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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

Intapp, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

45827U109

(CUSIP Number)

Great Hill Partners, L.P.

Attn: John S. Dwyer

200 Clarendon Street, 29th Floor,

Boston, MA 02116

(617) 790-9400

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 15, 2024

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 Names of Reporting Persons

Great Hill Investors, LLC

2 Check the Appropriate Box if a Member of a Group

(a)
(b)

3 SEC Use Only

4 Source of Funds (See Instructions)

OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Massachusetts

7 Sole Voting Power

23,957

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY EACH
REPORTING
PERSON
WITH**

8 Shared Voting Power

0

9 Sole Dispositive Power

23,957

10 Shared Dispositive Power

0

11 Aggregate Amount Beneficially Owned by Each Reporting Person

23,957

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

Less than 0.1%

14 Type of Reporting Person

OO (Limited Liability Company)

1 Names of Reporting Persons

Great Hill Equity Partners IV, L.P.

2 Check the Appropriate Box if a Member of a Group

(a)
(b)

3 SEC Use Only

4 Source of Funds (See Instructions)

OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Delaware

7 Sole Voting Power

0

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY EACH
REPORTING
PERSON
WITH**

8 Shared Voting Power

6,703,064

9 Sole Dispositive Power

0

10 Shared Dispositive Power

6,703,064

11 Aggregate Amount Beneficially Owned by Each Reporting Person

6,703,064

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

9.2%

14 Type of Reporting Person

PN

1 Names of Reporting Persons

Great Hill Partners GP IV, L.P.

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)

OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Delaware

7 Sole Voting Power

0

8 Shared Voting Power

6,703,064

9 Sole Dispositive Power

0

10 Shared Dispositive Power

6,703,064

11 Aggregate Amount Beneficially Owned by Each Reporting Person

6,703,064

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

9.2%

14 Type of Reporting Person

PN

1 Names of Reporting Persons

GHP IV, LLC

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)

OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Delaware

7 Sole Voting Power

0

8 Shared Voting Power

6,703,064

9 Sole Dispositive Power

0

10 Shared Dispositive Power

6,703,064

11 Aggregate Amount Beneficially Owned by Each Reporting Person

6,703,064

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)

9.2%

14 Type of Reporting Person

OO (Limited Liability Company)

Explanatory Note

This Amendment No. 4 to Schedule 13D (this “Amendment No. 4”) amends and supplements the statement on Schedule 13D filed with the United States Securities and Exchange Commission on July 2, 2021 (as amended to date, the “Schedule 13D”), relating to the common stock, par value \$0.001 per share (the “Common Stock”), of Intapp, Inc., a Delaware corporation (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented with the following:

The 10b5-1 Plan

On March 15, 2024, Great Hill Equity Partners IV, L.P. (“GHEP IV”) and Great Hill Investors, LLC (“GHI” and, together with GHEP IV, the “Great Hill Parties”) entered into a 10b5-1 plan (the “10b5-1 Plan”), pursuant to which the Great Hill Parties may make periodic sales of up to 3,000,000 shares of Common Stock. The amount and timing of sales pursuant to the 10b5-1 Plan, if any, may vary and will be determined based on market conditions, including the market price of the Common Stock, as well as other factors.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by reference to the full text of the 10b5-1 Plan, which is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

Item 5(a) – (c) of the Schedule 13D is hereby amended and supplemented with the following:

(a) – (b)

The following sets forth, as of the date of this Amendment No. 4, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 73,015,313 shares of Common Stock outstanding as of February 29, 2024 and after the March 2024 Offering, as disclosed in the Issuer's prospectus supplement dated March 4, 2024, filed with the Securities and Exchange Commission on March 6, 2024.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition	Shared power to dispose or to direct the disposition
Great Hill Investors, LLC	23,957	*	23,957	0	23,957	0
Great Hill Equity Partners IV, L.P.	6,703,064	9.2%	0	6,703,064	0	6,703,064
Great Hill Partners GP IV, L.P.	6,703,064	9.2%	0	6,703,064	0	6,703,064
GHP IV, LLC	6,703,064	9.2%	0	6,703,064	0	6,703,064

