any trading restrictions, stock holding requirements or other policies in effect from time to time as determined by the Committee. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue or transfer any Shares pursuant to RSUs if to do so violates or is not in compliance with any laws, rules or regulations of the United States or any other state or country having applicable jurisdiction.

13. Notices. Notice under this Agreement shall be addressed to the Company in care of its General Counsel at the principal executive offices of the Company and to the Participant at the address appearing in the records of the Company for the Participant, or to either party at another address that the party designates in writing to the other. Notice shall be effective upon receipt.

14. Governing Law. The interpretation, performance and enforcement of RSUs and this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law.

15. RSUs Subject to Plan.

(a) RSUs are granted subject to the Plan and to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee is authorized to administer, construe and make all determinations necessary or appropriate to administer the Plan and this Agreement, all of which shall be binding upon the Participant.

(b) By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be exclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. To the extent of any inconsistencies between the Plan and this Agreement, the Plan shall control. This Agreement and the Plan constitute the entire agreement between the parties regarding the subject matter hereof. They supersede all other agreements, representations or understandings (whether oral or written, express or implied) that relate to the subject matter hereof.

(c) Subject to Section 21 of the Plan, the Committee may, at any time, terminate, amend, modify or suspend the Plan and/or this Agreement; provided, however, that no termination or amendment shall materially and adversely affect an RSU granted under this Agreement without the Participant holding such RSU's written consent.

16. Section 409A.

(a) This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the RSUs are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code. Notwithstanding the forgoing, if the Company determines that any provision of this Agreement or the Plan contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole discretion and without the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of any taxes, interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 16 does not create an obligation of the Company to modify the Plan or this Agreement and does not guarantee that RSUs will not be subject to taxes, interest and penalties under Section 409A of the Code.

(b) If a Participant is a "specified employee" as defined under Section 409A of the Code and the Participant's RSUs are to be settled on account of the Participant's separation from service (for reasons other than death) and the RSUs constitute "deferred compensation" as defined under Section 409A of the Code, then any portion of the Participant's RSUs that would otherwise be settled during the six-month period commencing on the Participant's separation from service shall be settled as soon as practicable following the conclusion of the six-month period (or following the Participant's death if it occurs during such six-month period).

(c) Each payment in settlement of any portion of RSUs shall be considered a separate payment for purposes of Section 409A of the Code.

17. Recoupment. RSUs, the underlying Shares and any gains received in connection with the sale of the Shares shall be subject to any clawback, recoupment or similar policy as permitted or mandated by applicable law, rules, regulations or any Company policy as enacted, adopted or modified from time to time.

18. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. By accepting RSUs, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

19. Headings. The headings of sections and subsections are included solely for convenience of reference and shall not affect the meaning of the provisions of this Agreement.

20. Successor. All obligations of the Company under the Plan and this Agreement, with respect to RSUs, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

21. Signature in Counterparts. If delivered in paper format, this Agreement may be signed in counterparts. Each counterpart shall be an original, with the same effect as if the signatures were on the same instrument.

22. Enforceability. To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

23. Language. If the Participant has been provided with a copy of this Agreement, the Plan or any other document relating to RSUs in a language other than English, the English language shall govern in the event of any inconsistency.

24. Waiver. No failure or delay by the Company to enforce any provision of this Agreement or exercise any right or remedy provided by law shall constitute a waiver of that or any other provision, right or remedy, nor shall it prevent or restrict the further exercise of that or any other provision, right or remedy. No single or partial exercise of such provision, right or remedy shall prevent or restrict the further exercise of that or any other provision, right or remedy.

25. Appendix. Notwithstanding anything in this Agreement to the contrary, if the Participant resides outside of the United States, certain additional terms and conditions in the attached appendix (the "*Appendix*") will apply to the Participant and the RSUs. If the Participant relocates from the United States to a country outside the United States or relocates between the jurisdictions specified in the Appendix, the additional terms and conditions, as applicable, will apply to the Participant, to the extent that the Committee determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

INTAPP, INC.
2021 Omnibus Incentive Plan

Form of Performance Share Unit Award Agreement

THIS PSU AWARD AGREEMENT (the "*Agreement*") is made effective as of the Grant Date between the Company and the Participant.

RECITALS

A. The Company has adopted the Plan. The Plan is incorporated in and made a part of this Agreement. Capitalized terms not defined in this Agreement have the same meanings as set forth in the Grant Notice or, if not defined in the Grant Notice, in the Plan;

B. The Compensation Committee of the Board of Directors (the "*Committee*") has determined that it is in the best interests of the Company and its shareholders to grant PSUs to the Participant under the terms of this Agreement and the Plan; and

C. The Participant shall have no rights related to PSUs unless he or she accepts such PSUs before the close of business on the Final Acceptance Date. The Final Acceptance Date may be modified, in the sole discretion of the Company, upon written request of the Participant.

The parties agree as follows:

1. Grant of the PSUs. The Company grants to the Participant, on the terms and conditions of this Agreement, the number of PSUs with a target award opportunity (the "*Target Award Opportunity*") as set forth in the Grant Notice. Each PSU corresponds to one Share (subject to adjustment pursuant to the Plan) and constitutes a contingent and unsecured promise of the Company to deliver to the Participant one Share, subject to the terms of the Plan, the Grant Notice and this Agreement.

2. Performance Measure; Performance Goals; Payout Matrix. The performance measure and performance goals for the PSUs shall be as set forth in Exhibit A. The Participant shall earn the percentage of the Target Award Opportunity that corresponds to the achieved performance goal for the Performance Period as set forth in Exhibit A.

3. Payment Form and Timing of Award. Subject to the approval of the Committee, payment of the Participant's earned PSUs, if any, shall be made as provided in Section 1 above, in the following manner:

(a) Timing. The Participant shall receive payment of his or her earned PSUs on or as soon as administratively practicable following the last day of the Performance Period (but in no event later than two and one-half months after the end of the year in which the Performance Period ends), provided that the Participant has been continuously employed by the Company through the end of the Performance Period, less any applicable withholdings.

(b) Termination Generally. Upon termination of employment for any reason, all unvested PSUs held by such Participant shall be automatically forfeited as of the date of termination and be of no further force and effect whatsoever, and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

(c) Termination with Cause. Upon termination of employment by the Company with Cause, all PSUs, whether vested or unvested, or any portion thereof, as applicable, held by such Participant shall be automatically forfeited as of the date of termination and be of no further force or effect whatsoever, and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

(d) Termination following a Change in Control: Subject to Section 17.1 of the Plan, upon the occurrence of a Change in Control and the termination of Participant's employment by the Company without Cause or by the Participant for Good Reason, in either case, within 12 months following the Change in Control, the vesting of the PSUs shall accelerate, with 100% of the PSUs vested as of immediately prior to the consummation of the Change in Control and the PSUs deemed earned at 100% of the Target Award Opportunity.

(e) Breach of Restrictive Covenants. Except as prohibited by applicable law, if the Participant breaches any non-disclosure, non-competition, non-solicitation, no-hire, non-disparagement, invention assignment or other restrictive covenant with respect to the Company or any of its Affiliates at any time, including following termination of employment, all PSUs, whether vested or unvested, held by the Participant shall expire on the date of such Participant's breach of any such covenant.

4. Share Delivery. Delivery of any Shares in settlement of PSUs will be by book-entry credit to an account in the Participant's name established by the Company with its transfer agent.

5. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any merger, consolidation, separation, or otherwise, the number of PSUs subject to this Agreement shall be equitably adjusted by the Committee, in its sole discretion, to prevent dilution or enlargement of rights.

6. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered by the Participant in writing to the Chief People and Places Officer of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

7. Shareholder Rights. Prior to the Payment Date, the Participant shall not have any rights as a shareholder of the Company in connection with PSUs. Following such delivery of Shares, the Participant shall have all rights as a shareholder with respect to such Shares.

8. No Right to Continued Employment or Further Awards.

(a) Neither the Plan nor this Agreement shall be construed as (i) giving the Participant any right to continue in the employ of the Company and its Affiliates or (ii) giving the Participant any right to be reemployed by the Company and its Affiliates following any termination of employment. The termination of employment provisions set forth in this Agreement only apply to the treatment of PSUs as specified herein and shall not otherwise affect the Participant's employment relationship. Nothing contained in this Agreement shall be deemed to constitute or create a contract of employment or form part of the Participant's employment contract, if any.

(b) The Company has granted PSUs to the Participant in its sole discretion. Neither this Agreement nor the Plan confers on the Participant any right or entitlement to receive another Award, or any other similar award at any time in the future or in respect of any future period. PSUs do not confer on the Participant any right or entitlement to receive compensation in any specific amount for any future fiscal year and does not diminish in any way the Company's discretion to determine the amount, if any, of the Participant's compensation.

9. Transferability.

(a) PSUs shall not be transferable other than by will, the laws of descent and distribution, pursuant to a domestic relations order entered by a court of competent jurisdiction or to a Permitted Transferee for no consideration pursuant to the Plan. The Shares delivered to the Participant in respect of PSUs shall not be subject to transfer restrictions and shall be fully paid, non-assessable and registered in the Participant's name.

(b) The Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant, or in the event of the Participant's legal incapacity, the Participant's legal guardian or representative.

10. Withholding. The granting, vesting or settlement of PSUs is subject to the condition that if at any time the Committee determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Committee. In such circumstances, the Committee may require that the Participant pay to the Company the minimum amount as the Company or an Affiliate of the Company is required to remit to the relevant taxing authority in respect of the granting, vesting or settlement. Any such additional payment is due no later than the date on which such amount with respect to PSUs is required to be remitted to the relevant tax authority by the Company or Affiliate of the Company, as the case may be. The Participant, subject to any requirements or limitations under applicable law, hereby authorizes and consents to the Company (a) withholding such amount from any remuneration or other amount payable by the Company or any Affiliate to the Participant, (b) requiring the sale of a number of Shares issued upon exercise, vesting, or settlement of PSUs and the remittance to the Company of the net proceeds from such sale sufficient to satisfy such amount or (c) entering into any other suitable arrangements for the receipt of such amount.

11. Securities Laws. This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, or the Committee determines are advisable. The Participant agrees to take all steps the Company determines are necessary to comply with all applicable provisions of federal or state securities law in exercising the Participant's rights under this Agreement. The Committee may impose such restrictions on any Shares acquired by a Participant pursuant to the PSUs as it may deem necessary or advisable under applicable securities laws or the requirements of any stock exchange or market upon which such Shares are then listed or traded. In addition, the Shares shall be subject to any trading restrictions, stock holding requirements or other policies in effect from time to time as determined by the Committee. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue or transfer any Shares pursuant to PSUs if to do so violates or is not in compliance with any laws, rules or regulations of the United States or any other state or country having applicable jurisdiction.

12. Notices. Notice under this Agreement shall be addressed to the Company in care of its General Counsel at the principal executive offices of the Company and to the Participant at the address appearing in the records of the Company for the Participant, or to either party at another address that the party designates in writing to the other. Notice shall be effective upon receipt.

13. Governing Law. The interpretation, performance and enforcement of PSUs and this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law.

14. PSUs Subject to Plan.

(a) PSUs are granted subject to the Plan and to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee is authorized to administer, construe and make all determinations necessary or appropriate to administer the Plan and this Agreement, all of which shall be binding upon the Participant.

(b) By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. To the extent of any inconsistencies between the Plan and this Agreement, the Plan shall control. This Agreement and the Plan constitute the entire agreement between the parties regarding the subject matter hereof. They supersede all other agreements, representations or understandings (whether oral or written, express or implied) that relate to the subject matter hereof.

(c) Subject to Section 21 of the Plan, the Committee may, at any time, terminate, amend, modify or suspend the Plan and/or this Agreement; provided, however, that no termination or amendment shall materially and adversely affect a PSU granted under this Agreement, without the Participant holding such PSU's written consent.

15. Section 409A.

(a) This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the PSUs are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code. Notwithstanding the forgoing, if the Company determines that any provision of this Agreement or the Plan contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole discretion and without the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of any taxes, interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 16 does not create an obligation of the Company to modify the Plan or this Agreement and does not guarantee that PSUs will not be subject to taxes, interest and penalties under Section 409A of the Code.

(b) If a Participant is a "specified employee" as defined under Section 409A of the Code and the Participant's PSUs are to be settled on account of the Participant's separation from service (for reasons other than death) and the PSUs constitute "deferred compensation" as defined under Section 409A of the Code, then any portion of the Participant's PSUs that would otherwise be settled during the six-month period commencing on the Participant's separation from service shall be settled as soon as practicable following the conclusion of the six-month period (or following the Participant's death if it occurs during such six-month period).

(c) Each payment in settlement of any portion of PSUs shall be considered a separate payment for purposes of Section 409A of the Code.

16. Recoupment. PSUs, the underlying Shares and any gains received in connection with the sale of the Shares shall be subject to any clawback, recoupment or similar policy as permitted or mandated by applicable law, rules, regulations or any Company policy as enacted, adopted or modified from time to time.

17. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. By accepting PSUs, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

18. Headings. The headings of sections and subsections are included solely for convenience of reference and shall not affect the meaning of the provisions of this Agreement.

19. Successor. All obligations of the Company under the Plan and this Agreement, with respect to PSUs, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

20. Signature in Counterparts. If delivered in paper format, this Agreement may be signed in counterparts. Each counterpart shall be an original, with the same effect as if the signatures were on the same instrument.

21. Enforceability. To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

22. Language. If the Participant has been provided with a copy of this Agreement, the Plan or any other document relating to PSUs in a language other than English, the English language shall govern in the event of any inconsistency.

23. Waiver. No failure or delay by the Company to enforce any provision of this Agreement or exercise any right or remedy provided by law shall constitute a waiver of that or any other provision, right or remedy, nor shall it prevent or restrict the further exercise of that or any other provision, right or remedy. No single or partial exercise of such provision, right or remedy shall prevent or restrict the further exercise of that or any other provision, right or remedy.

24. Appendix. Notwithstanding anything in this Agreement to the contrary, if the Participant resides outside of the United States, certain additional terms and conditions in the attached appendix (the "*Appendix*") will apply to the Participant and the PSUs. If the Participant relocates from the United States to a country outside the United States or relocates between the jurisdictions specified in the Appendix, the additional terms and conditions, as applicable, will apply to the Participant, to the extent that the Committee determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

INTAPP, INC.
2021 Omnibus Incentive Plan

Form of Stock Option Award Agreement

THIS STOCK OPTION AWARD AGREEMENT (the "*Agreement*") is made effective as of the Grant Date between the Company and the Participant.

RECITALS

A. The Company has adopted the Plan. The Plan is incorporated in and made a part of this Agreement. Capitalized terms not defined in this Agreement have the same meanings as set forth in the Grant Notice or, if not defined in the Grant Notice, in the Plan;

B. The Compensation Committee of the Board of Directors (the "*Committee*") has determined that it is in the best interests of the Company and its shareholders to grant the Options to the Participant under the terms of this Agreement and the Plan; and

C. The Participant shall have no rights related to the Options unless he or she accepts the Options before the close of business on the Final Acceptance Date. The Final Acceptance Date may be modified, in the sole discretion of the Company, upon written request of the Participant.

The parties agree as follows:

1. Vesting and Exercisability. Subject to any forfeiture or acceleration provisions contained in the Plan or set forth below, the Options may be exercised, in whole or in part, in accordance with the schedule set forth in the Grant Notice.

2. Termination; Change in Control; Restrictive Covenants.

(a) Termination Generally: Upon termination of employment for any reason, (a) all unvested Options held by such Participant shall be automatically forfeited as of the date of termination and be of no further force and effect whatsoever, and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement with respect to the unvested Options; and (b) all vested, exercisable and unexercised Options held by the Participant must be exercised within such period of time ending on the earlier of (i) 90 days of the date of termination or (ii) the Expiration Date, in accordance with the terms of the Plan and this Agreement, and if not so exercised shall expire and be of no further force or effect whatsoever; provided, however, that in the event that the termination of employment is due to death or Disability of the Participant, all vested, exercisable and unexercised Options held by the Participant must be exercised (in the case of death, by the Participant's estate, by a person who acquired the right to exercise the Options by bequest or inheritance or by the person designated to exercise the Options upon the Participant's death) within such period of time ending on the earlier of (x) 12 months following the date of termination or (y) the Expiration Date, in accordance with the terms of the Plan and this Agreement, and if not so exercised shall expire and be of no further force or effect whatsoever.

(b) Termination with Cause. Upon termination of employment by the Company with Cause, all Options, whether vested or unvested, or any portion thereof, held by such Participant shall be automatically forfeited and cease to be exercisable as of the date of termination and be of no further force or effect whatsoever, and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

(c) Termination following a Change in Control: Subject to Section 17.1 of the Plan, upon the occurrence of a Change in Control and the termination of Participant's employment by the Company without Cause or by the Participant for Good Reason, in either case, within 12 months following the Change in Control, 100% of the shares subject to the Options shall become immediately vested and exercisable as of immediately prior to the consummation of the Change in Control.

(d) Breach of Restrictive Covenants. Except as prohibited by applicable law, if the Participant breaches any non-disclosure, non-competition, non-solicitation, no-hire, non-disparagement, invention assignment or other restrictive covenant with respect to the Company or any of its Affiliates at any time, including following the termination of employment, all of the Options, whether vested or unvested, held by the Participant shall expire on the date of such Participant's breach of any such restrictive covenants and be of no further force or effect whatsoever.

3. Grant of Options. The Company hereby grants to the Participant the Options to purchase the number of Shares, as set forth in the Grant Notice, at the exercise price per Share set forth in the Grant Notice (the "*Option Price*"), subject to all of the terms and conditions in the Grant Notice, this Agreement and the Plan, which is incorporated herein by reference. If designated above as an Incentive Stock Option ("*ISO*"), the Options are intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"). However, if the Options are intended to be an ISO, to the extent that they exceed the $100,000 rule of Code Section 422(d) they will be treated as a Nonqualified Stock Option ("*NSO*"). Further, if for any reason the Options (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Options (or portion thereof) shall be regarded as an NSO granted under the Plan. In no event will the Committee, the Company or any Affiliate or any of their respective employees or directors have any liability to the Participant (or any other person) due to the failure of the Options to qualify for any reason as an ISO.

4. Exercise of Options.

(a) Right to Exercise. The Options may be exercised only within the term set out above and may be exercised during such term only in accordance with the Plan and the terms of this Agreement.

(b) Method of Exercise. The Options shall be exercisable by delivery of an exercise notice, in the form attached as Exhibit A (the "*Exercise Notice*") or in a manner and pursuant to such procedures as the Committee may determine, which will state the election to exercise the Options, the number of Shares in respect of which the Options are being exercised (the "*Exercised Shares*"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Options Price as to all Exercised Shares together with any applicable tax withholding. The Options will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Option Price.

