AvePoint

APP SOFTWARE LICENSE AGREEMENT

This App Software License Agreement (the "Agreement") is made by and between AvePoint, Inc., a Delaware company, with offices at Harborside Financial Center, Plaza 10, 3 Second Street, 9th Floor, Jersey City, New Jersey 07311 on behalf of it and its global Affiliates and subsidiaries (collectively, "AvePoint"), and the company or entity downloading, installing and/or using certain of AvePoint's Licensed Property ("Customer"). This Agreement is effective immediately upon installation of the Licensed Property (the "Effective Date").

> WHEREAS, AvePoint has developed and is the owner of certain software products and apps (the Software, as defined below);

> WHEREAS, Customer desires a non-exclusive license to use some of the products of the Software known as the Licensed Property (as defined below); and

> WHEREAS, AvePoint is willing to grant such a license on the terms and conditions set forth below.

> NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, AvePoint and Customer agree as follows:

1. **DEFINITIONS**

   For purposes of this Agreement,

   1.1 "**Affiliate**" shall mean, with respect to any person, any other person that controls or is controlled by or under common control with such Person; provided, that a person shall be deemed to be an Affiliate only so long as such control exists. For the purposes of this definition, "person" means any individual, corporation, partnership, or limited liability company; and "control," when used with respect to any Person, means ownership of at least fifty percent (50%) of the voting stock, shares or other equity interest in the controlled Person and possession of the power to direct or cause the direction of the management and policies of the controlled Person.

   1.2 "**Authorized Users**" shall mean Customer's employees, and those consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Customer.

   1.3 "**Documentation**" shall mean the end user documentation delivered with the Software, if any.

   1.4 "**Internal Use**" means use of the Licensed Property by employees of Customer in Customer's internal operations but does not include access of the Licensed Property by, or use of the Licensed Property in the provisions of services to, Customer's clients or customers. Internal Use also includes use of the Licensed Property by contractors of Customer, including contractors providing outsourcing or hosting services, as long as Customer assumes full responsibility for the

compliance with this Agreement in such use. Use of the Licensed Property (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

1.5 "**Licensed Property**" shall mean the portion of the Software and the Documentation, if any, to which Customer has received and installed a License. Licensed Property shall include any updates or upgrades to the Licensed Property that AvePoint may at its discretion deliver to Customer.

1.6 "**Software**" shall mean the object code (machine readable) version of any computer programs or apps offered by AvePoint and any ancillary data files, modules, libraries, tutorial or demonstration programs or other components and copies of any of the foregoing or portions thereof.

2. **GRANT OF LICENSE**

2.1 **Grant; Limitations.** Subject to the observance by Customer of the terms and conditions of this Agreement, AvePoint hereby grants to Customer a perpetual, non-exclusive, non-transferable (except as set forth in Section 8.4) license to use the Licensed Property solely for Customer's Internal Use.

Customer may grant sublicenses hereunder to its Affiliates for use in accordance with the terms of this Agreement, as long as Customer assumes full responsibility for the compliance of such Affiliate with this Agreement. No other sublicensing of use or access is permitted.

2.2 **Data Collection.** To the extent that the Licensed Property is used by Customer to collect data of Authorized Users, Customer shall be responsible for determining the site(s) for such data storage. AvePoint hereby disclaims responsibility for the collection, storage and management of Authorized User data and any liability therewith. Any such data collected by the Licensed Property shall be automatically delivered to such data storage site(s) as determined in Customer's sole discretion.

2.3 **License Restrictions.** Any use of the Licensed Property not expressly permitted by this Agreement is prohibited. Without limiting the generality of the foregoing, Customer shall not:

(a) permit persons other than Authorized Users to access or use the Licensed Property (or any part thereof); or

(b) remove or modify any program markings or any notice of AvePoint or its licensors' proprietary rights; or

(c) cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or

       (d)   use the Licensed Property (or any part thereof) in breach of any applicable laws or regulations.

2.4   **No Other License.** Except as expressly set forth in this Agreement, no license is granted and none shall be deemed granted by implication, estoppel or otherwise.

