

## DEMONSTRATION SOFTWARE LICENCE AND SUBSCRIPTION AGREEMENT

This Demonstration Software Licence and Subscription Agreement (the "**Agreement**") is made by and between AvePoint AU Pty Ltd, a company incorporated under the laws of Australia and registered under ABN 26 130 720 026 ("**AvePoint**") including if and where applicable its Affiliates (as defined below), and your company or entity ("**Customer**"), for use of certain of AvePoint's products and/or support services for testing purposes during a limited Demonstration Period. Each party hereto shall be referred to as "**Party**"; collectively, the "**Parties**". This Agreement is effective immediately upon accepting these terms by clicking a box or otherwise indicating your acceptance of the Agreement on the AvePoint website or during the installation process of any of AvePoint's Licensed Solutions (the "**Effective Date**").

Subject to the terms of this Agreement, AvePoint's Solutions shall be provided to Customer as either web-based access to software as a service ("**SaaS Solution**") or pursuant to a Demonstration Licence to use AvePoint's Software in Customer's self-hosted environment ("**Licensed Solution**"). AvePoint reserves the right to update, enhance, or otherwise change the Solutions from time to time and may do so without Customer's consent or agreement. AvePoint Solutions are limited in accordance with AvePoint's licensing and access models as set out in this Agreement and the Product Licensing and Access Models Addendum. In consideration of the foregoing and of the mutual promises contained herein, AvePoint and Customer agree as follows:

### 1. AVEPOINT SOLUTIONS

**1.1. SaaS Solutions.** Customer may access and use the SaaS Solutions on a Subscription basis solely for its Internal Use, in accordance with this Agreement, the Documentation, and any additional scope of use restrictions and Solution descriptions as specified by AvePoint. A SaaS Solution is limited for the Demonstration Period as follows: (a) access per user: one user per time period; or (b) access per usage: access is based on the number, size or amount of data processed by the SaaS Solution and is limited to the amount specified by AvePoint. Customer is responsible for use of the SaaS Solution by its Authorised Users (as defined below) and their full compliance with this Agreement. Customer shall keep confidential

its user IDs and passwords and remain responsible for all actions taken through its accounts.

**1.2. Licensed Solutions; Limitations.** If Customer desires to use a demonstration version of a Licensed Solution, subject to this Agreement, AvePoint grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable Demonstration Licence to use the Licensed Solution in accordance with this Agreement and the terms set forth on the applicable Documentation delivered with the Licensed Solution Except as expressly provided elsewhere in this Agreement, no sublicensing of use or access is permitted for any Solutions. The preceding sentence notwithstanding, and except as otherwise agreed between the Parties, Customer may distribute or deploy (but not sublicense) the Licensed Solution(s) to its Affiliates for use solely by the maximum number of Authorised Users or licensed quantities as specified by AvePoint. Except as expressly set forth in this Agreement, no licence is granted and none shall be deemed granted, by implication, estoppel, or otherwise.

**1.2.1. Types of Licences.** A Licensed Solution is limited for the time period specified in the Order (as defined in Section 9.1) as follows: (a) Licensed per user: one Demonstration Licence per user per time period as specified by AvePoint; (b) Licensed per Named Domain: one Demonstration Licence per specific domain name ("**Named Domain**") as specified by AvePoint; (c) Licensed per usage: the Licence granted hereunder is based on the number, size or amount of data processed by the Licensed Solution and is limited to the amount as specified by AvePoint; and/or (d) Licensed per Locality: one Licence per locality as specified by AvePoint.

