

Partner Program Resale Agreement

This Partner Program Resale Agreement ("**Agreement**") is made by and between AvePoint, Inc., a Delaware company ("**AvePoint**") including where appropriate or applicable its Affiliates, and the company or entity, as identified in the signature block below ("**Reseller**"). Each of AvePoint and Reseller are referred to as a "Party" and collectively as the "Parties." The Agreement consists of the terms and conditions set forth below, any exhibits, addenda, or appendices identified below, and any Orders that reference this Agreement. This Agreement is effective immediately upon signature of this Agreement by Reseller or access or delivery of the Solution, whichever occurs first (the "**Effective Date**"). The Parties accept and agree to the below terms and conditions and have caused this Agreement to be executed by their respective authorized representatives.

FOR AND ON BEHALF OF AVEPOINT, INC.

FOR AND ON BEHALF OF RESELLER

(Full Legal Name of Reseller)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

E-mail: _____

Address: _____

Date: _____

AvePoint Legal: _____
(Approval Required)

E-mail: _____

Date: _____

In consideration of the foregoing and of the mutual promises contained in this Agreement, AvePoint and Reseller agree as follows:

1. PURPOSE. AvePoint has developed and is the owner of an extensive platform of software products, services, SAAS Solutions, documentation, and related information including the associated intellectual property rights. Reseller desires to obtain from AvePoint the rights and licenses granted herein for purposes of engaging in the marketing of various software programs and technical solutions that consist of, use, or incorporate the software products, documentation, SAAS Solutions, and related information owned by AvePoint. Reseller may additionally or alternatively desire to purchase and use certain of AvePoint's Solutions for use with its own managed services clients. AvePoint is willing to grant such rights and licenses subject to the terms and conditions of this Agreement, including Exhibit B hereof.

2. OBLIGATIONS OF RESELLER.

2.1. Appointment of Reseller. AvePoint appoints Reseller, and Reseller accepts such appointment, as a non-exclusive reseller to market, promote, and/or sell the Solutions to End-Users located within the Territory, in accordance with and subject to the terms and conditions set forth in this Agreement. For the avoidance of doubt, any sale or provisioning of Solutions to another reseller or a third-party

who is not an End-User is not permitted without prior written approval by AvePoint, and only then if Reseller has entered into a lawful and enforceable contract binding such other reseller or third party to materially the same restrictions as set out in Section 6.1 and Section 10.1 below. The foregoing appointment authorizes Reseller to purchase AvePoint's Solutions either directly from AvePoint or through a Distributor for resale (i) on their own, as Products licensed by AvePoint to Reseller's own end-user licensees, or (ii) as part of a complete technical solution. Except for manipulation or integration of Code, Reseller may bundle or combine the Products and Documentation with Reseller's own products or third-party products, but is prohibited from creating or developing any Derivative Works or providing technical support services to End-Users except as provided for in Section 2.4. Reseller shall not market, promote, or sell the Solutions to End-Users not located within the Territory or to End-Users located in the Territory for delivery outside the Territory, without AvePoint's prior written consent. In addition, subject to the terms and conditions of the MSLSA and MSP Amendment, Reseller shall be entitled to purchase and use certain of AvePoint's subscription-based Products and SAAS Solutions to use them for its own Managed Services Clients.

2.2. Promotion and Marketing. Reseller shall use its best efforts, actively and in good faith, to promote and market the Solutions in the Territory, with the goal of acquiring new customers and increasing revenue of existing customers.

Reseller agrees to work in good faith with AvePoint to develop joint marketing plans specifically identifying the market opportunities, prospective customer opportunities, marketing, advertising, and promotional activities, as are necessary or appropriate to increase sales of the Solutions in the Territory.

2.3. General Performance Standards. Reseller shall perform its obligations hereunder in good faith and with promptness and diligence in a professional manner, using employees and representatives who are properly educated, trained, and fully qualified for the tasks they are to perform. Reseller shall conduct its business in a fair, lawful, and ethical manner, reflecting favorably upon the Solutions and the reputation, goodwill, image, and credibility of AvePoint. Reseller shall abide by any and all written policies or guidelines of AvePoint.

2.4. Technical Support. AvePoint shall assume and properly discharge responsibility for all Support Services for the Products licensed to End-Users by Reseller subject to the terms of the MSLSA's Support Addendum. Notwithstanding the foregoing, when reselling a Product, Reseller shall be entitled to provide Tier-1 Support to End-Users upon having completed the required level of training as mutually agreed between AvePoint and Reseller. Reseller agrees to notify AvePoint immediately upon receiving a request from an End-User for any Support Services other than Tier-1 for any Product.

2.5. Training. Reseller agrees to timely participation and completion of the AvePoint partner training, including initial sales, technical, and compliance training curriculum (the "Initial Session"). AvePoint shall be responsible for training Reseller and its representatives at this session and at subsequent time periods, as provided in Section 3.1. Reseller agrees to strictly adhere to AvePoint's Channel Partner Terms, including employee training and certification corresponding to its applicable program and pricing discount levels.

2.6. Reseller Program Representatives. Reseller shall appoint and maintain at all times a program representative and departmental contacts, who shall be the main contact persons for issues surrounding the implementation and performance of this Agreement and who shall act as liaisons with the AvePoint Program Manager. Such contacts shall be subject to approval by AvePoint, which approval shall not be unreasonably withheld. Based on reasonable grounds, AvePoint may require Reseller to provide a different program representative.

2.7. Privacy. When collecting and using Personal Data about AvePoint's End-Users or Distributors, Reseller will operate in full compliance with applicable privacy and data protection laws and regulations. Reseller will gather the required consent to share such Personal Data with AvePoint and its Affiliates, for the purposes of End-User relationship management, support obligations, data analytics, marketing, and promotions. When receiving Personal Data from AvePoint, Reseller will use it in compliance with all applicable privacy and data protection laws and regulations, including anti-spam and direct marketing rules, in accordance with AvePoint's instructions, and for the sole purpose of promoting the Solutions. Upon the termination of this Agreement for any

reason, or if AvePoint determines that Reseller no longer requires access to the Personal Data to perform its obligations, Reseller shall return to AvePoint, or shall destroy, as AvePoint shall specify, all copies of all such Personal Data in Reseller's possession. Within five (5) calendar days thereafter, Reseller shall provide AvePoint with a certificate, executed by an officer of Reseller, confirming that all copies of all such Personal Data have been returned to AvePoint or destroyed, in accordance with this Section 2.6.

