



## MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT

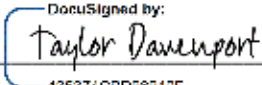
This Master Software License and Support Agreement (the "Agreement") is made by and between AvePoint Public Sector, Inc., a Virginia Corporation, with offices at 2111 Wilson Boulevard, Suite 920, Arlington, VA 22201, ("AvePoint"), and the company or entity, as identified in the signature block below, using certain of AvePoint's Licensed Property ("Customer"). Each party hereto shall be referred to as "Party"; collectively, the "Parties".

The Parties agree that this Agreement consists of the Master Agreement starting on the following page and the following addenda which shall all be deemed to have been agreed upon unless they have been marked as "not applicable.":

Name of Addendum	Page	Mark only if NOT applicable
PERPETUAL LICENSES ADDENDUM	- 13 -	<input type="checkbox"/>
SUBSCRIPTION LICENSES ADDENDUM	- 14 -	<input type="checkbox"/>
SUPPORT ADDENDUM	- 16 -	<input type="checkbox"/>
SOFTWARE AS A SERVICE (SAAS) ADDENDUM	- 22 -	<input type="checkbox"/>
PRODUCT AND LICENSING ADDENDUM	- 26 -	<input type="checkbox"/>

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

FOR AND ON BEHALF OF AVEPOINT PUBLIC SECTOR, INC.:

By:   
13537CDD5854CF...  
 Name: Taylor Davenport  
 Title: VP of Sales & GM

Date: April 23, 2020 | 07:44 EDT

AvePoint Legal Approval: 

FOR AND ON BEHALF OF CUSTOMER:

Florida Housing Finance Corporation

By:   
131FD7A8B48494E...  
 Name: Hugh Brown  
 Title: General Counsel

Address: 227 N. Bronough St., Suite 5000  
Tallahassee, FL 32301

Date: April 21, 2020 | 07:21 PDT



## MASTER AGREEMENT

The Parties acknowledge that this Agreement is intended to be a framework agreement under which Customer may license Licensed Property from time to time. Pursuant to the terms of this Agreement and any additional addenda 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 acceptance of the terms of this Agreement by Customer or delivery of Licensed Property, whichever occurs earlier (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 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"** means, 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"** means: (i) a direct user of the Licensed Property, including but not limited to Customer's and Customer's Affiliates' employees; or (ii) Customer's and Customer's Affiliates' consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Customer and Customer's Affiliates.
- 1.3 **"Confidential Information"** means: all information relating to a Party's business, including, to the extent allowable under Chapter 119, Fla. Stat., financial, and customer information, and any other information that would be considered a trade secret, provided that such documents or other media bear a notice designating such materials to contain confidential or proprietary information. In the case of AvePoint, Confidential Information shall also comprise the Licensed Property and all information relating thereto. Confidential Information shall not comprise data or information which:



- (a) is publicly available at the time of its disclosure under this Agreement;
  - (b) is or becomes common knowledge without breach of this Agreement;
  - (c) the Receiving Party (as defined in Section 8.1 hereof) can show was lawfully in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt;
  - (d) is developed independently of the Disclosing Party (as defined in Section 8.1 hereof) by the Receiving Party in circumstances that do not amount to a breach of the confidentiality provisions of this Agreement and where the Receiving Party can provide evidence of such independent development; or
  - (e) the Receiving Party obtains or has available from a source other than the Disclosing Party and is obtained without breach of the confidentiality provisions of this Agreement or is not obtained from a source that has any obligation of confidentiality owed to the Disclosing Party.
- 1.4 **"DPIS Policy"** means: AvePoint's Data Protection and Information Security Policy, which can be accessed at <https://www.avepoint.com/license/dataprotection.html>.
- 1.5 **"Documentation"** means the end user documentation delivered with the Software.
- 1.6 **"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.
- 1.7 **"Licensed Property"** means the portion of the Software and the Documentation to which Customer has purchased a License as identified on an applicable Order. Licensed Property shall include any updates or upgrades to the Licensed Property that AvePoint may at its discretion deliver to Customer.
- 1.8 **"Order"** means a valid order by Customer which can be either a) an AvePoint sales quote that has been signed by Customer; or b) a Customer purchase order that has been accepted by AvePoint.
- 1.9 **"Perpetual Licenses Addendum"** means the perpetual licenses addendum attached hereto.
- 1.10 **"Personal Data"** has the meaning given to it in the EU Regulation 2016/679 ("General Data Protection Regulation" or "GDPR").
- 1.11 **"Product and Licensing Addendum"** means the product and licensing addendum attached hereto.