**1.3. Use Restrictions.** Any Solutions offered by AvePoint under this Agreement may only be used for Customer's Internal Use testing, or in participation of technology adoption or preview programs (which may grant access to products, features or functions not yet generally available). Customer shall not (and shall not permit any third party to): (a) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, provide access to or otherwise make available any Solutions to any third party except as provided for expressly in this Agreement; (b) use the Solutions to provide or incorporate the Solutions into any product or

service provided to a third party; (c) use the Solutions to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying ideas of the Solutions, or analyse outputs to deduce trade secrets, even if expressly permitted by statute. Any breach of this provision constitutes a material breach and grounds for immediate termination; (e) copy, modify or create any derivative work of the Solutions or any Documentation; (f) remove or obscure any proprietary or other notices contained in the Solutions (including any reports or data printed from the Solutions); (g) publicly disseminate performance information regarding the Solutions; (h) use the Solutions to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (i) disrupt the security, integrity or operation of the Solutions; (j) remove or modify a copyright or other proprietary rights notice in the Solutions; (k) use the Solutions to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (l) use them unlawfully or in any manner which violates any applicable law or regulation; or (m) use them in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any AvePoint or third party data, software or network. Customer must not permit any unauthorised person to access or use the Solutions and shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Solutions using an Account. Customer shall be responsible for the lawfulness of, and results obtained from, all Customer Data submitted by users and each user's acts and omissions.

**1.4. 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 authorised representative, conduct a review of the Customer's compliance with the terms of this Agreement (including but not limited to Customer's use of the Solutions). Notwithstanding the foregoing, AvePoint may use technical measures to conduct compliance checks on an ongoing basis to determine if the Customer

exceeds the allotted quantities of the granted Subscriptions as specified by AvePoint.

**1.5. Services.** AvePoint is under no obligation to provide any services to Customer with respect to the Solutions (including, without limitation, any implementation, training, support or maintenance).

## 2. DATA PRIVACY

**2.1. Security, DPA.** AvePoint shall use commercially reasonable technical and organisational measures designed to prevent unauthorised access, use, alteration, or disclosure of the Solutions or Customer Data (as defined in Section 9.1), as further described in AvePoint's then-current DPIS Standard. If and to the extent AvePoint processes Personal Data on behalf of Customer, AvePoint's DPA shall apply. In case of conflicts or ambiguities between this Agreement and the DPA, the DPA shall prevail.

**2.2. Customer Data.** All Personal Data (as defined in Section 9.1) 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 Notice. Any Personal Data received or collected by AvePoint or its Affiliates will further be processed in accordance with applicable data protection laws. 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 authorisations and consents with respect to such information. AvePoint shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Business Contact Information (as defined in Section 9.1), 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 Solutions 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 Documentation. All Customer Data passing through SaaS Solutions is stored by AvePoint in a Customer-selected data centre. If there is a geographic region indicated on the applicable Order or the website where Customer registers for the SaaS Solutions, Customer Data and all operations will reside and execute from that geographic region's data centre, save for

(temporary) emergency purposes. Customer acknowledges and to the extent necessary approves that information provided to AvePoint (other than Customer Data) may be stored and processed by AvePoint in the United States or in other countries.

**2.3. Rights in Customer Data.** Customer is solely responsible for the accuracy, content, and legality of all Customer Provided Data. Customer represents and warrants to AvePoint that (1) Customer will comply with all applicable laws in its use of the Solutions (including but not limited to, if applicable, the California Online Privacy Protection Act, GDPR and similar laws governing the protection of personal data) and (2) Customer has provided all disclosures and obtained all necessary rights, consents and permissions to collect, share and use Customer Provided Data as contemplated in this Agreement (including granting AvePoint the rights herein) without violation or infringement of (i) any third party intellectual property, publicity, privacy or other rights, (ii) any laws, or (iii) any agreement between Customer and a third party. Customer grants to AvePoint and its Affiliates a non-exclusive, worldwide, limited-term licence to use, store, host, copy, transmit, modify, create derivative works of, and display Customer Data and Business Contact Information solely as necessary for AvePoint to provide the Solutions and/or Services as the case may be, in accordance with this Agreement. Subject to these limited licences, 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 licence to use and incorporate into the Solutions or the Documentation any request, comments, suggestion, recommendation, correction, or other feedback provided by Customer related to the Solutions ("**Feedback**"). AvePoint may freely use or exploit Feedback in connection with any of its products or services.