* Less than 0.1%

GHI is the record holder of 23,957 shares of Common Stock. GHEP IV is the record holder of 6,670,294 shares of Common Stock. Pursuant to its amended and restated limited partnership agreements, GHEP IV may also be deemed to beneficially own (i) 16,385 shares of Common Stock held of record by Christopher Gaffney, and (ii) 16,385 shares of Common Stock held of record by Derek Schoettle. Each of Christopher Gaffney, who serves as Manager of GHI and GHP IV, and Derek Schoettle, who serves as Growth Partner of Great Hill Partners, L.P., serves on the Issuer's Board. The amount of shares of Common Stock reported herein as beneficially owned by GHEP IV excludes 5,624 restricted share units granted to, and held directly by, each of Mr. Gaffney and Mr. Schoettle (11,248 restricted share units in the aggregate), where each restricted share unit represents a contingent right to receive one share of Common Stock, because such restricted share units do not vest within sixty days.

GHP IV is the general partner of GHP GP IV, which is the general partner of GHEP IV. Voting and investment determinations with respect to the securities held of record by GHEP IV are made by the managers of GHP IV. Voting and investment determinations with respect to the securities held of record by GHI are made by the managers of GHI. As such, each of the foregoing entities, the managers of GHP IV and the managers of GHI may be deemed to share beneficial ownership of the securities held of record by GHEP IV and GHI. Each of them disclaims beneficial ownership of any such securities, and the filing of this Amendment No. 4 shall not be construed as an admission that any such person is the beneficial owner of such securities for purposes of Section 13(d) or Section 13(g) of the Act or for any other purposes.

(c) None.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented with the following:

Item 4 above summarizes certain provisions of the 10b5-1 Plan and is incorporated herein by reference. A copy of the 10b5-1 Plan is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented with the following:

Exhibit Number	Description
7	10b5-1 Plan, dated March 15, 2024.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 19, 2024

GREAT HILL INVESTORS, LLC

By: /s/ John S. Dwyer
Name: John S. Dwyer
Title: Authorized Signatory

GREAT HILL EQUITY PARTNERS IV, L.P.

By: /s/ John S. Dwyer
Name: John S. Dwyer
Title: Authorized Signatory

GREAT HILL PARTNERS GP IV, L.P.

By: /s/ John S. Dwyer
Name: John S. Dwyer
Title: Authorized Signatory

GHP IV, LLC

By: /s/ John S. Dwyer
Name: John S. Dwyer
Title: Authorized Signatory

**Intapp, Inc Stock Sale Plan for
Great Hill Partners**

This Stock Sale Plan (this “*Plan*”) is entered into this 15th day of March 2024 (“*Adoption Date*”) between Great Hill Equity Partners IV, LP and Great Hill Investors, LLC (the “*Participants*” or “*GHP Funds*”) and Piper Sandler & Co. (the “*Broker*”).

Recitals

The Participants desire to establish this Plan to sell shares of common stock (the “*Stock*”), of Intapp, Inc. (the “*Issuer*”).

The Participants desire to engage the Broker to effect sales of shares of the Stock in accordance with this Plan.

The Stock is principally traded on the Nasdaq Global Select Market (the “*Exchange*”).

Agreement

Therefore, the Participants and the Broker hereby agree as follows:

1. The Broker shall use its best efforts, consistent with ordinary principles of best execution, to effect planned transactions in the Stock (each, a “*Planned Transaction*”) pursuant to the instructions set forth on Attachment A (the “*Instructions*”) commencing on the date set forth in the Instructions.

Subject to the Instructions, the Broker shall in its sole discretion choose the time(s) at which Planned Transaction(s) shall occur, whether to effect a Planned Transaction in bulk sales or smaller increments depending on market demand and the price at which any Planned Transaction is effected. All shares shall be traded on a not-held basis. The sale of the Stock pursuant to this Plan shall be executed by the Broker without prior consultation with or notice to the Participants. If any of the Instructions, either read separately or read in conjunction with the rest of this Plan, would result in conflicting, ambiguous or confusing directions, the Participants hereby authorizes the Broker to use its discretion to effect that portion of the Instructions as the Broker so determines. The Participants shall not attempt to exercise any influence over how, when or whether to effect Planned Transactions pursuant to this Plan. The Participants will not, directly or indirectly, communicate any material nonpublic information about the Stock or the Issuer to any employee of Broker other than an investment banking employee.