- 1.12 **"SaaS Addendum"** means the software as a service addendum (SaaS Addendum) attached hereto.
- 1.13 **"Server"** means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- 1.14 **"SharePoint Server"** means a configured and installed Server (whether physical or virtual) on which the Microsoft SharePoint application is run.
- 1.15 **"Software"** means 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.
- 1.16 **"Subscription Licenses"** has the meaning given to it in Section 1 of the Subscription Licenses Addendum.
- 1.17 **"Subscription Licenses Addendum"** means the subscription licenses addendum attached hereto.
- 1.18 **"Subscription Term"** has the meaning given to it in Section 3.2 of the Subscription Licenses Addendum.
- 1.19 **"Support Addendum"** means the Support Addendum attached hereto.
- 1.20 **"Support Term"** has the meaning given to it in Section 4.2 and 4.3 of the Support Addendum.

## 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 and Customer hereby agrees to pay for a non-exclusive, non-transferable (except as set forth in Section 12.5) license to use the Licensed Property as set out in the applicable Order solely for Customer's Internal Use in accordance with the terms set forth on the applicable Addendum hereto and the applicable Documentation delivered with the Software (the "License").
- 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 agreed by the Parties and indicated on the applicable Order, AvePoint shall provide an electronic link to make available to Customer the Licensed Property.
- 2.6 **Services.** Except as may be set forth on the Support Addendum, Subscription Licenses Addendum or Software as a Service (SaaS) 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).
- 2.7 **Use.** Customer is solely responsible for determining the appropriate uses and limitations of the Licensed Property in Customer's operations.

### **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. The Customer agrees to receive invoices in electronic form. AvePoint shall send electronic invoices to the Customer in a suitable and common format (such as a PDF file).
- 3.2 **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 (including all addenda hereto) when due, then AvePoint may terminate this Agreement as per Section 9.
- 3.3 **Applicable Taxes.** Customer agrees to pay any sales, value-added or other similar transaction-based taxes imposed by applicable law. Furthermore, where required under the provisions of any applicable laws (including treaties), Customer agrees to withhold on payments made to AvePoint, and remit to the relevant taxing authority, any withholding tax as imposed by the relevant taxing authority. In the event the Customer withholds from payment and/or remits to the relevant taxing authority more withholding tax than is stated by AvePoint on any Order (i.e., the "Predetermined Tax Amount") both the Customer and AvePoint shall attempt to settle such disputes before any payment is remitted to AvePoint



or the relevant taxing authority. Customer is held liable to AvePoint for any withholding tax withheld from payment to AvePoint and/or remitted to the relevant taxing authority exceeding the Predetermined Amount. The Parties shall use commercially reasonable efforts to cooperate and coordinate with each other in completing and filing documents required under the provisions of any applicable laws (including treaties) in connection with the making of any required tax payment or withholding payment, in connection with a claim of exemption from, or entitlement to, a reduced or zero rate of withholding; or in connection with any claim to a refund of or credit for any such payment. 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.
- 4.3 **User Compliance Check.** AvePoint may, with reasonable notice and at any time during reasonable business hours, not more than once every twelve months either on its own or through its duly authorized representative, conduct a review of the use by Customer of the Software to ensure that Customer is complying with the terms of this Agreement. Notwithstanding the foregoing, AvePoint may use technical measures to conduct compliance checks on an ongoing basis for its SaaS Services and Hosted Licensed Property as defined in the SaaS Addendum.

#### **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 THIRD PARTY SOFTWARE BEYOND THE THIRD PARTY SOFTWARE EXPRESSLY APPROVED AS COMPLIANT IN THE DOCUMENTATION, 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, LOSS OF USE OF THE LICENSED PROPERTY OR ANY LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR FAILED OPERATION OF THE INTERNET, THIRD PARTY TELECOMMUNICATION SERVICES OR THIRD PARTY SECURITY FEATURES OR SYSTEMS, 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 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 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, from the date the termination becomes effective, refund a) in case of perpetual licenses, for the remaining time (if any) a pro-rated portion of the license fees or other charges paid by Customer to AvePoint for such Licensed Property, as depreciated on a five-year straight-line basis from the date of purchase; or b) in case of Subscription Licenses, the license fees or other charges paid by Customer to AvePoint for such Licensed Property for the unused remainder of the purchased Subscription Term; or c) in case of Licensed Property that is licensed per Usage (as defined in Section 1(b)) of the Perpetual Licenses Addendum), the license fees or other charges paid by Customer to AvePoint for such Licensed Property for the unused remainder of the purchased usage amount. 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.

