Statement of Work (SOW)

Essentials Quick Start

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Contact Information

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This Statement of Work ("SOW" or the "Agreement") is made pursuant under the terms and conditions listed herein and made effective upon execution of applicable Sales Quote by and between AvePoint, Inc. ("AvePoint"), a Delaware corporation, located at 525 Washington Blvd, Suite 1400, Jersey City, NJ 07310, and Customer listed in applicable Sales Quote ("Customer"). AvePoint reserves the right to cancel this SOW if not executed within two (2) weeks of transmittal to the Customer.

Scope of Services

The following sections describe steps of the Quick Start service methodology along with expected deliverables AvePoint will provide associated with each step. The deliverables below will be executed on the following AvePoint solutions licensed by the customer:

- Per Sales Quote

AvePoint will provide each deliverable [D] and perform the activities detailed in each milestone [M].

- M1: Kick-Off Session

- M2: AvePoint Solution Deployment

- M3: AvePoint Solution Configuration

- M4: Business Use Case Configuration and Execution

- M5: AvePoint Software Training

- M6: Build Documentation

M1: Kick-Off Session

AvePoint will facilitate a kick-off session (up to thirty (30) minutes in duration) to review the standard AvePoint product features and any potential dependencies on secondary products.

M1 Activities

Upon signature of the SOW, AvePoint will meet remotely with the Customer team to discuss the initial project logistics. Topics for this meeting may include kick-off logistics, project success criteria, the Customer's external schedule requirements or deadlines, and requirements for virtual

private network ("VPN") connections, access, and security. During the meeting, an official project start date will also be defined.

Project kick-off is to occur no later than one (1) week after the set project start date. Updates to project kick-off session timeline or subsequent project activities may be subject to AvePoint's Change Control process.

Following assignment of the official project start date, the AvePoint Engineer will lead the 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 the signed 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, specifically the key milestones and deliverables of the project;
- Confirm priority of tasks for AvePoint Service Engineer;

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

The AvePoint Engineer will review the standard AvePoint solution features and any potential dependencies on secondary solutions (e.g. Governance Automation dependency on DocAve, SharePoint, SQL, etc.). An AvePoint solution shall be defined as a single AvePoint software application or subscription-based offering. The scope of the kick-off will cover the following key points:

- Understanding the technical architecture where the AvePoint solutions will be installed
- Discussion of the business and/or technical objectives that drove the purchase of solutions
- AvePoint's selection of business and technical use cases for AvePoint solutions that will be configured and executed during this engagement (often derived from "Standard Use Cases" Appendix below)

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. As a practical example, a Cloud Governance Service use case may result in the creation of a single supporting Approval Process and Policy. For Cloud Governance, these secondary configurations may also extend to related functions of Cloud Management or Cloud Archival. Scenarios requiring numerous Approval Processes, Policies, or AvePoint Online Services plans/profiles may be considered as individual use cases.

M1 Deliverables

- D1: List of business five (5) use cases (to be executed on objects up to 1 GB in size)

M2: AvePoint Solution Deployment

The AvePoint engineer will install and/or configure all necessary product components in accordance to AvePoint best practices for the software solution included in the Product Quick Start Service purchased by the customer.

M2 Activities

AvePoint will deploy pertinent AvePoint solutions in up to two (2) environments. AvePoint solutions, as determined by the purchase of the Product Quick Start Service, can include DocAve, Governance Automation, Compliance Guardian, and/or other AvePoint software applications and their components.

M2 Deliverables

The deliverable will be determined by the Customer's environment configuration (e.g. Office 365 tenant(s) or SharePoint farm(s)). The following lists the different options available.

- D2: For On-Premise Only - Two environments include two SharePoint on-premises farms (ex. QA Farm and Production Farm).

- D2: For Online only - Two environments include Office 365 tenant connections

- D2: For Hybrid only – Two environments include one SharePoint On-Premises Farm and one Office 365 tenant connection.

M3: AvePoint Solution Configuration

AvePoint Solution Configuration includes configurations for Operational Readiness as well as configurations for Basic Unit Tests.

M3 Activities

AvePoint Solution Configurations have been broken down into Operational Readiness and Basic Unit Tests.

Operational Readiness Configurations

The AvePoint engineer will configure the AvePoint software solutions purchased by the customer for functional readiness. These configurations include:

- Control Panel settings including but not limited to Account Manager, Authentication Management, and Service Account configuration.

- System configuration includes Agent Groups, Plan groups, storage policies, log management, etc.

- Configuration of application settings and deployment of necessary AvePoint product solutions or Office 365 Apps for specific product functionality.

Basic Unit Testing

In addition to system configurations of the AvePoint software, the engineer will conduct testing to qualify that the operational readiness configurations are functional. These tests will be conducted as per the basic unit tests defined in M1.