5. Method of Payment. Payment of the aggregate Option Price shall be made in accordance with Section 5.5 of the Plan.

6. Tax Obligations.

(a) Withholding**.** The granting, vesting or exercise of the Options is subject to the condition that if at any time the Committee determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or exercise, such action is not effective unless such withholding has been effected to the satisfaction of the Committee. In such circumstances, the Committee may require that the Participant pay to the Company the minimum amount as the Company or an Affiliate of the Company is required to remit to the relevant taxing authority in respect of the granting, vesting or exercising. Any such additional payment is due no later than the date on which such amount with respect to the Options is required to be remitted to the relevant tax authority by the Company or Affiliate, as the case may be. The Participant, subject to any requirements or limitations under applicable law, hereby authorizes and consents to the Company (a) withholding such amount from any remuneration or other amount payable by the Company or any Affiliate to the Participant, (b) requiring the sale of a number of Shares issued upon exercise or vesting of the Options and the remittance to the Company of the net proceeds from such sale sufficient to satisfy such amount or (c) entering into any other suitable arrangements for the receipt of such amount.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Options granted to the Participant are ISOs, and if the Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISOs on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, the Participant will immediately notify the Company in writing of such disposition. The Participant agrees that the Participant may be subject to income tax withholding by the Company on the compensation income recognized by the Participant.

7. Share Delivery. Delivery of any Shares upon exercise of the Options will be by book-entry credit to an account in the Participant's name established by the Company with its transfer agent.

8. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any merger, consolidation, separation, or otherwise, the number of the Options subject to this Agreement shall be equitably adjusted by the Committee, in its sole discretion, to prevent dilution or enlargement of rights.

9. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered by the Participant in writing to the Chief People and Places Officer of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

10. Shareholder Rights. Prior to the delivery of Shares upon exercise of the Options, the Participant shall not have any rights as a shareholder of the Company in connection with the Options. Following such delivery of Shares, the Participant shall have all rights as a shareholder with respect to such Shares.

11. No Right to Continued Employment or Further Awards.

(a) Neither the Plan nor this Agreement shall be construed as (i) giving the Participant any right to continue in the employ of the Company and its Affiliates or (ii) giving the Participant any right to be reemployed by the Company and its Affiliates following any termination of employment. The termination of employment provisions set forth in this Agreement only apply to the treatment of the Options as specified herein and shall not otherwise affect the Participant's employment relationship. Nothing contained in this Agreement shall be deemed to constitute or create a contract of employment or form part of the Participant's employment contract, if any.

(b) The Company has granted the Options to the Participant in its sole discretion. Neither this Agreement nor the Plan confers on the Participant any right or entitlement to receive another Option, or any other similar award at any time in the future or in respect of any future period. The Options do not confer on the Participant any right or entitlement to receive compensation in any specific amount for any future fiscal year and does not diminish in any way the Company's discretion to determine the amount, if any, of the Participant's compensation.

12. Transferability.

(a) The Options shall not be transferable other than by will, the laws of descent and distribution, or (except in the case of an ISO) to a Permitted Transferee for no consideration pursuant to the Plan. The Shares delivered to the Participant in the respect of the Options shall not be subject to transfer restrictions and shall be fully paid, non-assessable and registered in the Participant's name.

(b) The Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant, or in the event of the Participant's legal incapacity, the Participant's legal guardian or representative.

13. Securities Laws. This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, or the Committee determines are advisable. The Participant agrees to take all steps the Company determines are necessary to comply with all applicable provisions of federal or state securities law in exercising the Participant's rights under this Agreement. The Committee may impose such restrictions on any Shares acquired by a Participant pursuant to the Options as it may deem necessary or advisable under applicable securities laws or the requirements of any stock exchange or market upon which such Shares are then listed or traded. In addition, the Shares shall be subject to any trading restrictions, stock holding requirements or other policies in effect from time to time as determined by the Committee. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue or transfer any Shares pursuant to the Options if to do so violates or is not in compliance with any laws, rules or regulations of the United States or any other state or country having applicable jurisdiction.

14. Notices. Notice under this Agreement shall be addressed to the Company in care of its General Counsel at the principal executive offices of the Company and to the Participant at the address appearing in the records of the Company for the Participant, or to either party at another address that the party designates in writing to the other. Notice shall be effective upon receipt.

15. Governing Law. The interpretation, performance and enforcement of the Options and this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law.

16. Options Subject to Plan.

(a) The Options are granted subject to the Plan and to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee is authorized to administer, construe and make all determinations necessary or appropriate to administer the Plan and this Agreement, all of which shall be binding upon the Participant.

(b) By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. To the extent of any inconsistencies between the Plan and this Agreement, the Plan shall control. This Agreement and the Plan constitute the entire agreement between the parties regarding the subject matter hereof. They supersede all other agreements, representations or understandings (whether oral or written, express or implied) that relate to the subject matter hereof.

(c) Subject to Section 21 of the Plan, the Committee may, at any time, terminate, amend, modify or suspend the Plan and/or this Agreement; provided, however, that no termination or amendment shall materially and adversely affect the Options granted under this Agreement without the Participant holding such Option's written consent.

17. Recoupment. The Options, the underlying Shares and any gains received in connection with the sale of the Shares shall be subject to any clawback, recoupment or similar policy as permitted or mandated by applicable law, rules, regulations or any Company policy as enacted, adopted or modified from time to time.

18. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. By accepting the Options, the Participant consents to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

19. Headings. The headings of sections and subsections are included solely for convenience of reference and shall not affect the meaning of the provisions of this Agreement.

20. Successor. All obligations of the Company under the Plan and this Agreement, with respect to the Options, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

21. Signature in Counterparts. If delivered in paper format, this Agreement may be signed in counterparts. Each counterpart shall be an original, with the same effect as if the signatures were on the same instrument.

22. Enforceability. To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

23. Language. If the Participant has been provided with a copy of this Agreement, the Plan or any other document relating to the Options in a language other than English, the English language shall govern in the event of any inconsistency.

24. Waiver. No failure or delay by the Company to enforce any provision of this Agreement or exercise any right or remedy provided by law shall constitute a waiver of that or any other provision, right or remedy, nor shall it prevent or restrict the further exercise of that or any other provision, right or remedy. No single or partial exercise of such provision, right or remedy shall prevent or restrict the further exercise of that or any other provision, right or remedy.

Exhibit 10.10

SECOND AMENDED AND RESTATED

STOCKHOLDERS AGREEMENT

By and Among

Intapp, Inc.,

Great Hill Equity Partners IV, L.P.,

Great Hill Investors, LLC,

and

Anderson Investments Pte. Ltd.

Dated as of [•], 2021

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SECOND AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

This SECOND AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (the "Agreement") is made as of [•], 2021, by and among Intapp, Inc., a Delaware corporation (the "Company"), Great Hill Equity Partners IV, L.P. and Great Hill Investors, LLC (collectively, "GHP"), Anderson Investments Pte. Ltd. ("Anderson") and any other stockholder who from time to time becomes party to this Agreement (together with Anderson and GHP, the "Stockholders") by execution of a Joinder Agreement in substantially the form attached hereto as Exhibit A (the "Joinder Agreement"). For the purpose of this Agreement, a stockholder who joins this Agreement pursuant to a Joinder Agreement shall be included in the term "GHP Holder" or "Anderson Holder" as specified in such Joinder Agreement.

WHEREAS, the Company, GHP and Anderson are parties to that certain Amended and Restated Stockholders Agreement, dated as of April 27, 2017, as amended by that certain First Amendment to the Amended and Restated Stockholders Agreement, dated as of July 31, 2019, and as further amended by that certain Second Amendment to the Amended and Restated Stockholders Agreement, dated as of October 2, 2019 (collectively, the "Prior Agreement");

WHEREAS, in connection with the initial public offering (the "IPO") of the Company's Common Stock (as defined below), the Company desires to consummate the transactions described in the Registration Statement on Form S-1 (Registration No. 333-256812); and

WHEREAS, effective as of the closing of the IPO, the Company and the Stockholders desire to amend and restate the Prior Agreement in its entirety and by entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

SECTION I. DEFINITIONS

1.1. Construction of Terms. As used herein, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to be or to include the other genders or number, as the case may be, whenever the context so indicates or requires. Any reference to "day" shall mean a calendar day unless indicated otherwise.

1.2. Number of Shares of Stock. Whenever any provision of this Agreement calls for any calculation based on a number of shares of capital stock issued and outstanding or held by a Stockholder, the number of shares deemed to be issued and outstanding or held by that Stockholder, unless specifically stated otherwise, as applicable, shall be the total number of shares of Common Stock then issued and outstanding or Beneficially Owned by the Stockholder, as applicable.

1.3. Defined Terms. The following capitalized terms, as used in this Agreement, shall have the meanings set forth below.

"Affiliate" means with respect to any Person (as defined below), any Person which, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any partner, officer, director, member or employee of such Person and, with respect to any Person that is a private equity fund, any investment fund now or hereafter existing which is controlled by or under common control with one or more general partners of such Person.

"Agreement" has the meaning set forth in the Preamble.

"Anderson" has the meaning set forth in the Preamble.

"Anderson Director" has the meaning set forth in Section 3.1.

"Anderson Holder" means Anderson and its Permitted Transferees.

"Beneficially Own" has the meaning set forth in Rule 13d-3 under the Exchange Act.

"Board of Directors" means the Board of Directors of the Company.

"CEO Director" has the meaning set forth in Section 3.1.

"Common Stock" means the Company's common stock, par value $0.001 per share, and any other common equity securities issued by the Company, and any other shares of stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, recapitalization, merger, consolidation or other corporate reorganization).

"Company" has the meaning set forth in the Preamble.

"Directors" has the meaning set forth in Section 3.1(a).

"Dispute" has the meaning set forth in Section 4.13.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"GHP" has the meaning set forth in the Preamble.

"GHP Director" has the meaning set forth in Section 3.1.

"GHP Holder" means GHP and its Permitted Transferees.

"Governmental Authority" means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal, or judicial or arbitral body, whether federal, state, local or foreign.

"Non-Stockholder Directors" has the meaning set forth in Section 3.1.

"IPO" has the meaning set forth in the Recitals.

"IPO Date" means the closing date of the IPO.

"Joinder Agreement" has the meaning set forth in the Preamble.

"Permitted Transferee" means with respect to either Anderson or GHP, any Affiliate of such Stockholder that executes and delivers a Joinder Agreement to the Company.

"Person" means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, trust or other organization or entity, or any Governmental Authority.

"Prior Agreement" has the meaning set forth in the Recitals.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" means, at any time, shares of Common Stock together with any options thereon and any other shares of stock issued or issuable with respect thereto (whether by way of a stock dividend, stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization). At all times, the number of Shares deemed issued and outstanding or held or to be voted by any Stockholder shall be calculated in accordance with Section 1.2.

"Stockholders" has the meaning set forth in the Preamble.

"Transfer" means any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a security, any interest or rights in a security, or any rights, by operation of law or otherwise, under this Agreement. "Transferred" means the accomplishment of a Transfer, and "Transferee" means the recipient of a Transfer.

SECTION II. REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties. Each of the Stockholders, individually and not jointly, hereby represents and warrants to the Company and the other Stockholders as follows: (a) such Stockholder has full authority, power and capacity to enter into this Agreement and perform its obligations hereunder; (b) this Agreement constitutes the valid and binding obligation of such Stockholder enforceable against it in accordance with its terms, except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (iii) to the extent the indemnification provisions may be limited by applicable federal or state securities laws; and (c) the execution, delivery and performance by such Stockholder of this Agreement: (i) does not and will not violate in any material respect any laws, rules or regulations of the United States or any state or other jurisdiction applicable to such Stockholder, or require such Stockholder to obtain any approval, consent or waiver of, or to make any filing with, any Person that has not been obtained or made; and (ii) does not and will not result in a breach of, constitute a default under, accelerate any material obligation under or give rise to a right of termination of any indenture or loan or credit agreement or any other material agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which such Stockholder is a party or by which the property of such Stockholder is bound or affected, or result in the creation or imposition of any mortgage, pledge, lien, security interest or other charge or encumbrance on any of the assets or properties of such Stockholder.

SECTION III. ELECTION OF DIRECTORS.

3.1. Board Composition.

(a) Directors. On the IPO Date, the Board of Directors shall be comprised of 9 Directors, which shall initially be the following individuals: Mukul Chawla, who shall be the initial "Anderson Director"; Christopher Gaffney, who shall be the initial "GHP Director"; John Hall, who shall be the initial "CEO Director"; and Ralph Baxter, Charles Moran, Derek Schoettle and three additional independent directors, who shall be the initial "Non-Stockholder Directors" (together, the "Directors").

(b) Nomination of Directors and Vacancies of Directors. Notwithstanding anything herein to the contrary, following the IPO Date:

(i) For so long as the Anderson Holder Beneficially Owns at least 10.0% of the outstanding Common Stock of the Company, the Anderson Holder shall have the right, but not the obligation, to nominate to the Board of Directors one (1) Director. Unless notice is otherwise provided by the Anderson Holder to the Company, the existing Anderson Director shall be automatically re-nominated to the Board of Directors upon expiry of such Anderson Director's term.

Any such Director shall be the "Anderson Director." The CEO Director and any Non-Stockholder Director shall not be deemed to be a Anderson Director.

(ii) For so long as the GHP Holder Beneficially Owns at least 10.0% of the outstanding Common Stock of the Company, the GHP Holder shall have the right, but not the obligation, to nominate to the Board of Directors one (1) Director. Unless notice is otherwise provided by the GHP Holder to the Company, the existing GHP Director shall be automatically re-nominated to the Board of Directors upon expiry of such GHP Director's term.

Any such Director shall be the "GHP Director." The CEO Director and any Non-Stockholder Director shall not be deemed to be a GHP Director.

(iii) Each of the Anderson Director and the GHP Director must be qualified to serve as a member of the Board under the reasonable requirements of the Company's certificate of incorporation, bylaws and all current corporate governance policies and guidelines of the Company and the Board as in effect from time to time, and all applicable legal, regulatory and Nasdaq or other applicable stock exchange requirements (all such requirements, the "Investor Director Requirements"), and if any determination is made that any nominee of either Anderson or GHP is not qualified to serve, Anderson or GHP, respectively, will be entitled to continue to nominate another individual until such determination is made. The Company agrees that, assuming the accuracy of the information in the applicable director and officer questionnaire submitted to the Company prior to the date hereof, each of Messrs. Chawla and Gaffney are, and will be following the IPO Date, qualified to serve as a member of the Board as contemplated hereby.

(iv) Unless the Board of Directors otherwise requests, the office of a Director shall be vacated in the event of a reduction in the number of available Anderson Director or GHP Director designations in accordance with the provisions of Section 3.1(b)(i) or (ii), respectively. The Anderson Holder or GHP Holder, as the case may be, shall obtain, prior to the applicable Director's appointment to the Board of Directors, a contingent, irrevocable resignation letter from such director, in form and substance reasonably satisfactory to the Company, relating to any required resignation of a Anderson Director or GHP Director (as applicable) from the Board of Directors and any committee on which such Director serves, and otherwise use its best efforts to obtain the resignation of such Director, in each case with respect to this Section 3.1(b)(iv).

(v) In the event that a vacancy is created at any time by the death, disability, removal or resignation with respect to the Anderson Director or the GHP Director, any individual nominated by or at the direction of the Board of Directors or any duly-authorized committee thereof to fill such vacancy shall be, and the Company shall use its commercially reasonable efforts to cause such vacancy to be, filled as soon as possible, by a new designee of the Anderson Holder or the GHP Holder, as applicable.

(vi) Each of the Anderson Holder and the GHP Holder agrees to give prompt notice to the Company if it ceases to beneficially own 10% or more of the outstanding shares of Common Stock.

(c) Nomination of Slate. At each meeting of the stockholders of the Company at which Directors of the Company are to be elected, the Company agrees to use its commercially reasonable efforts to cause the election of the slate of nominees recommended by the Board of Directors which, unless inconsistent with the Directors' fiduciary duties, will include the Persons designated pursuant to Section 3.1(b).

(d) Voting at Meetings of Stockholders. Each of the Stockholders agrees to vote, and to procure the vote of its Affiliates, in person or by proxy, with respect to all Common Stock Beneficially Owned by it to cause the election or removal of the Persons designated pursuant to Section 3.1(b).

SECTION IV. MISCELLANEOUS PROVISIONS.

4.1. Reliance.. Each of the parties hereto agrees that each covenant and agreement made by it in this Agreement or in any certificate, instrument or other document delivered pursuant to this Agreement is material, shall be deemed to have been relied upon by the other parties and shall remain operative and in full force and effect after the date hereof regardless of any investigation. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties hereto and their respective successors and permitted assigns to the extent contemplated herein.

4.2. Amendment and Waiver. Any party may waive any provision hereof intended for its benefit in writing. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party hereto at law or in equity or otherwise. This Agreement may be amended with the prior written consent of the Company and each of the Stockholders.

4.3. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given, delivered and received (a) if delivered personally, (b) if sent by registered or certified mail (return receipt requested) postage prepaid, or by courier providing next day delivery or (c) if sent by email, in each case to the respective parties, as applicable, at the address or email address set forth below:

(a) For notices and communications to the Company to:

Intapp, Inc.
3101 Park Blvd
Palo Alto, CA 94306
Attention: John Hall, Chief Executive Officer
Steven Todd, General Counsel
E-mail address: John.Hall@intapp.com
Steven.Todd@intapp.com

With a copy to (which shall not constitute notice):

Shearman & Sterling LLP
599 Lexington Ave.
New York, NY 10022
Attn: Robert Masella and Kristina Trauger
E-mail address: Robert.Masella@Shearman.com
Kristina.Trauger@Shearman.com;

(b) For notices and communications to GHP to:

Great Hill Partners LLC
One Liberty Square
Boston, MA 02109
Attn: Christopher Gaffney and Laurie Gerber
E-mail address: cgaffney@greathillpartners.com
lgerber@greathillpartners.com

With a copy to (which shall not constitute notice):

Sidley Austin LLP
60 State Street, 36th Floor
Boston, Massachusetts 02109
Attn: Alexander Temel
E-mail address: atemel@sidley.com

(c) For notices and communications to Anderson to:

Anderson Investments Pte. Ltd.
101 California Street
Suite 3700
San Francisco, CA 94111
Attn: Mukul Chawla
E-mail address: mukul@temasek.com.sg

With a copy to (which shall not constitute notice):

Morrison & Foerster LLP
425 Market St.
San Francisco, CA 94105
Attn: John M. Rafferty
E-mail address: jrafferty@mofo.com

Notices delivered personally shall be effective on the day so delivered, notices sent by registered or certified mail shall be effective five days after mailing, notices sent by courier providing next day delivery shall be effective on the earlier of the second business day after timely deposit with the courier or the day of actual delivery by the courier, and notices transmitted electronically shall be effective when transmitted.

4.4. Headings. The Section headings used or contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments executed and delivered in connection herewith with counsel sophisticated in investment transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement and the agreements, documents and instruments executed and delivered in connection herewith.

4.5. Counterparts. This Agreement may be executed in two or more counterparts and by the parties hereto in separate counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (PDF)), each of which when so executed shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

4.6. Remedies; Severability. It is specifically understood and agreed that any breach of the provisions of this Agreement by any Person subject hereto will result in irreparable injury to the other parties hereto, that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which they may have, such other parties may enforce their respective rights by actions for specific performance (to the extent permitted by law).

In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

4.7. Entire Agreement. This Agreement amends, restates and supersedes, in its entirety, the Prior Agreement, and the Prior Agreement shall have no further force of effect as of the date hereof. This Agreement all other exhibits, annexes and schedules hereto are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. By execution of this Agreement, the undersigned Stockholders hereby consent to the amendment and restatement of the Prior Agreement.

