



# Statement of Work (SOW)

## Essentials Deployment Services

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AvePoint, Inc.

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## Executive Summary

AvePoint Essentials Deployment leverages a rapid deployment approach to ensure that customers can deliver the services provided by AvePoint tools to their users as efficiently as possible.

AvePoint follows a proven methodology to accomplish the goals of our customers while preparing them for optimization of their M365 investment. Following project initiation, this engagement follows a three (3) phase methodology with enablement activities throughout.

The project is organized across the following phases:

- Phase 1: Design
- Phase 2: Deployment
- Phase 3: Enablement

Through the scope of this engagement, which will be described through the remaining sections of this document, the Customer will receive the following benefits:

- Leverage AvePoint Client Services (“ACS”) to complete platform baseline installation and configurations as defined in [Appendix A: Deployment Limitations](#).
- Leverage ACS in training for the Customer’s administrators.

## Contact Information

### AvePoint US Headquarters

AvePoint, Inc.  
525 Washington Blvd, Suite 1400  
Jersey City, NJ 07310

# Statement of Work

This Statement of Work (“SOW” or “Agreement”) is made pursuant to the terms and conditions listed herein and made effective upon the date of final signature recorded on the applicable Sales Quote by and between AvePoint, Inc. (“AvePoint”), a Delaware corporation, located at 525 Washington Blvd, Suite 1400, Jersey City, NJ 07310, and the customer listed in the applicable Sales Quote (“Customer”).

## Project Summary

The following sections describe the Essentials service methodology along with expected deliverables AvePoint will provide associated with each step. The deliverables below will be executed on the AvePoint Solutions defined per the Sales Quote.

Essentials Deployment Services are limited to baseline installation, configurations as defined in [Appendix A: Deployment Limitations](#), and administrator training.

The following table is a summary of project Phases, Milestones, and Deliverables.

ID	Deliverable
<b>Phase 1</b>	<b>Design</b>
M1.1	Use Case Design Workshops
D1.1.1	Use Case List
<b>Phase 2</b>	<b>Deployment</b>
2.1	Production Planning
D2.1.1	Production Planning Meeting
M2.2	Production Configuration & Documentation
D2.2.1	Completed deployment of use cases in Production
<b>Phase 3</b>	<b>Enablement</b>
M3.1	Training
D3.1.1	Completed Administrative Training
<b>Ongoing Engagement Activities</b>	
<b>Project Management Activities</b>	
Project logistics meetings	
Status Meetings	
Milestone Completion and Billing Invoices	
<b>Customer Enablement</b>	
Delivery of AvePoint Training Curriculum	
Project Documentation	

## Project Initiation

This SOW is a fixed price, deliverable-based contract. As such, AvePoint will not only provide Services and Deliverables as set forth in this SOW, but it will also be responsible for staffing the AvePoint project team and providing daily oversight and management of AvePoint Personnel.

AvePoint will supply a Project Coordinator to manage the scheduling, budget, status reporting, and documentation requirements of the engagement. Additionally, AvePoint will work with the Customer team to review and provide input to completed documents.

### **Milestone 1: Project Coordination and Kickoff**

Upon signature of the Sales Quote, AvePoint will enter the project into a resource staffing process defined under Project Scheduling in the forthcoming Scheduling and Staffing section of this SOW which includes a remote Project Coordination Meeting with the Customer team to discuss the initial project logistics. Topics for this meeting will include identifying the project start date and may include logistics, project success criteria, Customer's external schedule requirements or deadlines, and requirements for remote network access and security.

Following assignment of the official project start date, AvePoint will lead a subsequent and separate Project Kick-Off meeting with the Customer's primary stakeholders to ensure all expectations, activities, and goals are clear and agreed upon. During this kick-off, AvePoint will also review the vision and strategic goals for the project as defined throughout this SOW. This is a key prerequisite for design choices that will be made throughout the project and will accomplish the following:

- Provide the necessary background and context to any project team members who were not part of the project scoping;
- Clarify any ambiguity regarding roles and responsibilities of the team members;
- Confirm success criteria for the measurement of interim progress, in particular for the key milestones and deliverables of the project;
- Confirm priority of tasks for AvePoint staff;

Participation from the Customer project team will be defined during the Project Coordination Meeting and may include the Customer Project Manager, IT management, technologists and representative stakeholders from other parts of the organization where appropriate.

