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## MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Master Software License and Support Agreement (the “Agreement”) is made by and between AvePoint, Inc., a Delaware company, with offices at Harborside Financial Center, Plaza 10, 3 Second Street, 9<sup>th</sup> Floor, Jersey City, New Jersey 07311 (“AvePoint”), and the company or entity set forth in the signature block hereof using the Licensed Property (“Customer”). The parties hereto acknowledge that this Agreement is intended to be a master agreement under which Customer may license Licensed Property from time to time. Pursuant to the terms of this Agreement, and the Support Addendum, and any additional addendums or amendments thereto, AvePoint or its Affiliates may license 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 the AvePoint Privacy Impact Assessment Tool (the Licensed Property, as defined below);

WHEREAS, Customer desires a non-exclusive license for the Internal Use of the Licensed Property;

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 User**” or “**User**” shall mean:

- (a) a direct user of the Licensed Property, including but not limited to Customer's employees; or
- (b) 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, if any, delivered with the Licensed Property.
- 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 external 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 object code (machine readable) version of the AvePoint Privacy Impact Assessment Tool, any ancillary data files, modules, libraries, tutorial or demonstration programs or other components and copies of any of the foregoing or portions thereof and the Documentation, if any, to which Customer has received a License as identified 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 “**Support Addendum**” shall mean the Master Software Support Addendum attached hereto.

## 2. **GRANT OF LICENSE; PARTNERSHIP RIGHTS**

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, royalty free, non-exclusive, worldwide license to use the Licensed Property solely for Customer’s Internal Use in accordance with the following limitations as set forth below (the “License”):

- (a) Licensed per Server: one perpetual License per Server on which the Licensed Property is run;

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 **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.
- 2.3 **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 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.** Unless otherwise requested by Customer, AvePoint shall provide an electronic link to make available to Customer the Licensed Property by electronic download and a license 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. **PROPERTY RIGHTS; PROHIBITIONS AS TO LICENSED PROPERTY**

- 3.1 **Property Rights.** AvePoint or its licensors retain all ownership and intellectual property rights to the Licensed Property and any enhancements or derivative works thereto.
- 3.2 **Trade Secrets.** Customer agrees that the Licensed Property and all associated trade secrets, including 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 Licensed Property or any associated trade secrets to any third party without AvePoint's prior written consent.

4. **NO WARRANTY AND DISCLAIMER**

EXCEPT AS MAY BE SET FORTH ON THE SUPPORT ADDENDUM WHILE SUCH SUPPORT ADDENDUM REMAINS IN EFFECT, 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, 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, OR AS PROVIDED IN SECTION 6 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 OR PAYABLE BY CUSTOMER TO AVEPOINT UNDER THIS AGREEMENT OR ANY ADDENDUM HERETO.

6. **INDEMNITY**

AvePoint shall 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 defense 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 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. 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 defense and any related settlement negotiations to AvePoint; and (iii) Customer's cooperation, at AvePoint's expense, in the defense of such claim. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

7. **TERM AND TERMINATION**

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

7.1 **Termination of License.** This Agreement and the License and other rights granted hereunder may be terminated by AvePoint immediately in the event Customer materially breaches any of the provisions of this Agreement and does not remedy such breach.

7.2 **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) to the extent applicable, Customer shall return the Licensed Property (including all copies thereof) to AvePoint.

7.3 **Survival Provisions of the Agreement.** The provisions of Section 4 through 10 of this Agreement and Section 1 of the Support Addendum shall survive the termination, cancellation or expiration of this Agreement for any reason.

7.4 **Termination of Support.** The Support Addendum and the rights granted thereunder may be terminated independently of the Agreement in accordance with Section 5 of the Support Addendum.

8. **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, labor shortages or disputes, strikes, other labor 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.

9. **EXPORT REGULATIONS; U.S. GOVERNMENT RESTRICTIONS**

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.

10. **MISCELLANEOUS PROVISIONS**

10.1 **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.

10.2 **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.

10.3 **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 AvePoint, Inc., Harborside Financial Center, Plaza 10, 3 Second Street, 9<sup>th</sup> 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 Customer in the jurisdiction in which 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.

- 10.4 **Governing Law.** The validity and construction of this Agreement and all matters pertaining thereto are to be determined in accordance with the laws of 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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **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.