4.8. Adjustments. All references to share prices and amounts herein shall be equitably adjusted to reflect stock splits, stock dividends, recapitalizations and similar changes affecting the capital stock of the Company.

4.9. Law Governing. This Agreement, and any matter arising from this Agreement, shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.10. Assignment of Rights. This Agreement may not be assigned without the express prior written consent of the parties hereto, and any attempted assignment, without such consents, will be null and void; provided that without the prior written consent of any other party hereto, either Anderson or GHP may assign this Agreement to a Permitted Transferee of such Stockholder.

4.11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto as contemplated herein, and any successor to the Company by way of merger or otherwise shall specifically agree to be bound by the terms hereof as a condition of such successor.

4.12. Dispute Resolution. The parties shall cooperate in good faith to resolve any dispute that may arise under or with respect to this Agreement after the date hereof (each, a "Dispute"); provided, however, the parties shall work in good faith to resolve any such Dispute for a reasonable period of time (not to exceed fifteen (15) business days, unless otherwise agreed by the parties). Any Dispute that cannot be resolved by mutual agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association in accordance with its International Arbitration Rules. Any such arbitration shall be conducted in English in the State of Delaware by a panel of three arbitrators. The parties agree that the existence, conduct and content of any arbitration pursuant to this Section 4.12 shall be kept confidential and no party shall disclose to any Person any information about such arbitration, except in connection with such arbitration or as may be required by Law. The decision and award of any

such arbitrator shall be final, non-appealable and binding upon the parties involved in such Dispute, and shall be enforceable by any such party in any court of competent jurisdiction. Notwithstanding the foregoing, (i) any party may elect to seek injunctive relief and other equitable relief from a court of competent jurisdiction with respect to a Dispute, and (ii) if a party is seeking an injunction or other equitable relief in connection with any Dispute, such party may elect to seek such remedy from a court of competent jurisdiction pursuant to Section 4.13 of this Agreement without submitting such Dispute to arbitration pursuant to this Section 4.12.

4.13. Consent to Jurisdiction. SUBJECT TO SECTION 4.12 ABOVE, EACH OF THE PARTIES HERETO AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE, OR, IF (AND ONLY IF) SUCH COURT FINDS IT LACKS SUBJECT MATTER JURISDICTION, ANY COURT WITHIN THE STATE OF DELAWARE, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SERVICES OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO IT AT ITS ADDRESS AS SET FORTH IN SECTION 4.3, AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED WHEN RECEIVED. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. NOTHING IN THIS SECTION 4.13 SHALL AFFECT THE RIGHTS OF THE PARTIES HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

4.14. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.14.

4.15. Termination. If not otherwise stipulated, this Agreement shall terminate automatically (without any action by any party hereto) as to each of the Anderson Holder and the GHP Holder when it no longer Beneficially Owns at least 10% of the issued and outstanding shares of Common Stock as of the time of the record date for a stockholders' meeting.

4.16. Confidentiality. Each Stockholder agrees that such Stockholder will keep confidential and will not disclose, divulge, or use for any purpose any confidential or proprietary information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 4.16 by such Stockholder), (b) is or has been independently

developed or conceived by the Stockholder without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Stockholder by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Stockholder may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any existing or prospective Affiliate, direct or indirect partner, member, stockholder, or wholly owned subsidiary of such Stockholder in the ordinary course of business, provided that such Stockholder informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; (iii) as may otherwise be required by law or as such Stockholder's legal counsel has reasonably advised is required under law; or (iv) to any regulatory authority pursuant to a routine audit, examination, inquiry or request provided that the Company or confidential information is not the subject matter of the audit, examination, inquiry or request; provided that the Stockholder promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Stockholders Agreement to be duly executed as of the date first set forth above.

INTAPP, INC.

By: _____
Name:
Title:

GREAT HILL EQUITY PARTNERS IV, L.P.
By: Great Hill Partners GP IV, LP, its General Partner
By GHP IV, LLC, its General Partner

By: _____
Name:
Title:

GREAT HILL INVESTORS, LLC

By: _____
Name:
Title:

ANDERSON INVESTMENTS PTE. LTD.

By: _____
Name:
Title:

EXHIBIT A

Form of Joinder Agreement

The undersigned hereby agrees, effective as of the date hereof, to become a party to that certain Amended and Restated Stockholders Agreement (the "Agreement") dated as of [•], 2021, by and among Intapp, Inc. (the "Company") and the parties named therein and for all purposes of the Agreement, the undersigned shall be included within the terms [**"GHP Holder" / "Anderson Holder"**] and "Stockholder" (as defined in the Agreement). The undersigned further confirms that the representations and warranties contained in Section II of the Agreement are true and correct as to the undersigned as of the date hereof. The address and facsimile number to which notices may be sent to the undersigned is as follows:

Facsimile No. _____

_____

[NAME OF UNDERSIGNED]

Exhibit 10.11

SECOND AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This SECOND AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (the "Agreement") is dated as of this [•] day of June, 2021, by and among Intapp, Inc., a Delaware corporation (the "Company"), Great Hill Equity Partners IV, L.P. and Great Hill Investors, LLC (collectively, and together with their Permitted Transferees, the "GHP Investor"), Anderson Investments Pte. Ltd. (together with its Permitted Transferees, the "Anderson Investor" collectively with the GHP Investor, the "Investors" and each, individually, an "Investor") and the individuals identified on the signature pages hereto as Management Stockholders (each, a "Management Stockholder" and collectively, the "Management Stockholders"). The Investors, the Management Stockholders and each other Person that is or may become a party to this Agreement as contemplated hereby are sometimes referred to herein collectively as the "Stockholders" and individually as a "Stockholder").

WHEREAS, the Company, the Management Stockholders and the Investors are party to that certain Amended and Restated Registration Rights Agreement, dated as of April 27, 2017 (as supplemented and amended to date, the "Prior Agreement");

WHEREAS, in connection with the initial public offering (the "IPO") of the Company's Common Stock (as defined below), the Company desires to consummate the transactions described in the Registration Statement on Form S-1 (Registration No. 333-256812); and

WHEREAS, effective as of the closing of the IPO, the Company and the Investors desire to amend and restate the Prior Agreement in its entirety and enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Certain Definitions**.

As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means with respect to any Person (as defined below), any Person which, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any partner, officer, director, member or employee of such Person and, with respect to any Person that is a private equity fund, any investment fund now or hereafter existing which is controlled by or under common control with one or more general partners of such Person.

"Agreement" shall have the meaning set forth in the Preamble.

"Anderson Investor" shall have the meaning set forth in the Preamble.

"Black Out Period" shall have the meaning set forth in Section 10.

"Commission" shall mean the United States Securities and Exchange Commission, or any other federal agency administering the Securities Act and the Exchange Act at the time.

"Common Stock" shall mean the Common Stock, par value $0.001 per share, of the Company and any other common equity securities issued by the Company, and any other shares of stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization).

"Company" shall have the meaning set forth in the Preamble.

"Convertible Securities" means all then outstanding options, warrants, rights, convertible notes or other securities of the Company directly or indirectly convertible into or exercisable for shares of Common Stock.

"Dispute" shall have the meaning set forth in Section 15(c).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"GHP Investor" shall have the meaning set forth in the Preamble.

"Indemnified Person" shall have the meaning set forth in Section 7(a) and Section 7(b), as applicable.

"Initiating Holder" shall have the meaning set forth in Section 2.

"Inspectors" shall have the meaning set forth in Section 5(i).

"Investors" shall have the meaning set forth in the Preamble.

"IPO" shall have the meaning set forth in the Recitals.

"liability" shall have the meaning set forth in Section 7(a).

"Participating Majority" shall have the meaning set forth in Section 2.

"Permitted Transferee" means with respect to any Stockholder, any Affiliate of such Stockholder.

"Person" shall mean an individual, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a limited liability company or partnership, a government and any agency or political subdivision thereof.

"Prior Agreement" shall have the meaning set forth in the Recitals.

"Records" shall have the meaning set forth in Section 5(i).

"Registrable Securities" means (i) any shares of Common Stock held by the Investors or Management Stockholders immediately following the closing of the IPO, (ii) any shares of Common Stock issued or issuable pursuant to the conversion of any Convertible Securities held by the Investors or the Management Stockholders immediately following the closing of the IPO and (iii) any other securities issued or issuable with respect to any such shares described in clauses (i) and (ii) above by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization (it being understood that for purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected); provided, however, that any particular Registrable Securities shall cease to be Registrable Securities upon the earlier of (A) five (5) years following the closing of the IPO or (B) when (x) they have been registered for sale under the Securities Act, the registration statement in connection therewith has been declared effective and they have been disposed of pursuant to such effective registration statement, (y) they have been sold in compliance with Rule 144 following the consummation of the Company's initial public offering of its Common Stock or (z) following the market stand-off period described in Section 11(a) hereof, they are able to be sold under Rule 144 of the Securities Act (or any successor rule) in any and all three-month periods without volume limitations or other restrictions.

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Selling Stockholders" shall have the meaning set forth in Section 4.

"Stockholders" shall have the meaning set forth in the Preamble.

"Transfer" shall mean any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a security or any interest or rights in a security.

2. **Demand Registration**.

(a) At any time after one hundred eighty (180) days after the effective date of the registration statement for the IPO of the Company's Common Stock, either Investor (the "Initiating Holder") may notify the Company that it intends to offer or cause to be offered for public sale all or any portion of its Registrable Securities in the manner specified in such request. Upon receipt of such request, the Company shall promptly deliver notice of such request to all other holders of Registrable Securities who shall then have ten (10) days to notify the Company in writing of their desire to be included in such registration. If the request for registration contemplates an underwritten public offering, the Company shall state such in the written notice and in such event the right of any Person to participate in such registration shall be conditioned upon such Person's participation in such underwritten public offering and the inclusion of such Person's Registrable Securities in the underwritten public offering to the extent provided herein. The Company will use reasonable best efforts to expeditiously effect (but in any event no later than ninety (90) days after such request) the registration of all Registrable Securities whose holders request participation in such registration under the Securities Act, but only to the extent provided for in this Agreement; provided however, that the Company shall not be required to effect registration pursuant to a request under this Section 2 (1) more than three (3) times for

each Investor, or (2) if the Registrable Securities proposed to be included in such registration are expected to have an aggregate sale price (net underwriting discounts and commissions, if any) less than $50,000,000. Notwithstanding anything to the contrary contained herein, no request may be made under this Section 2 within one hundred twenty (120) days after the effective date of a registration statement filed by the Company covering a firm commitment underwritten public offering in which the holders of Registrable Securities shall have been entitled to join pursuant to Section 4 and in which there shall have been effectively registered all Registrable Securities as to which registration shall have been requested. A registration will not count as a requested registration under this Section 2(a) unless and until the registration statement relating to such registration has been declared effective by the Commission; provided however, that (i) the participating Investors holding a majority of the Registrable Securities being registered by all participating Investors (a "Participating Majority") or (ii) the Initiating Holder, only to the extent no such Investor holds a majority of the Registrable Securities being registered by all participating Investors, may request, in writing, that the Company withdraw a registration statement which has been filed under this Section 2(a) but has not yet been declared effective, and a Participating Majority (or Initiating Holder, as applicable) may thereafter request the Company to reinstate such registration statement, if permitted under the Securities Act, or to request that the Company file another registration statement, in accordance with the procedures set forth herein and without reduction in the number of demand registrations permitted under this Section 2(a).

(b) If a requested registration involves an underwritten public offering and the managing underwriter of such offering determines in good faith that the number of securities sought to be offered should be limited due to market conditions, then the number of securities to be included in such underwritten public offering shall be reduced to a number deemed satisfactory by such managing underwriter; provided, that the shares to be excluded shall be determined in the following order of priority: (i) persons not having any contractual or other right to include such securities in the registration statement, (ii) securities held by any other Persons (other than the holders of Registrable Securities) having a contractual, incidental "piggy back" right to include such securities in the registration statement, (iii) securities to be registered by the Company pursuant to such registration statement, (iv) Registrable Securities of the Management Stockholders, and (vi) Registrable Securities of the Investors. If there is a reduction of the number of Registrable Securities pursuant to clauses (v) or (vi), such reduction shall be made on a pro rata basis (based upon the aggregate number of Registrable Securities held by such holders).

(c) With respect to a request for registration pursuant to Section 2(a) which is for an underwritten public offering, the managing underwriter shall be chosen by (i) the Participating Majority or (ii) the Initiating Holder, only to the extent no such Investor holds a majority of the Registrable Securities being registered by all participating Investors (which approval will not be unreasonably withheld or delayed).

3. Form S-3.

Following the IPO, the Company shall use reasonable best efforts to qualify and remain qualified to register securities pursuant to a registration statement on Form S-3 (or any successor form) under the Securities Act. At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or any successor form thereto, either Investor shall have the right to require the Company to file registration statements, including a shelf registration statement; provided however, that the Company shall not be required to effect registration pursuant to a request under this Section 3 (1) more than once for each Investor or (2) if the Registrable Securities proposed to be included in such registration are less than all Registrable Securities then held by the Anderson Investor or the GHP Investor, as applicable. Such request shall be in writing and shall state the number of shares of Registrable Securities to be disposed of and the intended method of disposition of such shares by such holder or holders. The Company shall give notice to all other holders of the Registrable Securities of the receipt of a request for registration pursuant to this Section 3 and such holders of Registrable Securities shall then have ten (10) days to notify the Company in writing of their desire to participate in the registration. The Company shall use reasonable best efforts to promptly effect the registration of all shares on Form S-3 (or a comparable successor form) to the extent requested by such holders. The Company shall use reasonable best efforts to keep such registration statement effective until the earlier of 90 days or until such holders have completed the distribution described in such registration statement.

4. **Piggyback Registration**.

If the Company at any time proposes to register any of its securities under the Securities Act for sale to the public (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering the Registrable Securities for sale to the public), each such time it will give written notice at the applicable address of record to each holder of Registrable Securities of its intention to do so. Upon the written request of any of such holders of the Registrable Securities, given within ten (10) days after receipt by such Person of such notice, the Company will, subject to the limits contained in this Section 4, use reasonable best efforts to cause all such Registrable Securities of said requesting holders to be registered under the Securities Act and qualified for sale under any state blue sky law, all to the extent required to permit such sale or other disposition of said Registrable Securities; provided, however, that if the Company is advised in writing in good faith by any managing underwriter of the Company's securities being offered in a public offering pursuant to such registration statement that the amount to be sold by persons other than the Company (collectively, "Selling Stockholders") is greater than the amount which can be offered without adversely affecting the offering, the Company may reduce the amount offered for the accounts of Selling Stockholders (including such holders of shares of Registrable Securities) to a number deemed satisfactory by such managing underwriter; and provided further, that any shares to be excluded shall be determined in the following order of priority: (i) securities held by any Persons not having any such contractual, incidental registration rights, (ii) securities held by any Persons having contractual, incidental registration rights pursuant to an agreement which is not this Agreement, (iii) the Registrable Securities sought to be included by the Management Stockholders thereof as determined on a pro rata basis (based upon the aggregate number of Registrable Securities held by such holders), and (iv) the Registrable Securities sought to be included by the Investors as determined on a pro rata basis (based upon the aggregate number of Registrable Securities held by such holders).

5. **Registration Procedures**.

(a) If and whenever the Company is required by the provisions of this Agreement to use reasonable best efforts to promptly effect the registration of any of its securities under the Securities Act, the Company will:

i. use reasonable best efforts to diligently prepare and file with the Commission a registration statement on the appropriate form under the Securities Act with respect to such securities, which form shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the Commission to be filed therewith, and use reasonable best efforts to cause such registration statement to become and remain effective until completion of the proposed offering;

ii. use reasonable best efforts to diligently prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective until the distribution described in such registration statement has been completed and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities covered by such registration statement whenever the seller or sellers of such securities shall desire to sell or otherwise dispose of the same, but only to the extent provided in this Agreement;

iii. furnish to each selling holder and the underwriters, if any, such number of copies of such registration statement, any amendments thereto, any documents incorporated by reference therein, the prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such selling holder may reasonably request in order to facilitate the public sale or other disposition of the securities owned by such selling holder;

iv. use reasonable best efforts to register or qualify the securities covered by such registration statement under such other securities or state blue sky laws of such jurisdictions as each selling holder shall request, and do any and all other acts and things which may be necessary under such securities or blue sky laws to enable such selling holder to consummate the public sale or other disposition in such jurisdictions of the securities owned by such selling holder, except that the Company shall not for any such purpose be required to qualify to do business as a foreign corporation in any jurisdiction wherein it is not so qualified;

v. within a reasonable time before each filing of the registration statement or prospectus or amendments or supplements thereto with the Commission, furnish to one counsel selected by the holders of a majority of the Registrable Securities (or, if Registrable Securities held by both the Investors are to be registered on such registration statement or prospectus or amendments or supplements thereto, one counsel for each Investor) copies of such documents proposed to be filed;

vi. immediately notify each selling holder of Registrable Securities and (if requested by any such Person) confirm such notice in writing, of the happening of any event which makes any statement made in the registration statement or related prospectus untrue or which requires the making of any changes in such registration statement or prospectus so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading; and, as promptly as practicable thereafter, prepare and file with the Commission and furnish a supplement or amendment to such prospectus so that, as thereafter deliverable to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

vii. use reasonable best efforts to prevent the issuance of any order suspending the effectiveness of a registration statement, and if one is issued use reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement at the earliest possible moment;

viii. if requested by the managing underwriter or underwriters (if any), any selling holder, or such selling holder's counsel, promptly incorporate in a prospectus supplement or post-effective amendment such information as such Person reasonably requests to be included therein, including, without limitation, with respect to the securities being sold by such selling holder to such underwriter or underwriters, the purchase price being paid therefor by such underwriter or underwriters and with respect to any other terms of an underwritten offering of the securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

ix. make available to each underwriter participating in any underwritten offering pursuant to a registration statement, all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such underwriter in connection with such registration statement;

x. if requested by the underwriters for any underwritten offering of Registrable Securities pursuant to a registration requested hereunder, enter into an underwriting agreement in a form reasonably satisfactory to the Company with such underwriters for such offering, and use reasonable best efforts to facilitate the public offering of the securities;

xi. furnish to each underwriter of an underwritten offering, (A) an opinion of counsel for the Company, dated the effective date of the registration statement, and (B) a "comfort" letter signed by the independent public accountants who have certified the Company's financial statements included in the registration statement, covering substantially the same matters with respect to the registration statement (and the prospectus included therein) and (in the case of the accountants' letter) with respect to events subsequent to the date of the financial statements, as are customarily covered (at the time of such registration) in opinions of the Company's counsel and in accountants' letters delivered to the underwriters in underwritten public offerings of securities;

xii. use its reasonable best efforts to cause the securities covered by such registration statement to be listed on the securities exchange on which the Common Stock of the Company is then listed;

xiii. otherwise use reasonable best efforts to comply with all applicable rules and regulations of the Commission and make generally available to its security holders, in each case as soon as reasonably practicable an earnings statement of the Company which will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any comparable successor provisions);

xiv. otherwise cooperate with the underwriter(s), the Commission and other regulatory agencies and take all other reasonable and customary actions and execute and deliver or cause to be executed and delivered all customary documents necessary to effect the registration of any securities under this Agreement; and

xv. during the period when the prospectus is required to be delivered under the Securities Act, promptly file all documents required to be filed with the Commission pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act.

