MASTER SOFTWARE LICENCE AND SUPPORT AGREEMENT

This Master Software Licence and Support Agreement (the "Agreement") is made by and between AvePoint UK, Ltd., a limited company organised under the laws of England and Wales, with offices at Farringdon Point, 29-35 Farringdon Road, Floor 3, London EC1M 3JF, United Kingdom ("AvePoint"), and the company or entity, as identified in the signature block below, using certain of AvePoint's Licensed Property ("Customer"). The parties hereto acknowledge that this Agreement is intended to be a master agreement under which Customer may licence Licensed Property from time to time. Pursuant to the terms of this Agreement, the Product and Licensing Addendum, and the Support Addendum, and any additional addendums or amendments thereto, AvePoint or its Affiliates may licence the Licensed Property and provide support to Customer or Affiliates of Customer. This Agreement is effective immediately upon delivery of Licensed Property (the "Effective Date").

WHEREAS, AvePoint has developed and is the owner of an extensive platform of products (the Software, as defined below);

WHEREAS, Customer desires a non-exclusive licence 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 licence 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 User**" or "**User**" shall mean:(i) a direct user of the Licensed Property, including but not limited to Customer's employees; or (ii) Customer's 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.

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 to which Customer has purchased a Licence as identified on an applicable invoice by AvePoint. Licensed Property shall include any updates or upgrades to the Licensed Property that AvePoint may at its discretion deliver to Customer.

1.6 "**Server**" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

1.7 "**SharePoint Server**" means the total count of configured and installed Servers (whether physical or virtual) including number of Servers dedicated in a services farm, application servers dedicated to SharePoint services, or web-front-end servers.

1.8 "**Software**" shall mean the object code (machine readable) version of any computer programs 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.

1.9 "**Support Addendum**" shall mean the Master Software Support Addendum attached hereto.

2. GRANT OF LICENCE

2.1 **Grant; Limitations.** Subject to the observance by Customer of the terms and conditions of this Agreement, AvePoint hereby grants to Customer and Customer hereby agrees to pay for a, non-exclusive, non-transferable (except as set forth in Section 11.5) licence to use the Licensed Property solely for Customer's Internal Use in accordance with the following limitations as set forth below and on the Product and Licensing Addendum (the "Licence"):

(a) Licensed per SharePoint Server: one perpetual Licence per Server in each SharePoint environment in which the Licensed Property is run;

(b) Licensed per Usage: the perpetual Licence granted hereunder is based on the number, size or amount of data processed by the Licensed Property

and is limited to the amount specified on the applicable Sales Quote or invoice by AvePoint;

(c) Licensed per User: one Licence per User per time period in accordance with the fees set forth on the relevant Sales Quote and AvePoint invoice;

(d) Licensed per Named Domain: one Licence per specific domain name ("Named Domain") as set forth on the relevant Sales Quote and AvePoint invoice; and

(e) for Licensed Property that is classified as part of the DocAve Software Platform, one perpetual Licence per DocAve Manager and per Media Services used, where such usage is limited to the amount specified on the applicable invoice by AvePoint.

Except with respect to Licensed Property that is hosted Licensed Property or Licensed per User, 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 **Licence 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.

2.3 **Back-Up Copies.** Customer may make copies of the Licensed Property as reasonably necessary for back-up (disaster recovery) purposes provided that such copies are used only for such purposes and are not otherwise used on an active system.

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

2.5 **Delivery.** Unless otherwise requested by Customer, AvePoint shall provide an electronic link to make available to Customer the Licensed Property by electronic download and a licence key to activate the Licensed Property.

2.6 **Services.** Except as may be set forth on the Support Addendum attached hereto, 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).

3. FEES AND TAXES

3.1 **Payments.** AvePoint's invoices to Customer are payable within thirty (30) days of the date of Customer's receipt of said invoice.