## **8. PROTECTION OF CONFIDENTIAL INFORMATION AND DATA PRIVACY**

- 8.1 **Protection of Confidential Information.** In the course of performing their obligations pursuant to this Agreement, a Party hereunder (the "Receiving Party") may be furnished with, receive, and otherwise have access to Confidential Information of the other Party (the "Disclosing Party"). All Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall: (i) hold all Confidential Information in strict confidence and refrain from disclosing Confidential Information to third parties except to its own or its Affiliates' directors, officers, employees or consultants and only then if these persons have a clear need to know such Confidential Information in connection with the performance of their professional responsibilities and are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement; (ii) use Confidential Information solely and exclusively for the purposes of fulfilling its obligations under this Agreement, and only as expressly authorized by this Agreement; and (iii) accord Confidential Information at least the same level of protection against unauthorized use or disclosure that the Receiving Party customarily accords to its own confidential, proprietary, or trade secret information of a like nature, but in no event less than a reasonable level of protection.
- 8.2 **Data Privacy and Transfer of Data.** Customer acknowledges that information provided to AvePoint may be transferred outside the European Economic Area for the purposes of data processing by AvePoint and its Affiliates. All Personal Data received or collected by AvePoint in connection with the performance of this Agreement (including its amendments) will be processed in accordance with AvePoint's privacy policy which can be accessed at <http://www.avepoint.com/company/privacy-policy>. Any Personal Data received or collected by AvePoint's Affiliates in the European Union (EU) shall further be processed in accordance with the EU data protection legislation. The U.S.-based AvePoint Affiliates have certified to the Privacy Shield Framework between the United States and the European Union, and to the Privacy Shield Framework between the United States and Switzerland. Where the Personal Data is that of a third party, Customer certifies that it has obtained that data pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to such information.
- 8.3 **Data Protection and Information Security.** Any Licensed Property and Support Services shall be provided to Customer in accordance with AvePoint's DPIS Policy.

## **9. TERM AND TERMINATION**

- 9.1 **Term.** This Agreement shall remain in full force and effect from the Effective Date until terminated pursuant to this Section.
- 9.2 **Termination of this Agreement for Cause.** This Agreement, together with its Amendments and the Licenses and other rights granted hereunder may be terminated immediately by either Party for good cause. Such good cause exists in particular if:
- (a) a Party becomes insolvent, an application to initiate insolvency proceedings against a Party has been filed, any such application has been rejected due to lack of assets, any executions against a Party have been fruitless or any execution





measures have been initiated against a Party which have not been cancelled within one month (e.g. cancellation of seizure); or

- (b) a Party has breached a material contractual obligation of this Agreement or one of its Addenda and has failed to remedy such breach within thirty (30) days of receipt of written notice from the other Party declaring and setting forth the nature of such breach. Notwithstanding the foregoing, a Party shall not be permitted to terminate this Agreement due to that Party's own material breach of this Agreement.

9.3 **Ordinary Termination of this Agreement.** The Customer may terminate this Agreement for convenience, without cause, at any time, upon not less than ninety (90) days' prior written notice to AvePoint.

9.4 **Effect of Termination.**

- (a) Immediately upon any termination, cancellation or expiration of this Agreement for any reason, 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. Furthermore, Customer shall, where applicable, uninstall the Licensed Property from its systems and shall, at AvePoint's sole discretion, either destroy or return the Licensed Property (including all copies thereof) to AvePoint.
- (b) Customer acknowledges and agrees that any termination of this Agreement under Section 9.3 shall not permit or entitle Customer to a refund of any monies paid hereunder and that all agreed but unpaid fees shall be invoiced by AvePoint and shall immediately be payable by Customer to AvePoint. If Customer terminates pursuant to Section 9.2 for cause, then Customer shall be entitled to a refund of pre-paid fees for Maintenance or subscription-based Licensed Property for the remaining months in the then-current Support Term or Subscription Term, up to a maximum refund of twelve (12) months' fees.

9.5 **Survival Provisions of the Agreement.** The provisions of Section 3 through 12 of this Agreement, and any other sections which by their nature are intended to survive, shall survive the termination, cancellation or expiration of this Agreement for any reason.

9.6 **Termination or Expiration of Support Services.** Support Services and the rights granted thereunder may expire or be terminated independently of the Agreement in accordance with Section 4 of the Support Addendum.