- 10.8 **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 effects the parties' intent and to be bound by the mutually agreed substitute provision.
- 10.9 **Remedies.** All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.
- 10.10 **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.
- 10.11 **Entire Agreement.** This Agreement, including the 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. 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.





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## MASTER SOFTWARE SUPPORT ADDENDUM

THIS ADDENDUM to the AVEPOINT MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT (the "Support Addendum"), is made and entered into by and between AvePoint and Customer. The terms and conditions of this Support Addendum shall be binding so long as Customer receives support for 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 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 shall continue for an initial period of five (5) years (the "Initial Term") and thereafter for an additional period of two (2) years or until whenever the Licensed Property has fewer than one hundred (100) licensees, whichever is sooner, unless earlier terminated pursuant to Section 5 of this Support Addendum.
2. **SUPPORT SERVICES.** Support Services are intended to resolve issues experienced by Customer with the installation, configuration, and operation of the Licensed Property. The Support Services provided to Customer during the Term shall be as set forth below ("Support Level" or "Level"). The Support Level is 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 Center Support.

2.2 **Call Center 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 below. Support Channels and hours shall be provided as per the table below, where the "Local Office Time" shall be the given time at the nearest appropriate AvePoint office or Call Center 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**

| <u>Support Level</u>                   | <u>Standard</u>                                       |
|--|---|
| Support Channels                       | Email, Web Support Ticket, Phone and Web Conferencing |
| Support Hours                          | Business Days,<br>7:00 am–7:00 pm Local Office Time   |
| Email/web support ticket response time | Based on Issue Severity                               |

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.

**SUPPORT TICKET RESPONSE TIMES**

| <u>Issue Severity</u> | <u>Issue Description</u>  | <u>Email and Web Response Time</u> | <u>Phone Response Time*</u> |
|-----------------------|---|------------------------------------|-----------------------------|
| Low                   | <ul style="list-style-type: none"> <li>• Minor issue which does not impact production environment</li> <li>• Documentation error that does not directly impact a job on production</li> <li>• Feature or suggestion for enhancement</li> </ul>                                  | 48 hours or less                   | Immediate                   |
| Medium                | <ul style="list-style-type: none"> <li>• An issue affecting production environment at a minor level</li> <li>• Very limited direct impact on operations</li> </ul>  | 24 hours or less                   | Immediate                   |
| High                  | <ul style="list-style-type: none"> <li>• An issue affecting production environment at a major level</li> <li>• Production environment is operational, but DocAve activities are limited</li> <li>• Long-time adverse effects can lead to productivity being hindered</li> </ul> | 4 hours or less                    | Immediate                   |
| Very High             | <ul style="list-style-type: none"> <li>• DocAve activities on production environment are completely inoperable</li> <li>• Major restoration or project is at a mission-critical state</li> <li>• Severe impact on business operations</li> </ul>                                | 2 hours or less                    | Immediate                   |

**2.3 Integration.** AvePoint shall make its best, commercially reasonable, efforts to offer integration services 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 Licensed Property designed to address a specific issue identified in the installation, configuration, or operation of the Licensed Property. 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 Licensed Property 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 Licensed Property with underlying operating systems and required components. Compatibility Updates do not include updates or modifications that add support for the Licensed Property 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 Licensed Property 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 license 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. 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 Customer's Support Services are associated.

AvePoint shall release at least one (1) Product Release for the Licensed Property per calendar year.

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**PRODUCT RELEASES INCLUDED IN SUPPORT LEVEL**

| <u>Product Release</u> | <u>Standard</u> |
|------------------------|-----------------|
| Hotfixes               | Yes             |
| Cumulative Update      | Yes             |
| Service Pack           | Yes             |
| Platform Upgrade       | No              |

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

3.2 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.

3.3 EXCEPT AS TO COMPATIBILITY OF THE LICENSED PROPERTY AS DESCRIBED IN AVEPOINT'S DOCUMENTATION, AVEPOINT MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO 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.

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

5. **RENEWAL AND TERMINATION.**

5.2 This Support Addendum shall automatically renew according to Section 1 hereof unless terminated in accordance with Section 5.3 below.

5.3 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;
- (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 as set forth in Section 1 of this Support Addendum.