2. This Plan shall become effective on the date hereof and shall terminate as described in Attachment A. Notwithstanding the provisions in Attachment A, the Participants may terminate this Plan at any time by providing written notice of termination prior to the requested date of termination.

3. The Participants understand that if the Broker is not able to effect part or all of a Planned Transaction due to a market disruption or a legal, regulatory, or contractual restriction applicable to the Broker or due to the exercise of any time/price discretion granted to the Broker under this Plan, then such Planned Transaction shall be suspended during such event. The Broker shall effect such Planned Transaction, or part thereof, as promptly as practical after the cessation or termination of such market disruption, applicable restriction, or other event, provided that no such Planned Transaction shall be effected after the termination of this Plan.

4. The Participants represent and warrant that the Participants:

(a) are not aware of any material nonpublic information with respect to the Stock or the Issuer and during the term of the Plan will not, directly or indirectly, communicate any material nonpublic information relating to the Stock or the Issuer to any employee of the Broker [other than an investment banking employee];

(b) adopted this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of SEC Rule 10b5-1;

(c) adopted this Plan in compliance with the requirements of SEC Rule 10b5-1;

(d) have selected a trading commencement date set forth on the Instructions that complies with the applicable cooling off period under SEC Rule 10b5-1(c)(1)(i)(B).

(e) have no other outstanding contracts, instructions, or plans that would qualify for the affirmative defense under SEC Rule 10b5-1(c)(1) for purchases or sales of Issuer securities, including the Stock, on the open market except as permitted by SEC Rule 10b5-1(c)(1)(ii)(D) and, while this Plan is in effect, will not enter into any such contracts, instructions, or plans;

(f) if this Plan is a single trade arrangement as defined in SEC Rule 10b5-1(c)(1)(ii)(E) (a “*Single Trade Plan*”), have not entered into a Single Trade Plan during the prior 12-month period except as permitted by SEC Rule 10b5-1(c)(1)(ii)(D)(3) for certain sell-to-cover transactions.

(g) are not subject to any legal, regulatory, or contractual restrictions or undertakings that would prevent the Broker from conducting the Planned Transactions in accordance with this Plan;

(h) own free and clear of any liens, claims or encumbrances the shares of Stock to be sold under this Plan subject, in the case of shares of Stock underlying stock options to be exercised pursuant to this Plan, only to the compliance by the Participants with the exercise provisions of such options;

(i) are or are not an affiliate of the Issuer for purposes of SEC Rule 144 as indicated on the Instructions;

(j) are currently able to purchase and sell shares of Stock in accordance with the Issuer’s insider-trading policies.

5. The Participants shall immediately notify the Broker if the Participants become subject to a legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from making Planned Transactions under this Plan, and, in such a case, the Participants and the Broker shall cooperate to amend or otherwise revise this Plan to take account of the restriction or undertaking (but neither party shall be obligated to take any action that would be inconsistent with SEC Rule 10b5-1(c)).

6. It is the parties' intent that this Plan comply with the requirements of SEC Rule 10b5-1(c)(1) and this Plan shall be interpreted to comply with the requirements thereof. Any provision of this Plan that cannot be construed in accordance with Rule 10b5-1(c) shall be void.

7. The shares of Stock are to be sold under this Plan are registered for resale by Participants pursuant to a prospectus that forms a part of a registration statement on Form [S-1, S-3, F-3 etc.] (File Number) under the Securities Act having the registration statement number set forth in the Instructions. With respect to shares of Stock, the offer and sale of which are registered on a registration statement under the Securities Act, the Broker agrees to comply with any applicable prospectus delivery requirements related thereto and the Broker further acknowledges that the shares of Stock subject to the Planned Transaction are currently so registered.