9.7 **Termination or Expiration of Subscription Licenses.** Subscription Licenses and the rights granted thereunder may expire or be terminated independently of the Agreement in accordance with Section 3 of the Subscription Licenses Addendum.

## 10. **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.

## **11. EXPORT LAWS AND REGULATIONS; ANTI-CORRUPTION COMPLIANCE**

- 11.1 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 (e.g. the Crimea region of Ukraine, 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 Section 11.
- 11.2 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.

## **12. MISCELLANEOUS PROVISIONS**

- 12.1 **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.
- 12.2 **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.



- 12.3 **Notices.** All notices, requests, demands, consents, authorizations, claims, and other communications (each a "Notice") hereunder must be in writing by an authorized representative of the sender and shall be deemed to have been duly given: (i) when hand-delivered to the addressee; (ii) when transmitted by confirmed e-mail with a duly signed scan of the Notice attached; (iii) one (1) business day after being given to an overnight courier with a reliable system for tracking delivery; or (iv) three (3) business days after the day of mailing, when mailed by registered or certified mail, return receipt requested, postage prepaid. Notices to AvePoint shall be sent to the address set forth in the preamble, Attn: General Counsel; or, if sent by confirmed e-mail, to legal@avepoint.com. Unless otherwise specified by Customer in writing, Notices to Customer shall be sent to the Customer's e-mail address provided in the Order or, if no such e-mail address has been provided, 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 Party Notice in the manner herein set forth.
- 12.4 **Intentionally Omitted.**
- 12.5 **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.
- 12.6 **Waiver.** No Party 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.
- 12.7 **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.
- 12.8 **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.



- 12.9 **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.
- 12.10 **Segmentation.** Any of Customer's purchases of Licensed Property under this Agreement are separate Orders and are separate from any other offers that the Customer may receive or may have received from AvePoint. Customer understands that it may purchase any AvePoint Licensed Property independently of any other purchase from AvePoint. Customer's obligation to pay for any Licensed Property is not contingent on the performance and/or delivery of any other purchase from AvePoint.
- 12.11 **Remedies.** All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.
- 12.12 **Intentionally Omitted.**
- 12.13 **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 addenda 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 Term or for a longer Subscription Term, 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.
- 12.14 **Negotiated Agreement.** This Agreement (including all Addenda hereto) is intended to be a master agreement for licensing and for any other services provided by AvePoint hereunder. 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 current or future sales quote, purchase order, invoice or communication and applies so long as this Agreement remains in effect.



## PERPETUAL LICENSES ADDENDUM

THIS **ADDENDUM** to the **AVEPOINT MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT** (the "Perpetual Licenses Addendum"), is made and entered into by and between AvePoint and the Customer. The terms and conditions of this Perpetual Licenses Addendum shall be applicable to any Licensed Property that is provided by AvePoint under a perpetual License. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the attached AvePoint Master Software License and Support Agreement (the "Agreement").

### 1. **GRANT OF LICENSE**

Subject to the observance by Customer of the terms and conditions of the Agreement, AvePoint hereby grants to Customer and Customer hereby agrees to pay for a non-exclusive, non-transferable (except as set forth in Section 12.5 of the Agreement) license 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 "License"):

- (a) Licensed per SharePoint Server: one perpetual license per SharePoint Server that is being administered through the Licensed Property;
- (b) Licensed per Usage: the perpetual license 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 Order;
- (c) Licensed per Named Domain (if offered by AvePoint under a perpetual license model): one License per specific domain name ("Named Domain") as set forth on the applicable Order; and
- (d) for Licensed Property that is classified as part of the DocAve Software Platform, one perpetual license per DocAve Manager and per Media Services used, where such usage is limited to the amount specified on the applicable Order.

With respect to the License set forth in this Section 1, Customer may grant sublicenses 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.



## SUBSCRIPTION LICENSES ADDENDUM

THIS **ADDENDUM** to the **AVEPOINT MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT** (the "Subscription Licenses Addendum"), is made and entered into by and between AvePoint and the Customer. The terms and conditions of this Subscription Licenses Addendum shall be applicable to any Licensed Property that is provided by AvePoint under a subscription license model. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the attached AvePoint Master Software License and Support Agreement (the "Agreement").

### 1. **GRANT OF LICENSE**

Subject to the observance by Customer of the terms and conditions of the Agreement, AvePoint hereby grants to Customer and Customer hereby agrees to pay for a non-exclusive, non-transferable (except as set forth in Section 12.5 of the Agreement) license 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 "Subscription License"):

- (a) Licensed per User: one Subscription License per User per time period in accordance with the fees set forth on the applicable Order;
- (b) Licensed per Named Domain (if offered by AvePoint under a subscription license model): one Subscription License per specific domain name ("Named Domain") as set forth on the applicable Order; and.
- (c) Licensed per Usage: the Subscription License 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 Order.
- (d) Licensed per Locality: one Subscription License per locality as defined in the applicable Order.

