

Master Service Agreement

This Master Service Agreement (the "Service Agreement") is made by and between AvePoint Public Sector, Inc., with offices at 2101 Wilson Boulevard, Suite 820, Arlington, VA 22201 ("AvePoint"), and the company or legal entity ("Customer") as identified in (a) an AvePoint sales quote that has been accepted by Customer or (b) a Customer issued purchase order accepted in writing by AvePoint (an accepted sales quote or purchase order being an "Order") or (c) in a signature block below of this Service Agreement. This Service Agreement is effective immediately upon acceptance of an Order by the receiving Party or upon this Service Agreement's signature, whichever occurs earlier. Each AvePoint and Customer shall be referred to as "Party"; collectively, the "Parties".

1. Scope

1.1. Applicability

The terms of this Service Agreement shall be applicable for all services performed by AvePoint for the Customer unless expressly agreed upon otherwise in writing between the Parties in an Order or in a separate agreement ("Statement of Work" or "SOW"). Any reference to AvePoint's Service Addendum shall be read and construed as a reference to this Service Agreement. AvePoint's further service documents apply additionally to detail specific standardized services, e.g. the documents for Quick Start Services at <https://www.avepoint.com/license/quickstart.html> or for Technical Account Management (TAM) Services at <https://www.avepoint.com/license/emea-tam-services.html>. No Customer terms and conditions shall be applicable.

1.2. Statements of Work

AvePoint may require Customer to enter into an SOW that refers to or incorporates this Service Agreement. This requirement to conclude an SOW applies in particular to engagements with SOW Service Types as defined below. If AvePoint and Customer have concluded an SOW, the terms and conditions of this Service Agreement shall apply to the SOW in full as if the SOW and the Service Agreement were one document. In case of discrepancies or ambiguities, such executed SOW shall prevail. AvePoint shall have no obligation to provide SOW Service Types unless and until AvePoint and Customer have executed an SOW in writing.

1.3. Service Types:

Non-SOW Service Types: Essentials Quick Start Service, TAM Services and/or on-site Services without deliverables, as specified in the relevant Order

SOW Service Types: All other service engagements; in particular Migration Services, Deployment Services, Consulting/Advisory and Custom Development

1.4. Offer Validity

Any service offer including the pricing and the services it covers is valid until the date stated in the relevant sales quote ("Valid Until" field). If, until this date, Customer has not signed the sales quote or a mutually agreed upon SOW, the offer automatically expires unless extended by AvePoint in writing. Any service offer by AvePoint without a stated validity period expires a) six (6) months (for Quick Start Services) or b) twelve (12) months (for all other service types) after the service offer was created, unless agreed otherwise between the Parties within the applicable SOW.

2. Service Terms

2.1. Service Locations, Times and Delivery

Unless otherwise agreed in the SOW, services will be performed during normal business hours (8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding locally applicable holidays). AvePoint will provide all services remotely unless agreed in writing otherwise or if AvePoint, in its sole but reasonable discretion, determines that onsite work is the best way to perform the agreed services. AvePoint may use third parties, in particular AvePoint's affiliated companies ("Affiliates"), in the course of the service delivery, e.g. as its own providers or as subcontractors. Any change to the services or SOW must be approved in advance in writing by both parties.

2.2. Limited Use only

The work performed under this Service Agreement is for the benefit of Customer only and may not be used, or otherwise provided to, others besides the Customer. Customer may not make available to third parties the services or results of such services without express written consent from AvePoint. No audio or video taping or recording of the service delivery (in particular of trainings) is permitted without express written consent of AvePoint.

