

Service Addendum to the AvePoint Sales Quote

Service Type: Installation, Configuration, Training, TAM Services and/or On-Site Services without deliverables, as specified in the Customer's Sales Quote

Modules and Dates: As agreed upon between the Parties

Location: Remote or On-Site, as specified in the Customer's Sales Quote

Delivery Medium: Client Environment, unless otherwise agreed upon between the Parties

Service Exclusions: SharePoint Deployment, SharePoint Consultation, Custom Development

Applicability

The terms of this Service Addendum shall be applicable for all services performed by AvePoint AU Pty Ltd ("AvePoint") for the customer identified on the relevant Sales Quote ("Customer") unless expressly agreed upon otherwise in writing between the Parties. For TAM Services, the AvePoint TAM Service Description Document (SDD) applies additionally to further detail the services. No Customer terms and conditions shall be applicable. If AvePoint and the Customer have concluded a Statement of Work or other written agreement ("SoW") that refers to or incorporates this Service Addendum, the terms and conditions of this Service Addendum shall apply to the SoW in full as if the SoW and the Service Addendum were one document.

Terms and Conditions:

Customer acknowledges that there are no individual deliverables to be provided as part of the services and that, unless otherwise stated in a relevant SoW, no intellectual property shall be transferred by AvePoint to Customer as a result of this engagement.

When services are performed at the Customer's location (or another location designated by the Customer), such 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 reserves the right, in its sole but reasonable discretion, to work remotely should that be the best way to perform the services detailed in the relevant Sales Quote. The Customer agrees to provide the necessary access and credentials for AvePoint to work remotely.

The work performed for this engagement is for the benefit of the Customer only and may not be used by others besides the Customer. The work shall be performed in a workman-like manner by persons having sufficient knowledge and skill to accomplish the engagement. AvePoint warrants that Customer shall have the right to use the configurations, if any. Customer's exclusive remedy for the engagement shall be limited to the total amount paid for such services under this engagement.

Upon receipt of a signed Sales Quote, the Customer shall be obligated to the services and the agreed upon dates. The services are not to be resold without express written consent from AvePoint. No audio or video taping or recording of training is permitted without the express written consent of AvePoint.

Requirements for Delivery:

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

- To appoint a Customer representative (contact person) to provide necessary access to facilities and/or environments to conduct the service engagement. This person shall have appropriate access to buildings or infrastructure to ensure the timely delivery of the engagement;
- To complete download and install (if applicable) of all associated AvePoint software packages onto the environment prior to the engagement as necessary;
- To provide a service account provided for use by the software for proper functionality. This service account(s) 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;
- To adhere to specific 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
- To provide further necessary support and access as reasonably necessary for the service delivery.

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.

Scheduling and Rescheduling Policy:

Upon receipt of a signed sales quote, the Customer shall be obligated to accept the agreed services and the agreed dates.

AvePoint requires a minimum of 10 business days' advanced notice for scheduling of the services engagement and for cancellations or rescheduling of the services engagement. Any cancellations with less than 10 business days' advanced notice subjects the Customer to payment of any cancellation fees that AvePoint may incur on travel arrangements.

Unless a different time period is specified in the Customer's Sales Quote, services must be consumed within one calendar year from the purchase date on the Customer's Sales Quote, otherwise the Customer forfeits the services in full without refund and without transfer of unused service amounts to other engagements.

Payment Terms:

AvePoint requires full payment for this service engagement prior to service delivery and thus an invoice will be issued upon acceptance of the Customer's Sales Quote. The pricing for the services shall be exclusive of any expenses related to travel, lodging, meals and other reasonable expenses incurred by the AvePoint personnel assigned for the engagement. Such expenses will be billed separately once the engagement is completed and will be reasonable and necessary. Expenses will be payable within 30 days of Customer's receipt of the associated AvePoint invoice.

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 Sales Quote, except for taxes based on AvePoint's income. Customer agrees to indemnify AvePoint as to all such taxes

Software Licensed Separately

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

Deliverables and Intellectual Property

Customer acknowledges that there are no individual deliverables or work results to be provided as part of the services and that no intellectual property shall be transferred by AvePoint to Customer as a result of this engagement. For the avoidance of doubt, AvePoint exclusively retains all intellectual property rights of all software created or provided by it and all work performed.

Independent Contractors

For the purposes of this engagement, AvePoint and its employees are to be considered independent contractors and not employees of the Customer. AvePoint shall be responsible for paying all AvePoint staff salaries and benefits, not the Customer.

Assignment

Customer may not, directly or indirectly, assign or otherwise transfer any rights or obligations under this Service Addendum, 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.

Binding Effect

This Service Addendum 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.

Limitation on Liability

- a) AvePoint's liability for the Services shall be limited to the amount paid by Customer to AvePoint for the relevant SoW under which a claim is raised.
- b) Customer shall take adequate precautionary measures against the loss or damage of data and programs, in particular by making, at least once daily, back-up copies of all programs and data in machine-readable form. To the extent that the loss or damage of data and programs would have been avoidable by adherence to the obligation to take proper and regular data backup measures, AvePoint's liability shall be limited to the costs necessary to restore the data if data had been protected in an adequate manner by Customer. Any liability on AvePoint's part for loss and damage of data shall further be subject to the limitations of this "Limitation on Liability" section. The above limitations of liability of this "Limitation on Liability" section shall also apply in case of Customer's claim for damages against AvePoint's employees or agents. This "Limitation on Liability" section shall apply to all claims for damages, irrespective of their legal cause, including claims based on tort.

Warranties

The work shall be performed in a workman-like manner by persons having sufficient knowledge and skill to accomplish the engagement. AvePoint warrants that Customer shall have the right to use the configurations, if any. This warranty shall supersede and is in place of any implied warranties of merchantability or fitness for a particular purpose.

Remedies

All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.

Notices

All notices, requests, demands, consents, authorizations, claims, and other communications (each a "Notice") hereunder must be in writing. Notices to AvePoint and Customer shall be sent to the registered agent of AvePoint and the Customer in the jurisdictions in which AvePoint and the Customer are organized or incorporated. Any party may change the address to which Notices are to be delivered by giving the other parties Notice in the manner herein set forth.

Waiver

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

Governing Law

This engagement shall be governed exclusively by the laws of Australia, 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 Melbourne, VIC.

Captions

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

Severability

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