3.2 **Audit**. AvePoint may, with reasonable notice and at any time during reasonable business hours, not more than once every twelve months (or for DocAve Online not more than once every three months), either on its own or through its duly authorized representative, conduct an audit of the use by Customer of the Software to ensure that Customer is complying with the terms of this Agreement.

3.3 **Late Fees.** Any amounts not paid when due shall bear interest from the due date at the rate of 1½% per month or the highest rate of interest permitted by law, whichever is lower. If Customer fails to pay the sums provided for in this Agreement when due, then AvePoint may terminate this Agreement as per Section 8.

3.4 **Applicable Taxes.** Customer agrees to pay any sales, value-added or other similar taxes imposed by applicable law that AvePoint must pay based on the programs and/or services ordered by Customer, except for taxes based on AvePoint's income. Customer agrees to indemnify AvePoint as to all such taxes.

4. PROPERTY RIGHTS; PROHIBITIONS AS TO LICENSED PROPERTY

4.1 **Property Rights.** AvePoint or its licensors retain all ownership and intellectual property rights to the Software and Licensed Property.

4.2 **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.

5. NO WARRANTY AND DISCLAIMER

EXCEPT AS MAY BE SET FORTH ON THE SUPPORT ADDENDUM WHILE SUCH SUPPORT ADDENDUM REMAINS IN EFFECT, 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 WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY CUSTOMER OR IN COMBINATION WITH OTHER SOFTWARE BEYOND MICROSOFT SHAREPOINT, 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.

6. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A BREACH OF SECTION 2 OR 4, OR AS PROVIDED IN SECTION 7 HEREOF, 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 OR ANY ADDENDUM HERETO.

7. INDEMNITY

AvePoint will, defend Customer from and against any claim or action commenced by a third party alleging that the Licensed Property, when used in accordance with the terms of this Agreement, infringes any patent, copyright or trademark, or is a misappropriation of a trade secret, and AvePoint will indemnify Customer from any costs (including reasonable attorneys' fees) associated with the defence or settlement of and/or damages

finally awarded against Customer in any such claim. If such a claim is made or appears likely to be made, AvePoint, at its option, shall have the right to either (i) procure for the Customer the right to continue to use the Licensed Property, (ii) modify or replace the Licensed Property so that it is no longer infringing (in a manner that substantially retains its functionality and quality), or (iii) require Customer to terminate the use of and return the Licensed Property and refund a pro rata portion, if any, of the amount paid by Customer for the infringing Licensed Property, which pro rata portion shall be a fraction, the numerator of which shall be equal to the number of months, if any, remaining from the date the termination becomes effective until the occurrence of the fifth (5th) anniversary of the Effective Date, and the denominator of which shall be equal to sixty (60). Notwithstanding the foregoing, AvePoint shall have no liability to Customer if the infringement results from use of the Licensed Property in combination with software not provided by AvePoint or from modifications made by AvePoint to conform to specifications provided by Customer. The indemnification obligations in this section are subject to: (i) notification in writing of any claim (provided that Customer's failure to provide reasonable written notice shall only relieve AvePoint of its indemnification obligations hereunder to the extent such failure materially limits or prejudices AvePoint's ability to defend or settle such claim); (ii) the transfer of sole control of the defence and any related settlement negotiations to AvePoint; and (iii) Customer's cooperation, at AvePoint's expense, in the defence of such claim. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

8. TERM AND TERMINATION

Term. This Agreement shall remain in full force and effect from the Effective Date through the Term as set forth on the Product and Licensing Addendum (the "Term") unless terminated pursuant to this Section. For Terms shorter than perpetual, the Term shall begin as of the date located on the relevant AvePoint Sales Quote.

8.1 **Termination of Licence.** This Agreement and the Licence and other rights granted hereunder may be terminated immediately by AvePoint in the event Customer breaches any of the provisions of this Agreement and does not remedy such breach within thirty (30) days of receipt of notice from AvePoint declaring and setting forth the nature of such breach.