**2.4. Indemnification by Customer.** Customer shall indemnify, defend and hold harmless AvePoint (including its Affiliates) from and against any and all third-party claims, costs, damages, losses, liabilities, judgments, settlements, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any breach or alleged breach by Customer of Section 2.3 (Rights in Customer

Provided Data). This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defence, or settlement of such claim; and (iii) all reasonably necessary cooperation of AvePoint (at Customer's expense for reasonable out-of-pocket costs).

### 3. OWNERSHIP

Customer agrees that AvePoint or its suppliers retain all right, title, and interest (including all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Solutions, all Documentation, and any and all underlying technology including, but not limited to, any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback. This Agreement confers no ownership rights to Customer and is not a sale of any rights in the Solutions, the Documentation, or the media on which either is recorded or printed. Customer does not acquire any rights, express or implied, in the Solutions, Software, or the Documentation, other than those rights as a licensee specified in this Agreement. Customer agrees not to disclose, disseminate, or transmit via any medium whatsoever, or make available the Solutions, Software, or any associated trade secrets, to any third party without AvePoint's prior written consent. AvePoint may generate Usage Data (as defined in Section 9.1) for purposes of analytics, benchmarking, product improvement, and other legitimate business purposes. Nothing herein transfers to AvePoint ownership of Customer's proprietary datasets, which remain Customer's property. Except as expressly set forth in this Agreement, no rights in the Solutions or any AvePoint technology are granted to Customer.

### 4. WARRANTIES AND DISCLAIMER

**4.1. Warranty Disclaimer.** EXCEPT IN CASES OF SECTION 4.2 BELOW, THE SOLUTIONS AND ALL RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY AND CUSTOMER'S USE OF THEM IS AT ITS OWN RISK. AVEPOINT DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CUSTOMER RELEASES AVEPOINT FROM AND WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE,

FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AVEPOINT DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOLUTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES AVEPOINT WARRANT THAT IT WILL REVIEW CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CUSTOMER DATA WITHOUT LOSS. AVEPOINT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF AVEPOINT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AVEPOINT DOES NOT WARRANT THAT THE SOLUTIONS 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. EXCEPT AS TO COMPATIBILITY OF THE LICENSED SOFTWARE 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. 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 SOLUTIONS. IN NO EVENT SHALL AVEPOINT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OF THE SOLUTIONS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

**4.2. Consumer Law.** Where the Customer is deemed to be a 'Consumer' under the Competition and Consumer Act 2010 (CTH) ("**Consumer Law**") and to the extent the Consumer Law applies, AvePoint's warranties and the Customer's available remedies in relation to services and/or goods provided under this

Agreement will be determined by the minimum warranties and liability set out by that Consumer Law.

## 5. LIMITATION OF LIABILITY

**5.1. Direct and Consequential Damages Waiver.** EXCEPT FOR AVEPOINT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (INDEMNITY), AVEPOINT SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES SUFFERED BY CUSTOMER AS A RESULT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL AVEPOINT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. UNDER NO CIRCUMSTANCES SHALL AVEPOINT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE, SUFFERED BY CUSTOMER OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH CUSTOMER, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

**5.2. Liability Cap.** AVEPOINT'S ENTIRE CUMULATIVE LIABILITY TO THE CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT OF \$50 AUD.

**5.3. Nature of Claims and Failure of Essential Purpose.** The Parties agree that the waivers and limitations specified in this Section 5 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

**5.4. Applicability to Consumers.** Nothing in this Section 5 shall be deemed to restrict any rights or remedies that are available to Consumers

under the Consumer Law as set out in Section 4.2 above.