A preliminary project schedule will be created after the conclusion of the Project Kick-off Session. The project schedule will be based on the outputs of initial activities including Project Kick-off and stakeholder sessions and may be adjusted throughout the engagement by AvePoint in coordination with the Customer. This schedule will influence activities throughout the duration of the project, including meeting cadence, acceptance criteria for tasks, and timeline for milestone completion.

At the conclusion of this milestone, the following activities will be completed:

Activities
<b>Project Coordination Meeting</b>
<b>Project Kick-Off Session</b>
<b>Publication of Initial Project Schedule</b>

## Phase 1: Design

Groundwork is laid during the assessment phase to identify and engage stakeholders of the deployment to define the Customer's business needs and success criteria. The results of these exercises will be used to drive the deployment and enablement phases.

### Milestone 1.1: Use Case Design Workshop(s)

AvePoint will lead at least one and no more than two (2) workshops with Customer stakeholders, delivering industry-recognized best practices related to best practices in deployment of AvePoint Solutions. These one (1) hour workshops, delivered remotely, over a one-week period of time, will aim to fully understand the Customer's expectations for their AvePoint deployment based on use cases gathered prior to starting this engagement.

An AvePoint Solution shall be defined as a single AvePoint software application or subscription-based offering.

The topics to be covered during these workshops include:

- **Product Demonstration:** AvePoint engineers will provide a product demonstration to the project team, ensuring all associated project staff have an understanding of feature capabilities, best practices for successful deployment, and feature examples of use cases most frequently deployed by AvePoint customers of similar size and within similar industry.
- **Current State:** AvePoint will work with the Customer to document their current business processes and the technology they use to support them. The team will highlight what works well in the current state and the pain points that the stakeholders are experiencing and would like to address.
- **Customer Vision:** These workshops are aimed at identifying strategic business visions and available technology to support them around information management and governance. This means not only identifying the requirements of the organization, but also potential roadblocks within the current environment to understand how they affect the desired and overall vision.

AvePoint will meet with the Customer's core project team to conduct all workshops, typically 3-5 attendees. These workshops are open to any members of the Customer team that will provide requirements for deployment of the AvePoint Solution or administrate the AvePoint Solution.

At the conclusion of these workshops, AvePoint will provide the Customer with a summary including raw notes and a list of attendees. This summary will be used to create a list of business and technical use cases that maps the Customer requirements to the relevant AvePoint Solution functionality.

A use case shall be defined as a discrete AvePoint solution plan, profile, or service used to support a single action. Secondary configurations in support of developing these use cases would be supported where essential. Scenarios requiring numerous approval processes, policies, or AvePoint Online Services plans/profiles may be considered as individual use cases.

At the conclusion of this milestone, the following deliverables will be supplied:

ID	Deliverable
D1.1.1	Use Case List

## Phase 2: Deployment

Upon completion of the Design Phase, AvePoint will deploy the use cases identified in that phase with the limitations described in [Appendix A: Deployment Limitations](#).

### Milestone 2.1: Production Planning

AvePoint will facilitate a production planning meeting in which it will guide the Customer in creating a go-live plan which will include:

- Steps to validate readiness of production environment, key services, accounts, and resources
- Recommended steps for testing configured use cases in production
- Communications strategies of new features for end-users
- Guidance on tenant, network, and infrastructure requirements

This plan will be completed by and implemented by the Customer, who must validate readiness of the infrastructure and end-users prior to the start of the subsequent Milestone.

At the conclusion of this milestone, the following deliverables will be supplied:

ID	Deliverable
D2.1.1	Production Planning Meeting

### Milestone 2.2: Production Configuration and Documentation

AvePoint will configure the fully validated use cases defined during the Design Phase.

Throughout the engagement, AvePoint will document the details of the implementation, including, but not limited to system settings configuration, sample plan and/or use case configuration, etc. This documentation will be compiled and formalized into a deliverable build document which will be delivered to the Customer within five (5) business days of the conclusion of the engagement.

At the conclusion of this milestone, the following deliverables will be supplied:

ID	Deliverable
D2.2.1	Completed deployment of use cases in Production

### Phase 3: Enablement

Throughout this engagement, AvePoint will ensure Customer success by providing various training and documentation services.

