

AvePoint Ransomware Remediation and Reimbursement Procedure

To be eligible for payment of a Reimbursement Request pursuant to the Ransomware Recovery Warranty Agreement (“Agreement”), Customer must have properly notified AvePoint of the Ransomware Incident within twenty-four (24) hours of its Discovery Time (Warranty@avepoint.com) and must have submitted such Reimbursement Request as soon as practicable, but in no event later than thirty (30) days after AvePoint has confirmed that Customer’s data could not be restored from a successful backup. Customer must also have been in full compliance with the Agreement at all times during the Warranty Period.

1. Customer must demonstrate and produce evidence that data was successfully backed up but could not be restored.
2. Customer must gather all evidence of the Ransomware Incident, including but not limited to time stamps, logs, etc., responsive to the following and provide to AvePoint:
 - a. What is the nature of the incident, including specific details?
 - b. When did the incident occur and when it was discovered, including all facts by which Customer became aware of the incident?
 - c. What systems and devices were affected?
 - d. What kind of data has potentially been impacted?
 - e. What damage has resulted or may result from the incident?
3. AvePoint receives the request and begins its investigation. Customer and AvePoint work in good faith to determine whether Customer has fully performed under the Agreement, specifically but not limited to conformity to all Requirements provided for in Section 4 of the Warranty Agreement. The Parties shall ascertain the scope of any Ransomware Incident, as well as its impact on Customer.
4. AvePoint examines and verifies all cost documentation submitted by Customer in support of Customer’s claim.
5. If AvePoint determines Customer’s claim to be valid, AvePoint will pay one dollar (\$1.00) per gigabyte of unrestored Customer Data protected by the Eligible Solution, up to a maximum amount not to exceed one million dollars (\$1,000,000.00).

AvePoint has the right to make any investigation it deems necessary, and Customer will cooperate with AvePoint in all such investigations. Customer shall take no action that in any manner increases AvePoint’s exposure under this Warranty. Customer shall admit no liability, make no payment, assume no obligations, incur no expenses, enter into no settlement, stipulate to no judgment, nor dispose of any claim unless AvePoint has consented in writing.