## 6. INDEMNITY

AvePoint shall defend Customer from and against any claim by a third party alleging that the Solutions when used as authorised under this Agreement infringes a patent or any copyright or trademark and shall indemnify Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by AvePoint (including reasonable attorneys' fees) resulting from such claim, provided that AvePoint has received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for AvePoint to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation of Customer (at AvePoint's expense for reasonable out-of-pocket costs). If Customer's use of the Solutions is (or in AvePoint's opinion is likely to be) enjoined, if required by settlement or if AvePoint determines such actions are reasonably necessary to avoid material liability, AvePoint may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Solutions; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement. The foregoing indemnification obligation of AvePoint shall not apply: (1) if the Solutions are modified by any party other than AvePoint, but solely to the extent the alleged infringement is caused by such modification; (2) if the Solutions are combined with products or processes not provided by AvePoint, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorised use of the Solutions; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within the Solutions; or (5) if Customer settles or makes any admissions with respect to a claim without AvePoint's prior written consent. THIS SECTION 6 SETS FORTH AVEPOINT'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

## 7. CONFIDENTIAL INFORMATION

**7.1.** Each party (as "Receiving Party") agrees that all code, inventions, know-how, privacy and/or security reports, business, technical and

financial information and trade secrets (as defined applicable laws) obtained from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information shall also include all information about AvePoint security and privacy protocols, security certificates, and audit reports whether the confidential information is provided pursuant to this Agreement or generally to the Customer for evaluation of AvePoint solutions and services. Any AvePoint technology, performance information relating to the Services, and the terms and conditions of this Agreement shall be deemed Confidential Information of AvePoint without any marking or further designation.

**7.2.** Except as expressly authorised herein, the Receiving Party shall (1) hold in confidence and not disclose any Confidential Information, including trade secrets, to third parties except to its own or its Affiliates' directors, officers, employees, auditors, agents, consultants or other representatives, provided that these persons have a clear need to know such Confidential Information in connection with this Agreement and the Parties' rights and obligations hereunder and are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement, and provided that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section; and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement.

**7.3.** The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party – to the extent

legally permitted – notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.

**7.4.** The Receiving Party shall implement and maintain reasonable measures to protect Confidential Information, including but not limited to: encryption of stored and transmitted data, access controls and authentication, and marking documents containing Confidential Information as “CONFIDENTIAL,”. Each Party shall furthermore maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Confidential Information, including trade secrets, from unauthorised access, disclosure, or use. Such safeguards shall be consistent with industry standards, such as those reflected in the NIST Cybersecurity Framework or ISO/IEC 27001. In the event of any confirmed unauthorised access to trade secrets, the Receiving Party shall notify the Disclosing Party without undue delay.

**7.5.** The Receiving Party acknowledges that unauthorised use or disclosure of the other Party’s Confidential Information, including trade secrets, would cause irreparable harm for which monetary damages may be inadequate, and therefore that upon any such use or disclosure by the Receiving Party the Disclosing Party shall be entitled to seek injunctive or equitable relief, in addition to any other available remedies, without the need to post bond.

**7.6.** If AvePoint reasonably suspects unauthorised use or disclosure of its Confidential Information or trade secrets, Customer shall cooperate fully in any investigation, including granting AvePoint or its designee reasonable forensic access to relevant systems, devices, and accounts, and preserving all potentially relevant evidence.

## 8. TERM AND TERMINATION

**8.1. Term.** This Agreement shall remain in full force and effect from the Effective Date until the expiration of the Demonstration Period unless terminated pursuant to this Section.

**8.2. Termination of this Agreement and of the Demonstration Licence.** This Agreement and the Demonstration Licence and other rights granted hereunder may be terminated immediately by AvePoint at any time and for any reason, or, if not terminated or extended in writing by AvePoint past the Demonstration Period, it

shall automatically terminate at the end of the Demonstration Period.