#### Milestone 3.1: Administrator Training

AvePoint has developed a structured and modular training program to cover key aspects of the AvePoint software stack and aimed at a technical (administrator level) audience. The training consists of up to two (2) training sessions for up to two (2) hours each, focused on training the administrator using the following guidelines: a review of the platform inclusive of architectural considerations, key platform settings, and a detailed walkthrough of relevant modules as per the Customer’s requirements and licensed software. Each session may contain up to ten (10) attendees. Depending on the needs of the Customer, one (1) of the two (2) trainings may be allocated to training business stakeholders. The expressed purpose of stakeholder training would be educating said stakeholders on how AvePoint’s Solutions may be leveraged by end users. Often, these activities are a catalyst for independent business user trainings facilitated by the Customer, independent of AvePoint.

Training curriculum topics may include:

- A full review of the AvePoint system architecture software components
- Detailed review of the recommended system requirements for the AvePoint Solution(s)
- System settings overview for functional operation
- Review of the feature highlights at a modular level for the licensed AvePoint Solution(s)
- Plan configuration and settings details to educate on how to configure the Solution(s) for desired results / use cases
- Lab exercises based on AvePoint defined use cases derived from other similar client experiences

ID	Deliverable
D3.1.1	Completed Administrative Training



## Project Management

Project Management is a service provided by AvePoint through all three phases of the deployment via the Service Engineer. The AvePoint Service Engineer works together with the Customer to ensure a successful deployment. While each milestone may have specific Project Management activities, described below are activities that will be performed throughout the engagement.

### Communications

The AvePoint Service Engineer is responsible for facilitating communication with all project staff and the Customer's team inclusive of tracking progress, and potential deviations. Status meetings will be set by the AvePoint Service Engineer at an appropriate cadence. The meetings will align with the project phases to provide the correct visibility during specific activities in the deployment. As tasks are completed, notifications will be issued through traditional channels such as e-mails, status reports, and completion letters.

### Escalation and Risk Management

The Service Engineer will be responsible for continually evaluating relevancy to current project activities and identify any potential risks in relation to schedule, resource availability, or task feasibility. As these risks are identified, the Service Engineer is accountable for communicating potential impediments as well as mitigation recommendations, where applicable, to parties both at the Customer and at AvePoint. Changes to project timeline and task priority will be at the Service Engineer's discretion.

### Change Management

Changes to project deliverables, execution conditions, or target environments may require change control. The Service Engineer will assess the need for changes to project structure and communicate them to parties involved. Depending on the terms of the change(s), the Service Engineer will author any supplementary agreements such as Change Requests.

## Scheduling and Staffing

### Project Scheduling

AvePoint does not commit scheduling resources for service delivery until the relevant Sales Quote is executed with the Customer. Upon approval and signature of the Sales Quote, an AvePoint representative will contact the Customer within five (5) business days to schedule the Project Coordination Meeting previously mentioned in Phase 1, and work with the Customer on scheduling and resource assignment for the services engagement described herein. AvePoint expects to begin work on the services engagement within two (2) to four (4) weeks after the Project Coordination Meeting.

This project will be delivered remotely.

## Project Staffing

The tactical aspects of the service engagement will be conducted by a Service Engineer. These resources will be involved for the entire duration of the service engagement. All other resources will be engaged and participate in specific service engagement activities as required.

- **Service Engineer:** The Service Engineer (“SE”) will be assigned to the project as an expert of AvePoint’s suite of products. The SE will be responsible for training and implementation of the Solutions needed to make this deployment of AvePoint software a success. Responsibilities include: installation and configuration of AvePoint Solutions, testing and validation of use cases, training delivery, and creation of all documentation.
- **Project Coordinator:** AvePoint will supply a Project Coordinator to manage the scheduling, budget, status reporting, and documentation requirements of the engagement.

## Assumptions

The scope of work and cost estimates for this engagement are based on a series of assumptions listed in the table below. If any of these assumptions prove to be incorrect, the efforts and costs of this engagement may be affected and warrant a Change Request.