For any Form 144 required to be filed electronically with EDGAR, the Participants has indicated on the Instructions whether the Participants (or a filing agent, other than the Broker, on behalf of the Participants) or the Broker (as filing agent for the Participants) will make such filing. For filings to be made by the Participants (or a filing agent, other than the Broker, on behalf of the Participants), the Broker will use its reasonable best efforts to notify promptly the designated individuals of the Issuer of the relevant trade details of any Planned Transaction on the date of execution of such Planned Transaction. For filings to be made by the Broker (as filing agent for the Participants), the Participants represent that the Participants have an account with EDGAR for filing Forms 144 for sales under this Plan and agree to maintain the account with EDGAR for the term of the Plan, or such earlier date when the Participants cease to be an "affiliate" of the Issuer, so that Forms 144 may be filed for any sale of Stock under this Plan. The Participants has provided to the Broker the Participants's EDGAR access codes (i.e., EDGAR account number (CIK) and CIK Confirmation Code (CCC)) and the Issuer's EDGAR account number (CIK).

8. The Participants acknowledge that the Issuer may suspend the Planned Transactions at such times and for such periods as may be advisable to ensure compliance with, among other things, applicable securities laws and regulations, rules of the Exchange, or contractual or accounting requirements in connection with acquisitions or dispositions by the Issuer or the Issuer's purchases or sales of its securities. Any such suspension shall be communicated to the Broker in writing by the Issuer's General Counsel or other appropriate compliance officer and shall contain an acknowledgment that such suspension is being made in accordance with Rule 10b5-1(c).

9. The Broker agrees not to use any information about the Planned Transactions in connection with purchases or sales of, or trading in, any securities of the Issuer, or derivative securities thereof, or provide other people with such information or recommend that other people buy or sell securities based upon such information.

10. The Participants agree to make, or to assist the Issuer in making, all filings required under Sections 13(d) and 16 of the Securities Exchange Act of 1934 (*e.g.*, Forms 4 and 5) with respect to the Planned Transactions. The Broker shall have no responsibility for any such filings. However, as a courtesy to the Participants, the Broker will use its reasonable best efforts to notify the designated individuals of the Issuer of the relevant trade details of any Planned Transaction no later than 24 hours from the date of execution of such Planned Transaction. The Broker will notify the individual(s) designated on the Instructions by email:

John Dwyer
E-mail address: [REDACTED]
Phone number: [REDACTED]

Rebecca Keddy
E-mail address: [REDACTED]
Phone number: [REDACTED]

Peter Garran
E-mail address: [REDACTED]
Phone number: [REDACTED]

11. All share numbers and dollar amounts set forth in this Plan shall automatically be adjusted to reflect stock splits, stock dividends, and similar events occurring after the date hereof.

12. The Participants may trade in securities of the Issuer in addition to the Planned Transaction, provided that the Participants comply with the insider-trading policies of the Issuer and applicable regulatory requirements and the Participants do not enter into or alter a corresponding or hedging transaction or position with respect to the Planned Transactions. The Participants agree to promptly notify the Broker of any transaction in the Stock by the Participants other than a Planned Transaction pursuant to this Plan.

13. This Plan may be amended only by a writing executed by the Participants and the Broker that is acknowledged by the Issuer. Any such written amendment modifying or changing the amount, price, or timing of the sale of Stock under this Plan shall contain the Participants' representation that the Participants know of no material nonpublic information regarding the Stock or the Issuer as of the date thereof and that the amendment is adopted in good faith and not as part of a plan or scheme to evade the prohibitions of SEC Rule 10b5-1.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Plan as of the date first written above.

Great Hill Equity Partners IV, LP

By: Great Hill Partners GP IV, LP, its General Partner

By: GHP IV, LLC, its General Partner

/s/ Christopher S. Gaffney

By: Christopher S. Gaffney

Its: Manager

Great Hill Investors, LLC

/s/ Christopher S. Gaffney

By: Christopher S. Gaffney

Its: Manager

Piper Sandler & Co.

/s/ Mark Cieciora

By: Mark Cieciora

Its: Managing Director
