

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

FORM S-8

Registration Statement
under
The Securities Act of 1933

INTAPP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

7372
(Primary Standard Industrial
Classification Code Number)

46-1467620
(I.R.S. Employer
Identification No.)

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)

Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan
Intapp, Inc. 2021 Omnibus Incentive Plan
Intapp, Inc. 2021 Employee Stock Purchase Plan
(Full title of the plans)

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)

With copies to:

Robert Masella
Doreen E. Lilienfeld
Kristina Trauger
Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
212-848-4000

Steven Todd
General Counsel
Intapp, Inc.
3101 Park Blvd.
Palo Alto, CA 94306
(650) 852-0400

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 definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

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 pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.001 per share, each to be issued under the Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan	14,374,616(2)(3)	\$9.76(8)	\$140,296,252.16	\$15,306.32
Common Stock, par value \$0.001 per share, each to be issued under the Intapp, Inc. 2021 Omnibus Incentive Plan	7,093,864(4)(5)	\$28.00(9)	\$198,628,192.00	\$21,670.34
Common Stock, par value \$0.001 per share, each to be issued under the Intapp, Inc. 2021 Employee Stock Purchase Plan	1,466,996(6)(7)	\$23.80(10)	\$34,914,504.80	\$3,809.17
Total	22,935,476	—	\$373,838,948.96	\$40,785.83

- (1) Pursuant to Rule 416 of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement on Form S-8 (this “Registration Statement”) shall also cover any additional shares of common stock, par value \$0.001 per share (“Common Stock”) of Intapp, Inc. (the “Registrant”) that become issuable under the Registrant’s Amended and Restated 2012 Stock Option and Grant Plan (the “2012 Plan”), 2021 Omnibus Incentive Plan (the “2021 Plan”) or 2021 Employee Stock Purchase Plan (the “ESPP”) by reason of any stock dividend, stock split, recapitalization or any other similar transaction that results in an increase in the number of outstanding shares of Common Stock.
- (2) Represents 14,374,616 shares of Common Stock issuable upon the exercise of outstanding stock options granted under the 2012 Plan as of June 25, 2021.
- (3) To the extent that outstanding awards under the 2012 Plan are forfeited, canceled, reacquired by the Company, satisfied without the issuance of shares of Common Stock or are otherwise terminated (other than by exercise), the shares of Common Stock subject to these awards will be available for future issuance under the 2021 Plan. See footnote 4 below.
- (4) Represents 7,093,864 shares of Common Stock initially available for future issuance under the 2021 Plan, which consists of (a) 5,867,985 shares of Common Stock initially available for issuance under the 2021 Plan, (b) 893,072 shares of Common Stock previously reserved but unissued under the 2012 Plan as of June 25, 2021 that are now available for issuance under the 2021 Plan and (c) 332,807 shares of Common Stock authorized by the board of directors of the Registrant (the “Board”) for issuance under the 2012 Plan but not included in the pool of shares available for issuance under the 2012 Plan that are now available for issuance under the 2021 Plan. To the extent that outstanding awards under the 2012 Plan are forfeited, canceled, reacquired by the Company, satisfied without the issuance of shares of Common Stock or are otherwise terminated (other than by exercise), such shares of Common Stock subject to such awards will be available for future issuance under the 2021 Plan.
- (5) The number of shares of Common Stock reserved for issuance under the 2021 Plan shall be cumulatively increased starting on July 1, 2022 and each July 1 thereafter, through (and including) July 1, 2031, by a number of shares of Common Stock of up to 5% of the number of shares of Common Stock issued and outstanding calculated on a fully-diluted basis on the immediately preceding June 30. This explanation is provided for information purposes only. These shares are not being registered on this Registration Statement.
- (6) Represents 1,466,996 shares of Common Stock initially available for future issuance under the ESPP.
- (7) The number of shares of Common Stock reserved for issuance under the ESPP shall be cumulatively increased starting on July 1, 2022 and each July 1 thereafter, through (and including) July 1, 2031, 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 of Common Stock as determined by the person(s) appointed by the Board to administer the ESPP. This explanation is provided for information purposes only. These shares are not being registered on this Registration Statement.