8.2 **Effect of Termination of Licence**. Immediately upon any termination, cancellation or expiration of this Agreement or of any Licence 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 return the Licensed Property (including all copies thereof) to AvePoint.

8.3 **Survival Provisions of the Agreement.** The provisions of Section 3 through 11 of this Agreement and Section 1 of the Support Addendum shall survive the termination, cancellation or expiration of this Agreement for any reason.

8.4 **Termination of Support.** The Support Addendum and the rights granted thereunder may be terminated independently of the Agreement in accordance with Section 6 of the Support Addendum.

9. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in the performance of its obligations under this Agreement or the Support Addendum while in effect or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labour shortages or disputes, strikes, other labour or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, an act of civil or military authority, sabotage, explosives, riots, insurrections, embargoes, blockades, actions, restrictions, regulations or orders of any government, agency or subdivision thereof, or failure of suppliers.

10. EXPORT LAWS AND REGULATIONS; ANTI-CORRUPTION COMPLIANCE

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. Customer shall at all times comply with the provisions of such laws, statutes and regulations governing use, export, reexport, and transfer of products, technology, and services and will obtain all necessary or required authorizations, permits, and licenses. Customer shall not export or re-export or otherwise transmit, directly or indirectly, the Licensed Property or any direct products thereof (i) into, or use the Licensed Property or any direct products thereof in, any country that is subject to an embargo under United States export laws, statutes or regulations (including Cuba, Iran, North Korea, Sudan, and Syria) or any other applicable laws (collectively, "Embargoed Countries"); (ii) to any instrumentality, agent, entity, or individual of an Embargoed Country, or to a national of an Embargoed Country (collectively, "Embargoed Country Persons"); or (iii) to an entity or individual on a U.S.government prohibited party list including the List of Specially Designated Nationals & Blocked Persons and the Foreign Sanctions Evaders List, which are maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, and the Denied Persons List, Unverified List, and Entity List, which are maintained by the Bureau of Industry and Security of the U.S. Commerce Department (collectively, the "Prohibited Party Lists"). Customer represents and warrants that it is not located in an Embargoed Country, is not an Embargoed Country Person, and is not on any Prohibited Party List. Customer also represents and warrants that it will not use the Licensed Property or any direct products thereof for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons. Customer shall immediately notify AvePoint if it has any information or suspicion that there may be a violation of this

Article 10. The obligations under this clause shall survive the expiration or termination of this Agreement.

Customer also represents and warrants that it is aware of, understands, and agrees to comply with, and to avoid any activity that may cause it or AvePoint to violate, applicable anti-bribery and anti-corruption laws including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.) as amended and the UK Bribery Act 2010 (as applicable) (collectively, "Anti-Corruption Laws"). Notwithstanding anything to the contrary, if Customer takes any action that could constitute a violation of Anti-Corruption Laws, AvePoint may immediately terminate this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 **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.

11.2 **Amendment.** This Agreement may be amended only by a writing duly executed by the authorized representatives of the parties hereto which makes specific reference to this Agreement.

11.3 **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 the address set forth in the preamble, 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.

11.4 **Governing Law.** The validity and construction of this Agreement and all matters pertaining thereto are to be determined in accordance with the laws of England, 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 City of London. 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) is specifically excluded and shall not apply to this Agreement or to the performance hereof by the parties hereto.

11.5 **Assignment.** Customer may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the Licence, 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.

11.6 **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.

11.7 **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.

11.8 **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 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 affects the parties' intent and to be bound by the mutually agreed substitute provision.

11.9 **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.

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

11.11 **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.