2.5   **Delivery.** AvePoint shall make the Licensed Property available to Customer on the applicable app store by electronic download.

2.6   **Services.** AvePoint is under no obligation to provide any services to Customer with respect to the Licensed Property (including, without limitation, any installation of the Software or Licensed Property, training or maintenance). AvePoint may offer or provide services to Customer hereunder in AvePoint's sole discretion, the terms and fees for which shall be set forth in writing between the parties.

2.7   **Fees.** Should AvePoint, in its sole discretion, determine that a license fee is due and payable by Customer, such amounts shall be as set forth in writing by AvePoint and shall be due within thirty (30) days of the date of such writing. Customer agrees to pay any sales, value-added or other similar taxes imposed by applicable law that AvePoint must pay based on the Licensed Property and/or services ordered by Customer, except for taxes based on AvePoint's income. Customer agrees to indemnify AvePoint as to all such taxes.

3.   **PROPERTY RIGHTS; PROHIBITIONS AS TO LICENSED PROPERTY**

3.1   **Property Rights.** AvePoint or its licensors retain all ownership and intellectual property rights to the Software and Licensed Property. Third party technology that may be appropriate or necessary for use with the Licensed Property is specified in the Documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this Agreement. Any Authorized User data collected by the Customer using the Licensed Property shall remain the property of Customer.

3.2   **Trade Secrets.** Customer agrees that the Software and all associated trade secrets, including but not limited to the Licensed Property, its configurations, architecture, communications and performance benchmarks, are the exclusive property of AvePoint. Customer agrees not to disclose, disseminate, transmit via any medium whatsoever, or make available the Software, Licensed Property or any associated trade secrets to any third party without AvePoint's prior written consent.

4.   **NO WARRANTY AND DISCLAIMER**

THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE LICENSED PROPERTY, IS PROVIDED TO CUSTOMER ON AN "AS IS" "WHERE IS" BASIS WITHOUT WARRANTY AND CUSTOMER'S USE THEREOF IS AT ITS OWN

RISK. AVEPOINT DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CUSTOMER RELEASES AND WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AVEPOINT DOES NOT WARRANT THAT THE LICENSED PROPERTY IS ACCURATE OR WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY CUSTOMER OR IN COMBINATION WITH OTHER SOFTWARE, OR WILL OPERATE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, AVEPOINT DOES NOT WARRANT THAT ANY SOFTWARE ERRORS, DEFECTS OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES AVEPOINT ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY. AVEPOINT MAKES NO WARRANTY, AND CUSTOMER ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF ANY DATA AND THE RESULTS, CAPABILITIES, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE LICENSED PROPERTY. IN NO EVENT SHALL AVEPOINT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OR PERFORMANCE OF THE LICENSED PROPERTY.

5.   **LIMITATION OF LIABILITY**

EXCEPT WITH RESPECT TO A BREACH OF SECTION 2 OR 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ADDENDUM HERETO OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, DAMAGE OR LOSS OR DESTRUCTION OF DATA OR LOSS OF USE OF THE LICENSED PROPERTY, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AVEPOINT HAVE ANY LIABILITY TO CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO AVEPOINT UNDER THIS AGREEMENT.

6.   **TERM AND TERMINATION**

Term. This Agreement shall remain in full force and effect from the Effective Date unless terminated pursuant to this Section.

6.1   **Termination of License.** This Agreement and the License and other rights granted hereunder may be terminated immediately by AvePoint at any time and

without cause by providing Customer ten (10) days prior written notice of its intent to do so. AvePoint may also terminate this Agreement and the License and other rights granted hereunder in the event Customer breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days of receipt of notice from AvePoint declaring and setting forth the nature of such breach.

6.2 **Effect of Termination of License**. Immediately upon any termination, cancellation or expiration of this Agreement or of any License granted hereunder for any reason:

(a)   all rights and Licenses granted to Customer under this Agreement shall cease and terminate and Customer shall have no right thereafter to use, and shall cease the use of, the Licensed Property or any portion thereof; and

(b)   Customer shall remove all Licenses of the Licensed Property (including all copies thereof).