2.8. Expenses. Except as expressly provided herein, Reseller shall bear and assume all costs and expenses arising from its performance of its obligations under this Agreement, including, without limitation, expenses for hiring and training personnel, facilities, work space, utilities, management, clerical or reproduction services, supplies, travel expenses such as transportation, accommodations, and meals, and advertising, marketing, and promotion of the Solutions.

3. OBLIGATIONS OF AVEPOINT.

3.1. Promotional Materials. AvePoint shall provide Reseller with electronic files for the production of Promotional Materials subject to the terms and conditions of this Agreement. If Reseller chooses to produce additional promotional and advertising materials relating to the Solutions, Reseller shall upon request submit all such materials to AvePoint for its approval and production of such materials shall be at Reseller's cost. AvePoint's written approval of any such materials shall be obtained prior to use, distribution, or display of such materials. AvePoint shall have sole discretion whether to approve such materials.

3.2. Training. The Initial Session shall be via the AvePoint Partner Portal or as mutually agreed upon after execution of this Agreement. AvePoint shall provide training videos and certification exams on the AvePoint Partner Portal. AvePoint shall provide additional training if requested via electronic means, both live and recorded, at its sole discretion. Should Reseller require onsite or specialized training, Reseller shall pay for such training at AvePoint's standard rates, as provided by AvePoint on an official price quote at the time of request. In addition, Reseller shall bear and assume all costs and expenses relating to such training, including, without limitation, expenses for facilities, and travel expenses such as transportation, accommodations, and meals. The duration, location, and other aspects of the Initial Session and any additional training, as well as the number of Reseller employees to be trained, shall be determined by mutual agreement.

3.3. Product Developments. AvePoint shall keep Reseller reasonably informed about developments concerning the Solutions that may be useful to Reseller in the performance of this Agreement. AvePoint shall have the sole right to modify, alter, change, enhance, improve, or discontinue any or all of the Solutions at any time. In the event Reseller does not find the modified, altered, changed, enhanced, or improved Solutions to be acceptable, Reseller may terminate this Agreement pursuant to Section 11.2.

3.4. Programs. AvePoint, in its sole discretion, shall make available to Reseller opportunities to participate in sales

leads and referrals programs offered by AvePoint to other resellers in the Territory.

3.5. Publicity. As mutually agreed between the Parties, AvePoint may issue press releases announcing Reseller's appointment as a reseller of the Solutions and take any other action it deems appropriate to publicize the relationship between AvePoint and Reseller. Reseller shall not publicize its relationship with AvePoint without AvePoint's prior written consent.

3.6. AvePoint Program Manager. AvePoint will provide a point of contact to Reseller for the purpose of addressing business and technical issues relating to the Solutions.

4. PRICING AND PAYMENT TERMS.

4.1. Applicable Terms. With regard to this Article 4, in the case of a direct purchase of Solutions by Reseller from AvePoint, section 4.6 shall not apply. If Reseller purchases Solutions through a Distributor, then Section 4.5 shall apply instead of Sections 4.2-4.5.

4.2. Ordering Procedure. Reseller shall promptly transmit to AvePoint all purchase orders for Solutions to be provided to End-Users within the Territory by Reseller using the transmission method mutually agreed upon between AvePoint and Reseller. Reseller shall state the End-User's full legal name and contact details when transmitting a purchase order to AvePoint. All purchase orders submitted to AvePoint by Reseller shall refer to the terms and conditions of this Agreement, which terms and conditions shall apply to all purchase orders submitted by Reseller. In the event of any conflict between the terms and conditions of this Agreement and the terms of a purchase order or any other correspondence transmitted to AvePoint by Reseller, the terms and conditions of this Agreement shall control. Except for orders for a Reseller's internal usage, a purchase order shall only be submitted to AvePoint if Reseller itself has received a binding order from the End-User for the same Solution(s), amounts, term and without termination rights beyond those that are offered by AvePoint under the MSLSA and/or the MSA (as applicable for those Solution(s)) or as explicitly agreed by AvePoint in advance. Upon receipt of purchase orders from Reseller acceptable to AvePoint, AvePoint shall provide necessary activation information to Reseller. Reseller has no authority to, and shall not, accept, alter, enlarge, limit, or accept the return of, orders on behalf of AvePoint, or in any manner assume or create any obligation, express or implied, on behalf of or in the name of AvePoint, or act for or bind AvePoint in any other matter. AvePoint reserves the right to accept, reject, or cancel any purchase order submitted by Reseller, in its sole discretion at any time. AvePoint shall promptly notify Reseller if it rejects or cancels any purchase orders submitted by Reseller. AvePoint shall not be liable for damages to Reseller or any third party caused by AvePoint's delay or error in filling, or failure to fill, orders for any reason.

4.3. Pricing. Reseller shall contact AvePoint for a price quote for each order ("Quote"). An official Quote will be prepared by AvePoint and provided to Reseller. Reseller may indicate their acceptance of the Quote by submitting a purchase order with no additional terms and/or the signed

Quote to AvePoint. Quotes shall expire after 30 days unless reissued by AvePoint. Reseller shall be entitled to a discount for each order. Discounts are set forth in the Partner Program Terms. AvePoint reserves the right to amend the Partner Program Terms upon thirty (30) days' written notice to the reseller community, including but not limited to posting such notice on the AvePoint Partner Portal. In the event Reseller does not find the amended Partner Program Terms to be acceptable, Reseller may terminate this Agreement pursuant to Section 11.2.

4.4. Payment Terms. After having provided the necessary activation information for an Order, AvePoint will send Reseller an invoice for the Order. Upon receipt of each invoice, Reseller shall forward to AvePoint, at the address included on the invoice, payment in full, without deduction or setoff, of the amount indicated on the invoice. All payments shall be made in United States Dollars, in immediately available funds. 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 month of the total amount due, or the maximum rate of interest allowed by law (whichever is higher), 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, including attorney fees, incurred by AvePoint for actions taken by the collection agency.

