

## ONE-TIME RESELLER AGREEMENT

This One-Time Reseller Agreement (the "Agreement") is entered into by and between AvePoint NZ Limited, a limited company organized under the laws of New Zealand ("AvePoint") and the legal entity identified as "Reseller" on the relevant sales quote issued by AvePoint ("Sales Quote") on the earlier date of Reseller's acceptance (by signature or otherwise, expressly or implied) of the Sales Quote or receipt of the Products identified in the Sales Quote. This Agreement will serve as the mutual understanding regarding a one-time purchase and resale of Products by Reseller to the end customer that is named on the Sales Quote ("Customer"). AvePoint refers to each product developed by AvePoint, excluding any maintenance, support and professional services (unless expressly included in the Sales Quote), as a "Product".

### 1. Appointment of One-Time Reseller, Term of the Agreement

Reseller shall purchase and sell the Products, which have been specified in the Sales Quote, in its own name and for its own account. This Agreement will automatically terminate once all of the obligations relating to that one-time resale are complete.

### 2. Grant of License in Products

AvePoint hereby grants to Reseller a non-exclusive, one-time right and license to distribute the Products to the Customer. Reseller shall not be permitted to sublicense the use of the Products, except to the extent necessary for the distribution of the Products to Customer. Reseller shall further not be permitted to rent, lease or otherwise make the Products available to third parties for a limited period in time for profit-making purposes, including outsourcing or service bureau services, time-sharing arrangements, or application service providing. Reseller may not assign or otherwise transfer all or part of its rights to use the Products, as granted by AvePoint under this Agreement, including, in particular, the right of reproduction, to any other person or entity without the prior written consent of AvePoint, which consent may not be withheld contrary to the principles of good faith.

The Code portion of the Products may be distributed only in object code form. Reseller shall conclude an agreement with Customer regarding the sale of Products from Reseller to Customer. Reseller shall explicitly inform Customer prior to entering into any such agreement, that a separate software license agreement with AvePoint ("Software License Agreement") must be accepted in writing or electronically by the Customer prior to or upon receipt of the Product. Reseller and the Customer may not use, copy, modify, or transfer the Product, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by AvePoint.

### 3. Ordering Procedure, Pricing, Payment Terms

As a general rule, the respective current list prices for the Products shall apply, plus the statutory Value Added Tax. Discounts applicable to Reseller, if any, are set forth in the Sales Quote.

Upon acceptance of the Sales Quote by Reseller, AvePoint shall (i) provide necessary activation information to Reseller to allow Customer to download the Product or (ii) otherwise supply the Product to Reseller, in each case accompanied by corresponding invoices.

In the event an invoice does not accompany a shipment of Products, Reseller shall notify AvePoint of the omitted invoice immediately. Upon receipt of each invoice, Reseller shall forward to AvePoint, at the address included on the invoice or by wire transfer, payment in full, without deduction or setoff, of the amount indicated on the invoice. Reseller shall have thirty (30) days from the date of an invoice to forward payment in full to AvePoint. If payment in full is not received by AvePoint within thirty (30) days following the date of an invoice, Reseller shall be assessed interest at the rate of one and a half percent (1.5%) of the total amount due, per day, or the maximum rate of interest allowed by law, until the invoice is paid in full. In the event Reseller's account is referred to a collection agency, Reseller shall also pay all costs incurred by AvePoint for actions taken by the collection agency.

### 4. Limitation of Liability

AvePoint will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement, even if AvePoint has been advised of the possibility of such damages. Further, AvePoint's aggregate liability arising with respect to this Agreement will not exceed the total discount received by Reseller under this Agreement.

### 5. Relationship of the Parties

Reseller and AvePoint are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency,

franchise, sales representative, or employment relationship between the parties. Reseller will have no authority to make or accept any offers or representations on AvePoint's behalf.

### 6. Compliance With Law

Reseller represents, warrants, and covenants the following:

(a) Reseller has been, is, and shall remain in compliance with the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.) as amended, the UK Bribery Act 2010 (to the extent applicable), and all other applicable laws and regulations in jurisdictions in which the Reseller engages in business that govern corruption, bribery, ethical business conduct, fraud, money laundering, and similar matters (collectively, "Anti-Corruption Laws").

(b) Reseller shall not cause AvePoint to be in violation of any applicable laws, including, but not limited to, the Anti-Corruption Laws and applicable Export Control Laws. "Export Control Laws" mean (i) United States export control laws and United States laws governing exports of controlled commodities, software or technology, embargoes, sanctions and boycotts, including the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et. seq.), the Trading With the Enemy Act (50 U.S.C. app. § 5(b)), the Export Administration Act of 1979 (50 U.S.C. app. §§ 2401-2420), and all rules, regulations and executive orders relating to any of the foregoing, including, but not limited to, the Export Administration Regulations (15 C.F.R. §§ 730 et. seq.), and the regulations administered by the Office of Foreign Assets Controls of the United States Department of the Treasury, and (ii) all similar applicable laws, statutes and regulations in countries where Reseller conducts business.

(c) Reseller agrees that it will not export any of the Products without first obtaining any applicable export licenses to the extent required under applicable Export Control Laws.