2.3. Requirements for Delivery

To facilitate a successful and timely delivery of AvePoint services, Customer agrees to do the following:

- Appoint a Customer representative ("Contact Person") to provide necessary access (e.g. to facilities, information and/or environments) to conduct the service engagement. The Contact Person shall have appropriate access to buildings or infrastructure to facilitate the timely delivery of the engagement;
- Completely download and install (if applicable) all required AvePoint software packages onto the Customer environment prior to the engagement;
- Acquire, install, and configure all hardware and software necessary to allow the agreed professional services delivery to begin without delay, with the intent being that AvePoint personnel do not spend any unplanned time or effort for installation, configuration or implementation.
- Provide a service account provided for use by the software for proper functionality. Each service account must be provisioned and available prior to the service engagement delivery. Please see the associated AvePoint software user guide located at <http://www.avepoint.com/resources/user-guides> for service account requirements;
- Adhere to specific system, network and communication requirements across the various products. Please refer to the associated AvePoint software user guide located at <http://www.avepoint.com/resources/user-guides> for the network and communication setting requirements by AvePoint software; and
- Ensure that any additional technical requirements are met by the Customer's environment, including the provision of network connectivity, internet access, and voice access for local and long distance calls for use directly related to the engagement.
- Provide further support and access as reasonably necessary for the service delivery; in particular access, credentials and other required prerequisites for AvePoint to work remotely or onsite, as the case may be.

- Take adequate precautionary measures against the loss or damage of data and programs, in particular by periodically making back-up copies of all programs and data in machine-readable form

Failure by the Customer to provide the aforementioned items may result in delays or changes in the service delivery. AvePoint shall not be liable for such delays or changes or for any damage or loss caused by Customer's failure to provide the aforementioned items.

2.4. Scheduling and Rescheduling Policy, Resumption of Delayed or Interrupted Services

Upon AvePoint's receipt of an Order or signed SOW from Customer, Customer shall be obligated to accept the agreed services to be provided at the agreed dates. AvePoint requires a minimum of ten (10) business days' advance notice for the mutual scheduling or rescheduling of the services engagement. If Customer gives a shorter or no advance notice, it shall pay any third-party fees that AvePoint may incur (e.g. on travel arrangements). Services must be consumed within a) six (6) calendar months (for Quick Start Services) or b) twelve (12) calendar months (for all other service types) of the purchase date on the relevant Order, otherwise Customer forfeits the non-consumed services without refund and without transfer of unused service amounts to other engagements unless the non-consumption was solely caused by AvePoint. Once the Customer notifies AvePoint in writing that the Customer wishes to restart, continue or otherwise resume the services after an Unforeseen Delay (as defined below), AvePoint shall have a reasonable amount of time, to be not less than four weeks unless otherwise agreed by the parties in writing, to re-establish the proper resources and resume the services. For the avoidance of doubt, AvePoint shall not be obligated to resume any services whose delay or interruption was caused by the Customer or was otherwise attributable to the customer, and such restart is in AvePoint's sole discretion. In the event that AvePoint does restart any services for a Customer, then the Customer shall remain obligated to pay all invoices for services rendered to date by AvePoint, including those pertaining to services resumption costs.

2.5. Invoicing and Payments

Unless otherwise agreed in the SOW, AvePoint requires full payment for any service engagement prior to the respective service delivery and thus an invoice will be issued upon AvePoint's receipt of an Order or signed SOW from Customer. The pricing for the services shall be exclusive of any taxes and of expenses related to travel, lodging, meals and other reasonable expenses incurred by AvePoint. Such expenses will be billed separately and will be reasonable and necessary. All amounts are payable within thirty (30) days of Customer's receipt of the invoice. In the event of a Force Majeure Event (as defined below) or a delay or interruption in the services caused by the Customer or otherwise attributable to the Customer (collectively an "Unforeseen Delay"), that exceeds a total of ten (10) business days, on the tenth (10th) business day (the "Interim Invoice Date") or any day thereafter in AvePoint's sole discretion, AvePoint shall have the right to submit an invoice to Customer hereunder for completed milestones, if not already invoiced, and for a pro-rata portion of any in-process services as of the Interim Invoice Date. All such invoices shall be due and payable in accordance with the payment terms hereof. The Customer shall be responsible for the payment of all costs, invoiced to Customer by AvePoint, associated with any project restart after any circumstances where the Customer caused a delay in Deliverables or otherwise where any delays in project completion are attributable to the Customer, by way of its actions or inactions.