### General Assumptions

Assumption	Assumption Descriptions
<b>Resource Allocation</b>	AvePoint does not allocate resources to projects without a signed Sales Quote. Upon receipt of the signed Sales Quote, AvePoint will begin assigning resources to the roles described under Project Scheduling in the forthcoming Scheduling and Staffing section of this SOW within five (5) business days.
<b>Services Scope</b>	The services listed herein are specific to AvePoint products and other platforms specifically named within scope definition of this SOW. This statement of work does not cover any activities associated with any other software stack or solutions outside of defined scope.
<b>Delivery Location</b>	This project will be delivered remotely. Though travel for any phase can be coordinated as required, this entire project is anticipated to occur in a remote capacity.
<b>Project Cadence</b>	If work stoppages (in excess of 2 weeks) are introduced by Customer outside of agreed upon outage windows (documented prior to the start of project), AvePoint reserves the right to suspend work activities and reconstitute the team with alternate resources. To the extent that work

	activities preclude AvePoint from performing tasks during the Services, AvePoint reserves the right to issue a project re-initiation / reconstitution charge not to exceed \$1,000.00.
<b>Minimizing Delays</b>	Ensure the timely progression of the engagement and reduction in any Unforeseen Delays (defined in Terms and Conditions), including communication of implementation schedule with internal team.
<b>Status Reporting</b>	AvePoint will meet with Customer to review and discuss project status on a bi-weekly basis unless a more frequent cadence is agreed upon during Project Initiation.
<b>Acceptable Software Practices</b>	Platform(s) pursuant to the engagement such as Microsoft, Google, AvePoint, or others, are implemented by Customer according to manufacturer's best practices. Remediations of any discovered deviations from manufacturer's best practices that cause project interruption or complication are out of scope and will necessitate a Change Request.

## Project Assumptions

Assumption	Assumption Descriptions
<b>Remote Access</b>	AvePoint may leverage globally distributed resources for some or all portions of the service Project. Those resources will require remote access to the Customer's environment as needed. Customer will provide remote connectivity services to AvePoint prior to the start of the Project.
<b>Customer Technologist</b>	Customer will assign an experienced technologist with administrator level expertise and authority in all Customer platforms within scope who will be responsible for supporting the overall engagement, setting configuration parameters necessary to support project work, participating in status reporting, managing and mitigating any issues with Customer platforms within scope, clearing roadblocks, and facilitating execution of the engagement.
<b>AvePoint Software Customization</b>	This engagement is designed to be completed with the native and out of the box product features and functionality. Any requests by the Customer that cannot be achieved utilizing the native product capability will require the submission of Feature Requests and are out of scope for this engagement.
<b>Custom Scripts / Actions</b>	Any deployment activities within scope will exclude alterations to sample scripts or supplementary code for Custom Actions or Script Profiles. Scripting and development efforts invoking a Management Shell or Source Development Kit will require a Change Request agreed upon by both parties.

<p><b>AvePoint Software Troubleshooting</b></p>	<p>Provision service accounts necessary for the AvePoint Solutions to function. Details for the service account requirements are located in the AvePoint user guide documentation located at <a href="http://www.avepoint.com/resources/user-guides/">http://www.avepoint.com/resources/user-guides/</a> or can be provided upon request.</p> <p>Should any AvePoint Solution issues arise during the use case execution (specifically plan exceptions or errors), the assigned AvePoint Technical Lead and Engineer resources will conduct some light troubleshooting in an effort to help address the issue. This may include verifying AvePoint Solution settings and the state of specific AvePoint Solution services. If the issue cannot be resolved through the aforementioned steps or the issue requires a hotfix, the Customer will be directed to AvePoint's support team to finalize any required resolutions.</p>
<p><b>Platform installation</b></p>	<p>Excluding installation or configuration of AvePoint Tools necessary to perform this project, installation or configuration of Microsoft 365 services or supporting software layer is out of scope for this engagement</p>

### Customer Responsibilities

Below is a chart of expected roles and responsibilities from the Customer project team, which are in addition to efforts by AvePoint during the engagement. While AvePoint has found that with each customer responsibilities and accountability may shift from one role to another, this chart is intended to provide a general idea of what Customer stakeholders can expect throughout the engagement including key decisions and activity participation.