(d) Reseller agrees that it (i) shall not export, reexport, or transfer any Products to any country that is subject to an embargo by the U.S. Government (currently, Cuba, Iran, North Korea, Sudan, and Syria) (collectively, the "Embargoed Countries"); (ii) shall not export, reexport, or transfer any Products to any instrumentality, agent, entity, or individual that is acting on behalf of, or directly or indirectly owned or controlled by, any governmental entity of any Embargoed Country; (iii) shall not export, reexport or transfer any Products to a national of an Embargoed Country; and (iv) shall not engage in any transactions or dealings with any organization, entity, or individual identified on a Prohibited Party List or owned or operated by a person identified on a Prohibited Party List. "Prohibited Party Lists" shall mean lists of designated and prohibited parties maintained by the U.S. Government including the List of Specially Designated Nationals and Blocked Persons and the List of Foreign Sanctions Evaders, maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, and the Denied Persons List, Entity List, and Unverified List maintained by the Bureau of Industry and Security of the U.S. Commerce Department.

(e) None of Reseller or its actual or beneficial owners appears on a Prohibited Party List.

(f) Reseller and its owners, directors, officers, employees, subcontractors, and other representatives involved in performing services for AvePoint ("Reseller Personnel") shall not, directly or indirectly through third parties, pay, promise, offer to pay, authorize the payment of, or solicit or accept, any money, bribe, or kickback, or give any promise, offer to give, authorize the giving of, or solicit or accept, anything of value (including excessive gifts, hospitalities or other benefits), to or from any person, including, but not limited to, a Public Official or customer, for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person,

including, without limitation, AvePoint or Reseller. "Public Official" means (i) any officer, employee, agent, representative, department, agency, *de facto* official, corporate entity, instrumentality or subdivision of any government, military or public international organization, including, but not limited to, any state-owned or affiliated company, or (ii) any candidate for political office, any political party or any official of a political party.

(g) Reseller has not and shall not offer, promise, give, receive, or accept directly or indirectly to or from another person, a financial or other advantage (i) to induce the improper performance of a relevant function or activity; (ii) as a reward for the improper performance of a relevant function or activity; or (iii) with the knowledge or belief that the acceptance of the financial or other advantage would itself constitute an improper performance of a relevant function or activity.

(h) Reseller shall not retain any third party broker, consultant or agent to interact with Public Officials, customers, or end users with respect to AvePoint's business, unless vetted in advance and approved by AvePoint in writing.

(i) None of Reseller's owners, employees, officers, directors, or any immediate family relation of any such persons (collectively, "Interested Persons") is a Public Official and no part of any compensation paid pursuant to this Agreement shall accrue for the benefit of any Public Official. Reseller will notify AvePoint immediately if, during the term of this Agreement, (i) any Interested Person becomes a Public Official, or (ii) any Public Official acquires a legal, management, or beneficial interest in Recommender.

(j) Reseller shall respond to AvePoint's requests for information related to AvePoint's efforts to ensure compliance with Anti-Corruption Laws and other applicable laws.

(k) Reseller will immediately notify AvePoint if it has any information or suspicion that there may be a violation of Anti-Corruption Laws, applicable Export Control Laws, or any other applicable law in connection with this Agreement. Reseller will fully cooperate and cause Reseller Personnel to cooperate with AvePoint in AvePoint's review or investigation in relation to actual or possible violations of this Section 6.

#### **7. Triggered Audits**

AvePoint may, upon seven (7) days prior written notice, audit Reseller's records and accounts if AvePoint reasonably suspects that (i) Reseller or any Reseller Personnel has or will violate any Anti-Corruption Law or other applicable law or regulation, or (ii) Reseller or any Reseller Personnel has or will cause AvePoint, its affiliates, or their respective personnel to violate any Anti-Corruption Law or other applicable law or regulation. This audit right shall exist during the Agreement term and for five (5) years after termination/expiration of this Agreement.

#### **8. Indemnification**

Reseller hereby agrees to indemnify, defend, and hold AvePoint, its officers, directors, and employees ("AvePoint Indemnified Parties") harmless 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, attorneys' fees,

costs and expenses incurred by the AvePoint Indemnified Parties in defending against or enforcing any such Claims as a result of any acts or omissions of Reseller or Reseller Personnel including, but not limited to (i) the breach of any provisions of this Agreement; (ii) any reckless, intentional, or negligent act or omission by Reseller or Reseller Personnel; or (iii) any violation by Reseller or Reseller Personnel of applicable law, including, but not limited to, Export Control Laws or Anti-Corruption Laws.

#### **9. Termination**

Upon any violation by Reseller or Reseller Personnel of Section 6, AvePoint may, at its sole option, terminate this Agreement immediately for cause and without further liability or obligation to Reseller on the part of AvePoint or its affiliates.

#### **10. Entire Agreement**

The Agreement contains the entire agreement of the Parties pertaining to the subject matter addressed herein and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of the Agreement. Changes or amendments to the Agreement require written form in order to be effective. This also applies to the cancellation of this written form requirement.

#### **11. Assignment**

Reseller may not assign any right, duty or responsibility contained in this Agreement, by operation of law or otherwise, without the prior written consent of AvePoint. Subject to that restriction, the Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns.

#### **12. Waiver**

AvePoint's failure to enforce Reseller's strict performance of any provision of this Agreement will not constitute a waiver of AvePoint's right to subsequently enforce such provision or any other provision in this Agreement.

#### **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of New Zealand, notwithstanding any choice or conflict of law rules that would apply the substantive law of any other jurisdiction and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any claim or dispute arising under or in connection with this Agreement shall be resolved in the courts of New Zealand, whose judgment may be entered and enforced by any court having jurisdiction over the parties or their assets.

#### **14. Severability**

If any provision of this Agreement is held invalid by a court, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of the Agreement will remain in full force and effect. The remainder of the Agreement will continue in effect as if the Agreement had been entered into without the invalid portion.

#### **15. Independent Investigation**

Reseller has independently evaluated the desirability of participating in the Agreement and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.