2.6. Applicable Taxes

Customer agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that AvePoint must pay on amounts received or due for payment from Customer under the relevant Order, except for taxes based on AvePoint's income. Customer agrees to indemnify AvePoint as to all such taxes mentioned in the previous sentence.

2.7. Software Licensed Separately

The services provided by AvePoint shall not include licensure to Customer of software or tools used for the provision of the services except for those expressly listed in the Order.

2.8. Deliverables and Intellectual Property Rights

Customer acknowledges that there are no individual deliverables or work results to be provided as part of the services unless expressly agreed in writing in a SOW. Customer acknowledges that AvePoint exclusively retains all intellectual property rights in all software created or provided by AvePoint and that AvePoint will have exclusive, unlimited ownership rights to all work performed or created pursuant as part of or during the services provided by AvePoint and all materials, information and/or Deliverables prepared or developed as a result of the services provided hereunder. Notwithstanding the foregoing, for all AvePoint software products created or delivered by AvePoint for or to Customer, AvePoint grants to Customer a worldwide, non-exclusive and non-transferable license, limited to the agreed service usage period and under the further terms of the AvePoint Master Software License and Support Agreement only, a copy of which can be found at <http://www.avepoint.com/license/license.html> ("Software Agreement"). In the event Customer has executed a negotiated Software Agreement or a similar master agreement with AvePoint, such agreement shall prevail. For all other AvePoint deliverables and work products, if any, AvePoint grants Customer the worldwide, non-exclusive, non-transferable right to use, limited to the agreed service usage period.

2.9. Optional Acceptance Process

No formal acceptance, confirmation, or other action by Customer (collectively "Acceptance") shall be required for AvePoint's completion of services, milestones, deliverables or other payment prerequisites (collectively "Completion") unless agreed in writing between the Parties. If Acceptance by the Customer has been agreed between the Parties as a Completion requirement, the following Acceptance process shall apply to any such Completion requirements:

AvePoint shall notify Customer of any Completion. Customer shall, within five (5) business days ("Acceptance Period"), either declare acceptance of the Completion or, if the Customer believes that the agreed Completion requirements have been missed, notify AvePoint in writing of all bona fide concerns about such failure. Such notice shall clearly state all perceived deviations from the agreed Completion requirements with sufficient detail for AvePoint's review and remedy ("Dispute"). If the Acceptance Period passes without Dispute as defined above, Acceptance shall be deemed given by the Customer and the Customer shall be deemed to irrevocably have confirmed the Completion. The Parties shall work jointly in good faith and without undue delay to resolve any Disputes. During a Dispute, each Party may suspend the further execution of the services engagement until the Dispute is resolved to all Parties' satisfaction. The preceding sentence's suspension right notwithstanding, the rights accrued by a Party before such suspension (e.g. rights to send invoices and demand payment) shall not be affected and shall remain in force without suspension.

2.10. Warranties

The work shall be performed in a workman-like manner by persons having sufficient knowledge and skill to accomplish the engagement.

2.11. Disclaimer of Implied Warranties

Except as specifically provided in a mutually agreed upon SOW between the Parties, there are no other warranties by either party, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

2.12. Available Personnel

Where applicable for the offered services, Customer shall make available personnel responsible for sign off on the completion of the services on a timely basis and when reasonably requested by AvePoint. Such personnel shall provide input, review the services being performed and the items provided by AvePoint, answer questions, provide signoff, provide physical access to the working areas required, and allow AvePoint to gather and validate information.

2.13. Project Implementation Responsibility

The scope and objectives of any service engagement shall be jointly managed by Customer and AvePoint to better ensure completion of the project; however, as the software implementation experts, AvePoint shall have the sole right to manage the details (who, what, where, when and how) of the project implementation, taking duly into consideration Customer's stated legitimate interests.

2.14. Security

If services are performed at the Customer's location, Customer shall keep the site in a physically secure condition. AvePoint agrees that its personnel shall comply with any written security guidelines provided by Customer and accepted by AvePoint. AvePoint shall not be responsible for any lost or stolen equipment except in case of wilful misconduct by AvePoint personnel.