- (8) Estimated in accordance with Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee on the basis of the weighted average exercise price of \$9.76 per share (rounded up to the nearest cent) for outstanding stock options granted under the 2012 Plan.
 - (9) Estimated in accordance with Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee on the basis of the maximum initial public offering price of \$28.00 per share of Common Stock set forth on the cover page of Amendment No. 2 to the Registrant's Registration Statement on Form S-1 filed on June 24, 2021.
 - (10) Estimated in accordance with Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee on the basis of the maximum initial public offering price of \$28.00 per share of Common Stock set forth on the cover page of Amendment No. 2 to the Registrant's Registration Statement on Form S-1 filed on June 24, 2021, multiplied by 85%, which is the percentage of the price per share applicable to purchases under the ESPP.
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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Item 1 and Item 2 of Part I of Form S-8 is omitted from this filing in accordance with Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I will be delivered to the participants in the Plan covered by this Registration Statement as required by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission (the "Commission") are incorporated by reference to this Registration Statement:

- (a) Amendment No. 2 to the Registrant's Registration Statement on Form S-1 filed on June 24, 2021 (File No. 333-256812), which contains audited financial statements for the Registrant's latest fiscal year for which such statements have been filed.
- (b) The Registrant's prospectus to be filed by July 1, 2021, pursuant to Rule 424(b) under the Securities Act, relating to the Registration Statement on Form S-1, as amended (File No. 333-256812).
- (c) The description of the Registrant's Common Stock, which is contained in the Registrant's Registration Statement on Form 8-A filed on June 28, 2021 (File No. 001-40550) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendments or reports filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing or furnishing of such documents; provided, however, that information deemed to have been furnished and not filed shall not be deemed to be incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

See the description of the Registrant's Common Stock contained in the Registration Statement on Form 8-A filed on June 28, 2021 (File No. 001-40550).

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. The Registrant's amended and restated bylaws that will be in effect immediately prior to the completion of the initial public offering provide that the Registrant will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was one of the Registrant's directors or officers or is or was a director or officer of the Registrant serving at the Registrant's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The Registrant's amended and restated bylaws also provide that the Registrant must advance expenses (including attorneys' fees) incurred by a current or former director or officer of the Registrant in advance of the final disposition of any action, suit or proceeding, subject to limited exceptions.

The Registrant intends to enter into separate indemnification agreements with each of its directors and executive officers. These indemnification agreements will require the Registrant, among other things, to indemnify, to the fullest extent permitted by law, its directors and executive officers against any and all expenses and liabilities, including judgments, fines, penalties and amounts paid in settlement of any claim with the approval of the Registrant and counsel fees and disbursements and any liabilities incurred as a result of acting on the Registrant's behalf (as a fiduciary or otherwise) in connection with an employee benefit plan. These indemnification agreements also require the Registrant to advance any expenses incurred by its 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 officer's insurance.

The Registrant maintains insurance policies that provide coverage to its directors and executive officers against loss arising from claims based on acts or omissions in their capacities as directors or officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	Form of Amended and Restated Certificate of Incorporation of the Registrant (1)
4.2	Form of Amended and Restated Bylaws of the Registrant (1)
5.1*	Opinion of Shearman & Sterling LLP
23.1*	Consent of Shearman & Sterling LLP (contained in Exhibit 5.1)
23.2*	Consent of Deloitte & Touche LLP, independent registered public accounting firm
24.1*	Power of Attorney (contained on the signature page hereto)
99.1*	Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan
99.2*	Intapp, Inc. 2021 Employee Stock Purchase Plan
99.3*	Intapp, Inc. 2021 Omnibus Incentive Plan
99.4*	Form of Restricted Share Unit Award Agreement under the 2021 Omnibus Incentive Plan
99.5*	Form of Performance Share Unit Award Agreement under the 2021 Omnibus Incentive Plan
99.6*	Form of Stock Option Award Agreement under the 2021 Omnibus Incentive Plan

* Filed herewith.

(1) Incorporated by reference to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (Registration Statement No. 333-256812) filed with the Commission on June 21, 2021.

Item 9. Undertakings.

(1) The undersigned Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs 1(a)(i) and 1(a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(2) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) 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 foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission 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, 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.

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 this 29th day of June, 2021.

INTAPP, INC.

By: /s/ Stephen Robertson
Name: Stephen Robertson
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints John Hall and Stephen Robertson, each as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) under the Securities Act of 1933 increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact, proxy and agent, or his or her substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ John Hall</u> John Hall	Chief Executive Officer and Director (principal executive officer)	June 29, 2021
<u>/s/ Stephen Robertson</u> Stephen Robertson	Chief Financial Officer (principal financial officer)	June 29, 2021
<u>/s/ Kalyani Tandon</u> Kalyani Tandon	Chief Accounting Officer (principal accounting officer)	June 29, 2021
<u>/s/ Chris Gaffney</u> Chris Gaffney	Director	June 29, 2021
<u>/s/ Derek Schoettle</u> Derek Schoettle	Director	June 29, 2021
<u>/s/ Mukul Chawla</u> Mukul Chawla	Director	June 29, 2021
<u>/s/ Charles Moran</u> Charles Moran	Director	June 29, 2021