11.12 **Entire Agreement.** This Agreement, including the Product and Licensing Addendum and any Support Addendum referenced herein and attached hereto (which shall be deemed incorporated herein by this reference), and any additional addendums or amendments hereto, 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. Notwithstanding the foregoing, a purchase order submitted by Customer and accepted by AvePoint may set forth only the type, description and quantity of Licensed Property and provide for a longer Support Level Term under Section 1 of the Support Addendum and such terms shall be deemed binding. No other purchase order terms or conditions of the Customer shall be deemed to modify this Agreement. 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.

11.13 **Negotiated Agreement.** This Agreement is intended to be a master agreement for licensing. This Agreement is a negotiated agreement between the parties and supersedes and replaces any and all other standard terms of either party set forth in any quote, purchase order, invoice or communication and applies so long as this Agreement remains in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

FOR AND ON BEHALF OF AVEPOINT UK, LTD.:	FOR AND ON BEHALF OF CUSTOMER:
	_____ (Full Legal Name of Customer)
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
	Address: _____
	_____
Date:_____	Date:_____

MASTER SOFTWARE SUPPORT ADDENDUM

THIS **ADDENDUM** to the **AVEPOINT MASTER SOFTWARE LICENCE AND SUPPORT AGREEMENT** (the "Support Addendum"), is made and entered into by and between AvePoint and the Customer. The terms and conditions of this Support Addendum shall be binding so long as Customer purchases support as it related to the Licensed Property and does not materially breach the terms and conditions of this Support Addendum. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the attached AvePoint Master Software Licence and Support Agreement.

1. **TERM**. This Support Addendum is effective immediately upon delivery of the Licensed Property to which the support services relate (the "Effective Date") and, unless a longer initial period is specified in a quote signed by the Customer or in the absence thereof, a purchase order accepted by AvePoint, continue for an initial period of one (1) year (the "Initial Term") and thereafter for additional periods of one (1) year (each, an additional "Term") until terminated pursuant to Section 6 of this Support Addendum. To the extent that there is pre-existing Licensed Property, Customer agrees to align the support schedule for newly acquired Licensed Property to the same support schedule as the pre-existing Licensed Property. In the event Customer terminates or otherwise allows support for the Licensed Property to lapse and subsequently purchases support for such Licensed Property, Customer shall be responsible for payment of support for the period during which support lapsed at the list price of support for such Licensed Property in effect during the lapsed period.

2. **SUPPORT SERVICES.** Support Services are intended to resolve issues experienced by the Customer with the installation, configuration, and operation of the Licensed Property. The Support Services provided to the Customer during the Term are determined by the level of support purchased by the Customer ("Support Level" or "Level"). The Support Level shall be specified in a quote signed by the Customer or in the absence thereof, a purchase order accepted by AvePoint and shall be one (1) of the following Levels: Basic, Standard, or Premier. The Support Level must be the same for all Licensed Property. The Support Levels are set forth below.

   2.1 **Program Fix Service**. If the Licensed Property as furnished and without Customer modification fails to function due to an error in the Licensed Property and Customer has reasonably determined that the failure is not due to incorrect or defective data entry or operator performance by Customer, AvePoint will make a prompt and reasonable attempt to provide Customer with a suitable workaround or program change to correct or avoid such error. AvePoint shall have the right to verify the existence of any error reported by Customer and AvePoint shall have no obligation to correct any error or defect unless the error or defect can be re-created with an unaltered version of the Licensed Property. Error verifications shall be conducted at Customer's or AvePoint's place of business, as determined by AvePoint. Customer agrees to provide to AvePoint any data, configuration information, and copies of all programs used by Customer in making its determination that an error exists. Notification to AvePoint and subsequent follow-up shall be conducted through AvePoint's Call Centre Support.

2.2 **Call Centre Support.** AvePoint shall provide email, web support ticket, phone, and web conferencing (each a "Support Channel" or "Channel") based Support Services to Customer according to the Customer's Support Level. Support Channels and hours shall be provided as per the Support Level table below, where the "Local Office Time" shall be the given time at the nearest appropriate AvePoint office or Call Centre designated to provide support services to Customer at AvePoint's discretion, and "Business Days" shall be the days such AvePoint office is opened for regular business per locally accepted businesses practices.