4.5. Applicable Taxes. Reseller agrees to pay any sales, value-added or other similar transaction-based taxes imposed by applicable law. Furthermore, where required under the provisions of any applicable laws (including treaties), Reseller agrees to withhold on payments made to AvePoint, and remit to the relevant taxing authority, any withholding tax as imposed by the relevant taxing authority. In the event the Reseller withholds from payment and/or remits to the relevant taxing authority more withholding tax than is stated by AvePoint on any Order (i.e., the "Predetermined Tax Amount") both the Reseller and AvePoint shall attempt to settle such disputes before any payment is remitted to AvePoint or the relevant taxing authority. Reseller is liable to AvePoint for any tax withheld from payment to AvePoint and/or remitted to the relevant taxing authority exceeding the Predetermined Amount. The Parties shall use commercially reasonable efforts to cooperate and coordinate with each other in completing and filing documents required under the provisions of any applicable laws (including treaties) in connection with the making of any required tax payment or withholding payment, in connection with a claim of exemption from, or entitlement to, a reduced or zero rate of withholding; or in connection with any claim to a refund of or credit for any such payment. Reseller agrees to indemnify AvePoint as to all such taxes.

4.6. Payments to Distributor. Reseller will place purchase orders with a Distributor, and shall negotiate prices, payment, shipment/transmission terms and any other topics covered in Sections 4.2.-4.5 directly with the Distributor, except that a purchase order shall only be submitted to the Distributor if Reseller itself has received a binding order from the End-User for the same Solution(s), amounts, term and without termination rights beyond those that are offered by AvePoint under the MSLSA and/or the MSA (as applicable for

those Solution(s)) or as explicitly agreed by AvePoint in advance. Upon receipt of Orders acceptable to AvePoint from Reseller through the Distributor, AvePoint shall provide necessary activation information to Reseller.

5. DATA ACCESS AND COMPLIANCE.

5.1. Reseller shall, upon receipt of a prior written request from AvePoint, and during normal business hours, provide access to data and records relating to Reseller's performance of its obligations pursuant to this Agreement (including the obligation to only submit purchase orders that are backed by valid order forms from End-Users in accordance with Section 4) to AvePoint, its auditors and any other representatives reasonably designated by AvePoint. Reseller shall provide AvePoint, its auditors, and other representatives such assistance as they reasonably require in connection with any audit of Reseller's performance pursuant to this Agreement. AvePoint may, from time to time and in its sole but reasonable discretion, perform an audit of Reseller's compliance with this Agreement. With respect to Reseller's obligations under Section 10, Reseller, as a condition of its continued relationship with AvePoint, upon receipt of written request from AvePoint, shall promptly complete and comply with all partnership compliance requirements that AvePoint has for its resellers, including but not limited to associated due diligence questionnaires and compliance agreements. If AvePoint reasonably determines that Reseller or its agents has violated or will violate the terms of this Section, then AvePoint may suspend or otherwise terminate the Parties' relationship, for cause, in accordance with Section 11. The audit rights contained in this section shall exist during the Agreement term and for five (5) years after termination/expiration of this Agreement.

6. LICENSE AND ACCESS PROVISIONS.

6.1. Grant of License in, or Access to, Solutions.

Subject to the terms and conditions of this Agreement, AvePoint grants to Reseller, and Reseller hereby accepts, a limited, non-assignable, non-sublicensable, non-exclusive right and license to take the following actions, during the term of this Agreement, within the Territory: (i) sell, subject to the restrictions set forth in Section 6.1, the Solutions; (ii) use and display the Solutions, for purposes of promoting and demonstrating the Solutions; and (iii) use internally the Solutions, in whole or in part, as necessary to accomplish the foregoing. When reselling the Solutions, Reseller shall not remove, obliterate, or alter any of the AvePoint Marks that appear therein, or any other copyright, patent, trademark, or proprietary rights notice that appears therein, and Reseller shall reproduce all copyright, patent, trademark, or other proprietary rights notices that appear therein.

6.2. Restrictions. The Software will be provided only in object code form. Reseller shall notify each End-User prior to or upon receipt of the Solutions, that by accepting delivery of the Solution or by written or electronic acceptance of a written agreement prior to receipt of the Solution, each End-User must agree to be bound by AvePoint's MSLSA for the purchase of Solutions and/or Support Services and by AvePoint's MSA for the purchase of Services, respectively.

6.3. Grant of License in Promotional Materials.

Subject to the terms and conditions of this Agreement, AvePoint hereby grants to Reseller, and Reseller accepts, a limited, non-assignable, non-sublicensable, non-exclusive right and license, during the term of this Agreement, to use, reproduce, and display Promotional Materials, to create Derivative Works thereof, and to distribute Promotional Materials within the Territory. When reproducing Promotional Materials, Reseller shall not remove, obliterate, or alter any of the AvePoint Marks that appear therein, or any other copyright, patent, trademark, or proprietary rights notice that appears therein, and Reseller shall reproduce all copyright, patent, trademark, or other proprietary rights notices that appear therein. All Promotional Materials given by AvePoint to Reseller or created by Reseller through reproduction of Promotional Materials and all materials produced by Reseller through the creation of Derivative Works of the Promotional Materials remain the property of AvePoint and, except insofar as they are distributed by Reseller in the course of its performance of its duties under this Agreement, shall be promptly returned to AvePoint upon the request of AvePoint or upon the termination of this Agreement, for any reason.

6.4. Grant of Reciprocal Trademark License.

Subject to the terms and conditions of this Agreement, AvePoint grants to Reseller, and Reseller hereby accepts, a limited, non-assignable, non-sublicensable, non-exclusive right and license to use the mark AVEPOINT and the AVEPOINT logo as well as all AvePoint trademarks associated with the Product (collectively, such marks hereinafter referred to as "AvePoint Marks") during the term of this Agreement as necessary in order to fulfill its obligations under this Agreement. Reseller hereby grants to AvePoint, and AvePoint hereby accepts, a non-exclusive right and license to Use Reseller's marks and logo (collectively, "Reseller Marks") as necessary to publicize and promote the relationship between AvePoint and Reseller, as established under this Agreement. These reciprocal trademark licenses shall be subject to the following limitations:

6.4.1. Each of the Parties shall use the other Party's marks only in connection with the exercise of its rights or the performance of its obligations pursuant to this Agreement, and for no other purpose.