M3 Deliverables

- D3: Completion of operational readiness software configurations
- D4: Execution of basic unit tests

M4: Business Use Case Configuration and Execution

During this phase of the Quick Start, an AvePoint engineer will configure and execute the business use cases that were defined during M1. Uses cases shall only apply to a single object (i.e. a site, list, file share location) not to exceed one (1) GB in size. Upon completing use case execution, the engineer will review the results with the customer and make modifications for up to one (1) iteration per use case defined to showcase to the customer how to obtain desired results from the software.

Should any software issues arise during the use case execution (specifically plan exceptions or errors), the AvePoint engineer on the engagement will conduct some light troubleshooting in an effort to help address the issue. This may be inclusive of 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 aligned with AvePoint support from that point forward to finalize any required resolutions.

NOTE: Expected results are in accordance to the AvePoint documentation for the software. Any use cases that are not considered to be native functionality of the software are deemed out of scope for this engagement.

M4 Activities

Business Use Cases

The AvePoint engineer will configure and execute the five (5) business use cases defined in the Kick-Off session of this project with the customer.

M4 Deliverables

- D5: Configuration and execution of five (5) business use cases

M5: AvePoint Software 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.

M5 Activities

The training consists of an overall introduction to the platform along with an overview of the installation, general platform settings, and a detailed walkthrough of relevant modules as per the Customer's licensed software defined in the Sales Quote. Training curriculum topics include:

- A full review of the AvePoint system architecture software components
- Detailed discussion of the recommended system requirements for the AvePoint software
- General system settings overview for functional operation
- Review of the feature highlights at the modular level for the licensed AvePoint software assets
- Plan configuration and settings details to educate on how to configure the software for Customer's requirements defined in the kick-off
- Module lab exercise based on the five (5) business use cases configured by AvePoint. This exercise may also cover scenarios derived from other similar client experiences.

M5 Deliverables

- D6: Completed training curriculum on the licensed software modules

M6: Build Documentation

Throughout the course of the engagement, the AvePoint engineer conducting the services will keep details about the implementation including, but not limited to: solution architecture and supporting infrastructure, system settings configuration, sample plans and/or use cases configured.

M6 Activities

The AvePoint engineer will be documenting settings and configurations throughout the engagement to include into a standard Product Quick Start Build Document.

M6 Deliverables

- D7: Build document with customer environment details captured throughout the engagement.

Deliverables Summary

The following table is a summary of the above listed deliverables for each milestone provided for convenience.

Ref#	Milestone Name	Timeline*
M1	Kick-Off Session	Week 1
D1	List of five (5) business use cases	
M2	AvePoint Solution Deployment	Week 1
D2	AvePoint solution deployment in up to two (2) environments	
M3	AvePoint Solution Configuration	Week 1-2
D3	Operational Readiness Configuration	
D4	Execution of basic unit tests	
M4	Business Use Case Configuration and Execution	Week 2-3
D5	Configuration and execution off five (5) business use cases	
M5	AvePoint Software Training	Week 3
D6	AvePoint Software Training	
M6	Build Documentation	Week 3
D7	Build Document	

*Timeline estimates may not reflect actual project timelines.

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 Order.

General 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 Order.

Assumption	Assumption Description
Remote Access	AvePoint may leverage globally distributed resources for some or all portions of the service engagement. Those resources will require remote access to the customer's environment as needed. As such the assigned engineer will require VPN access to the customer's environment to perform activities as described in this SOW.
AvePoint Software Customization	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 a New Feature Requests and are out of scope for this engagement.
Custom Scripts / Actions	Quick Start activities 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 Order agreed upon by both parties.
Services Scope	The services listed herein are specific to the AvePoint product portfolio. This statement of work does not cover any activities associated with any other software stack or solutions.
Use Case Exceptions	AvePoint's product modules for High Availability and SQL Data Management shall not be the subject of a use case unless otherwise specified in this Statement of Work. Inclusion of configuration activities for these modules will be handled by AvePoint on a case by case basis and may require a Change Request. Depending on the nature of the change, additional charges may be introduced.
Resource Allocation	An AvePoint Engineer shall be assigned for a period not to exceed twenty (20) business days per AvePoint solution. Milestone activities executed for each AvePoint solution must be completed within a twenty (20) day period, unless otherwise specified by AvePoint, or documented and agreed upon in advance via AvePoint's Change Control process.
Project Cadence	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 project, AvePoint reserves the right to issue a project re-initiation / reconstitution charge up to a maximum of $4,000.00.
AvePoint Software Prerequisites	AvePoint software requires prerequisites to be installed on servers where the AvePoint software will reside. It is the responsibility of the customer to ensure that the prerequisites are in place and prepared prior to the start of the engagement.
AvePoint Software Troubleshooting	In an effort to maintain steady progress on the service engagement, the assigned AvePoint engineer will not troubleshoot any issues associated with use case execution that may arise during the course of the engagement. Any technical issues that may come up during this phase will be routed to the AvePoint support organization for further troubleshooting and processing.
Quick Start Business Use Cases	Any test cases that will be executed during the course of this engagement are limited to those described in the "Scope of Services" section of this statement of work. Any need for additional test cases can be considered via a change order.
Custom Scripts / Actions	Deployment activities 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.