SUPPORT PROGRAM FEATURES

Support Level	**Basic**	**Standard**	**Premier**
Support Channels	Email or Web Support Ticket Only	Email, Web Support Ticket, Phone and Web Conferencing	Email, Web Support Ticket, Phone and Web Conferencing
Support Hours	Business Days, 7:00 am–7:00 pm Local Office Time	Business Days, 7:00 am–7:00 pm Local Office Time	24 hours / day, 7 days / week
Email/web support ticket response time	Based on Issue Severity	Based on Issue Severity	Based on Issue Severity, with priority handling within Issue Severity Level

As indicated, email and web support ticket response times shall be based on Issue Severity Level, as defined in the Email and Web Support Ticket Response Times table below. Such Issue Severity Level shall be assigned by AvePoint at the time of receipt of such email or web support ticket request from Customer per the Issue Description guidelines given in the table below at AvePoint's sole discretion. AvePoint shall make all commercially reasonable efforts to respond to such support requests within the given Response Time. Requests received from Customers with Premier Level Support Services shall receive priority handling over other requests within a given Issue Severity Level.

SUPPORT TICKET RESPONSE TIMES

Issue Severity	Issue Description	Email and Web Response Time	Phone Response Time*
Low	• Minor issue which does not impact production environment • Documentation error that does not directly impact a job on production • Feature or suggestion for enhancement	48 hours or less	Immediate
Medium	• An issue affecting production environment at a minor level • Very limited direct impact on operations	24 hours or less	Immediate
High	• An issue affecting production environment at a major level • Production environment is operational, but DocAve activities are limited • Long-time adverse effects can lead to productivity being hindered	4 hours or less	Immediate
Very High	• DocAve activities on production environment are completely inoperable • Major restoration or project is at a mission-critical state • Severe impact on business operations	2 hours or less	Immediate

*Phone support is only available for Standard and Premier Level Support Services, in accordance with the Support Hours as set forth on the Support Program Features table above.

2.3 **Integration.** If Customer has Premier Level Support Services, in the event that an error in installation, configuration, or operation of the Licensed Property is caused by Customer's introduction of a new and unique or unusual configuration, hardware component or components, architecture, network setup, or customization, AvePoint shall integrate the Licensed Property to work for Customer, provided such integration requires less than eight (8) man hours of development work, as determined by AvePoint at its sole discretion. For Customers with Basic or Standard Level Support Services or for Customers with Premier Level Support Services where such integration requires greater than eight (8) man hours of development work, AvePoint shall make its best, commercially reasonable, efforts to offer such Integration to Customer at an additional fee for the man hours required beyond those covered under the Support Addendum and on the same basis and at the same rates as charged by AvePoint to other similarly situated Customers.

2.4 **Product Releases.** In addition to the Support Services described above, AvePoint may, in its sole discretion, release updates and modifications to the Software ("Product

Releases"). Such Product Releases shall be numbered according to AvePoint's Standard Numbering Convention, defined as follows: in the N1.n2.n3.n4 format, with each number representing a different release type and classified by AvePoint as Hotfixes, Cumulative Update, Service Packs, and Platform Upgrades, as described below.

(a) A "Hotfix" is an update or modification to the Software designed to address a specific issue identified in the installation, configuration, or operation of the Software. A release that is considered a Hotfix shall be so indicated by an increase or change in the n4 portion of the Standard Numbering Convention.

(b) A "Cumulative Update" is an update or modification to the Software that may include Hotfixes and may also include performance improvements, Compatibility Updates, and other enhancements, but that does not include new options or feature additions to the Software. A "Compatibility Update" updates or modifies the compatibility of the Software with underlying operating systems and required components. Compatibility Updates do not include updates or modifications that add support for the Software to act upon a new system, platform, or application. A release that is considered a Cumulative Update shall be so indicated by an increase or change in the n3 portion of the Standard Numbering Convention.