(b) No Stockholder may participate in any offering or Registration Statement under this Agreement unless such Stockholder completes and executes all customary questionnaires, powers of attorney, custody agreements, underwriting agreements and other customary documents required under the customary terms of such underwriting arrangements. In connection with any underwritten offering under this Agreement, each participating Stockholder and the Company shall be a party to the underwriting agreement with the underwriters and may be required to make certain customary representations and warranties and provide certain customary indemnifications for the benefit of the underwriters.

6. **Expenses**. All expenses incurred by the Company in effecting the registrations provided for in Sections 2, 3 and 4, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, fees and disbursements of one counsel for the Investors participating in such registration as a group (selected by the Initiating Holder, if such registration is made pursuant to Section 2, or the Participating Majority if such registration is made pursuant to Sections 3 and 4), underwriting expenses (other than fees, commissions or discounts), expenses of any audits incident to or required by any such registration and expenses of complying with the securities or blue sky laws of any jurisdictions, shall be paid by the Company. Notwithstanding the foregoing, each Stockholder of Registrable Securities and the Company shall be responsible for its own internal administrative and similar costs and expenses (including salaries of personnel), which shall not constitute registration expenses.

7. **Indemnification**.

(a) Except as set forth herein, the Company shall indemnify and hold harmless each Stockholder that is a selling holder of Registrable Securities (including its partners (including partners of partners and shareholders of such partners)), each underwriter (as defined in the Securities Act), and directors, officers, employees and agents of any of them, and each other Person who participates in the offering of such securities and each other Person, if any, who controls (within the meaning of the Securities Act) such seller, underwriter or participating Person (individually and collectively, the "Indemnified Person") against any losses, claims, damages or liabilities (collectively, the "liability"), joint or several, to which such Indemnified Person may become subject under the Securities Act or any other statute or at common law, insofar as such liability (or action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which such securities were registered under the Securities Act, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus used in connection with any offering, including but not limited to, any free writing prospectus used by the Company, the underwriters or the Stockholders, (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation by the Company of the Securities Act, any state securities or "blue sky" laws or any sale or regulation thereunder in connection with such registration. Except as otherwise provided in Section 7(d), the Company shall reimburse each such Indemnified Person in connection with investigating or defending any such liability; provided, however, that the Company shall not be liable to any Indemnified Person in any such case to the extent that any such liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, preliminary or final prospectus, or amendment or supplement thereto, free writing prospectus, or other information, in reliance upon and in conformity with information furnished in writing to the Company by such Person specifically for use therein; and provided further, that the Company shall not be required to indemnify any Person against any liability arising from any untrue or misleading statement or omission contained in any preliminary prospectus if such deficiency is corrected in the final prospectus or for any liability which arises out of the failure of any Person to deliver a prospectus as required by the Securities Act regardless of any investigation made by or on behalf of such Indemnified Person and shall survive transfer of such securities by such seller.

(b) Each Stockholder holding any securities included in such registration being effected shall indemnify and hold harmless each other selling holder of any securities, the Company, its directors and officers, employees and agents, each underwriter and each other Person, if any, who controls (within the meaning of the Securities Act) the Company or such underwriter (individually and collectively also the "Indemnified Person"), against any liability, joint or several, to which any such Indemnified Person may become subject under the Securities Act or any other statute or at common law, insofar as such liability (or actions in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which securities were registered under the Securities Act at the request of such selling Stockholder, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus used in connection with such offering, including but not limited to, any free writing prospectus used by the Company, the underwriters or the Stockholders, (ii) any omission or alleged omission by such selling Stockholder to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any information provided at the instruction of such selling Stockholder to any Person participating in the offer at the point of sale containing any untrue statement or alleged untrue statement of any material fact or omitting or allegedly omitting any material fact required to be included in such information or necessary to make the statements therein not misleading, in the case of (i), (ii) and (iii) to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in such registration statement, preliminary or final prospectus, amendment or supplement thereto, free writing prospectus, or other information, in reliance upon and in conformity with information furnished in writing to the Company by such selling Stockholder specifically for use therein. Such selling Stockholder shall reimburse any Indemnified Person for any legal fees incurred in investigating or defending any such liability; provided, however, that in no event shall the liability of any Stockholder for indemnification under this Section 7 in its capacity as a seller of Registrable Securities exceed the lesser of (i) that proportion of the total of such losses, claims, damages, expenses or liabilities indemnified against equal to the proportion of the total securities sold under such registration statement which is being held by such Stockholder, or (ii) the amount equal to the proceeds to such Stockholder of the securities sold in any such registration; and provided further, however, that no selling Stockholder shall be required to indemnify any Person against any liability arising from any untrue or misleading statement or omission contained in any preliminary prospectus if such deficiency is corrected in the final prospectus or for any liability which arises out of the failure of any Person to deliver a prospectus as required by the Securities Act.

(c) Indemnification similar to that specified in Sections 7(a) and (b) shall be given by the Company and each selling holder (with such modifications as may be appropriate) with respect to any required registration or other qualification of their securities under any federal or state law or regulation of governmental authority other than the Securities Act.

(d) In the event the Company, any selling holder or other Person receives a complaint, claim or other notice of any liability or action, giving rise to a claim for indemnification under Sections 7(a), (b) or (c) above, the Person claiming indemnification under such paragraphs shall promptly notify the Person against whom indemnification is sought of such complaint, notice, claim or action, and such indemnifying Person shall have the right to investigate and defend any such loss, claim, damage, liability or action.

(e) If the indemnification provided for in this Section 7 for any reason is held by a court of competent jurisdiction to be unavailable to an Indemnified Person in respect of any losses, claims, damages expenses or liabilities referred to therein, then each indemnifying party under this Section 7, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, expenses or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, the Stockholder or Stockholders and the underwriters from the offering of Registrable Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, the other Stockholders and the underwriters in connection with the statements or omissions which resulted in such losses, claims, damages expenses or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, the Stockholders and the underwriters shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company, the Stockholders, and the underwriting discount received by the underwriters, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the Registrable Securities. The relative fault of the Company, the Stockholders and the underwriters shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Stockholders, or the underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Stockholders agree that it would not be just and equitable if contribution to this Section 7 were determined by pro rata or per capita allocation or by any other method of allocation which does not take account the equitable considerations referred to in the immediately preceding paragraph. In no event, however, shall a Stockholder be required to contribute under this Section 7(e) in excess of the lesser of (i) that proportion of the total of such losses, claims, damages expenses or liabilities indemnified against equal to the proportion of the total Registrable Securities sold under such registration statement which are being sold by such Stockholder or (ii) the net proceeds received by such Stockholder from its sale of Registrable Securities under such registration statement. No Person found guilty of fraudulent representation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

(f) The amount paid by an indemnifying party or payable to an Indemnified Person as a result of the losses, claims, damages, expenses and liabilities referred to in this Section 7 shall be deemed to include, subject to limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim, payable as the same are incurred. The indemnification and contribution provided for in this Section 7 will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified parties or any other officer, director, employee, agent or controlling person of the indemnified parties. No indemnifying party, in the defense of any such claim or litigation, shall enter into a consent or entry of any judgment or enter into a settlement without the consent of the Indemnified Person, which consent will not be unreasonably withheld or delayed.

8. **Compliance with Rules 144, 144A and Regulation S**. The Company shall use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if the Company is not required to file such reports, it will, upon the request of any Stockholder, make publicly available such necessary information for so long as necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the Commission), and it will take such further action as any Stockholder may reasonably request, all to the extent required from time to time to enable such Stockholder to sell Registrable Securities without registration under the Securities Act in transactions that would otherwise be permitted by this Agreement and within the limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the Commission.

9. **Amendments**. The provisions of this Agreement may be amended, and the Company may take any action herein prohibited or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of each Investor that holds Registrable Securities. For the purposes of this Agreement and all agreements executed pursuant hereto, no course of dealing between or among any of the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof.

10. **Postponement**. The Company may postpone the filing of any registration statement required hereunder for a reasonable period of time, not to exceed ninety (90) days in the aggregate during any twelve (12) month period, if the Company delivers a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors, it would be detrimental to the Company for such registration statement to either become effective or remain effective for so long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act (a "Black Out Period"). Upon notice of the existence of a Black Out Period from the Company to any Stockholder or Stockholders with respect to any registration statement already effective, such Stockholder or Stockholders shall refrain from selling their Registrable Securities under such registration statement until such Black Out Period has ended; provided, however, that the Company shall not impose Black Out Periods with respect to any registration statement that is already effective in excess of ninety (90) days in any calendar year.

11. **Market Stand-Off**.

Each Stockholder agrees, that if requested by the Company and an underwriter of Registrable Securities of the Company in connection with any public offering of the Company, not to directly or indirectly offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of or otherwise dispose of or Transfer any shares held by it for such period, not to exceed (a) one hundred eighty (180) days following the effective date of the relevant registration statement filed under the Securities Act in connection with the Company's IPO, or (b) ninety (90) days following the effective date of the relevant registration statement in connection with any other public offering of Registrable Securities, as such underwriter shall specify reasonably and in good faith, provided, however, that all officers and directors of the Company and all 5% or greater stockholders of the Company enter into similar agreements.

12. **Permitted Transferees**. The registration rights of a Stockholder set forth in this Agreement may be assigned in connection with a Transfer of Registrable Securities to a Permitted Transferee of that Stockholder. Without prejudice to any other or similar conditions imposed hereunder with respect to any such Transfer, no assignment permitted under the terms of this Section 12 will be effective unless the Permitted Transferee to which the assignment is being made, if not a Stockholder, has delivered to the Company a written acknowledgment and joinder agreement in form and substance reasonably satisfactory to the Company that the Permitted Transferee will be bound by, and will be a party to, this Agreement (such written joinder agreement to include such Permitted Transferee's contact information for the delivery of notice).

13. **Rights Which May Be Granted to Subsequent Stockholders**. Other than Permitted Transferees of Registrable Securities pursuant to Section 12, the Company shall not, without the prior written consent of holders of at least a majority of the Registrable Securities, (a) allow purchasers of the Company's securities to become a party to this Agreement or (b) grant any other registration rights other than any incidental or so called piggyback registration rights to any third parties that are not inconsistent with the terms of this Agreement.

14. **Damages**. The Company recognizes and agrees that each holder of Registrable Securities will not have an adequate remedy if the Company fails to comply with the terms and provisions of this Agreement and that damages will not be readily ascertainable, and the Company expressly agrees that, in the event of such failure, it shall not oppose an application by any holder of Registrable Securities or any other Person entitled to the benefits of this Agreement requiring specific performance of any and all provisions hereof or enjoining the Company from continuing to commit any such breach of this Agreement.

15. **Miscellaneous**.

(a) Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given, delivered and received (a) if delivered personally, (b) if sent by registered or certified mail (return receipt requested) postage prepaid, or by courier providing next day delivery, or (c) if sent by email, in each case to the respective parties, as applicable, at the address or email address set forth below:

If to the Company:

Intapp, Inc.
3101 Park Blvd
Palo Alto, CA 94306
Attention: John Hall, Chief Executive Officer
Steven Todd, General Counsel
E-mail address: John.Hall@intapp.com
Steven.Todd@intapp.com

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Attention: Robert Masella and Kristina Trauger
E-mail address: Robert.Masella@Shearman.com
Kristina.Trauger@Shearman.com

If to the Investors, Management Stockholders or any other holder of Registrable Securities:

At such Person's address or e-mail address for notice as set forth on such Person's signature page hereto, or at such Person's address for notice as set forth in the books and Records of the Company.

Notices delivered personally shall be effective on the day so delivered, notices sent by registered or certified mail shall be effective five days after mailing, notices transmitted electronically shall be effective when transmitted, and notices sent by courier providing next day delivery shall be effective on the earlier of the second business day after timely deposit with the courier or the day of actual delivery by the courier.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(c) Dispute Resolution. The parties shall cooperate in good faith to resolve any dispute that may arise under or with respect to this Agreement after the date hereof (each, a "Dispute"); provided, however, the parties shall work in good faith to resolve any such Dispute for a reasonable period of time (not to exceed fifteen (15) business days, unless otherwise agreed by the parties) and any Dispute that cannot be resolved by mutual agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association in accordance

with its International Arbitration Rules. Any such arbitration shall be conducted in English in the State of Delaware by a panel of three arbitrators. The parties agree that the existence, conduct and content of any arbitration pursuant to this subsection (c) shall be kept confidential and no party shall disclose to any Person any information about such arbitration, except in connection with such arbitration or as may be required by Law. The decision and award of any such arbitrator shall be final, non-appealable and binding upon the parties involved in such Dispute, and shall be enforceable by any such party in any court of competent jurisdiction. Notwithstanding the foregoing, (i) any party may elect to seek injunctive relief and other equitable relief from a court of competent jurisdiction with respect a Dispute, and (ii) if a party is seeking an injunction or other equitable relief in connection with any Dispute, such party may elect to seek such remedy from a court of competent jurisdiction pursuant to subsection (d) of this Agreement without submitting such Dispute to arbitration pursuant to this subsection (c).

(d) Consent to Jurisdiction. EACH OF THE PARTIES HERETO AGREES TO THE EXCLUSIVE JURISDICTION OF ANY COURT WITHIN DELAWARE, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SERVICES OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO IT AT ITS ADDRESS AS SET FORTH IN SECTION 15(A), AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED WHEN RECEIVED. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. NOTHING IN THIS SECTION 15(D) SHALL AFFECT THE RIGHTS OF THE PARTIES HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15(E).

(f) Counterparts. This Agreement may be executed in two or more counterparts and by the parties hereto in separate counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (PDF)), each of which when so executed shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

(g) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

(h) Entire Agreement. This Agreement amends, restates and supersedes, in its entirety, the Prior Agreement, and the Prior Agreement shall have no further force of effect as of the date hereof. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. By execution of this Agreement, the undersigned Stockholders hereby consent to the amendment and restatement of the Prior Agreement.

(i) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto as contemplated herein, and any successor to the Company by way of merger or otherwise shall specifically agree to be bound by the terms hereof as a condition of such successor.

(j) Headings. The Section headings used or contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments executed and delivered in connection herewith with counsel sophisticated in investment transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement and the agreements, documents and instruments executed and delivered in connection herewith.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Registration Rights Agreement to be duly executed as of the date first set forth above.

INTAPP, INC.

By: _____
Name:
Title:

INVESTORS:

GREAT HILL EQUITY PARTNERS IV, L.P.
By: Great Hill Partners GP IV, LP, its General Partner
By GHP IV, LLC, its General Partner

Address:
Email address:

By: _____
Name:
Title:

GREAT HILL INVESTORS, LLC

Address:
Email address:

By: _____
Name:
Title:

INVESTORS:

ANDERSON INVESTMENTS PTE. LTD.

Address:
Email address:

By: _____
Name:
Title:

HLUS HOLDINGS LLC

Address:
Email address:

By: _____
Name:
Title:

MANAGEMENT STOCKHOLDERS:

JOHN HALL

Address:
Email address:

_____
John Hall

[Management Stockholder]

Address:
Email address:

_____

Exhibit 10.12

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement"), dated as of June 18, 2021 (the "Effective Date"), is by and between Intapp, Inc., a Delaware corporation (the "Company"), and John Hall (the "Executive") (the Company and the Executive collectively referred to as the "Parties" or individually referred to as a "Party").

WHEREAS, the Executive currently provides services to the Company pursuant to that certain employment agreement between the Parties, dated as of December 21, 2012, amended as of June 27, 2018 and restated as of April 30, 2021 (the "Prior Agreement"); and

WHEREAS, the Company desires to assure itself of the continued employment of the Executive and the Executive desires to continue to provide services to the Company pursuant to the terms and conditions of this Agreement, which will supersede the Prior Agreement as of the Effective Date.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Employment and Duties.

(a)General. The Executive's employment under this Agreement shall commence on the Effective Date and continue until the date of the Executive's termination of employment. For the avoidance of doubt, the Executive's employment with the Company shall at all times be on an at-will basis and nothing in this Agreement shall provide the Executive the right to employment for any specified period.

(b)Position and Duties. Subject to the terms and conditions hereof, the Executive shall continue to serve as Chief Executive Officer of the Company, reporting to the Board of Directors of the Company (the "Board"). The Executive shall have such duties and responsibilities commensurate with those typically provided by a chief executive officer of a company that is required to file reports with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, as may be assigned to the Executive from time to time by the Board. The Executive's principal place of employment shall be the principal offices of the Company currently located in Palo Alto, California, subject to travel in the performance of the Executive's duties and the business of the Company.

(c)Exclusive Services. For so long as the Executive is employed by the Company, the Executive shall devote the Executive's full business working time, attention and efforts to the Executive's duties hereunder, shall faithfully serve the Company, shall in all respects conform to and comply with the lawful and good faith directions and instructions given to the Executive by the Board and shall use the Executive's best efforts to promote and serve the interests of the Company. Further, the Executive shall not, directly or indirectly, render services to any other person or organization without the prior written consent of the Company (which shall not be unreasonably withheld) or otherwise engage in activities that would interfere significantly with the faithful performance of the Executive's duties hereunder. Notwithstanding the foregoing, the Executive may (i) serve on corporate, civic or charitable boards, provided that the Executive receives the prior written consent of the Board to serve on such boards; (ii) manage personal investments or engage in charitable activities; (iii) make passive

investments in venture funds; provided, that, the Executive shall not provide services to, or advise in any capacity, any company in which the investments are made if the company competes with the Company; and (iv) be a passive owner of not more than 2% of the outstanding equity interest in any entity that is publicly traded, so long as the Executive has no active participation in the business of such entity; provided that each of the foregoing activities do not contravene the first sentence of this Section 1(c).

2.Compensation and Other Benefits. Subject to the provisions of this Agreement, the Company shall pay and provide the following compensation and other benefits to the Executive as compensation for services rendered hereunder:

(a)Base Salary. The Company shall pay to the Executive a base salary at the annual rate of $443,000 (the "Base Salary"), payable in substantially equal installments at such intervals in accordance with the Company's ordinary payroll practices as established from time to time. The Compensation Committee of the Board (the "Compensation Committee") shall review the Executive's Base Salary, not less than annually, and may increase (but not decrease) the Executive's Base Salary in its sole discretion.

(b)Bonus. The Executive shall be entitled to participate in the Company's annual incentive bonus plan in accordance with its terms as may be in effect from time to time and subject to such other terms as the Board or the Compensation Committee may approve. For each fiscal year, the Executive shall be eligible to receive a target annual bonus opportunity of 80% of the Executive's Base Salary. The annual incentive bonus plan for the fiscal year ending June 30, 2021 shall be administered in accordance with its existing terms.

(c)Long-Term Incentive Plan. The Executive shall be entitled to participate in the Company's long-term incentive plan in accordance with its terms that may be in effect from time to time and subject to such other terms as the Board or the Compensation Committee, in its sole discretion, may approve.

(d)Benefit Plans. The Executive shall be entitled to participate in all employee benefit plans or programs of the Company as are available to other similarly-situated executives of the Company, in accordance with the terms of the plans, as may be amended from time to time.

(e)Expenses. The Company shall reimburse the Executive for reasonable travel and other business-related expenses incurred by the Executive in the fulfillment of the Executive's duties hereunder upon presentation of written documentation thereof, in accordance with the business expense reimbursement policies and procedures of the Company as in effect from time to time. Payments with respect to reimbursements of expenses shall be made consistent with the Company's reimbursement policies and procedures.