Customer Responsibilities

In order for this engagement to run in accordance to the project plan the following action items must be completed by the Customer. Failure to do so may prolong or postpone the engagement.

Prior to the start of the engagement
- Unless otherwise noted, establish remote level remote access for AvePoint assigned employees.
- Assign a Sponsor, responsible for sponsoring the overall engagement, setting expectations, participating in status reporting, managing issues, clearing roadblocks and facilitating execution of the engagement.
- Provide a necessary infrastructure (if this engagement is for an on-premises implementation) that meets the base requirements for the licensed AvePoint software. Details for hardware minimum requirements are located in the AvePoint user guide documentation located at http://www.avepoint.com/resources/user-guides/ or can be provided upon request.
- Provision service accounts necessary for the AvePoint software to function. Details for the service account requirements are located in the AvePoint user guide documentation located at http://www.avepoint.com/resources/user-guides/ or can be provided upon request.
- Complete any necessary network configurations on infrastructure required to run the AvePoint software solutions on-premises or in the cloud.
- Ensure communication is established between servers hosting the AvePoint software components. Details for TCP/IP port requirements are located in the AvePoint user guide documentation located at http://www.avepoint.com/resources/user-guides/ or can be provided upon request. If the customer cannot use the default ports as outlined in the documentation, then appropriate ports must be assigned and opened for communication
- Download the AvePoint software installation packages prior to the start of the engagement to not delay the project timeline.

During the course of the engagement
- Ensure the timely progression of the engagement and reduction in any Unforeseen Delays (defined in Terms and Conditions).
- Communication of implementation schedule with internal team.

Scheduling and Staffing

Project Scheduling
AvePoint does not commit scheduling resources for service delivery until a Sales Quote is executed with the Customer. Upon approval and signature of this Sales Quote an AvePoint Service Coordinator will contact the Customer within five (5) business days to schedule a logistics meeting, 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 of the logistics meeting.

Project Staffing

The service engagement will be led by an AvePoint Service Engineer. This resource 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.

Assumption	Assumption Description
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: - **Install and Configure AvePoint Products**: Deliver the implementation of the AvePoint product suite as described in the proposal and conduct validation testing. - **Training and Documentation**: Document the implementation of the AvePoint products, provide training to the Customer on products.

Travel Policy

Customer is responsible for all reasonable travel related expenses pertaining to this project. The following information pertains to those travel provisions, including flights home, surface transportation, per diems, rental cars and lodging:

- In the event that AvePoint resources are not available locally, Customer shall also be responsible for all reasonable travel related expenses pertaining to this engagement. Specifically, Customer shall reimburse AvePoint for each AvePoint resource's weekly flights home, surface transportation, food and lodging.

- Flights to a consultant's home are allowed weekly. Flights are typically arranged with refundable tickets that are generally higher in price, but allow for schedule flexibility. When non-refundable tickets are secured at Client's request and schedule changes occur, any cancelled flights are charged to the project. Parking fees at the airport are also charged to the project. Flights shall be economy class.

- Consultants are allowed to use public or private transportation to and from airports using taxis, shuttles, public systems, etc. Expenses incurred are charged to the project. Mileage for in-town projects is charged per IRS mileage guidance in effect at the time of the project delivery.

- Per diems are charged according to the meals and incidental expense rates published in IRS Publication 1542. Per Diem rates in this publication vary by locality but generally range from $35USD to $50USD per day. One day is defined as one consulting resource on-site for one workday.

- Lodging is secured at corporate rates whenever possible. Quality of the facility must be at a level required to conduct business on the road. This typically includes facilities for laundry, dry cleaning, dining and in-room internet connectivity. Hotel rates vary by locality but generally range from $150USD to $200USD per night. Lodging expenses charged to the project include room and room tax only.

Project Warranty

With regard to the deliverables provided herein, no general warranty or warranty period shall apply.

Project Closure

The work under this SOW shall be deemed completed, with all deliverables provided, by AvePoint not more than ten (10) business days after the final deliverable described in this SOW has been provided to the Customer. Should Customer fail to contact AvePoint within the ten (10) business days after delivery of the final deliverable hereunder, the work under this SOW shall be deemed completed by AvePoint and accepted in full by Customer. Closure hereof shall indicate 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.

