

INDIRECT RESELLER AGREEMENT

This **Indirect Reseller Agreement** (the “**Agreement**”) is entered into by and between **Huddly A/S**, a Norwegian corporation having its principal place of business at Gaustadalléen 21, N-0349 Oslo, Norway (“**Company**”), and the individual or entity accepting this Agreement (“**Reseller**”). By clicking the “Submit” button, Reseller agrees to be bound by the terms and conditions of this Agreement.

RECITALS

WHEREAS, Company wishes to establish a relationship with Reseller in which Reseller solicits orders for Products from Customers in the Territory, and purchases Products from Distributors, for resale to those Customers;

WHEREAS, Reseller accepts such appointment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions.

1.1 “Channel Partner Program” means the program established by Company for the promotion, sale and distribution of products by resellers, as modified from time to time, and as more fully described in the Channel Partner Program Guide.

1.2 “Channel Partner Program Guide” means the program guide describing the features, benefits and requirements of the Channel Partner Program as posted on the Partner Portal, as modified from time to time, upon thirty (30) days’ written notice.

1.3 “Confidential Information” means information disclosed by one party to the other party in the course of this Agreement that is marked or identified as, or if orally or visually disclosed, is described as confidential information at the time of disclosure and confirmed as such in writing within thirty (30) days thereafter. Confidential Information does not include information that is publicly available through no wrongful act of either party, rightfully received from a third party without obligation of confidentiality, rightfully known or received prior to disclosure, or independently developed without breach of any confidentiality agreement. Notwithstanding anything to the contrary herein, the software and any non-public information concerning the Products are the Confidential Information of Company.

1.4 “Customer” means any end user of the Products who purchases the Products for their internal/personal use and not for further resale.

1.5 “Distributor” means the authorized distributor(s) from whom Reseller acquires Products.

1.6 “Marks” means the trademarks, service marks, trade names and logos listed from time to time on the Partner Portal for use by Reseller in connection with the Channel Partner Program.

1.7 “Partner Portal” means the website maintained by Company through which authorized channel partners may access information and tools in connection with the Channel Partner Program.

1.8 “Products” means the equipment and components, the computer software programs (excluding source code) and product documentation, and the customer services, maintenance, training and warranty services available for resale or distribution by Reseller pursuant to the Channel Partner Program.

1.9 “Territory” means the country in which Reseller is headquartered unless specified otherwise in writing by Company.

2. Appointment and License Grants.

2.1. Company appoints Reseller as a non-exclusive reseller of Products, during the term of this Agreement, to acquire Products from Distributor and resell the Products directly to end-user customers in the Territory. Reseller may only sell Products to Customers for their own internal use. Reseller may only sell Products to Customers located in the Territory, provided that for any Customer headquartered within the Territory, Reseller may ship Products to the Customer’s locations outside of the Territory. Reseller acknowledges that Company may appoint other resellers to sell Products in the Territory.

2.2. Software and documentation constituting or included with Products are licensed, not sold. Subject to the terms of this Agreement, Company grants Reseller a non-exclusive, non-transferable license to distribute the software and documentation, only as originally packaged or included with Products, to end-user customers that are bound by the applicable end-user license agreement. All other uses are strictly forbidden. Reseller acknowledges that it shall not modify copy or reverse engineer the software.

2.3. Subject to the terms of this Agreement, Company grants Reseller the non-exclusive, non-transferable right to use the Marks for the sole purpose of marketing the Products for sale to end-user customers in the Territory. Reseller's specific usage must be approved in advance by Company and shall conform to Company's trademark usage guidelines in effect from time to time. The Marks are and shall remain the sole and exclusive property of Company, and all goodwill arising from the use of the Marks will inure solely to the benefit of Company.

2.4. Subject to the terms of this Agreement, Company grants Reseller the non-exclusive, non-transferable right to access and use the Partner Portal and the information included on the site for the limited purpose of participating in the Channel Partner Program. Reseller's use of the Partner Portal is subject to the terms of use provided on the site. Reseller shall limit access to only those employees reasonably requiring such access, and shall promptly notify Company of any change in their employment status. The information included in the Partner Portal, including program terms, discounts and incentives, technical data, marketing strategies, etc., shall be considered Confidential Information of Company.

3. Program Terms.

3.1. Additional terms and conditions applicable to Reseller's participation in the Channel Partner Program, including Reseller's designated partner level requirements, are set forth in the Channel Partner Program Guide, a copy of which has been reviewed by Reseller. Unless otherwise agreed by Company in writing, Reseller's initial participation level in the Channel Partner Program is the base, lowest participation level. Depending on the territorial region and corresponding partner levels, different entitlements and restrictions may apply to reseller. In order for Reseller to be eligible for any benefits or entitlements as identified therein, Reseller agrees to comply with the terms in the applicable Channel Partner Program Guide when participating in the Channel Partner Program. Company reserves the right to modify the Channel Partner Program Guide upon thirty (30) days' prior written notice. If Reseller fails to comply with any applicable requirements, including Reseller's designated partner level requirements, Company may change Reseller's partner level or may immediately terminate this Agreement. The Channel Partner Program Guide is posted on the Partner Portal.

3.2. Distributor shall determine the pricing for Products offered for sale to Reseller. Reseller shall determine, unilaterally and in its sole discretion, the pricing for products offered for resale to Customers. Reseller agrees to comply with Company's Minimum Advertising Pricing Policy attached hereto as Exhibit 1.

3.3. Reseller may be eligible for certain discounts and incentives as set forth in the Channel Partner Program Guide. The discounts and incentives are based on Company's published price list for the Territory. Company reserves the right to revise its published prices or change or discontinue the Products on its published price list upon thirty (30) days' prior notice. The published price list for Products is posted on the Partner Portal.