6.4.2. Each of the Parties agrees to follow any reasonable policies that the other Party may establish with respect to the use of its marks, including policies relating to use of trademark or service mark notices. Any such policies adopted by one of the Parties shall be communicated to the other Party in writing.

6.4.3. Any materials created by Reseller to promote the Solutions, which materials incorporate the AvePoint Marks, shall be submitted to AvePoint for its approval. AvePoint's written approval of any such materials shall be obtained before such materials may be used, distributed, or displayed by Reseller. AvePoint shall have sole discretion whether to approve such materials.

6.4.4. Upon notice to the other Party, either Party, in its sole discretion relating to its marks, may terminate the right of the other Party to use any of its marks at any time and for

any reason. Such termination shall have no effect on the remaining provisions of this Agreement.

7. PROPRIETARY RIGHTS.

7.1. Confidentiality. While performing their obligations pursuant to this Agreement, a Party (the "Receiving Party") may be furnished with, receive, and otherwise have access to Confidential Information of the other Party (the "Disclosing Party"). All Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall: (i) hold all Confidential Information in strict confidence and refrain from disclosing Confidential Information to third parties except to its own or its Affiliates' directors, officers, employees or consultants and only then if these persons have a clear need to know such Confidential Information in connection with the performance of their professional responsibilities and are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement; (ii) use Confidential Information solely and exclusively for the purposes of fulfilling its obligations under this Agreement, and only as expressly authorized by this Agreement; and (iii) accord Confidential Information at least the same level of protection against unauthorized use or disclosure that the Receiving Party customarily accords to its own confidential, proprietary, or trade secret information of a like nature, but in no event less than a reasonable level of protection.

7.2. Reservation of Rights. No right or license in the Solutions, Promotional Materials, or AvePoint Marks shall be implied by estoppel or otherwise, other than the rights and licenses expressly granted in this Agreement. AvePoint shall retain all ownership right, title, and interest in the Solutions, Promotional Materials, and AvePoint Marks, subject only to the rights and licenses specifically granted herein.

7.3. Acknowledgement of Rights in Solutions and Promotional Materials. Reseller acknowledges that the Solutions, and Promotional Materials are protected under copyright law and other laws protecting intellectual property rights and contain trade secrets of AvePoint. Reseller further acknowledges the exclusive rights of AvePoint in and to the Solutions, and Promotional Materials, and acknowledges that AvePoint retains sole title to and ownership of the Solutions, and Promotional Materials, and any copies thereof or Derivative Works of Promotional Materials made by Reseller. Nothing in this Agreement or the conduct of the Parties shall give Reseller any ownership interest in the Solutions or Promotional Materials, but with only a limited right to use and provide the same in accordance with this Agreement. Reseller shall not represent, in any manner, that it has an ownership interest in the Solutions or Promotional Materials. Reseller shall not attempt to assert any intellectual property rights in the Solutions or Promotional Materials under the laws of any jurisdiction. Moreover, Reseller shall not commit, or cause any third party to commit, any act challenging, contesting, or in any way impairing or attempting to impair AvePoint's rights in the Solutions or Promotional Materials.

7.4. Acknowledgement of Rights in Marks. Reseller acknowledges the exclusive rights of AvePoint in and to the AvePoint Marks, and any other marks applied by AvePoint to the Solutions and Promotional Materials. AvePoint acknowledges the exclusive rights of Reseller in and to the

Reseller Marks. Nothing in this Agreement or the conduct of the Parties shall give either Party any ownership interest in the other Party's marks. Accordingly, neither Party shall make any use of the other's marks, nor any name or mark confusingly similar thereto, except as expressly authorized by this Agreement. Neither Party shall represent, in any manner, that such Party has an ownership interest in the other Party's marks. Neither Party shall register or attempt to register the other Party's marks under the laws of any jurisdiction. Moreover, neither Party shall commit, or cause any third party to commit, any act challenging, contesting, or in any way impairing or attempting to impair the other Party's rights in its marks. Each Party's use of the other Party's marks, as authorized pursuant to this Agreement, shall inure to the benefit of the owner of the marks.

8. DATA SECURITY AND USE OF PERSONAL DATA

8.1. All Personal Data received or collected by AvePoint in connection with the performance of this Agreement (will be processed by AvePoint in accordance with AvePoint's privacy policy which can be accessed at <http://www.avepoint.com/company/privacy-policy>. Reseller shall collect and process Personal Data in accordance with applicable laws. Reseller represents that Reseller's data protection policies and practices are, and will be maintained, at a minimum, in accordance with standard industry practices applicable to data protection, information security, and privacy and that Reseller has taken all appropriate security measures required by applicable law, including ensuring that persons it has authorized to process Personal Data are under appropriate obligations of confidentiality. Reseller is not authorized to transfer Personal Data or Confidential Information to any other party or sub-processor without AvePoint pre-approval. Furthermore, Reseller shall assist AvePoint as necessary to respond to requests from individuals that are exercising their privacy rights. At the request of AvePoint, Reseller shall make available all information necessary to demonstrate compliance with the obligations set forth in this Section 8.1, including allowing for and cooperating with audits as set forth in Section 5, above.

8.2. Reseller shall provide written notice without undue delay of any unauthorized access, use or disclosure of Personal Data or any security breach that could affect AvePoint or End-Users or could impact the activities to be performed under this Agreement. In such event, Reseller shall immediately take remedial action as required by applicable data protection legislation and as requested by AvePoint. Reseller warrants that it has obtained all necessary consents to provide End-User Personal Data to AvePoint for the purpose of performing this Agreement. Upon reasonable request, Reseller shall provide appropriate evidence of Reseller's compliance with this Section 8.1.

9. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND FORCE MAJEURE.

9.1. Ownership Warranty. AvePoint represents and warrants that: (i) it is the owner of the Products and Solutions, including all intellectual property rights therein under copyright, patent, trademark, trade secret, and other applicable law; (ii) it has the full and sufficient right and

authority to grant the rights and licenses granted herein; and (iii) it does not have knowledge of any claims that the Products or Solutions infringe the intellectual property rights of any third party.