(c) A "Service Pack" is an update or modification to the Software that may include Hotfixes and Cumulative Updates and that adds new options or feature additions to the Software. A release that is considered a Service Pack shall be so indicated by an increase or change in the n2 portion of the Standard Numbering Convention.

(d) A "Platform Upgrade" is an upgrade or modification to the architecture, user interface, or other significant portion of the Licensed Property. Such Platform Upgrades shall be considered a new generational line of the Licensed Property, and may differ in overall function and use from other generational lines. A release that is considered a Platform Upgrade shall be so indicated by an increase or change in the N1 portion of the Standard Numbering Convention.

Customer access to Product Releases shall be based on licence classifications set forth in the Agreement and Support Services Level as detailed in the table below. For Customers with access to a particular Product Release, AvePoint will provide such Product Releases in such form and with accompanying instructions sufficient to enable Customer to install the Product Releases without the assistance of AvePoint. Customer shall be solely responsible for installation of the Product Releases. If requested by Customer, AvePoint will install the Product Release at AvePoint's daily rates then in effect plus reimbursement for reasonable travel and living expenses incurred by AvePoint and its personnel in providing such installation services. Customer agrees

that any Product Releases provided by AvePoint shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the Agreement and this Support Addendum entered into by and between AvePoint and Customer with respect to the Licensed Property. Product Releases may update or modify portions of the Software not included as part of Customer's Licensed Property. Availability of and access to Product Releases shall not be construed to entitle Customer to new options or features that are sold separately and that are not direct additions to the Licensed Property to which the Customer's Support Services are associated.

PRODUCT RELEASES INCLUDED IN SUPPORT LEVEL

Product Release	**Basic**	**Standard**	**Premier**
Hotfixes	Yes	Yes	Yes
Cumulative Update	Yes	Yes	Yes
Service Pack	No	Yes	Yes
Platform Upgrade	No	Single-Year: No Multi-Year: Yes	Yes

2.5 **Exclusions.** AvePoint shall not be required to provide any support services occasioned by neglect or misuse of the Licensed Property or equipment on which the Licensed Property are run, or unauthorized alterations or modifications of the Licensed Property. In the event that Customer requires maintenance and support for a program, system, application, or hardware outside of the Licensed Property, AvePoint may, at its sole discretion, offer such support to Customer at an additional fee.

3. **SUPPORT FEES.**

3.1 The payment as provided on a written price quote or invoice by AvePoint to Customer is payable prior to the commencement of any services hereunder.

3.2 In the event of on-site services requested by Customer, Customer agrees to reimburse AvePoint for any and all pre-approved or reasonable and necessary direct expenses incurred by AvePoint for purposes of performing such on-site services (including travel and living expenses).

3.3 AvePoint's invoices to Customer are payable within thirty (30) days of Customer's receipt of the invoice therefor. AvePoint, within its reasonable discretion, shall invoice

the Customer approximately forty-five (45) days prior to the beginning of each annual period. Any amounts not paid when due shall bear interest from the due date at the rate of 1½% per month or the highest rate of interest permitted by law, whichever is lower.

4. **WARRANTIES AND LIMITATION OF WARRANTIES**. During the Term, Customer shall be entitled to the following warranties:

4.1 AVEPOINT EXPRESSLY WARRANTS THAT THE LICENSED PROPERTY, AS DELIVERED AND INSTALLED, SHALL PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE THEN CURRENT DOCUMENTATION SUPPLIED BY AVEPOINT TO CUSTOMER THAT RELATE TO THE VERSION OF THE LICENSED PROPERTY DELIVERED BY AVEPOINT TO CUSTOMER.