Role	Responsibilities
Who is Responsible (R)	The responsible role is the person assigned to do the work.
Who is Accountable (A)	The accountable role is the person who makes the final decision and has ownership.
Who is Consulted (C)	The consulted person must be consulted before a decision or action is taken.
Who is Informed (I)	The informed person must be told that a decision has been taken.

	Cust. PM	IT	Business	Leadership	End Users
<b>Milestones &amp; Related Decisions</b>					
Project Kick-off	R	I	I	A	
Decision: Project Schedule Approval	R	C	C	A	
Decision: Define Success Criteria	R	C	C	A	

Decision: Define Project Stakeholders	R	C	C	A	
Stakeholder Engagement	R	C	C	C	C
Decision: Use Case Definition/Prioritization	I	R	C	A	
Base Solution(s) Configuration	I	R			
Production Use Case Configuration	I	R	I	A	I
Decision: Go Live	R	I	I	A	I
Completion	R	C	C	A	
<b>Project Management (NOTE: Additionally, AvePoint is Responsible (R) for each of the following)</b>					
Risk Mitigation	A	C	C	C	
Escalations	A	C	C	C	

<b>Customer Enablement (NOTE: Additionally, AvePoint is Responsible (R) for each of the following)</b>					
Training	I	I	A	I	I
Documentation	I	A	I		
Decision: Knowledge Transfer Signoff	R	C	C	A	

Role	Responsibilities
Customer Project Manager	The Customer Project Manager is responsible for ensuring all Customer requirements are planned and executed in a manner that will meet the implementation goals for the project. The Customer Project Manager will serve as a liaison between the implementation team and appropriate stakeholders within the organization. A key function of the Customer Project Manager is to manage the availability of stakeholders in the Customer organization.
IT Management / Technical Resources	These team members should have a high-level understanding of the technology implemented in the organization.
Representative Stakeholders	These business users should actively work in the current content management system. They should have a deep understanding of their department and the tools their colleagues require to work efficiently. Stakeholders should be from across technical and non-technical portions of the Customer's organization but should not include SharePoint managers and developers.
Leadership	CXO or Director level individuals with a well-developed understanding of the business vision. Leadership should be included from technical and non-technical portions of the Customer's organization.
End Users	These are representatives of the end user community who will be impacted by the results of the engagement.

## Project Warranty

If Customer has purchased Services from AvePoint pursuant to a relevant Master Service Agreement, Customer shall be entitled to the Warranties set forth therein.

To the extent Customer has not purchased Services from AvePoint pursuant to a relevant Master Service Agreement, Customer shall be entitled to the Warranties offered under the terms of the AvePoint Master Service Agreement as published at <https://www.avepoint.com/agreements/services> as amended by AvePoint from time to time.

## Project Closure

The work under this SOW, including all deliverables, shall be deemed completed by AvePoint immediately after the final deliverable described in this SOW has been provided to the Customer. Promptly after such completion, AvePoint shall send to Customer a project closure notice informing the Customer that the work under this SOW is deemed complete by AvePoint. The parties hereto agree that if Customer fails to contact AvePoint in writing and explicitly set forth its objection to applicable deliverables or work performed under the SOW within five (5) business days from its receipt of the project closure notice, then the work under this SOW shall be deemed accepted by Customer. Accordingly, all current or outstanding payment obligations hereunder are immediately due and payable by Customer to AvePoint. Completion of the foregoing process indicates that AvePoint has fulfilled all of its tasks and obligations outlined in this SOW. AvePoint reserves the right to submit its final invoice to Customer upon SOW closure.

## Terms & Conditions

In the event Customer and the AvePoint entity issuing this SOW ("AvePoint") have executed in writing a Master Service Agreement or similar framework, or individual agreement governing the purchase and use of the services listed in this SOW ("Governing Agreement"), such Governing Agreement shall exclusively apply to the agreed extent.

To the extent that no Governing Agreement applies, all services purchased hereunder are offered only under the terms of the AvePoint Master Service Agreement as published at <https://www.avepoint.com/agreements/services> as amended by AvePoint from time to time.

Under no circumstances will Customer's terms (e.g., as contained or referenced in a purchase order) modify the existing service terms or provide additional terms or conditions.

## Appendix A: Deployment Limitations

AvePoint will execute this Essentials Deployment Service for all products agreed upon by both parties in the Sales Quote with the following guidelines and limitations.