9.2. Disclaimer of Warranties. EXCEPT AS SET FORTH IN AVEPOINT'S LIMITED WARRANTY THAT ACCOMPANIES THE PRODUCTS AND/OR ANY WARRANTIES THAT HAVE BEEN INDIVIDUALLY AGREED BY AVEPOINT FOR THE SERVICES, AVEPOINT MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOLUTIONS OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. Without limitation of the foregoing, AvePoint specifically does not warrant that the Solutions will meet the requirements of End-Users or Reseller's potential customers or that the operation of the Solutions will be uninterrupted or error-free. Except as expressly provided herein, the entire risk as to the quality and performance of the Solutions is borne by the Reseller. Reseller shall communicate to all End-Users the warranties, disclaimers, and limitations of liability in this Article 9, and shall ensure that such warranties, disclaimers, and limitations of liability shall apply to all End-Users. Reseller shall not make any representation or warranty on behalf of AvePoint that exceeds the express warranties in Sections 9.1 and 9.1. Reseller shall be solely and completely responsible for any consequences arising from any representation or warranty that Reseller makes to any End-User, or any other party, relating to the Solutions, that exceeds the express warranties made by AvePoint in Sections 9.1 and 9.1.

9.3. Exclusive Remedy for Breach of Functionality Warranty. Reseller's exclusive remedy for any breach of the warranties expressed in Section 9.1, which are in lieu of all other remedies, shall be to provide written notice to AvePoint that the Solution is defective and an explanation of the defect. Upon receiving such notice, AvePoint, at its option, shall either: (i) provide Reseller with a replacement Solution, or (ii) refund to Reseller the price actually paid by Reseller to AvePoint for such Solution.

9.4. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY PARTY RELATED TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, AVEPOINT'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID OR PAYABLE BY RESELLER TO AVEPOINT UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT RESELLER'S OBLIGATION TO EFFECT PAYMENT AS PER SECTION 4.3, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF AND ON TOP OF THE LIMITATION OF LIABILITY. EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER 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 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.

9.5. Remedy for Infringement. If a third party brings or threatens to bring any claim or action against Reseller, its subsidiaries and affiliates, and each of their respective directors, officers, employees, and agents ("Reseller Indemnified Parties") alleging infringement or misappropriation of any copyright, patent, trade secret, trademark, or other intellectual property right of such third party, to the extent that such action arises from Reseller's exercise of its rights granted hereunder with respect to the Solutions, Promotional Materials, or AvePoint Marks, AvePoint shall defend such claim at its expense, and pay any finally awarded and non-appealable damages, judgments, settlements, costs, and expenses, including, without limitation, reasonable attorneys' fees, assessed against the Reseller Indemnified Parties. Reseller shall notify AvePoint as soon as reasonably practicable of any such claim, action, or suit and shall cooperate with AvePoint in every reasonable manner to facilitate the defense or settlement of any such claim. AvePoint shall have the exclusive right to control the defense and settlement of any such claims. AvePoint's indemnification obligations under this Section 9.4 shall not apply to any damages, judgments, settlements, costs, or expenses that arise out of Reseller's exercise of its rights granted hereunder with respect to Derivative Works of Promotional Materials created by Reseller, to the extent that Reseller's creation of such Derivative Works resulted in the infringement or alleged infringement. Following a decision by a court of competent jurisdiction that any of the Solutions, Promotional Materials, or AvePoint Marks infringe any third party's intellectual property rights, AvePoint shall, in its sole discretion, either: (i) obtain a license for Reseller to continue to use and market the infringing materials; (ii) modify the materials to render them non-infringing; or (iii) terminate this Agreement with respect to such materials and shall refund a) in case of perpetual licenses, for the remaining time (if any) a pro-rated portion of the license fees or other charges paid by Reseller to AvePoint for such licenses, as depreciated on a five-year straight-line basis from the date of purchase and b) for any subscription-based Products, the fees or other charges paid by Reseller for the unused remainder of such subscription. This Section 9.4 states the entire obligation of AvePoint with respect to any claim of infringement involving the Solutions, Promotional Materials, or AvePoint Marks.

9.6. Indemnification of AvePoint. Reseller hereby agrees to indemnify and hold harmless AvePoint, its subsidiaries and affiliates, and each of their respective directors, officers, employees and agents ("AvePoint Indemnified Parties"), against any and all claims, actions, demands, liabilities, losses, damages, judgments, investigations, disclosures, settlements, costs, and expenses, including, without limitation, reasonable attorneys' fees (any or all of the foregoing hereinafter referred to as "Losses"),

insofar as such Losses or actions in respect thereof arise out of or are based on (i) any claim that any AvePoint Indemnified Parties' use of the Reseller Marks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party; (ii) any breach of any representation or warranty made by Reseller hereunder, any breach of any covenant or agreement made by Reseller herein, or any failure by Reseller to perform the obligations imposed by this Agreement; (iii) a violation of any Anti-Corruption Law, Export Control Law, or other applicable laws or regulations by Reseller or Reseller personnel or representatives; or (iv) any other Loss suffered by any of the AvePoint Indemnified Parties arising from or relating to the negligent or intentional acts or omissions of Reseller or its personnel, representatives, or subcontractors in relation to this Agreement. This provision shall survive the expiration or any termination of this Agreement.

9.7. Force Majeure. Either Party's performance will be excused, to the extent reasonably necessary, in the event that an act of God, war, civil unrest, fire, explosion, or other force majeure event that occurs without the fault or negligence of the non-performing party prevents timely performance under the Agreement, provided that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such failure to perform or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means. The affected Party will promptly notify the other Party of the circumstances causing its failure to perform or delay. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to commence or resume performance without delay.

10. COMPLIANCE WITH LAW.

10.1. Reseller represents, warrants, and covenants as follows:

10.1.1. 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.

10.1.2. Reseller has been, is, and shall remain in compliance with Anti-Corruption Laws.

10.1.3. Reseller agrees that it will not export any of the Solutions outside of its Territory without first obtaining AvePoint's prior written consent and any applicable export licenses to the extent required under applicable Export Control Laws.

10.1.4. Reseller agrees that it (i) shall not export, reexport, or transfer any Solutions to any country that is subject to an embargo by the U.S. Government (e.g. the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, and Syria) (collectively, the "Embargoed Countries"); (ii) shall not export, reexport, or transfer any Solutions 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 Solutions 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.