No sublicensing of use or access is permitted for any Licensed Property that is provided by AvePoint under a Subscription License model. The preceding sentence notwithstanding, and except as otherwise agreed between the Parties, the Customer may distribute Subscription Licenses granted by AvePoint to its Affiliates for use by its Affiliates' Authorized Users.

### 2. **SUPPORT SERVICES**

If Support Services (as defined in Section 1 of the Support Addendum) are included in a subscription for Licensed Property as per the applicable Order, such Support Services shall be provided by AvePoint in accordance with the provisions of the Support Addendum. In that case it will not be possible to purchase the Subscription Licenses without the corresponding Support Services.

### 3. **TERM, RENEWAL AND TERMINATION**

- 3.1 **Term of the Subscription Licenses Addendum.** This Subscription Licenses Addendum is effective upon acceptance of the terms of this Subscription Licenses Addendum by Customer and shall remain in force for the duration of the Agreement.
- 3.2 **Term of the Subscription Licenses.** The term of the Subscription Licenses starts on the agreed date or, if no date has been agreed, upon AvePoint making the subscription-based



Licensed Property available to the Customer. The Subscription Licenses shall be valid for the period specified in the applicable Order (the "Subscription Term") until terminated pursuant to Section 3.3 of this Subscription Addendum. In the event Customer requests additional Subscription Licenses or exceeds their allotted Subscription Licenses indicated on the applicable Order ("Excess Usage"), AvePoint will invoice Customer, and Customer shall be responsible for payment to AvePoint, for such Excess Usage, which amount shall be determined based on the then-current price per unit (excluding any discounts) of the Subscription Licenses and the duration of Excess Usage, unless otherwise agreed in writing between AvePoint and Customer. For avoidance of doubt, all additional Subscription Licenses purchased for such Excess Usage shall align with the Subscription Term as defined in the initial Order.

- 3.3 **Termination of the Subscription Licenses.** The Subscription Licenses shall terminate upon the happening of one or more of the following:
- (a) Termination of the Agreement for cause as per the Master Agreement's sec. 9.2(b), with the effect of such termination for cause as laid out in the Master Agreement's sec. 9.3(b);
  - (b) At the end of the Subscription Term, unless (i) Customer gives AvePoint notice of its desire to renew the Subscription Licenses at least sixty (60) days prior to the end of the Subscription Term; and (ii) AvePoint receives and accepts in writing a corresponding Order from Customer before the end of the Subscription Term.



## 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 the Customer. The terms and conditions of this Support Addendum shall be applicable to any Support Services (as defined in Section 1 below) that are provided by AvePoint to Customer. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the attached AvePoint Master Software License and Support Agreement.

### 1. **SUPPORT SERVICES**

Support Services are intended to resolve issues experienced by the Customer with the installation, configuration, and operation of the Licensed Property ("Support Services"). 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 the applicable Order 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.

1.1 **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. When providing such data, configuration information and program copies, Customer shall not under any circumstances provide personal data to AvePoint for processing of such data on behalf of the Customer as defined in Article 28.1 GDPR unless agreed otherwise by way of a separate written agreement between the Parties. Notification to AvePoint and subsequent follow-up shall be conducted through AvePoint's Call Center Support.

1.2 **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 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 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>Basic</u>	<u>Standard</u>	<u>Premier</u>
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

<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> </ul>	4 hours or less	Immediate



	<ul style="list-style-type: none"> <li>• Production environment is operational, but Licensed Property activities are limited</li> <li>• Long-time adverse effects can lead to productivity being hindered</li> </ul>		
Very High	<ul style="list-style-type: none"> <li>• Licensed Property 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

\*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.

1.3 **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 eight (8) man hours or more 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.

1.4 **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 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. 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

<u>Product Release</u>	<u>Basic</u>	<u>Standard</u>	<u>Premier</u>
Hotfixes	Yes	Yes	Yes
Cumulative Update	Yes	Yes	Yes
Service Pack	No	Yes	Yes
Platform Upgrade	No	Single-Year: No Multi-Year: Yes	Yes

- 1.5 **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.