### 8.3. Effect of Termination.

**8.3.1.** Immediately upon the termination, cancellation, or expiration of this Agreement or of any Demonstration Licence granted hereunder for any reason, all rights and Demonstration Licences 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 Solutions. Where applicable, Customer shall uninstall any Licensed Solutions from its systems and shall, at AvePoint’s sole discretion, either destroy or return the Licensed Solutions (including all copies thereof) to AvePoint. Except as set out in Section 8.4 (Data Retention) below, Customer acknowledges that following termination, cancellation, or expiration of this Agreement or any Subscription, it shall have no further access to any Customer Data in the SaaS Solutions, and, except as provided elsewhere in this Agreement, that AvePoint may delete any such data as may have been stored by AvePoint at any time.

**8.3.2.** Upon written request, Customer shall upon termination or expiration of this Agreement promptly return or, at AvePoint’s request, securely destroy all Confidential Information (including trade secrets) in its possession, except to the extent retention is required by applicable law or standard archival/backup practices. Customer shall, upon request, provide written certification of such return or destruction. Obligations with respect to trade secrets shall survive indefinitely, until such information ceases to qualify as a trade secret under applicable law.

**8.4. Data Retention.** Upon cancellation, termination or expiration of a Subscription or termination of this Agreement Customer Data in the SaaS Solutions will be preserved for thirty (30) days (the “**Retention Period**”). After the Retention Period, such Customer Data will be permanently deleted from AvePoint’s server and unrecoverable by Customer. If Customer purchases a Subscription to the SaaS Solutions prior to the end of the Retention Period, Customer Data in the SaaS Solutions shall remain available to Customer.

**8.5. Surviving Provisions.** The following Sections shall survive any expiration, cancellation, or termination of this Agreement: 1.3 (Use Restrictions), 2.3 (Rights in Customer Data), 2.4 (Indemnification by Customer), 3 (Ownership),

4.1 (Warranties and Disclaimer), 5 (Remedies and Damages Limitation ), 6 (Indemnity), 7 (Confidential Information), 8 (Term and Termination), and 9 (General Terms).

## 9. GENERAL TERMS

### 9.1. Definitions

**"Affiliate"** means, with respect to any person, any other person that controls or is controlled by or under common control with such Person (as defined below); 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, joint venture, joint stock company, trust, estate, association, limited liability company, or other entity the existence of which is recognised by any legal or regulatory authority; and **"control,"** when used with respect to any Person, means direct or indirect 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.

**"Authorised User"** or **"User"** means: (i) a direct user of the Solutions, 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 use the Solutions only for the benefit of Customer and Customer's Affiliates and subject to the terms and conditions and restrictions of this Agreement. For the avoidance of doubt, Customer is responsible for ensuring such compliance of its consultants.

**"Business Contact Information"** means 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.

**"Cloud Service Provider"** means the third party contracted by AvePoint that provides cloud computing, storage or other capacities for AvePoint Solutions to store Customer Data and/or run the Solutions. Depending on the AvePoint Solution for which AvePoint has granted a Demonstration Licence to Customer under this Agreement, certain Customer Data may be stored, and/or certain computing tasks of the Solutions

may be run, on supported cloud storage and/or computing capacities of a different Cloud Service Provider that is contracted by Customer.

**"Customer Data"** means 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 Solutions (**"Customer Provided Data"**); b) referring to Customer specific configurations that are necessary for the operation of the Solutions (**"Configuration Data"**); or c) generated from Customer Provided Data by features of the Solutions and hosted on the storage of the Cloud Service Provider, e.g. generated backups of Customer Provided Data or log files generated by the Solutions (**"Generated Data"**).

**"Defect"** means a problem causing the Solution to not materially or substantially conform to the Documentation.

**"Demonstration Licence"** means an access right to SaaS Solutions or a licence for Licensed Solutions (as applicable) for Customer's Internal Use testing, or in participation of technology adoption or preview programs (which may grant access to products, features or functions not yet generally available), and solely during the Demonstration Period and in accordance with the limitations as set out under this Agreement.