3.4. Reseller shall provide Distributor, at the time of purchase from Distributor, with the Customer information corresponding to such purchase including customer name, company name, address, phone number, and e-mail address.

4. Term and Termination. Except as otherwise provided, the initial term of this Agreement begins on the Effective Date and continues until terminated. Either party may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to the other party. If either party fails to perform any material provision of this Agreement, the other party may immediately terminate this Agreement if such failure is not cured within thirty (30) days after notice thereof. All licenses granted herein, including Reseller's rights to distribute and support Products, shall immediately terminate upon termination of the Agreement. Reseller agrees that it will not be damaged by termination of this Agreement in the manner permitted. Sections 4 through 9 shall survive termination of this Agreement.

5. Confidential Information. For five years from the date of disclosure, the recipient of Confidential Information agrees to: (a) protect the Confidential Information as it would protect its own information of like importance, but with not less than a reasonable degree of care; (b) use the Confidential Information only for the purposes stated in this Agreement; (c) disclose the Confidential Information only to employees with a need to know and to consultants with a need to know who are bound by a written agreement sufficient to enable the recipient to comply with this Agreement; and (d) not disclose the Confidential Information to third parties. If recipient attempts to use, disseminate, or dispose of Confidential Information in a manner contrary to the terms of this Agreement, due to the absence of an adequate remedy at law, the disclosing party may be irreparably injured and shall have the right to injunctive relief enjoining such acts or attempts without the necessity of obtaining a bond or other security therefore, in addition to any other remedy available at law. Should recipient be required to disclose Confidential Information by governmental or judicial order, recipient will give the disclosing party prompt written notice and will comply with any protective order that is imposed on such disclosure. Neither party warrants or guarantees the accuracy of any Confidential Information. Upon termination of this agreement and request of the disclosing party, the receiving party shall return to the disclosing party or destroy all Confidential Information of the other party in its possession or control.

6. Warranty Disclaimer. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS THROUGH THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Reseller is not authorized to make any warranties or representations on behalf of Company. The only warranties provided by Company with respect to Products are provided to Customers pursuant to the applicable end-user license agreements.

7. Limitation of Liability. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF DAMAGES COULD HAVE BEEN FORESEEN OR IF COMPANY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, COMPANY WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS PAID TO DISTRIBUTOR FOR PRODUCTS DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF DAMAGES AROSE.

8. Regulatory/Export Compliance. Reseller, at its own expense, will comply with all applicable laws, orders, and regulations of any governmental authority with jurisdiction over its activities in connection with this Agreement. Reseller will furnish to Company any information required to enable Company to comply with applicable laws and regulations related to the Products. Reseller shall not export or re-export the Products purchased under this Agreement in violation of any applicable laws or regulations including without limitation those of the United Nations, the United States of America, the European Union, Switzerland and /or the country in which Products were delivered to Reseller. Reseller agrees to be solely responsible for compliance with any laws, regulations, treaties and other requirements on export control. Additional information about end-users and/or completion of additional export control documents may be required and it is Reseller's responsibility to ensure it is aware of and complies with such information and documentation. Reseller acknowledges that it is aware of the provisions of the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq. ("FCPA") and that it will comply therewith. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to Company, violation of the FCPA shall be grounds for immediate termination of this Agreement without further liability on the part of Company.

9. Miscellaneous Provisions. All notices shall be given in writing via certified mail or reputable overnight courier or, in the case of notices to Reseller, notices may also be given via electronic mail at the e-mail address set forth in the partner registration application. Reseller may not assign or otherwise transfer this Agreement or any rights or obligations provided hereunder (including without limitation through a merger, consolidation, or reorganization) without the prior written consent of Company, such consent not to be unreasonably withheld. Company may assign this Agreement without the Reseller's consent to any affiliate or an entity that merges with or into Company or acquires all or substantially all of the business, assets or capital stock relating to this Agreement. The waiver or failure of either party to exercise any right provided herein will not be deemed a waiver of any further right under this Agreement. If any provision is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is

to that extent to be deemed omitted, and the remainder of the Agreement will be valid and enforceable to the maximum extent possible. The parties are independent contractors and this Agreement is not intended to be nor will it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship. Neither party may represent that it has the authority to assume or create an obligation on behalf of the other. Reseller shall not take any action or make any statement that may reasonably be expected to have any adverse effect on Company's business, reputation, trademarks, trade names, or goodwill. Reseller shall not issue any press releases or public announcements regarding this Agreement or the relationship of the parties without Company's prior written approval. This Agreement shall be governed by and construed under the laws of the state of California, without reference to conflicts of laws provisions thereof. Venue and jurisdiction will lie solely in Santa Clara County, California. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications or agreements relating to the subject matter herein, including any existing reseller agreement between Reseller and Company. Except as otherwise provided herein, this Agreement cannot be changed or modified except by written agreement signed by authorized representatives of both parties.

EXHIBIT 1

MAP Policy

To ensure the integrity of Company's product line and fair pricing amongst its resellers, Company has unilaterally enacted a policy that its resellers not advertise its products and services at a price lower than Company's minimum advertised price ("MAP") designated on Company's then-current pricing matrix available via the Partner Portal. Reseller agrees to consult with its Distributor(s) regarding its compliance with the MAP Policy. The MAP Policy applies to all advertisements of MAP Products in any and all media as well as Internet sites, social media and electronic media. Notwithstanding the MAP Policy but subject to Company's right to enforce it, resellers are free to make their own decisions to advertise and sell any Products at any price they choose. In its sole discretion, Company reserves the right to discontinue doing business with any reseller that advertises any Products covered by the MAP Policy at a price lower than the corresponding MAP. Company may, in its sole discretion, modify or discontinue the products and services covered by the MAP Policy from time to time.