(f)Vacation; Paid Time Off. The Executive shall be entitled to vacation time and paid time off consistent with the applicable policies of the Company as in effect from time to time.

3.At-Will Employment; Termination of Employment. The Company and Executive acknowledge that Executive's employment under this Agreement shall be "at-will" as defined under applicable law. This means that it is not for any specified period of time and, subject only to this Section 3, the Company and the Executive shall each have the right to terminate the Executive's employment at any time for any reason or for no reason.

(a) Termination due to Death or Disability. The Executive's employment under this Agreement will automatically terminate upon the Executive's death and may be terminated by the Company or the Executive (subject to Section 3(f)) upon the Executive's Disability (as defined below). In the event the Executive incurs a "Separation from Service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the Executive's death or Disability, the Company shall pay to the Executive (or the Executive's estate, as applicable) the Executive's accrued Base Salary through and including the date of termination and any bonus earned, but unpaid, for the year prior to the year in which the Separation from Service occurs and any other amounts or benefits required to be paid or provided by law or under any plan, program, policy or practice of the Company (collectively, "Accrued Compensation and Benefits"), payable in accordance with Company policies and practices and applicable law, but in no event later than 30 days after the Executive's Separation from Service.

(b) Termination for Cause; Resignation without Good Reason. If the Executive incurs a Separation from Service by reason of the Company's termination of the Executive's employment for Cause or the Executive's resignation other than for Good Reason, the Executive shall only be entitled to payment of the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service, and shall have no further right to receive any other compensation or benefits after such termination or resignation of employment.

(c) Termination without Cause; Resignation for Good Reason Not in the Change in Control Protected Period. If the Executive incurs a Separation from Service that does not occur during the Change in Control Protected Period by reason of the Company's termination of the Executive's employment without Cause or the Executive's resignation for Good Reason, in each case subject to Section 3(f), the Executive shall be entitled to the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service and, subject to Section 3(e), the following:

(i) an amount equal to 1.5 times the Executive's then-current Base Salary, payable in accordance with the Company's regular policies and practices in substantially equal monthly installments over a period of 18 months following the Executive's Separation from Service; provided, that such payments will commence within 60 days after the Executive's Separation from Service and, once they commence, will include any unpaid amounts accrued from the date of the Executive's Separation from Service; provided, further, if the foregoing 60-day period spans two calendar years, then the payments will in any event begin in the second calendar year; provided, further, if a "change in the ownership of a corporation," a "change in the effective control of a corporation," or a change in the ownership of a substantial portion of a corporation's assets," as defined in Treas. Reg. §§1.409A-3(i)(5)(v), 1.409A-3(i)(5)(vi) and 1.409A-3(i)(5)(vi), respectively, occurs with respect to the Company following the Executive's Separation from Service, any unpaid amounts hereunder shall be paid in a single lump sum within 15 days following the consummation of such a transaction;

(ii) subject to the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), reimbursement of the monthly COBRA premium paid by the Executive for the Executive and the Executive's eligible dependents until the earliest of (A) the 12 month anniversary of the Separation from Service, (B) the date the Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer or source;

(iii) the accelerated vesting of a portion of the equity-based compensation awards that were granted prior to the Effective Date and that are then held by the Executive as of the Separation from Service pursuant to any of the Company's long-term incentive plans (the "Existing Equity Awards"), such that (A) any Existing Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the Existing Equity Award that would have vested in the 12-month period immediately following the Separation from Service (or such longer period provided under the applicable Existing Equity Award by its existing terms), and (B) any Existing Equity Award subject to performance-based vesting shall vest, as of the Separation from Service, as to an additional number of shares equal to 25% of the total Existing Equity Award (including the vesting of the next three unvested milestones) (or, if less than 25% of the total Existing Equity Award remains unvested as of the Separation from Service, the Existing Equity Award shall vest in full) (or any remaining unvested milestones if less than three remain); and

(iv) the accelerated vesting of a portion of the equity-based compensation awards granted to the Executive as of or following the Effective Date (the "New Equity Awards"), such that (A) the performance-based restricted stock units that are to be granted at the time of the Company's initial public offering shall vest as to the next four unvested milestones that would have vested immediately following the Separation from Service; (B) any New Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the New Equity Award that would have vested in the 12-month period immediately following the Separation from Service; and (C) any New Equity Award that is subject to performance-based vesting other than the award discussed in subsection (A) above shall vest, as of the Separation from Service, as to 25% of number of milestones under the New Equity Award (or, if less than 25% of the milestones under the New Equity Award remain unvested as of the Separation from Service, the New Equity Award shall vest in full).

(d) Termination without Cause; Resignation for Good Reason in Connection with a Change in Control. If the Executive incurs a Separation from Service during the Change in Control Protected Period by reason of the Company's termination of the Executive's employment without Cause or the Executive's resignation for Good Reason, in each case subject to Section 3(f), the Executive shall be entitled to the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service and, subject to Section 3(e), the following:

(i) an amount equal to the sum of (A) 1.5 times the Executive's then-current Base Salary, plus (B) the Executive's target annual bonus for the year in which the Separation from Service occurs, payable in substantially equal monthly installments over a period of 18 months following the Executive's Separation from Service; provided, that such payments will commence within 60 days after the Executive's Separation from Service and, once they commence, will include any unpaid amounts accrued from the date of the Executive's Separation from Service; provided, further, if the foregoing 60-day period spans two calendar years, then the payments will in any event begin in the second calendar year; provided, further, if a "change in the ownership of a corporation" or a "change in the effective control of a corporation" as defined in Treas. Regs. §1.409A-3(i)(5)(v) and §1.409A-3(i)(5)(vi), respectively, occurs with respect to the Company following the Executive's Separation from Service, any unpaid amounts hereunder shall be paid in a single lump sum within 15 days following the consummation of such transaction; provided, further, if the Executive's Separation from Service occurs after a Change in Control that also qualifies as a "change in control event" within the meaning of Treas. Reg. §1.409A-3(i)(5), the foregoing amounts shall be paid in a lump sum;

(ii) subject to the Executive's timely election of continuation coverage under COBRA, reimbursement of the monthly COBRA premium paid by the Executive for the Executive and the Executive's dependents until the earliest of (A) the 12 month anniversary of the Separation from Service, (B) the date the Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer or source;

(iii) the accelerated vesting of a portion of the Existing Equity Awards, such that (A) any Existing Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the Existing Equity Award that would have vested in the 12-month period immediately following the Separation from Service (or such longer period provided under the applicable Existing Equity Award by its existing terms), and (B) any Existing Equity Award subject to performance-based vesting shall vest, as of the Separation from Service, as to an additional number of shares equal to 25% of the total Existing Equity Award (including the vesting of the next three unvested milestones) (or, if less than 25% of the total Existing Equity Award remains unvested as of the Separation from Service, the Existing Equity Award shall vest in full) (or any remaining unvested milestones if less than three remain); and

(iv) the accelerated vesting of the New Equity Awards in full.

(e) Execution and Delivery of Release. The Company shall not be required to make the payments and provide the benefits provided for under Section 3(c) or 3(d) unless the Executive executes and delivers to the Company, within 60 days following the Executive's Separation from Service, a general waiver and release of claims in a form substantially similar to the form attached hereto as Exhibit A and the release has become effective and irrevocable in its entirety. The Executive's failure or refusal to sign the release (or the Executive's revocation of such release) shall result in the forfeiture of the payments and benefits under Sections 3(c) and 3(d).

(f) Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other Party given in accordance with Section 22, except that the Company may waive the requirement for Notice of Termination by the Executive. In the event of a resignation by the Executive without Good Reason, the Notice of Termination shall specify the date of termination, which date shall not be less than 30 days after the giving of such notice, unless the Company agrees to waive any notice period by the Executive.

(g) Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason shall constitute the Executive's resignation from (i) all director, officer or employee positions the Executive has with the Company or any of its subsidiaries or affiliates (the "Company Group") and (ii) all fiduciary positions (including as a trustee) the Executive may hold with respect to any employee benefit plans or trusts established by the Company Group.

4. Definitions.

(a) Cause. For purposes of this Agreement, "Cause" shall mean the termination of the Executive's employment because of:

(i) the Executive's indictment for, or entry of a plea of guilty or no contest or nolo contendere to, any felony (other than a traffic violation) under any state, federal or foreign law or any other crime involving moral turpitude that impairs the Executive's ability to serve as Chief Executive Officer of the Company or would be reasonably likely to cause material harm to the reputation of the Company;

(ii) the Executive's commission of an act of fraud, embezzlement, misappropriation of funds, misrepresentation, malfeasance, breach of fiduciary duty or other willful and material act of misconduct, in each case, that causes or would be reasonably likely to cause material harm to the Company or any of its affiliates;

(iii) any willful, material damage to any property of the Company by the Executive;

(iv) the Executive's willful failure to (A) substantially perform his/her material job functions hereunder (other than any such failure resulting from Executive's Disability) or (B) carry out or comply with a lawful and reasonable directive of the Board;

(v) the Executive's breach of any material written Company policy that materially harms the Company;

(vi) the Executive's unlawful use (including being under the influence) or possession of illegal drugs on the Company's (or any affiliate's) premises or while performing the Executive's duties and responsibilities under this Agreement; or

(vii) the Executive's breach of any material provision of this Agreement, the Confidentiality Agreement (as defined below) or any other written agreement between Executive and the Company.

provided, however, that no act or omission on the Executive's part shall be considered "willful" if it is done by the Executive in good faith and with a reasonable belief that the Executive's conduct was in the best interest of the Company, and provided, further, however, that no event or condition described in clauses (iv) or (v) shall constitute Cause unless (w) the Company gives the Executive written notice of termination of employment for Cause and the grounds for such termination within 180 days of the Board first becoming aware of the event giving rise to such Cause, (x) such grounds for termination are not corrected by the Executive within 30 days of the Executive's receipt of such notice, (y) if the Executive fails to correct such event or condition, the Company gives the Executive at least 30 days' prior written notice of a special Board meeting called to make a determination that the Executive should be terminated for Cause and the Executive and the Executive's legal counsel are given the opportunity to address such meeting prior to a vote of the Board, and (z) a determination that Cause exists is made and approved by the Board.

(b) Change in Control Protected Period. For purposes of this Agreement, "Change in Control Protected Period" shall mean the period beginning three months prior to a Change in Control and ending 12 months following a Change in Control.

(c) Change in Control. For purposes of this Agreement, "Change in Control" shall have the meaning set forth in the Company's 2021 Omnibus Equity Incentive Plan or the successor plan pursuant to which the Executive was, prior to the relevant transaction, most recently granted a long-term incentive award.

(d) Disability. For purposes of this Agreement, "Disability" shall be defined in the same manner as such term or a similar term is defined in the Company long-term disability plan applicable to the Executive.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following events without the Executive's consent:

(i) a reduction in Executive's Base Salary or target annual bonus opportunity;

(ii) a material diminution in the authority, duties or responsibilities of the Executive as contemplated in this Agreement, including the Executive no longer serving as the Chief Executive Officer of the Company or its successor after a Change in Control;

(iii) the relocation of Executive's primary place of employment to a location more than thirty (30) miles from Palo Alto, California; or

(iv) a material breach by the Company of this Agreement, the Confidentiality Agreement (as defined below) or any other written agreement with Executive.

provided, however, that no event or condition described in clause (ii) or (iv) shall constitute Good Reason unless (x) the Executive gives the Company written notice of the Executive's intention to terminate the Executive's employment for Good Reason and the grounds for such Good Reason within 180 days of the Executive first becoming aware of the event giving rise to such Good Reason, (y) such grounds for Good Reason are not corrected by the Company within 30 days of its receipt of such notice, and (z) the Executive actually terminates the Executive's employment for Good Reason on such grounds for Good Reason within 45 days of the Company's failure to correct.

5. Limitations on Severance Payment and Other Payments or Benefits.

(a) Payments. Notwithstanding any provision of this Agreement, if any portion of the severance payments or any other payment under this Agreement, or under any other agreement with the Executive or plan or arrangement of the Company or its affiliates (in the aggregate, "Total Payments"), would constitute an "excess parachute payment" and would, but for this Section 5, result in the imposition on the Executive of an excise tax under Code Section 4999 (the "Excise Tax"), then the Total Payments to be made to the Executive shall either be (i) delivered in full, or (ii) delivered in the greatest amount such that no portion of such Total Payments would be subject to the Excise Tax, whichever of the foregoing (i) or (ii) results in the receipt by the Executive of the greatest benefit on an after-tax basis (taking into account the Executive's actual marginal rate of federal, state and local income taxation and the Excise Tax).

(b) Determinations. Within 30 days following the Executive's termination of employment or notice by one Party to the other of its belief that there is a payment or benefit due to the Executive that will result in an excess parachute payment, the Company, at the Company's expense, shall select a nationally recognized certified public accounting firm or consulting firm (which may be the Company's independent auditors) ("Consulting Firm") reasonably acceptable to the Executive, to determine (i) the Base Amount (as defined below), (ii) the amount and present value of the Total Payments, (iii) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to Section 5(a), and (iv) the net after-tax proceeds to the Executive, taking into account the tax imposed under Code Section 4999 if (x) the Total Payments were reduced in accordance with Section 5(a), or (y) the Total Payments were not so reduced. If the Consulting Firm determines that Section 5(a)(ii) above applies, then the payments upon the Executive's termination of employment hereunder or any other payment or benefit determined by such Consulting Firm to be includable in Total Payments shall be reduced or eliminated so that there will be no excess parachute payment. In such event, payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (1) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (2) cash payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Total Payments (on the basis of the relative present value of the parachute payments).

(c) Definitions and Assumptions. For purposes of this Agreement: (i) the terms "excess parachute payment" and "parachute payments" shall have the meanings assigned to them in Code Section 280G and such "parachute payments" shall be valued as provided therein; (ii) present value shall be calculated in accordance with Code Section 280G(d)(4); (iii) the term "Base Amount" means an amount equal to the Executive's "annualized includible compensation for the base period" as defined in Code Section 280G(d)(1); (iv) for purposes of the determination by the Consulting Firm, the value of any non-cash benefits or any deferred payment or benefit shall be determined in accordance with the principles of Code Sections 280G(d)(3) and (4); and (v) the Executive shall be deemed to pay federal income tax and employment taxes at the Executive's actual marginal rate of federal income and employment taxation, and state and local income taxes at the Executive's actual marginal rate of taxation in the state or locality of the Executive's domicile (determined in both cases in the calendar year in which the termination of employment or notice described in Section 5(b) above is given, whichever is earlier), net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes. The covenants set forth in Sections 6 and 7 of this Agreement have substantial value to the Company and a portion of any Total Payments made to the Executive are in consideration of such covenants. For purposes of calculating the "excess parachute payment" and the "parachute payments", the Parties intend that an amount equal to not less than the Executive's highest annual base salary during the 12-month period immediately prior to the Executive's termination of employment shall be in consideration of the covenants in Sections 6 and 7 below. The Consulting Firm shall consider all relevant factors in appraising the fair value of such covenants and in determining the amount of the Total Payments that shall not be considered to be a "parachute payment" or "excess parachute payment". The determination of the Consulting Firm shall be addressed to the Company and the Executive and such determination shall be binding upon the Company and the Executive.

(d) Amendment. This Section 5 shall be amended to comply with any changes to or successor provisions of Sections 280G or 4999 of the Code in a manner designed to result in Executive's greatest benefit on an after-tax basis.

6. Confidentiality. The Executive previously entered into that certain Confidential Information and Invention Assignment Agreement between Tsunami Software, Inc., a Delaware corporation (and predecessor to the Company) and the Executive (the "Confidentiality Agreement"). The Executive agrees (i) that the terms of the Confidentiality Agreement shall continue to apply in full force and effect and inure to the benefit of the Company and (ii) that the Executive shall continue to comply in all respects with the Confidentiality Agreement.

7. Non-Solicitation. The Executive agrees that, during the Executive's employment with the Company and for a period commencing on the Executive's Separation from Service and ending on the first anniversary of the Executive's Separation from Service (the "Restricted Period"), the Executive shall not, directly or indirectly, other than in connection with the proper performance of the Executive's duties in the Executive's capacity as an executive of

the Company, (a) interfere with or attempt to interfere with any relationship between the Company Group and any of its employees, consultants, independent contractors, agents or representatives or (b) encourage, induce, attempt to induce, solicit, or attempt to solicit any current or former employee, consultant, independent contractor, agent or representative of the Company Group in a business competitive with the Company Group to leave his, her, or its employment or service with the Company Group. As used herein, the term "indirectly" shall include, without limitation, the Executive's grant of permission to use the Executive's name by any competitor of any member of the Company Group to induce or interfere with any employee or any other service provider of any member of the Company Group.

8. Compensation Recovery Policy. The Executive acknowledges and agrees that, to the extent the Company adopts any clawback or similar policy in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, and any rules and regulations promulgated thereunder, the Executive shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement or enforce that policy).

9. Certain Remedies.

(a) Injunctive Relief. Without intending to limit the remedies available to the Company Group, the Executive agrees that a breach of any of the covenants contained in Sections 6 and 7 of this Agreement may result in material and irreparable injury to the Company Group for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, any member of the Company Group shall be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, without bond or other security, restraining the Executive from engaging in activities prohibited by the covenants contained in Sections 6 and 7 of this Agreement or such other relief as may be required specifically to enforce any of the covenants contained in this Agreement. Such injunctive relief in any court shall be available to the Company Group in lieu of, or prior to or pending determination in, any arbitration proceeding.

(b) Extension of Restricted Period. In addition to the remedies the Company may seek and obtain pursuant to this Section 9, the Restricted Period shall be extended by any and all periods during which the Executive shall be found by a court or arbitrator possessing personal jurisdiction over the Executive to have been in violation of the covenants contained in Section 7 of this Agreement.

10. Section 409A of the Code.

(a) General. This Agreement is intended to meet the requirements of Section 409A of the Code and shall be interpreted and construed consistent with that intent.

(b) Deferred Compensation. Notwithstanding any other provision of this Agreement, to the extent that the right to any payment (including the provision of benefits) hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, the payment shall be paid (or provided) in accordance with the following:

(i) If the Executive is a "Specified Employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of the Executive's Separation from Service, then no such payment shall be made or commence during the period beginning on the date of the Executive's Separation from Service and ending on the date that is six months following the Executive's Separation from Service or, if earlier, on the date of the Executive's death. The amount of any payment that would otherwise be paid to the Executive during this period shall instead be paid to the Executive on the fifteenth day of the first calendar month following the end of the period.

(ii) Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A.

(iii) Payments with respect to reimbursements of expenses shall be made in accordance with Company policy and in no event later than the last day of the calendar year following the calendar year in which the relevant expense is incurred. The amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year.

11. Source of Payments. All payments provided under this Agreement, other than payments made pursuant to a plan which provides otherwise, shall be paid in cash from the general funds of the Company, and no special or separate fund shall be established, and no other segregation of assets shall be made, to assure payment. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement or otherwise in connection with the Executive's employment by the Company that cannot be mutually resolved by the Parties and their respective advisors and representatives shall be settled exclusively by arbitration in Santa Clara County, California in accordance with the commercial rules of the American Arbitration Association before one arbitrator of exemplary qualifications and stature, who shall be selected jointly by an individual to be designated by the Company and an individual to be selected by the Executive, or if such two individuals cannot agree on the selection of the arbitrator, who shall be selected by the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereon. Each Party shall bear its own attorney's fees and expenses; provided that the arbitrator may assess the prevailing Party's fees and costs against the non-prevailing Party as part of the arbitrator's award. The Parties agree to abide by all decisions and awards rendered in such proceedings. Decisions and awards rendered by the arbitrator shall be final and conclusive.

