

AvePoint, Inc. ("AvePoint") is the Microsoft Cloud expert. Over 16,000 companies and 7 million cloud users worldwide trust AvePoint to migrate, manage, and protect their Office 365 and SharePoint data. Founded in 2001 and headquartered in Jersey City, NJ, AvePoint is a public company, listed on the Nasdaq stock exchange, ticker symbol AVPT and backed by Goldman Sachs.

These Terms of Use govern your use of our subscription software products including all features and functionalities, website, and user interfaces, as well as all content associated with our service (the "Software").

1. Acceptance of Terms of Use

a. These Terms of Use, which include our Privacy Policy including terms related to Cookies (<http://www.avepoint.com/privac...>), Master Software License and Subscription Agreement (www.avepoint.com/license/license.html) ("MSLSA") and AvePoint's Website Terms and Conditions (<https://www.avepoint.com/company/terms-and-conditions/>), govern your use of the AvePoint Software. By using the AvePoint Software, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the AvePoint Software.

b. The AvePoint Software is provided by AvePoint, Inc., or one of its affiliated companies.

2. Changes to Terms of Use.

AvePoint may, from time to time, change these Terms of Use, including the Privacy Policy, MSLSA and Website Terms and Conditions. Such revisions shall be effective immediately; provided however, for existing customers, such revisions shall, unless otherwise stated, be effective 30 days after posting.

3. Privacy.

Personally identifying information is subject to our Privacy Policy (<http://www.avepoint.com/company/privacy-policy/>), the terms of which are incorporated herein.

4. Communication Preferences.

By using the AvePoint Software, you consent to receiving electronic communications from AvePoint relating to your customer account. These communications may involve sending emails to your email address provided during registration and may include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with AvePoint. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You also consent to receiving certain other communications from us, such as newsletters about new AvePoint features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to <http://pages.avepoint.com/New-Unsubscribe-page.html>. You cannot opt out of essential communications regarding your account, such as renewal notices.

5. Subscription, Free Trials, Billing and Cancellation

a. Subscription

i. Auto-Renewing Subscription. Your AvePoint subscription, which may start with a free trial, will continue for the term, which may be month-to-month or year-to-year, selected on the Subscription Set Up page and thereafter designated in the Subscription Management menu of the AvePoint Software (the “Term”) unless and until you cancel your membership or we terminate it, both in accordance with the terms of the MSLSA. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, “Payment Method”) to use the AvePoint Software. We will bill the regular membership fee to your Payment Method. You must cancel your membership before it renews each Term period in order to avoid billing of the next Term period’s subscription fees to your Payment Method.

ii. Differing Memberships. We may offer a number of subscription types, including special promotional types or subscriptions with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you by AvePoint. You can find specific details regarding your subscription with AvePoint on the associated invoice provided to you by AvePoint. AvePoint reserves the right to

modify, terminate or otherwise amend our offered membership types, the MSLSA and all other terms and conditions herein and made a part hereof.

b. Free Trials

i. Your AvePoint subscription will start with a free trial. The free trial period of your subscription lasts for thirty (30) days, or as otherwise specified by AvePoint during sign-up. For combinations with other offers, restrictions may apply. AvePoint reserves the right, in its sole discretion, to determine any customer's free trial eligibility.

ii. We will begin billing your Payment Method for the Term period's subscription fees at the end of the free trial period of your subscription unless you cancel prior to the end of the free trial period. To view the specific details of your subscription, including regular subscription price and end date of your free trial period, visit the Subscription Management menu within the AvePoint Software. We may authorize your Payment Method through various methods, including authorizing it up to approximately one Term period of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

iii. You will receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. We will continue to bill your Payment Method on the Term period's basis for your subscription fee until you terminate in accordance with the MSLSA.

c. Billing

i. Third Party Payment Processor. AvePoint reserves the right to use a third party payment processor for all billing and receipt of payments hereunder. AvePoint will not be storing your credit card information but will use a PCI-DSS compliant third party processor for any credit card processing hereunder.

ii. Recurring Billing. By starting your AvePoint subscription and providing or designating a Payment Method, you authorize us to charge you a subscription fee per Term period at the then current rate, and any other charges you may incur in connection with your use of the AvePoint Software to your Payment Method. You acknowledge that the amount billed each Term period may vary from Term period to Term period.

iii. Price Changes. We reserve the right to adjust pricing for our Software or any components thereof in any manner and at any time after the initial term of the subscription as we may determine in our sole discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your subscription will take effect following email notice to you.

iv. Billing Cycle. The subscription fee for our Software will be billed at the beginning of the paying portion of your subscription and each Term period thereafter unless and until you terminate your subscription in accordance with the MSLSA. We automatically bill your Payment Method each Term period on the calendar day corresponding to the commencement of your paying membership. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your AvePoint subscription or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your subscription. Visit the Subscription Management menu in the AvePoint Software to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of subscription or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, Term period refers to your billing cycle.