- 1.6 **Support Lifecycle of Licensed Property.** AvePoint will provide Support Services for Licensed Property during its lifecycle as defined in AvePoint's Support Lifecycle Policy (as published on AvePoint's website and/or available upon request) as amended from time to time.

## 2. **SUPPORT FEES**

- 2.1 The payment as provided on the applicable Order or on AvePoint's invoice to Customer is payable prior to the commencement of any services hereunder.
- 2.2 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).
- 2.3 Where an annual payment for multi-year Support Terms has been agreed between the Parties, AvePoint, within its reasonable discretion, shall invoice the Customer approximately forty-five (45) days prior to the beginning of each annual period. Due dates and late payment consequences shall apply as set forth in Sections 3.1 and 3.4 of the Agreement.

## 3. **WARRANTIES AND LIMITATION OF WARRANTIES**

During the Support Term, Customer shall be entitled to the following warranties:

- 3.1 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.
- 3.2 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 TO CUSTOMER'S COMPUTER EQUIPMENT AND SYSTEM SOFTWARE OR ITS CAPACITY ARE HEREBY EXPRESSLY DISCLAIMED.

## 4. **TERM AND TERMINATION**

- 4.1 **Term of the Support Addendum.** This Support Addendum is effective upon acceptance of the terms of this Support Addendum by Customer and shall remain in force for the duration of the Agreement.



- 4.2 **Support Term for Perpetual Licenses.** For perpetual Licenses, the term of the Support Services starts on the agreed date or, if no date has been agreed, immediately upon delivery of the Licensed Property to which the Support Services relate. AvePoint shall provide Support Services according to this Support Addendum for the period specified in the applicable Order (the "Support Term") until terminated pursuant to this Section 4. 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.
- 4.3 **Support Term for Subscription Licenses.** For Subscription Licenses that include Support Services, the Support Term shall be the same as the Term of the Subscription Licenses.
- 4.4 **Termination of the Support Services.** The Support Services shall terminate upon the happening of one or more of the following:
- (a) Termination of the Agreement for cause as per the Master Agreement's sec. 9.2(b), with the effect of such termination for cause as laid out in the Master Agreement's sec. 9.3(b);
  - (b) At the end of the Support Term, unless Customer (i) gives AvePoint notice of its desire to renew the Support Services at least sixty (60) days prior to the end of the Support Term; and (ii) AvePoint receives and accepts in writing a corresponding Order from Customer before the end of the Support Term.



## SOFTWARE AS A SERVICE (SAAS) ADDENDUM

THIS **ADDENDUM** to the **AVEPOINT MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT** (the "SaaS Addendum"), is made and entered into by and between AvePoint and the Customer. The terms and conditions of this SaaS Addendum shall be applicable where AvePoint provides SaaS Services (as defined below) to Customer. Any defined term used herein which is not otherwise defined shall have the meaning set forth in the attached AvePoint Master Software License and Support Agreement (the "Agreement").

### 1. **DEFINITIONS**

For purposes of this Agreement,

- 1.1 **"Account"** means an account provided by AvePoint that enables a person to access and use the SaaS Services, including both administrator accounts and user accounts.
- 1.2 **"Business Contact Information"** shall mean incidental business contact information that Customer provides to AvePoint in the ordinary course of business, which AvePoint in turn retains within various internal systems and departmental records, including but not limited to its customer relationship management system, Legal and Accounting departments.
- 1.3 **"Cloud Storage Provider"** shall mean the third party that provides the cloud storage capacities used by AvePoint to store Customer Data and to provide the SaaS Services. Depending on the AvePoint Product, AvePoint may also allow certain Customer Data to be stored on supported cloud storage capacities of a different Cloud Storage Provider that is contracted by Customer.
- 1.4 **"Customer Data"** shall mean any data that is: a) provided to AvePoint by, or on behalf of, Customer (including all text, sound, video, or image files, and software) for use with the Hosted Licensed Property (**"Customer Provided Data"**); b) referring to Customer specific configurations in the Hosted Licensed Property that are necessary for the configuration and operation of the Hosted Licensed Property (**"Configuration Data"**); or c) generated from Customer Provided Data by features of the Hosted Licensed Property and hosted on the storage of the Cloud Storage Provider, e.g. generated backups of Customer Provided Data or log files generated by the Hosted Licensed Property (**"Generated Data"**).
- 1.5 **"Downtime"** shall mean the total accumulated time during which the relevant Hosted Licensed Property is without external connectivity, meaning without bi-directional network traffic over supported protocol.
- 1.6 **"Hosted Licensed Property"** shall mean the Licensed Property that is hosted on the storage of the Cloud Storage Provider and for which AvePoint provides the SaaS Services.
- 1.7 **"SaaS Services"** shall mean AvePoint providing Hosted Licensed Property by means of SaaS services so that Customer may access the Hosted Licensed Property via the internet, along with certain support services, as specified in the Agreement and its Amendments.
- 1.8 **"Service Credit"** shall mean the percentage of the total fees actually paid by Customer for the specific SaaS Services that are applied to the month (i.e., 1/12 of the annual fees owed by Customer to AvePoint for the specific SaaS Services) in which a Service Credit is owed. If Customer purchased SaaS Services as part of a suite or other single offer, the applicable monthly fees and Service Credit for each SaaS Service will be pro-rated.