SHEARMAN & STERLING LLP

599 LEXINGTON AVENUE
NEW YORK, NY 10022-6069
+1.212.848.4000

June 29, 2021

Intapp, Inc.
3101 Park Blvd.
Palo Alto, CA 94306

Ladies and Gentlemen:

We are acting as counsel for Intapp, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing by the Company of a registration statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to up to 22,935,476 shares of common stock, \$0.001 par value per share, of the Company (the "Shares") that may be delivered from time to time pursuant to the Intapp, Inc. Amended and Restated 2012 Stock Option and Grant Plan, the Intapp, Inc. 2021 Omnibus Incentive Plan and the Intapp, Inc. 2021 Employee Stock Purchase Plan (together, the "Plans"). In connection with the foregoing, we have reviewed originals or copies identified to our satisfaction of the following documents:

- (a) The Registration Statement;
- (b) The certificate of incorporation and by-laws of the Company, in each case as amended; and
- (c) Originals or copies of such other corporate records of the Company, certificates of public officials and of officers of the Company, and agreements and other documents as we have deemed necessary as a basis for the opinions expressed below.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with originals of all documents submitted to us as copies.

Our opinion set forth below is based on the text of the Plans as referenced in the Exhibit Index to the Registration Statement.

Our opinion expressed below is limited to the General Corporation Law of the State of Delaware, and we do not express any opinion herein concerning any other law.

Based upon and subject to the foregoing and having regard for such legal considerations as we have deemed relevant, we are of the opinion that authorized but not previously issued Shares which may be delivered under the Plans have been duly authorized by the Company and, when (a) issued and delivered by the Company in accordance with the terms of the Plans and (b) paid for in full in accordance with the terms of the Plans, will be validly issued, fully paid and non-assessable.

This opinion letter speaks only as of the date hereof. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact that may occur after the date of this opinion letter that might affect the opinions expressed herein.

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Shearman & Sterling LLP is a limited liability partnership organized in the United States under the laws of the state of Delaware, which laws limit the personal liability of partners.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby concede that we come within the category of persons whose consent is required by the Securities Act or the General Rules and Regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Shearman & Sterling LLP

Shearman & Sterling LLP

SHEARMAN.COM

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 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.) appearing in Amendment No. 2 to Registration Statement No. 333-256812 of Intapp, Inc. on Form S-1.

/s/ DELOITTE & TOUCHE LLP

San Jose, California

June 29, 2021

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*”). 1,466,996 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.

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 7,093,864 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 7,093,864 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 3.3(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 3.3.

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 3.3.

(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 3.3.

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 3.3) 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 23.33 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 3.3; 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; and
- 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.

The parties agree as follows:

1. **Grant of the RSUs.** The Company grants to the Participant, on the terms and conditions of the Plan, the Grant Notice and 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 in accordance with Section 5 and the settlement provisions set forth in the Grant Notice.

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. The sale of Shares described in the Automatic Sale Instructions executed by the Participant in the Grant Notice shall be the method of satisfying such withholding tax or other withholding liabilities.

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; and
- 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 the Plan, the Grant Notice and this Agreement.

The parties agree as follows:

1. **Grant of the PSUs.** The Company grants to the Participant, on the terms and conditions of the Plan, the Grant Notice and 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 (to the extent the PSU is earned and vested), subject to the terms of the Plan, the Grant Notice and this Agreement.

2. **Performance Criteria and Earning of PSUs.** The performance criteria for the earning of PSUs shall be as set forth in the Grant Notice. The Participant shall earn the number of PSUs (calculated as a percentage of the Target Award Opportunity) that corresponds to the level of achievement of the performance criteria as set forth in the Grant Notice, subject to certification of performance by the audit committee of the Board and other terms and conditions (including any tolling provisions) set forth in the Grant Notice.

3. **Vesting of Earned PSUs; Payment Form and Timing of Award.** Subject to the Participant’s continued employment with or service to the Company through the applicable Vesting Date, and subject to the terms of the Plan, the Grant Notice and the Award Agreement, the number of PSUs earned as determined in accordance with the performance criteria set forth in the Grant Notice shall vest on the Vesting Dates set forth in the Grant Notice. The PSUs shall be settled in the following manner and subject to the following conditions:

(a) **Timing.** The Participant’s earned and vested PSUs shall be distributed in Shares in accordance with Section 4 and the settlement provisions set forth in the Grant Notice.

(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 the Grant Notice or 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 delivery of Shares in settlement of PSUs, the Participant shall not have any rights as a shareholder of the Company in connection with the 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. The sale of Shares described in the Automatic Sale Instructions executed by the Participant in the Grant Notice shall be the method of satisfying such withholding tax or other withholding liabilities.

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 15 does not create an obligation of the Company to modify the Plan, the Grant Notice 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; and
- 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.

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 Option 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.