2.15. Force Majeure

Neither party shall be liable under, or deemed to be in breach of, this Agreement or an SOW for any delay or failure in performance under this Agreement or the applicable SOW that is caused by any of the following events: acts of God, civil or military authority, the public enemy, or war; action taken by a government or public authority accidents; fires; explosions; power surges; earthquakes; floods; unusually severe weather; strikes or labor disputes (excluding the affected party's own or its subcontractors' workforce); delays in transportation or delivery; epidemics or pandemics; terrorism or threats of terrorism; and any similar event that is beyond the reasonable control of the non-performing party ("Force Majeure Event"). The party affected by the Force Majeure Event must diligently attempt to perform (including through alternate means). During a Force Majeure Event, the parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner. If a Force Majeure Event continues for fifteen (15) days or longer, and the Customer is delayed or unable to perform under this Agreement or any SOW as a result of the Force Majeure Event, then AvePoint will have the right to terminate this Agreement or the SOW, in whole or in part, upon written notice to the Customer. In the event that AvePoint is delayed or unable to perform (in particular to meet the completion date or schedule of services) under this Agreement or any SOW as a result of the Force Majeure Event, AvePoint shall inform the Customer contact of the additional time required to perform the work and the Customer contact shall work with AvePoint to adjust the schedule as agreed upon between the Parties. Any such delays shall not constitute the fault of, or a breach of this Agreement or an SOW, by AvePoint. For the avoidance of doubt, any delays caused by the Customer or otherwise attributable to the Customer which result in AvePoint's inability to continue its performance obligations or completion of any Deliverables hereunder, may be subject to additional costs incurred by AvePoint in relation to restarting the project at a later date. Such costs and the timeline of any project restart shall be in AvePoint's sole but reasonable discretion and shall be communicated to the Customer.

3. Miscellaneous

3.1. Independent Contractors

For the purposes of this Service Agreement and any service engagements hereunder, AvePoint and its employees are to be considered independent contractors and not employees of Customer. AvePoint shall be solely responsible for paying all AvePoint staff salaries and benefits.

3.2. Assignment

Customer may not, directly or indirectly, assign or otherwise transfer any rights or obligations under this Service 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. Any such transfer shall not affect the Customer's existing payment obligations.

3.3. Binding Effect

This Service 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 assignees.

3.4. Confidential Information

Each Party (the "Receiving Party") must keep strictly confidential and must not disclose, or use for any purpose other than the fulfilment of its obligations under this Agreement, any of the other party's or its Affiliates' (the "Disclosing Party") Confidential Information. "Confidential Information" means the terms and existence of this Agreement, any and all technical and commercial information and research, statistics, programs, research, development, customer and vendor lists, data, financial information, and any other proprietary or non-public information whether or not marked as "Confidential" as well as any information that is developed based on that information.

Confidential Information does not include any particular information that the Receiving Party can demonstrate is (i) currently in the public domain, so long as it did not become public due to a breach of this Agreement, (ii) previously known to the Receiving Party free from any obligation to keep it confidential, (iii) publicly disclosed by or on behalf of the Disclosing Party either prior to or subsequent to the receipt of such information by the Receiving Party, (iv) independently developed by the Receiving Party without any access to or use of Confidential Information of the Disclosing Party, or (v) rightfully obtained by the Receiving Party from a third party lawfully in possession of the Confidential Information and who is not bound by

confidentiality obligations to the Disclosing Party. Personally identifiable information remains Confidential Information, even if it qualifies as one of these exceptions.

The Receiving Party will hold all Confidential Information of the Disclosing Party in trust and confidence for the Disclosing Party and, except as set forth in this Agreement, by an SOW, or as otherwise may be authorized by the Disclosing Party in writing, the Receiving Party will not disclose to any person, firm or enterprise, or use for its own benefit, any Confidential Information of the Disclosing Party. The Receiving Party will treat all Confidential Information of the Disclosing Party with the same degree of care that the Receiving Party treats its own confidential or proprietary information, but in no event less than using standards of reasonable care. The Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's employees, and to any of the Receiving Party's contractors who are bound to the Receiving Party by confidentiality obligations substantially equivalent to those set forth in this Section, solely as required in order for the Receiving Party to perform its obligations under this Agreement or an SOW, or in the case of Customer, to receive the Services and/or to use the Deliverables. The Receiving Party will notify the Disclosing Party promptly if it discovers any inadvertent disclosure or unauthorized use of the Disclosing Party's Confidential Information, and Disclosing Party will promptly take reasonable steps to prevent any further disclosure or unauthorized use.