## **2. SAAS SERVICES AND RESTRICTIONS**

- 2.1 AvePoint shall make the SaaS Services available to the Customer for the term of the Subscription License that was purchased by Customer for the Hosted Licensed Property. AvePoint will use the most recent Product Release (as defined in Section 1.4 of the Support Addendum) of the Hosted Licensed Property to provide the SaaS Services.
- 2.2 In addition to the License restrictions set out in Section 2 of the Agreement and in Section 1 of the Subscription License Addendum, the permission for the Customer to use the SaaS services is subject to the following conditions:
- (a) The Customer must not permit any unauthorized person to access or use the SaaS Services and shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the SaaS Services using an Account;
  - (b) The Customer must not use the SaaS Services in any way that causes, or may cause, damage to the SaaS Services or impairment of the availability or accessibility of the SaaS Services.
  - (c) The Customer must not use the SaaS Services in any way that is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

## **3. DATA RETENTION**

Upon the termination of the License for a specific Hosted Licensed Property, Customer 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 License for the same Hosted Licensed Property prior to the end of the Retention Period, Customer Data shall remain available to Customer.

## **4. GENERATED DATA MIGRATION SERVICES**

Should Customer request migration of Generated Data to a different Cloud Storage Provider or an on-premises location provided by Customer, AvePoint shall assess whether and to which extent such migration is reasonably possible and such assessment and migration (if any) shall be performed by AvePoint at AvePoint's then current rates for such services.

## **5. DATA CENTER LOCATIONS AND ISOLATION**

If there is a geographic region indicated on the applicable Order or the website where Customer registers for the Hosted Licensed Property, the Customer Data and all operations will reside and execute from the geographic region's data center. All Customer Data passing through Hosted Licensed Property is stored by AvePoint in a Customer-selected data center.



## **6. PROTECTION OF CUSTOMER DATA**

AvePoint shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Business Contact Information, including, but not limited to measures for preventing access, use, modification or disclosure of Customer Data or Business Contact Information except (a) to provide the SaaS 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. When providing Customer Data or Business Contact Information, Customer shall not under any circumstances provide Personal Data to AvePoint for the processing of such data on behalf of Customer as defined in Article 28.1 GDPR unless agreed otherwise by way of a separate written agreement between the Parties.

## **7. LICENSE TO USE SELECT SAAS CUSTOMER DATA**

Customer hereby grants to AvePoint and its Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer Data and Business Contact Information as necessary for AvePoint to provide the SaaS Services 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 or Business Contact Information. Customer grants AvePoint and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license 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.

## **8. SERVICE LEVEL AGREEMENT**

8.1 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 SaaS Services available at the gateway between the public internet and the network of the Cloud Services Provider, 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.

8.2 AvePoint warrants that the Hosted Licensed Property shall have an uptime of not less than 99.5% per month (resulting in a Downtime of not more than 3.39 hours per month) (the "SLA"). Customer shall bring forth any claim of excessive Downtime by submitting the details of such Downtime for AvePoint's reference. AvePoint must receive such claims latest by the end of the calendar month following the month in which the alleged Downtime occurred. After AvePoint's investigation of such claims, 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 Service Credit not to exceed in any particular month, fifteen percent (15%) of the monthly fees. Notwithstanding the foregoing, if the Parties determine that the Hosted Licensed Property had an uptime of less than ninety-nine percent (99.0%) (resulting in a Downtime of more than 7 hours and 18 minutes) in a specific month, the Customer shall, as an exclusive remedy, be entitled to a Service Credit of twenty percent (20%) of the fees applicable for that specific month. If Customer purchased a SaaS Service from a reseller, the Service Credit will be based on the estimated retail price for the applicable SaaS Service, as determined by AvePoint in its sole but reasonable discretion. Any Service Credits shall be credited to Customer within thirty (30) days of the determination of excessive Downtime by both Parties as set out above.