**"Demonstration Period"** means the period of time from the Effective Date and continuing until the conclusion of thirty (30) days following the Effective Date unless either a) sooner terminated by AvePoint in its sole discretion or b) extended in writing by AvePoint.

**"Documentation"** means the end user documentation delivered with or related to the Solutions (including but not limited to user guides, manuals, release notes or online portals and wiki pages) as may be modified from time to time including, but not limited to, user guides at <https://www.avepoint.com/resources/user-guides>.

**"DPA"** means AvePoint's Data Processing Addendum as periodically amended, and published at <https://www.avepoint.com/agreements/dpa>.

**"DPIS Standard"** means AvePoint's Data Protection, Information Security and Privacy Standard as periodically amended, and published

at <https://www.avepoint.com/license/dataprotection.html>.

**"Internal Use"** means use of the Solutions by employees of Customer in Customer's internal operations or as a trial by Customer for further validation or assessment but does not include access of the Solutions by, or use of the Solutions in the provisions of services to, Customer's clients or customers. Internal Use also includes use of the Solutions 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 Solutions (or any part thereof) for the benefit of others, whether by means of a software as a service offering, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

**"Licensed Solution"** means the Software for which AvePoint provides a Demonstration Licence as specified by AvePoint, including updates or upgrades to it that AvePoint may at its discretion deliver to Customer, for the use in Customer's self-hosted environment.

**"Personal Data"** has the meaning given to it in the EU Regulation 2016/679 ("**General Data Protection Regulation**" or "**GDPR**").

**"Privacy Notice"** means AvePoint's privacy notice, as amended from time to time, and published at <https://www.avepoint.com/company/privacy-notice>.

**"Product Licensing and Access Models Addendum"** means AvePoint's licensing and access models overview as amended from time to time, and published at [https://avepointcdn.azureedge.net/pdfs/en/AvePoint\\_Licensing\\_Access\\_Models.pdf](https://avepointcdn.azureedge.net/pdfs/en/AvePoint_Licensing_Access_Models.pdf)

**"SaaS Solution"** means the specific AvePoint proprietary hosted service(s) as specified by AvePoint, including any related AvePoint dashboards, APIs, and AvePoint Software, to which AvePoint provides web-based access as a software as a service.

**"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.

**"Solutions"** means the SaaS Solutions and/or Licensed Solutions for which AvePoint is granting a Demonstration Licence pursuant to this Agreement.

**"Subscription"** means the metric according to which access rights to SaaS Solutions or licences for Licensed Solutions are provided on a non-perpetual basis, as specified by AvePoint.

**"Usage Data"** means de-identified data, telemetry, technical logs and statistical information derived from Customer's use of the Solutions (e.g., frequency of logins). For clarity, Usage Data does not include Customer Data and does not constitute Customer's Confidential Information or trade secrets.

**9.2. 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.

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

**9.4. Notices.** All notices, requests, demands, consents, authorisations, claims, and other communications (each a "**Notice**") hereunder must be in writing by an authorised 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, Attn: AvePoint Legal, Level 11, 459 Collins Street, Melbourne, VIC 3000, Australia; or, if sent by confirmed e-mail, to [legal\\_au@avepoint.com](mailto:legal_au@avepoint.com). Unless otherwise specified by Customer in writing, Notices to Customer shall be sent to Customer's e-mail address provided by Customer as a contact address or, if no such e-mail address has been provided, 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 Party Notice in the manner herein set forth.

**9.5. Governing Law and Jurisdiction.** This Agreement and will be governed by and interpreted in accordance with the laws of the State of Victoria, Australia. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria located in Melbourne, Victoria. 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 excluded, and neither shall apply to this Agreement or to the performance by the Parties.

**9.6. Assignment.** Customer may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the Agreement or any rights or obligations therein to any other person or entity without AvePoint's written consent. Notwithstanding the foregoing, in the event of a sale of all or substantially all its stock or assets, Customer may assign this Agreement so long as AvePoint has received reasonable written notice and no less than thirty (30) days to reject such assignment in its sole, reasonable discretion.