10.1.5. None of Reseller or its actual or beneficial owners appears on a Prohibited Party List.

10.1.6. Reseller and 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, *de facto* official, corporate entity, instrumentality, 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.

10.1.7. 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.

10.1.8. None of Reseller's owners, employees, officers, directors, or any immediate family relation of any such persons (collectively, "Interested Person") is a Public Official that would receive any compensation paid pursuant to this Agreement or to whom any benefit would accrue as a result hereof. 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 Reseller.

10.1.9. Reseller shall not appoint or retain sub-resellers ("Sub-Resellers") to act on Reseller's behalf unless vetted in advance and approved by AvePoint in writing. Reseller shall reasonably cooperate with AvePoint in obtaining due diligence information about and from Sub-Resellers. AvePoint may refuse approval of or revoke its approval of a Sub-Reseller at any time in its sole discretion. Any compensation to such Sub-Resellers shall solely be the Reseller's responsibility. Reseller shall be responsible for the actions and inactions of any Sub-Reseller. Reseller shall notify AvePoint immediately in writing if Reseller learns that a Sub-Reseller has engaged in any corrupt, improper, or illegal activities.

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

10.1.11. 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.

10.1.12. Reseller will fully cooperate and cause Reseller Personnel to comply with all terms in this Article 10, including, but not limited to, cooperating with AvePoint in AvePoint's review or investigation in relation to actual or possible violations of this Article 10, including Reseller's continued compliance with this Article 10.

11. TERM AND TERMINATION.

11.1. Term. The term of this Agreement shall commence upon the Effective Date and shall continue until terminated by either of the Parties as authorized herein.

11.2. Termination for Breach. The Agreement may be terminated by either Party if the other Party fails to perform any material obligation imposed by this Agreement or otherwise breaches any material term of this Agreement. In the event of a material breach that is incapable of cure, the non-breaching party may terminate the Agreement immediately by giving written notice of termination to the breaching party. In the event of a material breach that is capable of cure, the non-breaching party may terminate the Agreement by giving written notice of termination if the breaching party fails to cure its breach, to the satisfaction of the non-breaching party, within thirty (30) days of receiving written notice of the breach. In the event of any actual or potential breach of the representations or warranties of the Compliance with Laws section hereof, AvePoint may terminate the Agreement immediately, without any liability to Reseller for damages, special compensation, or other consequences. The Parties' rights of termination under this Section are in addition to any other rights or remedies that the Parties may have in law or equity in the event of breach and shall not limit the Parties' exercise of any such remedies.

11.3. Termination for Convenience. Either Party may terminate the Agreement for convenience, without cause, at any time, upon not less than forty-five (45) days written notice to the other Party.

11.4. Rights Upon Termination. Upon termination of this Agreement, for any reason, all of the rights and licenses granted to Reseller hereunder shall immediately terminate, and Reseller shall immediately: (i) cease any and all use, reproduction, sublicensing, and distribution of the Solutions; (ii) discontinue any and all promotion, solicitation, marketing, and demonstration relating to the Solutions; (iii) cease creating Derivative Works of the Promotional Materials; and (iv) cease offering maintenance and support in connection with the Solutions. Upon termination of this Agreement for any reason, Reseller shall either return to AvePoint or destroy, at AvePoint's sole option, all Products, Promotional Materials, any other materials relating to the Solutions, and any copies thereof, in any media, and shall certify in writing to AvePoint that all such materials have been either returned or destroyed. No consideration or indemnity shall be payable to Reseller as a result of termination of this Agreement by AvePoint. Within 30 days of termination, all monies owed to Reseller, including commissions or other remuneration, shall be calculated and

paid by AvePoint. Reseller shall not be entitled to any refund of monies paid to AvePoint.

11.5. Rights Not Affected by Termination. The termination of this Agreement shall not impair the right or license of any End-User in Solutions that were sold to such End-User pursuant to this Agreement prior to its termination nor any outstanding payments by Reseller for such rights or licenses. Furthermore and except for a termination by AvePoint for Reseller's breach of this Agreement in accordance with Section 11.1 above, the termination of this Agreement by either Party shall not impact the Reseller's right to use subscription-based Solutions for its own Managed Services Clients in accordance with the terms set out in the MSP Amendment and such right can only be terminated subject to the additional terms set out in section 5.1 of the MSP Amendment.

11.6. Survival. In the event of termination of this Agreement, regardless of the reason for termination, the provisions of Sections 7-12 of this Agreement, and any other Articles and Sections which by their nature are intended to survive, shall survive and continue in perpetuity.

12. GENERAL

12.1. Definitions and Interpretation.

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

12.1.2. "AvePoint Partner Portal" shall mean the applicable AvePoint partner portal (currently at <http://partner.avepoint.com>).

12.1.3. "Derivative Work" shall mean a work that is based upon one or more of the Products or Promotional Materials (as applicable), such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement.

12.1.4. "Partner Program Terms" shall mean the document setting out applicable discounts, partner levels and other commercial details, as made available by AvePoint to Reseller on the AvePoint Partner Portal and as amended by AvePoint from time to time.

12.1.5. "Confidential Information" means: all information relating to a Party's business, including, without limitation, financial, and customer information, and any other information that would be considered a trade secret, provided that such documents or other media bear a notice designating such materials to contain confidential or proprietary information. In the case of AvePoint, Confidential Information shall also comprise the Licensed Property and all information relating thereto. Confidential Information shall not comprise

data or information which: (i) is publicly available at the time of its disclosure under this Agreement; (ii) is or becomes common knowledge without breach of this Agreement; (iii) the Receiving Party (as defined in Section 7.1 hereof) can show was lawfully in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt; (iv) is developed independently of the Disclosing Party (as defined in Section 7.1 hereof) by the Receiving Party in circumstances that do not amount to a breach of the confidentiality provisions of this Agreement and where the Receiving Party can provide evidence of such independent development; or (v) the Receiving Party obtains or has available from a source other than the Disclosing Party and is obtained without breach of the confidentiality provisions of this Agreement or is not obtained from a source that has any obligation of confidentiality owed to the Disclosing Party.

12.1.6. "Distributor" means any entity appointed and authorized by AvePoint to sell Solutions to Reseller.