- 8.3 AvePoint may, at its sole discretion, announce additional performance targets for the SaaS Services and shall use commercially reasonable efforts to meet those targets. The Parties agree that the additional performance targets may be amended by AvePoint at any time and at its sole discretion and that a failure of AvePoint to meet those targets shall not entitle Customer to a refund of any fees paid under the Agreement or any Addendum thereto.
- 8.4 **Exclusions.** The above uptime and Downtime and any additional performance targets shall not apply to the extent any performance or availability issues are a result of Downtime scheduled in accordance with Section 8.1 or are directly or indirectly due to factors outside AvePoint's reasonable control, including but not limited to performance or availability issues that are (i) caused by a fault or failure of the internet or any public telecommunications network; (ii) caused by a fault or failure or availability problems of the Cloud Storage Provider; (iii) caused by a fault or failure or availability problems of any cloud-based services registered by Customer in the Hosted Licensed Property; (iv) caused by Customer's hardware or software; (v) caused by the actions or inactions of Customer; (vi) caused by Customer's use of the SaaS Services; or (vii) attributable to the acts or omissions of Customer or Customer's Authorized Users, or anyone gaining access to the SaaS Services by means of Customer's Accounts, passwords or equipment.



## PRODUCT AND LICENSING ADDENDUM

Product	Per SharePoint Server	Per Usage	Per User	Per Locality
AvePoint Cloud Backup			Subscription <sup>2</sup>	
AvePoint Cloud Governance			Subscription <sup>2</sup>	
AvePoint Cloud Management			Subscription <sup>2</sup>	
AvePoint Cloud Records			Subscription <sup>2</sup>	
AvePoint Cloud Archiving			Subscription <sup>2</sup>	
AvePoint Cloud Insights			Subscription <sup>2</sup>	
AvePoint Citizen Services				Subscription <sup>10</sup>
AvePoint Cloud Index			Subscription <sup>4</sup>	
AvePoint File Share Navigator Online			Subscription <sup>4</sup>	
DocAve	Perpetual	Subscription <sup>6</sup> (Migration Only)	Subscription <sup>1</sup>	
AvePoint Fly			Subscription <sup>7</sup> Subscription <sup>8</sup>	
AvePoint Governance Automation	Perpetual		Subscription <sup>1</sup>	
AvePoint Records			Subscription <sup>1</sup>	
Compliance Guardian: Enterprise Risk Management		Subscription <sup>9</sup>	Subscription <sup>7</sup>	
Compliance Guardian - Data Validation and Classification - Data Validation, Classification and Protection			Subscription	
AvePoint Office Connect			Subscription <sup>4</sup>	
AvePoint Meetings			Subscription <sup>4</sup>	
AvePoint Perimeter			Subscription <sup>4</sup>	
File Share Navigator	Perpetual		Subscription <sup>4</sup>	
DocAve for Salesforce	Perpetual		Subscription <sup>3</sup>	

**Required Number of Subscription Licenses:**

- <sup>1</sup> One Subscription License per unique user in the SharePoint farm(s) and Office 365 tenant(s) being managed by the Licensed Property.
- <sup>2</sup> One Subscription License per Office 365 Microsoft user in the tenant(s) being managed by the Licensed Property.
- <sup>3</sup> One Subscription License per Salesforce user in the service being managed by the Licensed Property.
- <sup>4</sup> One Subscription License for each user that will be accessing the application.
- <sup>5</sup> One Subscription License per user in the organization.
- <sup>6</sup> One Subscription License based on the number, size or amount of data processed by the Licensed Property and limited to the amount specified on the applicable Order.
- <sup>7</sup> One Subscription License per destination user seats or per destination mailboxes for cloud to cloud migration up to specified amount of data per user.
- <sup>8</sup> One Subscription License per range of user seats for file systems, SharePoint 2010, SharePoint 2013, SharePoint 2016 or SharePoint 2019 sources.
- <sup>9</sup> One Subscription License per organization being managed by the Licensed Property.
- <sup>10</sup> One Subscription License per locality as defined in the applicable Order.

For more information on Office 365 subscriptions and Salesforce licenses see **Licensing Information** available at <https://avepointcdn.azureedge.net/assets/webhelp/licensing/index.htm> (as amended from time to time).

AvePoint may update the Product and Licensing Addendum from time to time to reflect its product offerings and will provide such updates to Customer upon request. For any products not listed above or for further specifics including product availability, please refer to the relevant AvePoint sales quote.