13. Non-assignability; Binding Agreement.

(a) By the Executive. This Agreement and any and all rights, duties, obligations or interests hereunder shall not be assignable or delegable by the Executive.

(b) By the Company. This Agreement may be assigned by the Company to any other member of the Company Group.

(c) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties, any successors to or assigns of the Company and the Executive's heirs and the personal representatives of the Executive's estate.

14. Withholding. All payments made or benefits provided to the Executive under this Agreement shall be reduced by any applicable withholding taxes and other authorized deductions.

15. Amendment; Waiver. This Agreement may not be modified, amended or waived in any manner, except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

16. Governing Law. All matters affecting this Agreement, including the validity thereof, are to be subject to, and interpreted and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in the State of California.

17. Survival of Certain Provisions. The rights and obligations set forth in this Agreement that, by their terms, extend beyond the termination of the Executive's employment with the Company shall survive such termination.

18. Entire Agreement; Supersedes Previous Agreements. This Agreement, the Confidentiality Agreement, and any equity award agreements in respect of Existing Equity Awards contain the entire agreement and understanding of the Parties with respect to the matters covered herein and supersede all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof; all other negotiations, commitments, agreements and writings, including the Prior Agreement, shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

19. Counterparts. This Agreement may be executed by either of the Parties in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

20. Headings. The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

21. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:

Intapp, Inc.
3101 Park Blvd.
Palo Alto, CA 94306
Attention: Steven Todd, General Counsel
Email: steven.todd@intapp.com

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attn: Doreen E. Lilienfeld
Email: dlilienfeld@shearman.com

To the Executive:

John Hall, at the address on file with the Company
Email: John.Hall@intapp.com

With a copy to the Executive's counsel:

VLP Law Group LLP
555 Bryant St., Ste 820
Palo Alto, CA 94301-1704
Attn: Mark D. Bradford
Email: mbradford@vlplawgroup.com

All such notices shall be conclusively deemed to be received and shall be effective (i) if sent by hand delivery, upon receipt or (ii) if sent by electronic mail or facsimile, upon receipt by the sender of confirmation of such transmission; provided, however, that any electronic mail or facsimile will be deemed received and effective only if followed, within 48 hours, by a hard copy sent by certified United States mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its officer pursuant to the authority of its Board, and the Executive has executed this Agreement, as of the day and year first written above.

INTAPP, INC.

By: _____
Name:
Title:

EXECUTIVE

_____
Name: John Hall

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement"), dated as of June 18, 2021 (the "Effective Date"), is by and between Intapp, Inc., a Delaware corporation (the "Company"), and Stephen Robertson (the "Executive") (the Company and the Executive collectively referred to as the "Parties" or individually referred to as a "Party").

WHEREAS, the Executive currently provides services to the Company pursuant to that certain letter of offer of employment between Integration Appliance, Inc., a Delaware corporation (and wholly owned subsidiary of the Company), and the Executive, dated as of December 11, 2015 and amended and restated as of July 1, 2020 (the "Prior Agreement"); and

WHEREAS, the Company desires to assure itself of the continued employment of the Executive and the Executive desires to continue to provide services to the Company pursuant to the terms and conditions of this Agreement, which will supersede the Prior Agreement as of the Effective Date.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Employment and Duties.

(a) General. The Executive's employment under this Agreement shall commence on the Effective Date and continue until the date of the Executive's termination of employment. For the avoidance of doubt, the Executive's employment with the Company shall at all times be on an at-will basis and nothing in this Agreement shall provide the Executive the right to employment for any specified period.

(b) Position and Duties. Subject to the terms and conditions hereof, the Executive shall continue to serve as Chief Financial Officer of the Company, reporting to the Chief Executive Officer of the Company (the "CEO"). The Executive shall have such duties and responsibilities commensurate with those typically provided by a chief financial officer of a company that is required to file reports with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, as may be assigned to the Executive from time to time by the CEO. The Executive's principal place of employment shall be the principal offices of the Company currently located in Palo Alto, California, subject to travel in the performance of the Executive's duties and the business of the Company.

(c) Exclusive Services. For so long as the Executive is employed by the Company, the Executive shall devote the Executive's full business working time, attention and efforts to the Executive's duties hereunder, shall faithfully serve the Company, shall in all respects conform to and comply with the lawful and good faith directions and instructions given to the Executive by the CEO and shall use the Executive's best efforts to promote and serve the interests of the Company. Further, the Executive shall not, directly or indirectly, render services to any other person or organization without the prior written consent of the Company (which shall not be unreasonably withheld) or otherwise engage in activities that would interfere significantly with the faithful performance of the Executive's duties hereunder. Notwithstanding the foregoing, the Executive may (i) serve on corporate, civic or charitable boards, provided that the Executive receives the prior written consent of the CEO to serve on such boards; (ii) manage

personal investments or engage in charitable activities; (iii) make passive investments in venture funds; provided, that, the Executive shall not provide services to, or advise in any capacity, any company in which the investments are made if the company competes with the Company; and (iv) be a passive owner of not more than 2% of the outstanding equity interest in any entity that is publicly traded, so long as the Executive has no active participation in the business of such entity; provided that each of the foregoing activities do not contravene the first sentence of this Section 1(c).

2. Compensation and Other Benefits. Subject to the provisions of this Agreement, the Company shall pay and provide the following compensation and other benefits to the Executive as compensation for services rendered hereunder:

(a) Base Salary. The Company shall pay to the Executive a base salary at the annual rate of $412,000 (the "Base Salary"), payable in substantially equal installments at such intervals in accordance with the Company's ordinary payroll practices as established from time to time. The Compensation Committee of the Board (the "Compensation Committee") shall review the Executive's Base Salary, not less than annually, and may increase (but not decrease) the Executive's Base Salary in its sole discretion.

(b) Bonus. The Executive shall be entitled to participate in the Company's annual incentive bonus plan in accordance with its terms as may be in effect from time to time and subject to such other terms as the Board or the Compensation Committee may approve. For each fiscal year, the Executive shall be eligible to receive a target annual bonus opportunity of 60% of the Executive's Base Salary. The annual incentive bonus plan for the fiscal year ending June 30, 2021 shall be administered in accordance with its existing terms.

(c) Long-Term Incentive Plan. The Executive shall be entitled to participate in the Company's long-term incentive plan in accordance with its terms that may be in effect from time to time and subject to such other terms as the Board of Directors of the Company (the "Board") or the Compensation Committee, in its sole discretion, may approve.

(d) Benefit Plans. The Executive shall be entitled to participate in all employee benefit plans or programs of the Company as are available to other similarly situated executives of the Company, in accordance with the terms of the plans, as may be amended from time to time.

(e) Expenses. The Company shall reimburse the Executive for reasonable travel and other business-related expenses incurred by the Executive in the fulfillment of the Executive's duties hereunder upon presentation of written documentation thereof, in accordance with the business expense reimbursement policies and procedures of the Company as in effect from time to time. Payments with respect to reimbursements of expenses shall be made consistent with the Company's reimbursement policies and procedures.

(f) Vacation; Paid Time Off. The Executive shall be entitled to vacation time and paid time off consistent with the applicable policies of the Company for other similarly situated executives of the Company as in effect from time to time.

3. At-Will Employment; Termination of Employment. The Company and Executive acknowledge that Executive's employment under this Agreement shall be "at-will" as defined under applicable law. This means that it is not for any specified period of time and, subject only to this Section 3, the Company and the Executive shall each have the right to terminate the Executive's employment at any time for any reason or for no reason.

(a) Termination due to Death or Disability. The Executive's employment under this Agreement will automatically terminate upon the Executive's death and may be terminated by the Company or the Executive (subject to Section 3(f)) upon the Executive's Disability (as defined below). In the event the Executive incurs a "Separation from Service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the Executive's death or Disability, the Company shall pay to the Executive (or the Executive's estate, as applicable) the Executive's accrued Base Salary through and including the date of termination and any bonus earned, but unpaid, for the year prior to the year in which the Separation from Service occurs and any other amounts or benefits required to be paid or provided by law or under any plan, program, policy or practice of the Company (collectively, "Accrued Compensation and Benefits"), payable in accordance with Company policies and practices and applicable law, but in no event later than 30 days after the Executive's Separation from Service.

(b) Termination for Cause; Resignation without Good Reason. If the Executive incurs a Separation from Service by reason of the Company's termination of the Executive's employment for Cause or the Executive's resignation other than for Good Reason, the Executive shall only be entitled to payment of the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service, and shall have no further right to receive any other compensation or benefits after such termination or resignation of employment.

(c) Termination without Cause; Resignation for Good Reason Not in the Change in Control Protected Period. If the Executive incurs a Separation from Service that does not occur during the Change in Control Protected Period by reason of the Company's termination of the Executive's employment without Cause or the Executive's resignation for Good Reason, in each case subject to Section 3(f), the Executive shall be entitled to the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service and, subject to Section 3(e), the following:

(i) an amount equal to one times the Executive's then-current Base Salary, payable in accordance with the Company's regular policies and practices in substantially equal monthly installments over a period of 12 months following the Executive's Separation from Service; provided, that such payments will commence within 60 days after the Executive's Separation from Service and, once they commence, will include any unpaid amounts accrued from the date of the Executive's Separation from Service; provided, further, if the foregoing 60-day period spans two calendar years, then the payments will in any event begin in the second calendar year; provided, further, if a "change in the ownership of a corporation," a "change in the effective control of a corporation," or a change in the ownership of

a substantial portion of a corporation's assets," as defined in Treas. Reg. §§1.409A-3(i)(5)(v), 1.409A-3(i)(5)(vi) and 1.409A-3(i)(5)(vi), respectively, occurs with respect to the Company following the Executive's Separation from Service, any unpaid amounts hereunder shall be paid in a single lump sum within 15 days following the consummation of such a transaction;

(ii) subject to the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), reimbursement of the monthly COBRA premium paid by the Executive for the Executive and the Executive's eligible dependents until the earliest of (A) the 12 month anniversary of the Separation from Service, (B) the date the Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer or source;

(iii) the accelerated vesting of a portion of the equity-based compensation awards that were granted prior to the Effective Date and that are then held by the Executive as of the Separation from Service pursuant to any of the Company's long-term incentive plans (the "Existing Equity Awards"), such that (A) any Existing Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the Existing Equity Award that would have vested in the 12-month period immediately following the Separation from Service (or such longer period provided under the applicable Existing Equity Award by its existing terms), and (B) any Existing Equity Award subject to performance-based vesting shall vest, as of the Separation from Service, as to an additional number of shares equal to 25% of the total Existing Equity Award (including the vesting of the next three unvested milestones) (or, if less than 25% of the total Existing Equity Award remains unvested as of the Separation from Service, the Existing Equity Award shall vest in full) (or any remaining unvested milestones if less than three remain); and

(iv) the accelerated vesting of a portion of the equity-based compensation awards granted to the Executive as of or following the Effective Date (the "New Equity Awards"), such that (A) the performance-based restricted stock units that are to be granted at the time of the Company's initial public offering shall vest as to the next four unvested milestones that would have vested immediately following the Separation from Service; (B) any New Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the New Equity Award that would have vested in the 12-month period immediately following the Separation from Service; and (C) any New Equity Award that is subject to performance-based vesting other than the award discussed in subsection (A) above shall vest, as of the Separation from Service, as to 25% of number of milestones under the New Equity Award (or, if less than 25% of the milestones under the New Equity Award remain unvested as of the Separation from Service, the New Equity Award shall vest in full).

(d) Termination without Cause; Resignation for Good Reason in Connection with a Change in Control. If the Executive incurs a Separation from Service during the Change in Control Protected Period by reason of the Company's termination of the Executive's employment without Cause or the Executive's resignation for Good Reason, in each case subject to Section 3(f), the Executive shall be entitled to the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service and, subject to Section 3(e), the following:

(i) an amount equal to the sum of (A) one times the Executive's then-current Base Salary, plus (B) the Executive's target annual bonus for the year in which the Separation from Service occurs, payable in substantially equal monthly installments over a period of 12 months following the Executive's Separation from Service; provided, that such payments will commence within 60 days after the Executive's Separation from Service and, once they commence, will include any unpaid amounts accrued from the date of the Executive's Separation from Service; provided, further, if the foregoing 60-day period spans two calendar years, then the payments will in any event begin in the second calendar year; provided, further, if a "change in the ownership of a corporation" or a "change in the effective control of a corporation" as defined in Treas. Regs. §1.409A-3(i)(5)(v) and §1.409A-3(i)(5)(vi), respectively, occurs with respect to the Company following the Executive's Separation from Service, any unpaid amounts hereunder shall be paid in a single lump sum within 15 days following the consummation of such transaction; provided, further, if the Executive's Separation from Service occurs after a Change in Control that also qualifies as a "change in control event" within the meaning of Treas. Reg. §1.409A-3(i)(5), the foregoing amounts shall be paid in a lump sum;

(ii) subject to the Executive's timely election of continuation coverage under COBRA, reimbursement of the monthly COBRA premium paid by the Executive for the Executive and the Executive's dependents until the earliest of (A) the 12 month anniversary of the Separation from Service, (B) the date the Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer or source;

(iii) the accelerated vesting of a portion of the Existing Equity Awards, such that (A) any Existing Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the Existing Equity Award that would have vested in the 12-month period immediately following the Separation from Service (or such longer period provided under the applicable Existing Equity Award by its existing terms), and (B) any Existing Equity Award subject to performance-based vesting shall vest, as of the Separation from Service, as to an additional number of shares equal to 25% of the total Existing Equity Award (including the vesting of the next three unvested milestones) (or, if less than 25% of the total Existing Equity Award remains unvested as of the Separation from Service, the Existing Equity Award shall vest in full) (or any remaining unvested milestones if less than three remain); and

(iv) the accelerated vesting of the New Equity Awards in full.

(e) Execution and Delivery of Release. The Company shall not be required to make the payments and provide the benefits provided for under Section 3(c) or 3(d) unless the Executive executes and delivers to the Company, within 60 days following the Executive's Separation from Service, a general waiver and release of claims in a form substantially similar to the form attached hereto as Exhibit A and the release has become effective and irrevocable in its entirety. The Executive's failure or refusal to sign the release (or the Executive's revocation of such release) shall result in the forfeiture of the payments and benefits under Sections 3(c) and 3(d).

(f) Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other Party given in accordance with Section 22, except that the Company may waive the requirement for Notice of Termination by the Executive. In the event of a resignation by the Executive without Good Reason, the Notice of Termination shall specify the date of termination, which date shall not be less than 30 days after the giving of such notice, unless the Company agrees to waive any notice period by the Executive.

(g) Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason shall constitute the Executive's resignation from (i) all director, officer or employee positions the Executive has with the Company or any of its subsidiaries or affiliates (the "Company Group") and (ii) all fiduciary positions (including as a trustee) the Executive may hold with respect to any employee benefit plans or trusts established by the Company Group.

4. Definitions.

(a) Cause. For purposes of this Agreement, "Cause" shall mean the termination of the Executive's employment because of:

(i) the Executive's indictment for, or entry of a plea of guilty or no contest or nolo contendere to, any felony (other than a traffic violation) under any state, federal or foreign law or any other crime involving moral turpitude that impairs the Executive's ability to serve as Chief Financial Officer of the Company or would be reasonably likely to cause material harm to the reputation of the Company;

(ii) the Executive's commission of an act of fraud, embezzlement, misappropriation of funds, misrepresentation, malfeasance, breach of fiduciary duty or other willful and material act of misconduct, in each case, that causes or would be reasonably likely to cause material harm to the Company or any of its affiliates;

(iii) any willful, material damage to any property of the Company by the Executive;

(iv) the Executive's willful failure to (A) substantially perform his/her material job functions hereunder (other than any such failure resulting from Executive's Disability) or (B) carry out or comply with a lawful and reasonable directive of the Board;

(v) the Executive's breach of any material written Company policy that materially harms the Company;

(vi) the Executive's unlawful use (including being under the influence) or possession of illegal drugs on the Company's (or any affiliate's) premises or while performing the Executive's duties and responsibilities under this Agreement; or

(vii) the Executive's breach of any material provision of this Agreement, the Confidentiality Agreement (as defined below) or any other written agreement between Executive and the Company.

provided, however, that no act or omission on the Executive's part shall be considered "willful" if it is done by the Executive in good faith and with a reasonable belief that the Executive's conduct was in the best interest of the Company, and provided, further, however, that no event or condition described in clauses (iv) or (v) shall constitute Cause unless (w) the Company gives the Executive written notice of termination of employment for Cause and the grounds for such termination within 180 days of the Board first becoming aware of the event giving rise to such Cause, (x) such grounds for termination are not corrected by the Executive within 30 days of the Executive's receipt of such notice, (y) if the Executive fails to correct such event or condition, the Company gives the Executive at least 30 days' prior written notice of a special Board meeting called to make a determination that the Executive should be terminated for Cause and the Executive and the Executive's legal counsel are given the opportunity to address such meeting prior to a vote of the Board, and (z) a determination that Cause exists is made and approved by the Board.

(b) Change in Control Protected Period. For purposes of this Agreement, "Change in Control Protected Period" shall mean the period beginning three months prior to a Change in Control and ending 12 months following a Change in Control.

(c) Change in Control. For purposes of this Agreement, "Change in Control" shall have the meaning set forth in the Company's 2021 Omnibus Equity Incentive Plan or the successor plan pursuant to which the Executive was, prior to the relevant transaction, most recently granted a long-term incentive award.

(d) Disability. For purposes of this Agreement, "Disability" shall be defined in the same manner as such term or a similar term is defined in the Company long-term disability plan applicable to the Executive.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following events without the Executive's consent:

(i) a reduction in Executive's Base Salary or target annual bonus opportunity;

(ii) a material diminution in the authority, duties or responsibilities of the Executive as contemplated in this Agreement, including the Executive no longer serving as the Chief Financial Officer of the Company or its successor after a Change in Control;

(iii) the relocation of Executive's primary place of employment to a location more than thirty (30) miles from Palo Alto, California; or

(iv) a material breach by the Company of this Agreement, the Confidentiality Agreement (as defined below) or any other written agreement with Executive.

provided, however, that no event or condition described in clause (ii) or (iv) shall constitute Good Reason unless (x) the Executive gives the Company written notice of the Executive's intention to terminate the Executive's employment for Good Reason and the grounds for such Good Reason within 180 days of the Executive first becoming aware of the event giving rise to such Good Reason, (y) such grounds for Good Reason are not corrected by the Company within 30 days of its receipt of such notice, and (z) the Executive actually terminates the Executive's employment for Good Reason on such grounds for Good Reason within 45 days of the Company's failure to correct.

5. Limitations on Severance Payment and Other Payments or Benefits.

(a) Payments. Notwithstanding any provision of this Agreement, if any portion of the severance payments or any other payment under this Agreement, or under any other agreement with the Executive or plan or arrangement of the Company or its affiliates (in the aggregate, "Total Payments"), would constitute an "excess parachute payment" and would, but for this Section 5, result in the imposition on the Executive of an excise tax under Code Section 4999 (the "Excise Tax"), then the Total Payments to be made to the Executive shall either be (i) delivered in full, or (ii) delivered in the greatest amount such that no portion of such Total Payments would be subject to the Excise Tax, whichever of the foregoing (i) or (ii) results in the receipt by the Executive of the greatest benefit on an after-tax basis (taking into account the Executive's actual marginal rate of federal, state and local income taxation and the Excise Tax).

