

**MANAGED SERVICES PARTNER AMENDMENT
TO THE
MASTER SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT**

This Managed Services Partner Amendment (the “Amendment”) to the Master Software Licence and Subscription Agreement (the “Agreement”) is made by and between AvePoint AU Pty Ltd, a limited company organised under the laws of Australia, with offices at 459 Collins Street, Level 11, Melbourne, VIC 3000, Australia (“AvePoint”), and your company or entity, using certain of AvePoint’s SaaS Solutions (“Customer”). Each party hereto shall be referred to as “Party”; collectively, the “Parties”.

1 Subject Matter of the Amendment

- 1.1 The Customer is willing to purchase certain access rights to SaaS Solutions for AvePoint products under the terms of the Agreement, of which a copy can be found at <https://www.avepoint.com/agreements/mxlsa.html>. To the extent that there exists a previously negotiated Master Software Licence and Subscription Agreement or similarly negotiated licence and/or subscription agreement between the Parties that is currently in effect at the time of this amendment’s Effective Date (“Prior Negotiated Agreement”), the provisions of any such Prior Negotiated Agreement shall prevail. From the Effective Date, the Parties wish to amend the Agreement by conclusion of this amendment (hereinafter “Amendment”) as follows.
- 1.2 The Customer is willing to obtain and pay for the access rights to such SaaS Solutions, either directly from AvePoint or through an authorized AvePoint distributor (“Distributor”) on the Distributor’s marketplace, that it intends to use on behalf of its own managed services clients (each a “Managed Services Client”) under the terms and conditions as set forth in the Agreement and this Amendment.
- 1.3 Subject to the Customer’s observance of the Agreement’s and this Amendment’s further provisions, AvePoint herewith agrees to grant the Customer access rights to such SaaS Solutions.

2 Access Terms and Restrictions

- 2.1 The access rights to the SaaS Solutions purchased under this Amendment are limited to the use by the Customer on behalf of specifically named Managed Services Clients. For the avoidance of doubt, the Agreement’s further conditions and restrictions shall apply in full.
- 2.2 When the Customer activates access rights to SaaS Solutions under this Amendment that it intends to use on behalf of a Managed Services Client, the Customer shall clearly state the Managed Services Client’s full legal name where prompted to do so in the applicable AvePoint partner portal (currently either “AvePoint Online Services for Partners” or “Elements”).
- 2.3 Subject to Customer’s observance of the terms and conditions of the Agreement and of this Amendment and subject to Customer’s acceptance of an according sales quote issued by AvePoint or issuance of an order at the Distributor’s marketplace (as applicable), AvePoint shall grant the requested access rights.
- 2.4 No other use of the SaaS Solutions is permitted. In particular, no use of the SaaS Solutions by the Customer for a different Managed Services Client than communicated to AvePoint as per section 2.2 above is permitted.

2.5 The Customer shall conclude separate agreements with its Managed Services Clients to govern the Managed Services Clients' use of or benefits from the SaaS Solutions. Such agreement between Customer and Managed Services Client must not contradict or substantially deviate from the provisions and purpose of the Agreement and this Amendment.

2.6 Customer hereby agrees to indemnify, defend, and hold harmless AvePoint, its officers, directors, and employees ("AvePoint Indemnified Parties") from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature ("Claims"), including without limitation, reasonable attorneys' fees, costs and expenses incurred by the AvePoint Indemnified Parties in defending against or enforcing any such Claims raised by, for or on behalf of a Managed Services Client as a result of any reckless, intentional or negligent act or omission of Customer or Customer's agents.

3 User Compliance Checks

3.1 AvePoint may use technical measures to conduct compliance checks on an ongoing basis for Customer's use of the SaaS Solutions.

3.2 If the SaaS Solutions are used contrary to the terms – in particular if the SaaS Solutions are used on behalf of other entities than the originally specified Managed Services Client – then AvePoint expressly reserves the right to claim damages and/or to terminate the Agreement and this Amendment.

4 Fees for Access Rights

The fees for the access rights to the SaaS Solutions shall be agreed separately either between the Parties or between the Distributor and the Customer, as applicable.

5 General Provisions

5.1 This Amendment shall become effective and an integral part of the Agreement on the day Customer completes their registration on the applicable AvePoint partner portal ("Effective Date").

5.2 The Agreement including this Amendment may be terminated by either Party with three months' prior written notice from the date on which the last access rights to the SaaS Solutions purchased hereunder will expire. Further, the Agreement including this Amendment and all access rights to the SaaS Solutions and other rights granted hereunder may be terminated immediately without notice by either Party if the other Party materially breaches any of the provisions of the Agreement or this Amendment and does not remedy such breach within thirty days of receipt of notice from the non-breaching party declaring and setting forth the nature of such breach. For the purposes of this Section 5.2, in cases where Customer purchases directly from AvePoint, Customer's failure to pay the full agreed sums provided for in this Amendment shall be considered a material breach of the Agreement. Upon termination by AvePoint for Customer's non-payment, all remaining payments hereunder shall become immediately due and payable by Customer.

5.3 All other provisions of the Agreement shall fully apply, in particular regarding (but not limited to) written form requirements, license restrictions, property rights, indemnity, legal venue, applicable law and liability. Capitalized terms not defined in this Amendment shall have the meaning as defined in the Agreement.

In case of conflicts between the Agreement and this Amendment, this Amendment shall prevail.