4.2 EXCEPT AS TO COMPATIBILITY OF THE LICENSED PROPERTY AS DESCRIBED IN AVEPOINT'S DOCUMENTATION, AVEPOINT MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE CUSTOMER'S COMPUTER EQUIPMENT OR SYSTEM SOFTWARE OR ITS CAPACITY AND THIS WARRANTY DISCLAIMER IS MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO CUSTOMER; INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES WITH RESPECT CUSTOMER'S COMPUTER EQUIPMENT AND SYSTEM SOFTWARE OR ITS CAPACITY ARE HEREBY EXPRESSLY DISCLAIMED.

5. **USE**. Customer is solely responsible for determining the appropriate uses and limitations of the Licensed Property in Customer's operations.

6. **RENEWAL AND TERMINATION**.

6.1 This Support Addendum shall automatically renew according to Section 1 hereof unless terminated in accordance with Section 6.2 below.

6.2 This Support Addendum shall terminate upon the happening of one or more of the following:

(a) Termination, for any reason, of that certain Agreement for the applicable Licensed Property to which the support services relate;

(b) Termination of this Support Addendum for cause upon thirty (30) days written notice to the other party of a material breach of this Support Addendum if such breach remains uncured at the expiration of such period. For the purposes of this Section 6.2(b), Customer's failure to pay the full sums provided for in this Support Addendum shall be considered a material breach of this Support Addendum. Upon termination by AvePoint for

Customer's nonpayment, all remaining payments hereunder shall become immediately due and payable by Customer;

(c) Either party gives the other notice of non-renewal of this Support Addendum at least sixty (60) days prior to the end of the relevant Term. In the event no such notice is provided, the Support Addendum shall automatically renew for another Term.

6.3 Customer acknowledges and agrees that any termination of this Support Addendum under Section 6.2(a) shall not permit or entitle Customer to a refund of any monies paid hereunder. If Customer terminates pursuant to Section 6.2(b) for cause, then Customer shall be entitled to a refund of pre-paid fees for the remaining months in the then-current Term, up to a maximum refund of twelve (12) months fees.

7. **Negotiated Addendum.** This Support Addendum is intended to be a master addendum for Support Services. This Support Addendum is a negotiated addendum between the parties and supersedes and replaces any and all other standard terms of either party set forth in any quote, purchase order, invoice or communication and applies so long as this Support Addendum remains in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Support Addendum to be executed by their respective authorized representatives.

FOR AND ON BEHALF OF AVEPOINT UK, LTD.:	FOR AND ON BEHALF OF CUSTOMER:
	_____ (Full Legal Name of Customer)
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

PRODUCT AND LICENSING ADDENDUM
TO THE AVEPOINT MASTER SOFTWARE LICENCE AND SUPPORT AGREEMENT

Product	Per SharePoint Server	Per Server	Per Usage	Per User	Per Named Domain
Accessibility Accelerator	Perpetual				
Compliance Guardian for File Systems		Perpetual			
Compliance Guardian for SharePoint	Perpetual				
Compliance Guardian for SharePoint Online				Subscription	
Compliance Guardian for Websites					Perpetual
Compliance Guardian for Yammer				Subscription	
Compliance Guardian Online					Subscription
DocAve	Perpetual		Perpetual (Migration Only)	Subscription (for SharePoint Online only)	
DocAve for Salesforce	Perpetual			Perpetual	
DocAve Online				Subscription	
Dynamics Migration				Subscription	
Dynamics Productivity Suite				Subscription	
File Share Navigator	Perpetual				
Governance Automation	Perpetual			Subscription (for SharePoint Online only)	
Governance Automation Online				Subscription	
Meetings	Perpetual (On-Premises only			Subscription (for Online Only)	
Notes to Exchange Migrator			Perpetual		
Perimeter				Subscription	
Applications (Windows, iOS, Android)				Subscription	

For any products not listed above or for further specifics including product availability, please refer to the relevant AvePoint Sales Quote.