v. No Refunds. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any termination, all rights and licenses granted hereunder and in the MSLSA shall immediately terminate and you must cease use of the Software.

vi. Payment Methods. You may edit your Payment Method information by accessing the Subscription Management menu in the AvePoint Software. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

vii. Termination. You may terminate your AvePoint subscription at the end of the relevant subscription term in accordance with the MSLSA. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-TERM SUBSCRIPTION PERIODS. Please see the MSLSA for all termination terms and conditions. If you signed up for AvePoint subscription Software using your account with a third party as a Payment Method, and wish to terminate your AvePoint subscription at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party. You may also find billing information about your AvePoint subscription by visiting your account with the applicable third party.

6. AvePoint Software

a. You must be 18 years of age, or the age of majority in your province, territory or country, to form a binding contract with AvePoint and begin a subscription for AvePoint Software. Individuals under the age of 18, or applicable age of majority, may utilize the Software only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

b. The AvePoint Software, and any content viewed through our Software, are for Internal Use only, as defined in the MSLSA. The License grant and all restrictions thereto shall be as set forth and defined in the MSLSA.

c. We reserve the right in our sole and absolute discretion to make changes to the Software from time to time and without notice.

d. You agree to use the AvePoint Software, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use including the MSLSA incorporated herein by reference) content and information contained on or obtained from or through the AvePoint Software without express written permission from AvePoint and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the AvePoint Software; use any robot, spider, scraper or other automated means to access the AvePoint Software; decompile, reverse engineer or disassemble any software or other products or processes accessible through the AvePoint Software; insert any code or product or manipulate the content of the AvePoint Software in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or

transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the AvePoint Software, including any software viruses or any other computer code, files or programs.

e. BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE MASTER SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT (www.avepoint.com/license/license.html) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE AVEPOINT AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SOFTWARE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THE SOFTWARE, INCLUDING THE CONTINUING COMPATIBILITY OF THE HARDWARE OR SOFTWARE USED WITH OUR SOFTWARE.

f. We may terminate or restrict your use of our Software, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use, the MSLSA or (ii) engaged in illegal or improper use of the service.

7. Passwords & Account Access

a. The customer who created the AvePoint account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the AvePoint account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your customer account.

b. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the AvePoint Online Services site or by launching the application from your Office 365 App Launcher. AvePoint reserves the right to place any account on hold anytime with or without notification to the customer in order to protect itself and its partners from what it believes to be fraudulent activity. AvePoint is not obligated to credit or discount a subscription for holds placed on the account by either a representative of AvePoint or by the automated processes of AvePoint.

8. Disclaimers of Warranties and Limitations on Liability

a. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MSLSA, THE AVEPOINT SOFTWARE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE AVEPOINT SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. AVEPOINT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE AVEPOINT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. AVEPOINT SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF AVEPOINT SOFTWARE.

b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL AVEPOINT, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER. IN NO EVENT SHALL AVEPOINT BE LIABLE TO YOU IN EXCESS OF THE SUBSCRIPTION FEE PAID BY YOU TO AVEPOINT.

c. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

9. Intellectual Property

a. Copyright. The AvePoint Software, including all content provided in the AvePoint Software, is protected by copyright, trade secret and/or other applicable intellectual property laws and treaties. All rights reserved.

b. Trademarks. AvePoint is a registered trademark of AvePoint, Inc. This and any other AvePoint product or service names, logos or slogans displayed in this Terms of Use or accompanying our Software, including any user guides, are trademarks of AvePoint Inc. You may not copy, imitate, or use them, in whole or in part, without our prior written consent.

10. Governing Law.

The validity and construction of these Terms of Use and all matters pertaining thereto are to be determined in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts of laws provisions thereof. You agree

that any proceedings related to these Terms of Use, including any suit filed against AvePoint, shall be brought in the Courts of the Commonwealth of Virginia located in the City of Richmond, Virginia. You waive any objections to personal jurisdiction and venue to that forum. 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 specifically excluded and neither shall apply to these Terms of Use or to the subscription or AvePoint Software.

11. Applications.

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the AvePoint Software. These Applications may import data related to your AvePoint account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and AvePoint is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY AVEPOINT AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

12. Use of Information Submitted.

AvePoint is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings, including to the AvePoint website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the AvePoint Software. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

13. Customer Support.

To find more information about our service and its features, or if you need assistance with your account, please visit AvePoint Help Center (<https://www.avepoint.com/products/support/>). In certain instances, Customer Service may best be able to assist you by using a remote access support tool

through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use and the MSLSA will control.

14. Severability.

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.