Appendix: Standard Use Cases

By definition, a use case can represent an AvePoint solution plan, profile, or service used to support a single action. A use case may also include secondary configurations, as may be required to complete the aforementioned action. Below is a listing of common use cases configured in some of AvePoint solutions.

Solution	Module	Use Case
DocAve	**Administrator**	
DocAve	Policy Enforcer	Configure up to 3 OTB Rules on 1 SharePoint Site. Verify functionality.
DocAve	Security Search	Perform up 3 security search scans within one site collection (<5GB of Content) leveraging Out of the Box Scans.
DocAve	Admin Search	Perform up to 3 Admin Scans within one site collection (<5GB of Content) leveraging Out of The Box Scans
DocAve	Deactivated Account Cleaner	Perform 1 Deactivated Account Scan on one Site Collection (<5GB of Content).
DocAve	Permissions Management	Perform up to 5 actions within 1 environment involving the following; Granting, Cloning, or Removal of Permissions.
DocAve	**Archiver**	
DocAve	Content Archival & Restore	Configure & execute plan on any SharePoint scope limited to 1GB of content. Restore content.
DocAve	End User Archival	Configure End-User Archival tool. Configure & execute plan on any SharePoint scope limited to 1GB of content. Restore content.
DocAve	**Content Manager**	
DocAve	Content Copy	Copy up to 1GB of Content from one container to another.
DocAve	Permissions Copy	Copy permissions from one container to another.
DocAve	Content Move	Move up to 1GB of Content from one container to another.
DocAve	**Deployment Manager**	

DocAve	Site Collection Deployment	Deploy design elements, such as branding, and/or solutions between two Site Collections - Up to 6 supported elements (solutions, templates, etc.)
DocAve	**Data Protection**	
DocAve	Granular SharePoint Backup	Configure Physical & Logical Device. Then backup up to 5 GB of Content.
DocAve	Granular SharePoint Restore	Restore backed up content up to 5GB of Content.
DocAve	Exchange Online Backup (AOS Only)	Configure Physical & Logical Device. Then backup up to 5 GB of Content.
DocAve	Exchange Online Restore (AOS Only)	Restore backed up content up to 5GB of Content.
DocAve	**Migrator**	
DocAve	Site Collection Migration	Copy Site Collection data from source environment to target environment. Verify sub-site structure, lists/library integrity, permissions and supported custom elements - Up to a 3GB Site Collection
DocAve	List Migration	Migrate One list from a source to destination. Up to 1 GB.
DocAve	**Report Center**	
DocAve	Administrator Reporting	Configure Report DB. Generate up to 3 out of the box Administrator Reports. 1GB of Content.
DocAve	Compliance Reporting	Configure Report DB and enable SP Auditing. Generate up to 3 out of the box Compliance Reports. 1GB of Content.
DocAve	DocAve Reporting	Configure Report DB. Generate up to 1 out of the box DocAve Reports.
DocAve	**Replicator**	
DocAve	Scheduled Container Sync	Configure Replicator to sync two containers that have <3GB of Content.
DocAve	Realtime Container Sync	Configure Replicator to sync two containers that have <3GB of Content.
DocAve	**Storage Manager**	
DocAve	Document Library Externalization	Configure RBS within the DocAve platform. Externalize 1 SharePoint document library up to 3 GB of content.

DocAve	Site Externalization	Configure RBS within the DocAve platform. Externalize 1 SharePoint site up to 3 GB of content.
Governance Automation	**Provisioning**	
Governance Automation	Site Provisioning	Configure a Site provisioning Service and successfully execute one site deployment.
Governance Automation	List Provisioning	Configure a List provisioning Services and successfully execute one list deployment.
Governance Automation	**Permissions Management**	
Governance Automation	Permissions Request	Configure a permissions request services and successfully execute.
Governance Automation	**Classification with Metadata**	
Governance Automation	Metadata Update Request	Configure one metadata request update services and successfully execute.
Compliance Guardian	**Scanning & Reporting**	
Compliance Guardian	Test Suite Configuration	Modify an out of the box Test Suite and create up to 3 new Dictionary or Text Checks.
Compliance Guardian	Compliance SharePoint or File Share Scan	Out of the box scan any SharePoint scope limited to 1GB in size. Review scan results & rerun scan for false positives. Up 3 rescans.
Compliance Guardian	Classification SharePoint or File Share Scan	SharePoint Scan any scope limited to 1GB in size. Applying one of the following actions: Add Tag, Change Permissions, Delete, Encrypt, Move, Quarantine, Redact.
Perimeter	**Secure Share**	
Perimeter	External Share	Successfully perform an external share for 1 document within an external email address
Perimeter	Configure Library for Sharing	Successfully deploy perimeter SharePoint Solution. Enable for Select Library.
Perimeter	**Sharing Management**	
Perimeter	Permission Auditing	Review externally shared documents and remove permissions from an object.