Upon Disclosing Party's request, the Receiving Party will promptly destroy all Confidential Information (in all forms) of the Disclosing Party and certify in writing that it has destroyed everything. Notwithstanding the foregoing, each party may retain copies of the Confidential Information to the extent a) created by its automated backup and archiving procedures and b) required to comply with applicable legal and regulatory requirements, provided, however, that such Confidential Information will remain subject to the terms and conditions herein.

3.5. Data Privacy and Transfer of Data

Customer consents to information provided to AvePoint, including personal data as defined by the EU General Data Protection Regulation ("GDPR") being transferred outside the European Economic Area for the purposes of data processing by AvePoint and its Affiliates and/or subcontractors. 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/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 GDPR. AvePoint has entered into Standard Contractual Clauses (SCCs) with each of its Affiliates to ensure lawful transfer of personal data to those Affiliates. 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.

3.6. Remedies

All remedies shall be cumulative and not alternative. Except as otherwise agreed, all rights and remedies shall be in addition to all other rights and remedies not specifically named and available in law and in equity.

3.7. 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. E-mail Notices shall be sufficient except for Notices of termination. Notices to AvePoint shall be sent to the address set forth in the preamble, Attn: General Counsel. Notices to Customer shall be sent to the contact person specified by the Customer and the e-mail address provided in the applicable 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.

3.8. Waiver

No Party to this Service Agreement shall be deemed to have waived any of its rights, powers or remedies under this Service Agreement unless such waiver is expressly set forth in a writing signed by the waiving Party. No written waiver of any provision of this Service Agreement shall be deemed to be, or shall constitute, (i) a waiver of any other provision of this Service Agreement, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of this Service Agreement. The failure of either Party to enforce at any time any of the provisions of this Service Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Service 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.

3.9. Amendments

No modification or amendment of, or supplemental to, this Agreement or any SOW pursuant hereto, or any provisions thereof, will be binding upon the Parties unless made in writing and signed by a duly authorized representative of both Parties.

3.10. Liability

TO THE EXTENT PERMITTED BY LAW, AVEPOINT'S CUMULATIVE LIABILITY TO THE CUSTOMER OR ANY PARTY RELATED TO CUSTOMER FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, SHALL BE LIMITED TO THE AMOUNTS PAID BY THE CUSTOMER TO AVEPOINT UNDER THE RELEVANT ORDER. IN NO EVENT SHALL AVEPOINT BE LIABLE TO THE CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, EVEN IF AVEPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT LIABILITY FOR DEATH OR PERSONAL INJURY, WILFUL DEFAULT, FRAUD OR PRODUCT LIABILITY, FOR WHICH THE LIABILITIES ARE UNLIMITED.

3.11. Governing Law and Jurisdiction

This Service Agreement and any services thereunder shall be governed exclusively by the laws of the Commonwealth of Virginia, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding any conflict of law provisions. Exclusive place of jurisdiction for all disputes arising from and in connection with this agreement shall be the City of Richmond, Virginia.

3.12. Captions

The captions and headings of Sections and subsections contained in this Service Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting this Service Agreement and shall not limit or alter in any way the meaning or intent of this Service Agreement or any of its terms or provisions.

3.13. Severability

If any Section or other provision of this Service Agreement, or the application of such Section or provision, is held invalid, the remainder of this Service 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 Service Agreement becomes or is declared by a court of competent jurisdiction or panel of arbitrators to be illegal, unenforceable or void, this Service 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 closely reflects the Parties' intent and to be bound by the mutually agreed substitute provision.