**9.7. 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.

**9.8. 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 while in effect or otherwise if such delay or failure arises from any cause or causes beyond the control of such Party including, without limitation, labour shortages or disputes, strikes, other labour or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public

enemy, an act of civil or military authority, sabotage, explosives, riots, insurrections, embargoes, blockades, actions, restrictions, regulations or orders of any government, agency or subdivision thereof, or failure of suppliers.

**9.9. 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, therefore, such captions and headings do not define, modify, limit, describe or affect in any way the meaning or intent of this Agreement or any of its terms or provisions.

**9.10. 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. If 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.

**9.11. 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.

**9.12. Remedies.** All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in a court of competent jurisdiction for actual or threatened misappropriation of trade secrets or breach of confidentiality obligations. Nothing in this Agreement limits any rights or remedies available under applicable laws.

**9.13. Dispute resolution.** A Party may not commence legal proceedings against the other in relation to this Agreement, except a proceeding for urgent interlocutory relief, unless

- 1) the Party has given written notice to the other Party specifying the nature of the dispute (Dispute Notice);
- 2) the Parties have in good faith attempted to resolve the dispute expeditiously using mediation, with a mediator appointed by the President (or nominee) of the Law Institute of Victoria; and
- 3) the Parties have failed to resolve the dispute within 20 business days of the Dispute Notice being issued.

**9.14. Entire Agreement.** This Agreement, including any referenced or attached addenda, exhibits, and/or appendices (which shall be deemed incorporated by this reference), is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels as null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, representations or communications, oral or written, of the Parties with respect to the subject matter. No purchase order terms or conditions of Customer shall be deemed to supersede, replace, or modify this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of the Agreement which are not fully expressed. In this Agreement, headings are for convenience only and "including", "e.g.", and similar terms will be construed without limitation.

**9.15. Subpoenas.** Nothing in this Agreement prevents AvePoint from disclosing Customer Data to the extent required by law, subpoenas, or court orders. AvePoint shall use commercially reasonable efforts to notify Customer where permitted to do so.

**9.16. Independent Contractors.** Customer and AvePoint are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither Party can bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

**9.17. Export Control and Sanctions Compliance.** Customer acknowledges that AvePoint solutions are subject to all export requirements from their country of origin. Customer shall, therefore, comply with all export and import laws and regulations of the United States and other applicable jurisdictions

governing use, export, reexport, and transfer of products, technology, and services and will obtain all necessary or required authorisations, permits, and licences. Without limiting the foregoing, Customer represents and warrants that it is not, and it will not permit access to the Solutions for any user who is (i) designated on the Specially Designated Nationals and Blocked Persons List, the Consolidated Sanctions List, or any other list administered by Office of Foreign Assets Control of the U.S. Treasury Department, (ii) designated on the Denied Persons List, the Unverified List, the Entity List, or any other list administered by the U.S. Commerce Department, (iii) designated on any list of targeted persons issued under the economic, financial, trade or investment sanctions of the United Nations, the European Union, or any other country, (iv) a government of a Sanctioned Territory, the government of Venezuela, or an Iranian bank, (v) located within, operating from, or national of a Sanctioned Territory, or (vi) owned or controlled by, or acting on behalf of, any of the foregoing. For the purposes of this section, "**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo or restriction under U.S. or other applicable law, which as of November 2025, includes Cuba, Iran, North Korea, Syria, Russia, Belarus, and the regions of Ukraine under Russian occupation (Crimea, Donetsk People's Republic, Luhansk People's Republic, Kherson, and Zaporizhzhia). Customer shall not submit to the Solution any information that is controlled under the U.S. International Traffic in Arms Regulations. Customer represents and warrants that it will not use the Solutions 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. 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**"). If Customer takes any action that could constitute a violation of this Section or any Anti-Corruption Laws, AvePoint may immediately terminate this Agreement.