12.1.7. "Documentation" shall mean the user manuals, technical manuals, and other written materials that relate to the Solutions, which AvePoint has published or may publish during the term of this Agreement for use by End-Users in connection with the Solutions.

12.1.8. "End-Users" shall mean persons or entities that enter into license agreements with AvePoint for Solutions.

12.1.9. "Export Control Laws" shall mean all export control laws and regulations of the United States and applicable jurisdictions, including jurisdictions in which the Reseller conducts business, which govern exports of controlled commodities, software or technology, embargoes, sanctions and boycotts, including, but not limited to, the Arms Export Controls Act (22 U.S.C. Ch. 39), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the Trading With the Enemy Act (50 U.S.C. app. §§ 1 et seq.), the Export Administration Act of 1979 (50 U.S.C. app. §§ 2401 et seq.), International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986, and all rules, regulations and executive orders relating to any of the foregoing, including but not limited to the International Traffic in Arms Regulations (22 C.F.R. §§ 120 et seq.), 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.

12.1.10. "Managed Services Client" shall mean a client of Reseller for which Reseller provides managed services by maintaining and administering certain elements of such client's information technology environment.

12.1.11. "MSA" shall mean AvePoint's Master Service Agreement, available under <https://www.avepoint.com/license/services>.

12.1.12. "MSLSA" shall mean AvePoint's Master Software License and Support Agreement, available under <https://www.avepoint.com/license/license>.

12.1.13. "MSP Amendment" shall mean the Managed Services Partner Amendment to the MSLSA as attached as Exhibit B hereto.

12.1.14. "Order" shall mean a valid order by Reseller which can be either a) an AvePoint resale sales quote that has been signed by Reseller; or b) a Reseller purchase order that has been accepted by AvePoint.

12.1.15. "Personal Data" has the meaning given to it in the EU Regulation 2016/679 ("General Data Protection Regulation" or "GDPR").

12.1.16. "Products" shall mean the Software and the Documentation.

12.1.17. "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 maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department, the Foreign Sanctions Evaders List maintained by OFAC, the Denied Persons List maintained by the Bureau of Industry and Security ("BIS") of the U.S. Commerce Department, the Entity List maintained by BIS, and the Unverified List maintained by BIS.

12.1.18. "Promotional Materials" shall mean the brochures, pamphlets, product descriptions, price lists, social media content and other documents created by AvePoint for the purpose of promoting or advertising the Solutions.

12.1.19. "Reseller Personnel" shall mean Reseller's owners, directors, officers, employees, Sub-resellers, subcontractors, and other representatives involved in performing services for AvePoint.

12.1.20. "SaaS Solution" means the specific AvePoint proprietary hosted service(s) specified on an Order form, including any related AvePoint dashboards, APIs, and AvePoint Code. "SaaS Solutions" do not include Technical Services.

12.1.21. "Services" shall mean any professional services provided by AvePoint technical personnel but shall exclude Support Services.

12.1.22. "Software" means the object code (machine readable computer code) version of any computer programs offered by AvePoint and any ancillary data files, modules, libraries, tutorial or demonstration programs or other components and copies of any of the foregoing or portions thereof. For the avoidance of doubt, AvePoint will under no circumstances provide any source code (human readable computer code, including all comments and procedural code and all related development documents) of the Software.

12.1.23. "Solutions" shall mean AvePoint Products (including, where applicable, corresponding Support Services), SAAS Solutions, and Services.

12.1.24. "Support Services" shall mean support and maintenance services that are provided by AvePoint pursuant to the MSLSA.

12.1.25. "Territory" shall mean the geographic areas identified on Exhibit A, which AvePoint shall be able to unilaterally amend at any time within its sole discretion.

12.1.26. "Tier 1 Support" shall mean basic End-User support at normal business hours which is aimed to gather the End-User's information and to answer End-User questions regarding the functionality and general configuration of the Products. Reseller will immediately log all End-User issues that cannot be resolved by this support, together with the End-User's information and a description of the issue, using AvePoint's support ticket website (currently available at www.avepoint.com/support/open-a-support-ticket) unless Reseller has been instructed by AvePoint to use other means to log End-User issues.

12.2. Relationship of the Parties. Reseller and AvePoint shall be independent contractors. Nothing in this Agreement or in the conduct of the Parties shall be interpreted or construed as creating or establishing any relationship between the Parties other than that of independent contractors. Without limitation of the foregoing, the Parties expressly provide that neither Party shall be deemed an agent nor employee of the other Party and the Parties shall not be deemed partners or joint venturers. Neither Party shall have the right to (i) enter into, create, or assume, directly or indirectly, any oral, written, or implied contracts or legal obligations or liability for or on behalf of the other Party or that Party's affiliates; (ii) represent to the public that such Party has any actual or apparent authority to legally bind the other Party or that Party's affiliates without the express prior written consent of the other Party; (iii) pledge the credit of the other Party or that Party's affiliates; or (iv) commence any legal proceeding in the name of or on behalf of the other Party or that Party's affiliates.

12.3. No Waiver of Default. No waiver will be effective unless documented in a writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. The failure of either Party to insist upon strict performance of any of the terms or provisions of this Agreement, or the exercise of any option, right, or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

12.4. Entire Agreement; Amendments. This Agreement and the Exhibits hereto contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. Only a written instrument executed by authorized representatives of both Parties may modify or amend this Agreement.

12.5. Non-Solicitation. During the term of this Agreement and for one (1) year after the termination of this

Agreement, Reseller shall not solicit, discuss employment with, offer employment to, nor otherwise use, hire, or utilize the services of any employee of AvePoint or any person who has been employed by AvePoint within one (1) year prior to the date of solicitation, hiring, or other such activity.

12.6. Assignment. This Agreement will be binding upon the respective successors and permitted assigns of the parties. Notwithstanding the foregoing, Reseller shall not assign this Agreement without the prior written consent of AvePoint.

12.7. Insurance and Risk of Loss. During the term of this Agreement, Reseller shall maintain Worker's Compensation insurance, comprehensive general liability insurance, and property damage insurance, as required by law and in an amount reasonably sufficient to cover potential claims against Reseller. Each Party shall bear the risk of loss of, and damage to, any equipment, software, or other materials in its possession or under its control.