HOSTED LICENSED PROPERTY ADDENDUM
TO THE AVEPOINT MASTER SOFTWARE LICENCE
AND SUPPORT AGREEMENT

For customers with hosted Licensed Property that is hosted by AvePoint, the following additional terms and conditions shall apply. For customers not licensing hosted Licensed Property hosted by AvePoint, this Hosted Licensed Property Addendum shall not apply.

1. **Data Retention.** Upon the termination of the Licence for a specific hosted Licensed Property, Customer's data will be preserved for fifteen (15) days (the "Retention Period") and made available to Customer within a commercially reasonable timeframe. After the Retention Period the Customer data will be permanently deleted from AvePoint's Server and shall be irrecoverable by the Customer. After the Retention Period, AvePoint makes no representations or warranties as to the preservation or integrity of Customer data. Customer hereby agrees that AvePoint shall have no obligation to retain Customer data after the Retention Period, unless otherwise prohibited by law. If Customer purchases a new Licence for the same hosted Licensed Property prior to the end of the Retention Period, Customer data shall remain available to Customer.

2. **Additional Services.** Should Customer request migration of hosted Customer data to an on-premises location provided by Customer, such migration shall be performed by AvePoint at AvePoint's then current rates for such services.

3. **Data Centre Locations and Isolation.** If there is a geographic region indicated on Customer's subscription Sales Quote or the website where Customer registers for the hosted Licensed Property, the Customer’s data and all operations will reside and execute from the geographic region's data centre. All Customer data passing through hosted Licensed Property is stored by AvePoint in a siloed database which is neither accessible by nor communicates with other AvePoint Servers.

4. **Privacy and Confidentiality.** AvePoint shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data, including, but not limited to measures for preventing access, use, modification or disclosure of Customer data except (a) to provide the hosted Licensed Property Support Services and prevent or address service or technical problems; (b) as compelled by law; or (c) as expressly permitted by Customer in writing. Such specific safeguards shall be as set forth in the hosted Licensed Property Documentation.

5. **AvePoint's Licence to Host Customer Data and Right to Use Feedback.** Customer hereby grants to AvePoint and its Affiliates a worldwide, limited-term licence to host, copy, transmit and display Customer data as necessary for AvePoint to provide the hosted Licensed Property in accordance with this Agreement. Subject to the limited licenses granted herein, AvePoint shall acquire no right, title or interest from Customer under this Agreement in or to Customer data. Customer grants AvePoint and its Affiliates a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the hosted Licensed Property any suggestion,

enhancement request, recommendation, correction or other feedback provided by Customer related to the operation of the hosted Licensed Property.

6. **Service Level Agreement.**

6.1 AvePoint shall make the functionality of the hosted Licensed Property available to Customer pursuant to this Agreement and shall use commercially reasonable efforts to make the hosted Licensed Property available, except for: (i) scheduled downtime (of which AvePoint shall, to the extent practicable, schedule so as not to adversely affect Customer's business); and (ii) as set forth in the Agreement and herein.

6.2 AvePoint warrants that the hosted Licensed Property shall have an uptime of not less than 99.5% per year (resulting in a downtime of not more than 43.49 hours per year) (the "SLA"). Should the Parties determine that AvePoint has not met the uptime requirement set forth herein, Customer shall, as an exclusive remedy, be entitled to a refund of the licence fees paid solely for the hosted Licensed Property multiplied by the percentage of downtime of the hosted Licensed Property below the SLA.

6.3 **Exclusions.** The above uptime and downtimes shall not apply to the extent any performance or availability issues are: (i) due to factors outside AvePoint's reasonable control; (ii) caused by Customer's hardware or software; (iii) caused by the actions or inactions of Customer; (iv) caused by Customer's use of the hosted Licensed Property; or (v) attributable to the acts or omissions of Customer or Customer's Authorized Users, or anyone gaining access to the hosted Licensed Property by means of Customer's passwords or equipment.