### Cloud Backup

Activities:

- Implementation of AOS Tenant configurations and connections to M365, Azure or other backup locations.
- Baseline configuration of AvePoint tools.
- Initiate backup process for the defined scope.
- Basic unit testing for restore (if needed).

Activities that will not be performed within scope of this SOW include but are not limited to:

- Backup scope is limited to that which can be initiated, fully backed up, and reviewed within a period of 1 week. AvePoint will assist the Customer to initiate the additional backup scope before disengaging.

### Insights

Activities:

- Implementation of AOS Tenant configurations and connections to M365.
- Baseline configuration of AvePoint tools.
- Basic unit testing to confirm that reports and data are available.

Activities that will not be performed within scope of this SOW include but are not limited to:

- Customization of reporting features.

### Entrust

Activities:

- Implementation of AOS Tenant configurations and connections to M365.
- Baseline configuration of AvePoint tools.
- Configuration of up to five (5) discrete use cases, native to Entrust including:
  - Configuration of a Tenant level permission group for management and reporting.
  - Up to three (3) permissions groups for managing/administering supported M365 applications.
  - Up to three (3) permissions groups for reporting on supported M365 applications.
  - Configuration of up to two (2) workflows.

- Build out of up to two (2) email templates to be used in workflows.
- Review and basic unit testing of use case functionality.

Activities that will not be performed within scope of this SOW include but are not limited to:

- Any use cases that are not native or “out of the box” for AvePoint Entrust.
- Any use cases that require multiple configurations, or other complex configuration.

## Policies

Activities:

- Implementation of AOS Tenant configurations and connections to M365.
- Baseline configuration of AvePoint tools.
- Configuration of up to five (5) Rules, native to Policies including:
  - Configuration of a Teams policy controlling Membership Restriction.
  - Configuration of a M365 Group policy controlling Ownership Enforcement.
  - Configuration of a SharePoint policy controlling Site Ownership Restriction.
  - Configuration of a OneDrive policy controlling Direct Sharing Prevention.
  - Configuration of a Tenant level policy controlling Groups/Teams Deletion Restriction.
- Review and basic unit testing of use case functionality.

Activities that will not be performed within scope of this SOW include but are not limited to:

- Any use cases that are not native or “out of the box” for AvePoint Policies.
- Any use cases that require multiple configurations for Mappings and Rules, or other complex configuration.

## Cloud Archiver

Activities:

- Implementation of AOS Tenant configurations and connections to M365.
- Baseline configuration of AvePoint tools.
- Configuration of up to three (3) Rules, native to Archiver including:
  - Rule for document archiving based on last accessed time to default storage.
  - Rule for document versions archiving them to default storage.
  - Rule for a site level archiving profile to archive an entire site based on last modified time.
- Complete a crawl and archival for a scope not to exceed 100GB of content.
- Review and basic unit testing of use case functionality.

Activities that will not be performed within scope of this SOW include but are not limited to:



- Any use cases that are not native or “out of the box” for Cloud Archiver.
- Any use cases that require multiple configurations for Mappings and Rules, or other complex configuration.

## Fly

### Activities:

- Implementation of AOS Tenant configurations and connections to M365.
- Baseline configuration of AvePoint tools.
- Basic unit testing to confirm that the source and destination are connected, mappings and filters are available and functional.

Activities that will not be performed within scope of this SOW include but are not limited to:

- Migration of data between source and destination.
- Conducting a pilot migration.

## tyGraph

### Activities:

- Implementation of AOS/tyGraph Tenant configurations and connections to M365.
- Configuration of natively supported connections to data sources in scope for the deployment.
- Basic unit testing to confirm that the source and destination are connected, reports and dashboards are available and functional.

Activities that will not be performed within scope of this SOW include but are not limited to:

- Deployment of a customer-hosted tyGraph solution.
- Any use cases that are not native or “out of the box” for tyGraph.
- Any use cases that require multiple parameters configuration, or other complex configuration.

## All other Tools / Platforms

### Activities:

- Implementation of AOS Tenant configuration and connections to M365.
- Baseline configuration of AvePoint tools.
- Basic unit testing (if needed)

Activities that will not be performed within scope of this SOW include but are not limited to:

- Any configuration of customer-defined use cases.
- Customization of the AvePoint or Microsoft platforms.