12.8. Notices. All notices, requests, and demands expressly contemplated by this Agreement shall be in writing and shall be deemed to have been duly given: (i) when hand-delivered to the addressee; (ii) when transmitted by confirmed e-mail with a duly signed scan of the Notice attached; (iii) one (1) business day after being given to an overnight courier with a reliable system for tracking delivery; or (iv) three (3) business days after the day of mailing, when mailed by registered or certified mail, return receipt requested, postage prepaid. Notices to AvePoint shall be sent to the address set forth in the preamble, Attn: General Counsel, with a copy sent by confirmed e-mail, to legal@avepoint.com. Unless otherwise specified by Reseller in writing, Notices to Reseller shall be sent to the Reseller's e-mail address provided in the corresponding Order or, if no such e-mail address has been provided, to the registered agent of the Reseller in the jurisdiction in which the Reseller is organized or incorporated. Any Party may change the address to which Notices are to be delivered by giving the other Party Notice.

12.9. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, notwithstanding any choice of law rules that would apply the substantive law of any other jurisdiction. Claims or disputes arising under or in connection with this Agreement shall be resolved in the federal or state courts situated within the Commonwealth of Virginia, whose judgment may be entered and enforced by any court having jurisdiction over the Parties or their assets. The Parties consent to the jurisdiction of such courts and waive any objections to the jurisdiction or venue of such courts.

12.10. Severability. If any provision of the Agreement is held invalid by a court with jurisdiction over the Parties to the Agreement, 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.

EXHIBIT A

Territory

TBD

EXHIBIT B**Managed Services Partner Amendment
to the
Master Software License and Support Agreement**

For the purposes of this Managed Services Partner Amendment (the "Amendment") to the Master Software License and Support Agreement (the "MSLSA"), any reference to "Reseller" shall be deemed a reference to Reseller as defined the Agreement.

1 Subject Matter of the Amendment

- 1.1 The Reseller is willing to purchase certain Subscription Licenses for AvePoint products under the terms of the MSLSA. To the extent that there exists a previously negotiated Master Software License and Support MSLSA or similarly negotiated license MSLSA between the Parties that is currently in effect at the time of this amendment's Effective Date ("Prior Negotiated Agreement"), the provisions of any such Prior Negotiated Agreement shall prevail. From the Effective Date, the Parties wish to amend the MSLSA by conclusion of this amendment (hereinafter "Amendment") as follows.
- 1.2 The Reseller is willing to obtain and pay for Subscription Licenses, either directly from AvePoint or through an authorized AvePoint distributor ("Distributor") on the Distributor's marketplace, that it intends to use on behalf of its Managed Services Client under the terms and conditions as set forth in the MSLSA and this Amendment.
- 1.3 Subject to the Reseller's observance of the MSLSA's and this Amendment's further provisions, AvePoint herewith agrees to grant the Reseller such Subscription Licenses.

2 License Terms and Restrictions

- 2.1 Each License purchased under this Amendment is limited to the use by the Reseller on behalf of a specifically named Managed Services Client. For the avoidance of doubt, the MSLSA's further License conditions and restrictions shall apply in full.
- 2.2 When the Reseller activates Subscription Licenses under this Amendment that it intends to use on behalf of a Managed Services Client, the Reseller shall clearly state the Managed Services Client's full legal name where prompted to do so in the applicable AvePoint partner portal (currently either "AvePoint Online Services for Partners" or "Elements").
- 2.3 Subject to Reseller's observance of the terms and conditions of the MSLSA and of this Amendment and subject to Reseller's acceptance of an according sales quote issued by AvePoint or issuance of an order at the Distributor's marketplace (as applicable), AvePoint shall grant the requested License.
- 2.4 No other use of the License or the Licensed Property is permitted. In particular, no use of the Licensed Property by the Reseller for a different Managed Services Client than communicated to AvePoint as per section 2.2 above is permitted.
- 2.5 The Reseller shall maintain written and legally enforceable agreements with its Managed Services Clients to provide the managed services. Such agreement between Reseller and Managed Services Client must not contradict or substantially deviate from the provisions and purpose of the MSLSA and this Amendment.
- 2.6 Reseller hereby agrees to indemnify, defend, and hold harmless AvePoint, its officers, directors, and employees ("AvePoint Indemnified Parties") 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, reasonable attorneys' fees, costs and expenses incurred by the AvePoint Indemnified Parties in defending against or enforcing any such Claims raised by, for or on behalf of a Managed Services Client as a result of any reckless, intentional or negligent act or omission of Reseller or Reseller's agents.

3 User Compliance Checks

- 3.1 AvePoint may use technical measures to conduct compliance checks on an ongoing basis for the Subscription Licenses that it grants to Reseller.
- 3.2 If the Subscription Licenses are used contrary to the terms – in particular, if the Subscription Licenses are used on behalf of other entities than the originally specified Managed Services Client – then AvePoint expressly reserves the right to claim damages and/or to terminate the MSLSA, this Amendment and/or the Subscription Licenses that have been used contrary to the terms.

4 License Fees

The fees for the Subscription Licenses are provided in the AvePoint Partner Program Terms or may be agreed separately either between the Parties or between the Distributor and the Reseller, as applicable.

5 General Provisions

- 5.1 The MSLSA including this Amendment may be terminated by either Party with forty-five (45) days prior written notice from the date on which the last Subscription License purchased hereunder will expire. Further, the MSLSA including this Amendment and all Subscription Licenses and other rights granted hereunder may be terminated immediately without notice by either Party if the other Party materially breaches any of the provisions of the MSLSA or this Amendment and does not remedy such breach within thirty days of receipt of notice from the non-breaching party declaring and setting forth the nature of such breach. For the purposes of this Section 5.1, in cases where Reseller purchases directly from AvePoint, Reseller's failure to pay the full agreed sums provided for in this Amendment shall be considered a material breach of the MSLSA. Upon termination by AvePoint for Reseller's non-payment, all remaining payments hereunder shall become immediately due and payable by Reseller.
- 5.2 Except where already covered by the terms of the Agreement (so long as the Agreement is in place), all other provisions of the MSLSA shall fully apply, in particular, regarding (but not limited to) license restrictions and property rights. Capitalized terms not defined in this Amendment shall have the meaning as defined in the MSLSA.
- 5.3 In case of conflicts between the MSLSA and this Amendment, this Amendment shall prevail.