(b) Determinations. Within 30 days following the Executive's termination of employment or notice by one Party to the other of its belief that there is a payment or benefit due to the Executive that will result in an excess parachute payment, the Company, at the Company's expense, shall select a nationally recognized certified public accounting firm or consulting firm (which may be the Company's independent auditors) ("Consulting Firm") reasonably acceptable to the Executive, to determine (i) the Base Amount (as defined below), (ii) the amount and present value of the Total Payments, (iii) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to Section 5(a), and (iv) the net after-tax proceeds to the Executive, taking into account the tax imposed under Code Section 4999 if (x) the Total Payments were reduced in accordance with Section 5(a), or (y) the Total Payments were not so reduced. If the Consulting Firm determines that Section 5(a)(ii) above applies, then the payments upon the Executive's termination of employment hereunder or any other payment or benefit determined by such Consulting Firm to be includable in Total Payments shall be reduced or eliminated so that there will be no excess parachute payment. In such event, payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (1) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (2) cash payments shall be reduced prior to

non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Total Payments (on the basis of the relative present value of the parachute payments).

(c) Definitions and Assumptions. For purposes of this Agreement: (i) the terms "excess parachute payment" and "parachute payments" shall have the meanings assigned to them in Code Section 280G and such "parachute payments" shall be valued as provided therein; (ii) present value shall be calculated in accordance with Code Section 280G(d)(4); (iii) the term "Base Amount" means an amount equal to the Executive's "annualized includible compensation for the base period" as defined in Code Section 280G(d)(1); (iv) for purposes of the determination by the Consulting Firm, the value of any non-cash benefits or any deferred payment or benefit shall be determined in accordance with the principles of Code Sections 280G(d)(3) and (4); and (v) the Executive shall be deemed to pay federal income tax and employment taxes at the Executive's actual marginal rate of federal income and employment taxation, and state and local income taxes at the Executive's actual marginal rate of taxation in the state or locality of the Executive's domicile (determined in both cases in the calendar year in which the termination of employment or notice described in Section 5(b) above is given, whichever is earlier), net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes. The covenants set forth in Sections 6 and 7 of this Agreement have substantial value to the Company and a portion of any Total Payments made to the Executive are in consideration of such covenants. For purposes of calculating the "excess parachute payment" and the "parachute payments", the Parties intend that an amount equal to not less than the Executive's highest annual base salary during the 12-month period immediately prior to the Executive's termination of employment shall be in consideration of the covenants in Sections 6 and 7 below. The Consulting Firm shall consider all relevant factors in appraising the fair value of such covenants and in determining the amount of the Total Payments that shall not be considered to be a "parachute payment" or "excess parachute payment". The determination of the Consulting Firm shall be addressed to the Company and the Executive and such determination shall be binding upon the Company and the Executive.

(d) Amendment. This Section 5 shall be amended to comply with any changes to or successor provisions of Sections 280G or 4999 of the Code in a manner designed to result in Executive's greatest benefit on an after-tax basis.

6. Confidentiality. The Executive previously entered into that certain Employee Invention Assignment and Confidentiality Agreement between the Company and the Executive (the "Confidentiality Agreement"). The Executive agrees (i) that the terms of the Confidentiality Agreement shall continue to apply in full force and effect and inure to the benefit of the Company and (ii) that the Executive shall continue to comply in all respects with the Confidentiality Agreement.

7. Non-Solicitation. The Executive agrees that, during the Executive's employment with the Company and for a period commencing on the Executive's Separation from Service and ending on the first anniversary of the Executive's Separation from Service (the "Restricted Period"), the Executive shall not, directly or indirectly, other than in connection with the proper performance of the Executive's duties in the Executive's capacity as an executive of

the Company, (a) interfere with or attempt to interfere with any relationship between the Company Group and any of its employees, consultants, independent contractors, agents or representatives or (b) encourage, induce, attempt to induce, solicit or attempt to solicit any current or former employee, consultant, independent contractor, agent or representative of the Company Group in a business competitive with the Company Group to leave his, her or its employment or service with the Company Group. As used herein, the term "indirectly" shall include, without limitation, the Executive's grant of permission to use the Executive's name by any competitor of any member of the Company Group to induce or interfere with any employee or any other service provider of any member of the Company Group.

8. Compensation Recovery Policy. The Executive acknowledges and agrees that, to the extent the Company adopts any clawback or similar policy in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, and any rules and regulations promulgated thereunder, the Executive shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement or enforce that policy).

9. Certain Remedies.

(a) Injunctive Relief. Without intending to limit the remedies available to the Company Group, the Executive agrees that a breach of any of the covenants contained in Sections 6 and 7 of this Agreement may result in material and irreparable injury to the Company Group for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, any member of the Company Group shall be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, without bond or other security, restraining the Executive from engaging in activities prohibited by the covenants contained in Sections 6 and 7 of this Agreement or such other relief as may be required specifically to enforce any of the covenants contained in this Agreement. Such injunctive relief in any court shall be available to the Company Group in lieu of, or prior to or pending determination in, any arbitration proceeding.

(b) Extension of Restricted Period. In addition to the remedies the Company may seek and obtain pursuant to this Section 9, the Restricted Period shall be extended by any and all periods during which the Executive shall be found by a court or arbitrator possessing personal jurisdiction over the Executive to have been in violation of the covenants contained in Section 7 of this Agreement.

10. Section 409A of the Code.

(a) General. This Agreement is intended to meet the requirements of Section 409A of the Code and shall be interpreted and construed consistent with that intent.

(b) Deferred Compensation. Notwithstanding any other provision of this Agreement, to the extent that the right to any payment (including the provision of benefits) hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, the payment shall be paid (or provided) in accordance with the following:

(i) If the Executive is a "Specified Employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of the Executive's Separation from Service, then no such payment shall be made or commence during the period beginning on the date of the Executive's Separation from Service and ending on the date that is six months following the Executive's Separation from Service or, if earlier, on the date of the Executive's death. The amount of any payment that would otherwise be paid to the Executive during this period shall instead be paid to the Executive on the fifteenth day of the first calendar month following the end of the period.

(ii) Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A.

(iii) Payments with respect to reimbursements of expenses shall be made in accordance with Company policy and in no event later than the last day of the calendar year following the calendar year in which the relevant expense is incurred. The amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year.

11. Source of Payments. All payments provided under this Agreement, other than payments made pursuant to a plan which provides otherwise, shall be paid in cash from the general funds of the Company, and no special or separate fund shall be established, and no other segregation of assets shall be made, to assure payment. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement or otherwise in connection with the Executive's employment by the Company that cannot be mutually resolved by the Parties and their respective advisors and representatives shall be settled exclusively by arbitration in Santa Clara County, California in accordance with the commercial rules of the American Arbitration Association before one arbitrator of exemplary qualifications and stature, who shall be selected jointly by an individual to be designated by the Company and an individual to be selected by the Executive, or if such two individuals cannot agree on the selection of the arbitrator, who shall be selected by the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereon. Each Party shall bear its own attorney's fees and expenses; provided that the arbitrator may assess the prevailing Party's fees and costs against the non-prevailing Party as part of the arbitrator's award. The Parties agree to abide by all decisions and awards rendered in such proceedings. Decisions and awards rendered by the arbitrator shall be final and conclusive.

13. Non-assignability; Binding Agreement.

(a) By the Executive. This Agreement and any and all rights, duties, obligations or interests hereunder shall not be assignable or delegable by the Executive.

(b) By the Company. This Agreement may be assigned by the Company to any other member of the Company Group.

(c) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties, any successors to or assigns of the Company and the Executive's heirs and the personal representatives of the Executive's estate.

14. Withholding. All payments made or benefits provided to the Executive under this Agreement shall be reduced by any applicable withholding taxes and other authorized deductions.

15. Amendment; Waiver. This Agreement may not be modified, amended or waived in any manner, except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

16. Governing Law. All matters affecting this Agreement, including the validity thereof, are to be subject to, and interpreted and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in the State of California.

17. Survival of Certain Provisions. The rights and obligations set forth in this Agreement that, by their terms, extend beyond the termination of the Executive's employment with the Company shall survive such termination.

18. Entire Agreement; Supersedes Previous Agreements. This Agreement, the Confidentiality Agreement, and any equity award agreements in respect of Existing Equity Awards contain the entire agreement and understanding of the Parties with respect to the matters covered herein and supersede all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof; all other negotiations, commitments, agreements and writings, including the Prior Agreement, shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

19. Counterparts. This Agreement may be executed by either of the Parties in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

20. Headings. The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

21. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:

Intapp, Inc.
3101 Park Blvd.
Palo Alto, CA 94306
Attention: Steven Todd, General Counsel
Email: steven.todd@intapp.com

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attn: Doreen E. Lilienfeld
Email: dlilienfeld@shearman.com

To the Executive:

Stephen Robertson, at the address on file with the Company
Email: stephen.robertson@intapp.com

With a copy to the Executive's counsel:

VLP Law Group LLP
555 Bryant St., Ste 820
Palo Alto, CA 94301-1704
Attn: Mark D. Bradford
Email: mbradford@vlplawgroup.com

All such notices shall be conclusively deemed to be received and shall be effective (i) if sent by hand delivery, upon receipt or (ii) if sent by electronic mail or facsimile, upon receipt by the sender of confirmation of such transmission; provided, however, that any electronic mail or facsimile will be deemed received and effective only if followed, within 48 hours, by a hard copy sent by certified United States mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its officer pursuant to the authority of its Board, and the Executive has executed this Agreement, as of the day and year first written above.

INTAPP, INC.

By: _____
Name:
Title:

EXECUTIVE

_____
Name: Stephen Robertson

Exhibit 10.14

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement"), dated as of June 18, 2021 (the "Effective Date"), is by and between Intapp, Inc., a Delaware corporation (the "Company"), and Thad Jampol (the "Executive") (the Company and the Executive collectively referred to as the "Parties" or individually referred to as a "Party").

WHEREAS, the Executive currently provides services to the Company pursuant to that certain employment agreement between Integration Appliance, Inc., a Delaware corporation (and wholly owned subsidiary of the Company), and the Executive, dated as of December 21, 2012 (the "Prior Agreement"); and

WHEREAS, the Company desires to assure itself of the continued employment of the Executive and the Executive desires to continue to provide services to the Company pursuant to the terms and conditions of this Agreement, which will supersede the Prior Agreement as of the Effective Date.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Employment and Duties.

(a) General. The Executive's employment under this Agreement shall commence on the Effective Date and continue until the date of the Executive's termination of employment. For the avoidance of doubt, the Executive's employment with the Company shall at all times be on an at-will basis and nothing in this Agreement shall provide the Executive the right to employment for any specified period.

(b) Position and Duties. Subject to the terms and conditions hereof, the Executive shall continue to serve as Chief Product Officer of the Company, reporting to the Chief Executive Officer of the Company (the "CEO"). The Executive shall have such duties and responsibilities commensurate with those typically provided by a chief product officer of a company that is required to file reports with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, as may be assigned to the Executive from time to time by the CEO. The Executive's principal place of employment shall be the principal offices of the Company currently located in Palo Alto, California, subject to travel in the performance of the Executive's duties and the business of the Company.

(c) Exclusive Services. For so long as the Executive is employed by the Company, the Executive shall devote the Executive's full business working time, attention and efforts to the Executive's duties hereunder, shall faithfully serve the Company, shall in all respects conform to and comply with the lawful and good faith directions and instructions given to the Executive by the CEO and shall use the Executive's best efforts to promote and serve the interests of the Company. Further, the Executive shall not, directly or indirectly, render services to any other person or organization without the prior written consent of the Company (which shall not be unreasonably withheld) or otherwise engage in activities that would interfere significantly with the faithful performance of the Executive's duties hereunder. Notwithstanding the foregoing, the Executive may (i) serve on corporate, civic or charitable boards, provided that the Executive receives the prior written consent of the CEO to serve on such boards; (ii) manage

personal investments or engage in charitable activities; (iii) make passive investments in venture funds; provided, that, the Executive shall not provide services to, or advise in any capacity, any company in which the investments are made if the company competes with the Company; and (iv) be a passive owner of not more than 2% of the outstanding equity interest in any entity that is publicly traded, so long as the Executive has no active participation in the business of such entity; provided that each of the foregoing activities do not contravene the first sentence of this Section 1(c).

2. Compensation and Other Benefits. Subject to the provisions of this Agreement, the Company shall pay and provide the following compensation and other benefits to the Executive as compensation for services rendered hereunder:

(a) Base Salary. The Company shall pay to the Executive a base salary at the annual rate of $414,700 (the "Base Salary"), payable in substantially equal installments at such intervals in accordance with the Company's ordinary payroll practices as established from time to time. The Compensation Committee of the Board (the "Compensation Committee") shall review the Executive's Base Salary, not less than annually, and may increase (but not decrease) the Executive's Base Salary in its sole discretion.

(b) Bonus. The Executive shall be entitled to participate in the Company's annual incentive bonus plan in accordance with its terms as may be in effect from time to time and subject to such other terms as the Board or the Compensation Committee may approve. For each fiscal year, the Executive shall be eligible to receive a target annual bonus opportunity of 60% of the Executive's Base Salary. The annual incentive bonus plan for the fiscal year ending June 30, 2021 shall be administered in accordance with its existing terms.

(c) Long-Term Incentive Plan. The Executive shall be entitled to participate in the Company's long-term incentive plan in accordance with its terms that may be in effect from time to time and subject to such other terms as the Board of Directors of the Company (the "Board") or the Compensation Committee, in its sole discretion, may approve.

(d) Benefit Plans. The Executive shall be entitled to participate in all employee benefit plans or programs of the Company as are available to other similarly situated executives of the Company, in accordance with the terms of the plans, as may be amended from time to time.

(e) Expenses. The Company shall reimburse the Executive for reasonable travel and other business-related expenses incurred by the Executive in the fulfillment of the Executive's duties hereunder upon presentation of written documentation thereof, in accordance with the business expense reimbursement policies and procedures of the Company as in effect from time to time. Payments with respect to reimbursements of expenses shall be made consistent with the Company's reimbursement policies and procedures.

(f) Vacation; Paid Time Off. The Executive shall be entitled to vacation time and paid time off consistent with the applicable policies of the Company for other similarly situated executives of the Company as in effect from time to time.

3. At-Will Employment; Termination of Employment. The Company and Executive acknowledge that Executive's employment under this Agreement shall be "at-will" as defined under applicable law. This means that it is not for any specified period of time and, subject only to this Section 3, the Company and the Executive shall each have the right to terminate the Executive's employment at any time for any reason or for no reason.

(a) Termination due to Death or Disability. The Executive's employment under this Agreement will automatically terminate upon the Executive's death and may be terminated by the Company or the Executive (subject to Section 3(f)) upon the Executive's Disability (as defined below). In the event the Executive incurs a "Separation from Service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") by reason of the Executive's death or Disability, the Company shall pay to the Executive (or the Executive's estate, as applicable) the Executive's accrued Base Salary through and including the date of termination and any bonus earned, but unpaid, for the year prior to the year in which the Separation from Service occurs and any other amounts or benefits required to be paid or provided by law or under any plan, program, policy or practice of the Company (collectively, "Accrued Compensation and Benefits"), payable in accordance with Company policies and practices and applicable law, but in no event later than 30 days after the Executive's Separation from Service.

(b) Termination for Cause; Resignation without Good Reason. If the Executive incurs a Separation from Service by reason of the Company's termination of the Executive's employment for Cause or the Executive's resignation other than for Good Reason, the Executive shall only be entitled to payment of the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service, and shall have no further right to receive any other compensation or benefits after such termination or resignation of employment.

(c) Termination without Cause; Resignation for Good Reason Not in the Change in Control Protected Period. If the Executive incurs a Separation from Service that does not occur during the Change in Control Protected Period by reason of the Company's termination of the Executive's employment without Cause or the Executive's resignation for Good Reason, in each case subject to Section 3(f), the Executive shall be entitled to the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service and, subject to Section 3(e), the following:

(i) an amount equal to one times the Executive's then-current Base Salary, payable in accordance with the Company's regular policies and practices in substantially equal monthly installments over a period of 12 months following the Executive's Separation from Service; provided, that such payments will commence within 60 days after the Executive's Separation from Service and, once they commence, will include any unpaid amounts accrued from the date of the Executive's Separation from Service; provided, further, if the foregoing 60-day period spans two calendar years, then the payments will in any event begin in the second calendar year; provided, further, if a "change in the ownership of a corporation," a "change in the effective control of a corporation," or a change in the ownership of

a substantial portion of a corporation's assets," as defined in Treas. Reg. §§1.409A-3(i)(5)(v), 1.409A-3(i)(5)(vi) and 1.409A-3(i)(5)(vi), respectively, occurs with respect to the Company following the Executive's Separation from Service, any unpaid amounts hereunder shall be paid in a single lump sum within 15 days following the consummation of such a transaction;

(ii) subject to the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), reimbursement of the monthly COBRA premium paid by the Executive for the Executive and the Executive's eligible dependents until the earliest of (A) the 12 month anniversary of the Separation from Service, (B) the date the Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer or source;

(iii) the accelerated vesting of a portion of the equity-based compensation awards that were granted prior to the Effective Date and that are then held by the Executive as of the Separation from Service pursuant to any of the Company's long-term incentive plans (the "Existing Equity Awards"), such that (A) any Existing Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the Existing Equity Award that would have vested in the 12-month period immediately following the Separation from Service (or such longer period provided under the applicable Existing Equity Award by its existing terms), and (B) any Existing Equity Award subject to performance-based vesting shall vest, as of the Separation from Service, as to an additional number of shares equal to 25% of the total Existing Equity Award (including the vesting of the next three unvested milestones) (or, if less than 25% of the total Existing Equity Award remains unvested as of the Separation from Service, the Existing Equity Award shall vest in full) (or any remaining unvested milestones if less than three remain); and

(iv) the accelerated vesting of a portion of the equity-based compensation awards granted to the Executive as of or following the Effective Date (the "New Equity Awards"), such that (A) the performance-based restricted stock units that are to be granted at the time of the Company's initial public offering shall vest as to the next four unvested milestones that would have vested immediately following the Separation from Service; (B) any New Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the New Equity Award that would have vested in the 12-month period immediately following the Separation from Service; and (C) any New Equity Award that is subject to performance-based vesting other than the award discussed in subsection (A) above shall vest, as of the Separation from Service, as to 25% of number of milestones under the New Equity Award (or, if less than 25% of the milestones under the New Equity Award remain unvested as of the Separation from Service, the New Equity Award shall vest in full).