6.3 **Survival Provisions of the Agreement.** The provisions of Section 3 through 9 of this Agreement shall survive the termination, cancellation or expiration of this Agreement for any reason.

7. <u>**EXPORT REGULATIONS; U.S. GOVERNMENT RESTRICTIONS**</u>

Customer acknowledges that the Licensed Property may be subject to United States export laws, statutes and regulations and to export laws, statutes and regulations of other countries, and that Customer will at all times comply with the provisions of such laws, statutes and regulations including obtaining any necessary or required licenses. Customer shall not export or re-export or otherwise transmit, directly or indirectly, the Licensed Property or any direct products thereof into, or use the Licensed Property or any direct products thereof in, any country prohibited or restricted under United States export laws, statutes or regulations or any other applicable laws.

8. <u>**MISCELLANEOUS PROVISIONS**</u>

8.1 **Binding Effect.** This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.2 **Notices.** All notices, requests, demands, consents, authorizations, claims, and other communications (each a "Notice") hereunder must be in writing and sent to the other party by overnight delivery. Any Notice shall be deemed duly given one (1) business day following the date sent when sent by overnight delivery. No party may send any Notice to the intended recipient using any other means. Notices to AvePoint shall be sent to AvePoint, Inc., Harborside Financial Center, Plaza 10, 3 Second Street, 9th Floor, Jersey City, New Jersey 07311, Attn: General Counsel. Unless otherwise specified by Customer in writing, Notices to

Customer shall be sent to the registered agent of the Customer in the jurisdiction in which the Customer is organized or incorporated. Any party may change the address to which Notices are to be delivered by giving the other parties Notice in the manner herein set forth.

8.3 **Governing Law.** The validity and construction of this Agreement and all matters pertaining thereto are to be determined in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts of laws provisions thereof. Customer agrees that any proceedings related to this Agreement, including any suit filed against AvePoint, shall be brought in the Courts of the Commonwealth of Virginia located in the City of Richmond, Virginia. Customer waives any objections to personal jurisdiction and venue to that forum. The parties specifically direct and agree that the CISG (UN-Convention on Contracts for the International Sale of Goods) and the Uniform Computer Information Transactions Act (UCITA) are specifically excluded and neither shall apply to this Agreement or to the performance hereof by the parties hereto.

8.4 **Assignment.** Customer may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the License, the Licensed Property, or any rights therein, or any rights or obligations under this Agreement, to any other person or entity, unless Customer first obtains the written consent of AvePoint, except in conjunction with the sale of all or substantially all of the stock or assets of Customer.

8.5 **Waiver.** No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in a writing signed by the waiving party. No written waiver of any provision of this Agreement shall be deemed to be, or shall constitute, (i) a waiver of any other provision of this Agreement, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of any such provisions, or in any way affect the validity of either party to enforce each and every such provision thereafter.

8.6 **Captions.** The captions and headings of Sections and subsections contained in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting this Agreement, and, way the meaning or intent of this Agreement or any of its terms or provisions.

8.7 **Severability.** If any Section or other provision of this Agreement, or the application of such Section or provision, is held invalid, then the remainder of this Agreement, and the application of such Section or provision to persons or circumstances other than those with respect to which it is held invalid, shall not in any way be affected or impaired thereby. In the event that any provision of this

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Agreement becomes or is declared by a court of competent jurisdiction or panel of arbitrators to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision. The parties agree to negotiate in good faith a substitute valid and enforceable provision that most nearly effects the parties' intent and to be bound by the mutually agreed substitute provision.

8.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8.9 **Remedies.** All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.

8.10 **Attorney's Fees.** Customer agrees to pay any costs incurred by AvePoint in enforcing any provision of this Agreement in the event of the initiation of any legal action or proceedings for such purpose, including but not limited to all court costs and reasonable attorney's fees, which costs shall bear interest at the rate of 1½% per month from the date of judgment.

8.11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes, supplants, and renders null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understandings, representations or communications, oral or written, of the parties hereto with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of the Agreement which are not fully expressed herein.