(d) Termination without Cause; Resignation for Good Reason in Connection with a Change in Control. If the Executive incurs a Separation from Service during the Change in Control Protected Period by reason of the Company's termination of the Executive's employment without Cause or the Executive's resignation for Good Reason, in each case subject to Section 3(f), the Executive shall be entitled to the Accrued Compensation and Benefits, payable in accordance with Company policies and practices and in no event later than 30 days after the Executive's Separation from Service and, subject to Section 3(e), the following:

(i) an amount equal to the sum of (A) one times the Executive's then-current Base Salary, plus (B) the Executive's target annual bonus for the year in which the Separation from Service occurs, payable in substantially equal monthly installments over a period of 12 months following the Executive's Separation from Service; provided, that such payments will commence within 60 days after the Executive's Separation from Service and, once they commence, will include any unpaid amounts accrued from the date of the Executive's Separation from Service; provided, further, if the foregoing 60-day period spans two calendar years, then the payments will in any event begin in the second calendar year; provided, further, if a "change in the ownership of a corporation" or a "change in the effective control of a corporation" as defined in Treas. Regs. §1.409A-3(i)(5)(v) and §1.409A-3(i)(5)(vi), respectively, occurs with respect to the Company following the Executive's Separation from Service, any unpaid amounts hereunder shall be paid in a single lump sum within 15 days following the consummation of such transaction; provided, further, if the Executive's Separation from Service occurs after a Change in Control that also qualifies as a "change in control event" within the meaning of Treas. Reg. §1.409A-3(i)(5), the foregoing amounts shall be paid in a lump sum;

(ii) subject to the Executive's timely election of continuation coverage under COBRA, reimbursement of the monthly COBRA premium paid by the Executive for the Executive and the Executive's dependents until the earliest of (A) the 12 month anniversary of the Separation from Service, (B) the date the Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer or source;

(iii) the accelerated vesting of a portion of the Existing Equity Awards, such that (A) any Existing Equity Award subject only to time-based vesting shall vest, as of the Separation from Service, as to the portion of the Existing Equity Award that would have vested in the 12-month period immediately following the Separation from Service (or such longer period provided under the applicable Existing Equity Award by its existing terms), and (B) any Existing Equity Award subject to performance-based vesting shall vest, as of the Separation from Service, as to an additional number of shares equal to 25% of the total Existing Equity Award (including the vesting of the next three unvested milestones) (or, if less than 25% of the total Existing Equity Award remains unvested as of the Separation from Service, the Existing Equity Award shall vest in full) (or any remaining unvested milestones if less than three remain); and

(iv) the accelerated vesting of the New Equity Awards in full.

(e) Execution and Delivery of Release. The Company shall not be required to make the payments and provide the benefits provided for under Section 3(c) or 3(d) unless the Executive executes and delivers to the Company, within 60 days following the Executive's Separation from Service, a general waiver and release of claims in a form substantially similar to the form attached hereto as Exhibit A and the release has become effective and irrevocable in its entirety. The Executive's failure or refusal to sign the release (or the Executive's revocation of such release) shall result in the forfeiture of the payments and benefits under Sections 3(c) and 3(d).

(f) Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other Party given in accordance with Section 22, except that the Company may waive the requirement for Notice of Termination by the Executive. In the event of a resignation by the Executive without Good Reason, the Notice of Termination shall specify the date of termination, which date shall not be less than 30 days after the giving of such notice, unless the Company agrees to waive any notice period by the Executive.

(g) Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason shall constitute the Executive's resignation from (i) all director, officer or employee positions the Executive has with the Company or any of its subsidiaries or affiliates (the "Company Group") and (ii) all fiduciary positions (including as a trustee) the Executive may hold with respect to any employee benefit plans or trusts established by the Company Group.

4. Definitions.

(a) Cause. For purposes of this Agreement, "Cause" shall mean the termination of the Executive's employment because of:

(i) the Executive's indictment for, or entry of a plea of guilty or no contest or nolo contendere to, any felony (other than a traffic violation) under any state, federal or foreign law or any other crime involving moral turpitude that impairs the Executive's ability to serve as Chief Product Officer of the Company or would be reasonably likely to cause material harm to the reputation of the Company;

(ii) the Executive's commission of an act of fraud, embezzlement, misappropriation of funds, misrepresentation, malfeasance, breach of fiduciary duty or other willful and material act of misconduct, in each case, that causes or would be reasonably likely to cause material harm to the Company or any of its affiliates;

(iii) any willful, material damage to any property of the Company by the Executive;

(iv) the Executive's willful failure to (A) substantially perform his/her material job functions hereunder (other than any such failure resulting from Executive's Disability) or (B) carry out or comply with a lawful and reasonable directive of the Board;

(v) the Executive's breach of any material written Company policy that materially harms the Company;

(vi) the Executive's unlawful use (including being under the influence) or possession of illegal drugs on the Company's (or any affiliate's) premises or while performing the Executive's duties and responsibilities under this Agreement; or

(vii) the Executive's breach of any material provision of this Agreement, the Confidentiality Agreement (as defined below) or any other written agreement between Executive and the Company.

provided, however, that no act or omission on the Executive's part shall be considered "willful" if it is done by the Executive in good faith and with a reasonable belief that the Executive's conduct was in the best interest of the Company, and provided, further, however, that no event or condition described in clauses (iv) or (v) shall constitute Cause unless (w) the Company gives the Executive written notice of termination of employment for Cause and the grounds for such termination within 180 days of the Board first becoming aware of the event giving rise to such Cause, (x) such grounds for termination are not corrected by the Executive within 30 days of the Executive's receipt of such notice, (y) if the Executive fails to correct such event or condition, the Company gives the Executive at least 30 days' prior written notice of a special Board meeting called to make a determination that the Executive should be terminated for Cause and the Executive and the Executive's legal counsel are given the opportunity to address such meeting prior to a vote of the Board, and (z) a determination that Cause exists is made and approved by the Board.

(b) Change in Control Protected Period. For purposes of this Agreement, "Change in Control Protected Period" shall mean the period beginning three months prior to a Change in Control and ending 12 months following a Change in Control.

(c) Change in Control. For purposes of this Agreement, "Change in Control" shall have the meaning set forth in the Company's 2021 Omnibus Equity Incentive Plan or the successor plan pursuant to which the Executive was, prior to the relevant transaction, most recently granted a long-term incentive award.

(d) Disability. For purposes of this Agreement, "Disability" shall be defined in the same manner as such term or a similar term is defined in the Company long-term disability plan applicable to the Executive.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following events without the Executive's consent:

(i) a reduction in Executive's Base Salary or target annual bonus opportunity;

(ii) a material diminution in the authority, duties or responsibilities of the Executive as contemplated in this Agreement, including the Executive no longer serving as the Chief Product Officer of the Company or its successor after a Change in Control;

(iii) the relocation of Executive's primary place of employment to a location more than thirty (30) miles from Palo Alto, California; or

(iv) a material breach by the Company of this Agreement, the Confidentiality Agreement (as defined below) or any other written agreement with Executive.

provided, however, that no event or condition described in clause (ii) or (iv) shall constitute Good Reason unless (x) the Executive gives the Company written notice of the Executive's intention to terminate the Executive's employment for Good Reason and the grounds for such Good Reason within 180 days of the Executive first becoming aware of the event giving rise to such Good Reason, (y) such grounds for Good Reason are not corrected by the Company within 30 days of its receipt of such notice, and (z) the Executive actually terminates the Executive's employment for Good Reason on such grounds for Good Reason within 45 days of the Company's failure to correct.

5. Limitations on Severance Payment and Other Payments or Benefits.

(a) Payments. Notwithstanding any provision of this Agreement, if any portion of the severance payments or any other payment under this Agreement, or under any other agreement with the Executive or plan or arrangement of the Company or its affiliates (in the aggregate, "Total Payments"), would constitute an "excess parachute payment" and would, but for this Section 5, result in the imposition on the Executive of an excise tax under Code Section 4999 (the "Excise Tax"), then the Total Payments to be made to the Executive shall either be (i) delivered in full, or (ii) delivered in the greatest amount such that no portion of such Total Payments would be subject to the Excise Tax, whichever of the foregoing (i) or (ii) results in the receipt by the Executive of the greatest benefit on an after-tax basis (taking into account the Executive's actual marginal rate of federal, state and local income taxation and the Excise Tax).

(b) Determinations. Within 30 days following the Executive's termination of employment or notice by one Party to the other of its belief that there is a payment or benefit due to the Executive that will result in an excess parachute payment, the Company, at the Company's expense, shall select a nationally recognized certified public accounting firm or consulting firm (which may be the Company's independent auditors) ("Consulting Firm") reasonably acceptable to the Executive, to determine (i) the Base Amount (as defined below), (ii) the amount and present value of the Total Payments, (iii) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to Section 5(a), and (iv) the net after-tax proceeds to the Executive, taking into account the tax imposed under Code Section 4999 if (x) the Total Payments were reduced in accordance with Section 5(a), or (y) the Total Payments were not so reduced. If the Consulting Firm determines that Section 5(a)(ii) above applies, then the payments upon the Executive's termination of employment hereunder or any other payment or benefit determined by such Consulting Firm to be includable in Total Payments shall be reduced or eliminated so that there will be no excess parachute payment. In such event, payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (1) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (2) cash payments shall be reduced prior to

non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Total Payments (on the basis of the relative present value of the parachute payments).

(c) Definitions and Assumptions. For purposes of this Agreement: (i) the terms "excess parachute payment" and "parachute payments" shall have the meanings assigned to them in Code Section 280G and such "parachute payments" shall be valued as provided therein; (ii) present value shall be calculated in accordance with Code Section 280G(d)(4); (iii) the term "Base Amount" means an amount equal to the Executive's "annualized includible compensation for the base period" as defined in Code Section 280G(d)(1); (iv) for purposes of the determination by the Consulting Firm, the value of any non-cash benefits or any deferred payment or benefit shall be determined in accordance with the principles of Code Sections 280G(d)(3) and (4); and (v) the Executive shall be deemed to pay federal income tax and employment taxes at the Executive's actual marginal rate of federal income and employment taxation, and state and local income taxes at the Executive's actual marginal rate of taxation in the state or locality of the Executive's domicile (determined in both cases in the calendar year in which the termination of employment or notice described in Section 5(b) above is given, whichever is earlier), net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes. The covenants set forth in Sections 6 and 7 of this Agreement have substantial value to the Company and a portion of any Total Payments made to the Executive are in consideration of such covenants. For purposes of calculating the "excess parachute payment" and the "parachute payments", the Parties intend that an amount equal to not less than the Executive's highest annual base salary during the 12-month period immediately prior to the Executive's termination of employment shall be in consideration of the covenants in Sections 6 and 7 below. The Consulting Firm shall consider all relevant factors in appraising the fair value of such covenants and in determining the amount of the Total Payments that shall not be considered to be a "parachute payment" or "excess parachute payment". The determination of the Consulting Firm shall be addressed to the Company and the Executive and such determination shall be binding upon the Company and the Executive.

(d) Amendment. This Section 5 shall be amended to comply with any changes to or successor provisions of Sections 280G or 4999 of the Code in a manner designed to result in Executive's greatest benefit on an after-tax basis.

6. Confidentiality. The Executive previously entered into that certain Confidential Information and Invention Assignment Agreement between Tsunami Software, Inc., a Delaware corporation (and predecessor to the Company) and the Executive (the "Confidentiality Agreement"). The Executive agrees (i) that the terms of the Confidentiality Agreement shall continue to apply in full force and effect and inure to the benefit of the Company and (ii) that the Executive shall continue to comply in all respects with the Confidentiality Agreement.

7. Non-Solicitation. The Executive agrees that, during the Executive's employment with the Company and for a period commencing on the Executive's Separation from Service and ending on the first anniversary of the Executive's Separation from Service (the "Restricted Period"), the Executive shall not, directly or indirectly, other than in connection with

the proper performance of the Executive's duties in the Executive's capacity as an executive of the Company, (a) interfere with or attempt to interfere with any relationship between the Company Group and any of its employees, consultants, independent contractors, agents or representatives or (b) encourage, induce, attempt to induce, solicit or attempt to solicit any current or former employee, consultant, independent contractor, agent or representative of the Company Group in a business competitive with the Company Group to leave his, her or its employment or service with the Company Group. As used herein, the term "indirectly" shall include, without limitation, the Executive's grant of permission to use the Executive's name by any competitor of any member of the Company Group to induce or interfere with any employee or any other service provider of any member of the Company Group.

8. Compensation Recovery Policy. The Executive acknowledges and agrees that, to the extent the Company adopts any clawback or similar policy in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act, and any rules and regulations promulgated thereunder, the Executive shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement or enforce that policy).

9. Certain Remedies.

(a) Injunctive Relief. Without intending to limit the remedies available to the Company Group, the Executive agrees that a breach of any of the covenants contained in Sections 6 and 7 of this Agreement may result in material and irreparable injury to the Company Group for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, any member of the Company Group shall be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, without bond or other security, restraining the Executive from engaging in activities prohibited by the covenants contained in Sections 6 and 7 of this Agreement or such other relief as may be required specifically to enforce any of the covenants contained in this Agreement. Such injunctive relief in any court shall be available to the Company Group in lieu of, or prior to or pending determination in, any arbitration proceeding.

(b) Extension of Restricted Period. In addition to the remedies the Company may seek and obtain pursuant to this Section 9, the Restricted Period shall be extended by any and all periods during which the Executive shall be found by a court or arbitrator possessing personal jurisdiction over the Executive to have been in violation of the covenants contained in Section 7 of this Agreement.

10. Section 409A of the Code.

(a) General. This Agreement is intended to meet the requirements of Section 409A of the Code and shall be interpreted and construed consistent with that intent.

(b) Deferred Compensation. Notwithstanding any other provision of this Agreement, to the extent that the right to any payment (including the provision of benefits) hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, the payment shall be paid (or provided) in accordance with the following:

(i) If the Executive is a "Specified Employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of the Executive's Separation from Service, then no such payment shall be made or commence during the period beginning on the date of the Executive's Separation from Service and ending on the date that is six months following the Executive's Separation from Service or, if earlier, on the date of the Executive's death. The amount of any payment that would otherwise be paid to the Executive during this period shall instead be paid to the Executive on the fifteenth day of the first calendar month following the end of the period.

(ii) Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A.

(iii) Payments with respect to reimbursements of expenses shall be made in accordance with Company policy and in no event later than the last day of the calendar year following the calendar year in which the relevant expense is incurred. The amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year.

11. Source of Payments. All payments provided under this Agreement, other than payments made pursuant to a plan which provides otherwise, shall be paid in cash from the general funds of the Company, and no special or separate fund shall be established, and no other segregation of assets shall be made, to assure payment. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement or otherwise in connection with the Executive's employment by the Company that cannot be mutually resolved by the Parties and their respective advisors and representatives shall be settled exclusively by arbitration in Santa Clara County, California in accordance with the commercial rules of the American Arbitration Association before one arbitrator of exemplary qualifications and stature, who shall be selected jointly by an individual to be designated by the Company and an individual to be selected by the Executive, or if such two individuals cannot agree on the selection of the arbitrator, who shall be selected by the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereon. Each Party shall bear its own attorney's fees and expenses; provided that the arbitrator may assess the prevailing Party's fees and costs against the non-prevailing Party as part of the arbitrator's award. The Parties agree to abide by all decisions and awards rendered in such proceedings. Decisions and awards rendered by the arbitrator shall be final and conclusive.

13. Non-assignability; Binding Agreement.

(a) By the Executive. This Agreement and any and all rights, duties, obligations or interests hereunder shall not be assignable or delegable by the Executive.

(b) By the Company. This Agreement may be assigned by the Company to any other member of the Company Group.

(c) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties, any successors to or assigns of the Company and the Executive's heirs and the personal representatives of the Executive's estate.

14. Withholding. All payments made or benefits provided to the Executive under this Agreement shall be reduced by any applicable withholding taxes and other authorized deductions.

15. Amendment; Waiver. This Agreement may not be modified, amended or waived in any manner, except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

16. Governing Law. All matters affecting this Agreement, including the validity thereof, are to be subject to, and interpreted and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in the State of California.

17. Survival of Certain Provisions. The rights and obligations set forth in this Agreement that, by their terms, extend beyond the termination of the Executive's employment with the Company shall survive such termination.

18. Entire Agreement; Supersedes Previous Agreements. This Agreement, the Confidentiality Agreement, and any equity award agreements in respect of Existing Equity Awards contain the entire agreement and understanding of the Parties with respect to the matters covered herein and supersede all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof; all other negotiations, commitments, agreements and writings, including the Prior Agreement, shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

19. Counterparts. This Agreement may be executed by either of the Parties in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

20. Headings. The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

21. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:

Intapp, Inc.
3101 Park Blvd.
Palo Alto, CA 94306
Attention: Steven Todd, General Counsel
Email: steven.todd@intapp.com

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attn: Doreen E. Lilienfeld
Email: dlilienfeld@shearman.com

To the Executive:

Thad Jampol, at the address on file with the Company
Email: Thad.Jampol@intapp.com

With a copy to the Executive's counsel:

VLP Law Group LLP
555 Bryant St., Ste 820
Palo Alto, CA 94301-1704
Attn: Mark D. Bradford
Email: mbradford@vlplawgroup.com

All such notices shall be conclusively deemed to be received and shall be effective (i) if sent by hand delivery, upon receipt or (ii) if sent by electronic mail or facsimile, upon receipt by the sender of confirmation of such transmission; provided, however, that any electronic mail or facsimile will be deemed received and effective only if followed, within 48 hours, by a hard copy sent by certified United States mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its officer pursuant to the authority of its Board, and the Executive has executed this Agreement, as of the day and year first written above.

INTAPP, INC.

By: _____
Name:
Title:

EXECUTIVE

_____
Name: Thad Jampol

Mr. Ralph Baxter
Ralph Baxter, Inc.
37 Hamilton Avenue
Wheeling, WV 26003

June 20, 2021

RE: Sixth Amendment to Consulting Agreement dated March 1, 2016

Dear Ralph:

This Sixth Amendment (the "Sixth Amendment") amends the previously signed Consulting Agreement by and between Integration Appliance, Inc. ("Company") and Ralph Baxter, Inc. ("Consultant") dated March 1, 2016, and amended on April 28, 2017, January 1, 2019, April 30, 2019, December 18, 2019 and on June 16, 2020 (as amended, the "Agreement").

1. The parties agree to extend the term of the Agreement. Therefore, Section 6(c) of the Agreement shall be deleted in its entirety and replaced as follows:

"(c) Expiration. Unless terminated earlier, this Agreement will expire on June 30, 2022."

Unless otherwise specified, capitalized terms used herein shall have the meanings set forth in the Agreement. This Sixth Amendment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or pdf signature shall be considered valid as if an original signature.

Except as specifically amended by this Sixth Amendment, the Agreement remains in full force and effect. To the extent that there is any conflict between the provisions of this Sixth Amendment and the Agreement, the provisions of this Sixth Amendment shall prevail.

IN WITNESS WHEREOF, the parties, through the signatures below of their duly authorized officers, have executed this Sixth Amendment as of the dates set forth below.

RALPH BAXTER, INC.

By: /s/ Ralph Baxter
Name: Ralph Baxter
Title: Principal
Date: 20 June 2021

INTEGRATION APPLIANCE, INC.

By: /s/ Steven Todd
Name: Steven Todd
Title: SVP and General Counsel
Date: June 20, 2021

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement No. 333-256812 on Form S-1 of our report dated January 29, 2021 (May 11, 2021, as to the subsequent events described in Note 14 and as to the effects of the adoption of ASC 606 described in Note 2), relating to the financial statements of Intapp, Inc. (formerly LegalApp Holdings, Inc.).

We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

San Jose, California

June 21, 2021