

Product Quick Start Key Deliverables

Key Deliverables

DocAve Quick Start Deliverables

D1 - DocAve Installation

The customer will choose one of the following options for this deliverable.

Option 1: DocAve On-Premise

- AvePoint will install and configure DocAve to support the products purchased by the Customer.
- If DocAve has already been installed then a health check will occur in place of the installation to verify the DocAve platform is properly configured.
- AvePoint will create and execute up to two (2) Customer use cases per DocAve product purchased.

Option2: DocAve Online

- AvePoint will configure DocAve to support the products purchased by the Customer for a single SharePoint online tenant.
- AvePoint will create and execute two (2) DocAve plans chosen by the Customer for each product purchased.
 - If plan(s) chosen involve data copy, move, or backup, the data amount will be capped at 500MB per plan.

D2 - DocAve Training

- Training for DocAve consists of an overall introduction to the platform along with an overview of installation, general platform settings and a detailed walkthrough of relevant modules as per the Customer's requirements.

D3 - DocAve Solution Design Documentation

- AvePoint will provide documentation of the DocAve installation settings, configuration settings, and plan details for the Customer use cases.

Compliance Guardian Quick Start Deliverables

D1 - Compliance Guardian requirements discovery workshop

- AvePoint will facilitate a workshop to review out of the box Compliance Guardian test suites and functionality. The scope of the workshop will cover selection of the appropriate test suite and individual checks within the test suite to use for the validation. Additionally, delegation of responsibilities will be determined. AvePoint will provide guidance on how users can leverage

available functionality and discuss examples of how other customers have implemented Compliance Guardian.

- AvePoint will work with the customer’s team to identify and select one (1) out of the box test suite that addresses the customer’s compliance requirements. Any additional test suites and custom checks can be accommodated through the use of a Change Control process.

D2 - Compliance Guardian Deployment

The customer will choose one of the following options for this deliverable.

Option 1: Compliance Guardian On-Premise

- AvePoint will install the Compliance Guardian software according to best practices and ensure functionality in the environment. If Compliance Guardian has already been installed then a validation will occur in place of the installation to verify the platform is installed and configured according to best practices. AvePoint will install and configure Compliance Guardian to support the selected test suite identified during the requirements discovery workshop.

Option 2: Compliance Guardian Online

- AvePoint will configure Compliance Guardian according to best practices to support one Customer’s SharePoint online tenant. AvePoint will configure Compliance Guardian Online to support the selected test suite identified during the requirements discovery workshop.

D3 - Test suite validation configuration and evaluation

- AvePoint will configure and run a test suite validation using the preconfigured test suite against a data set on one (1) platform within the limitations outlined in the table below:

Environment	Limitation
SharePoint 2007, 2010, 2013, SharePoint Online (Office 365)	Up to 10 GB of content within the same site collection across one (1) version of SharePoint
File Systems	Up to 10 GB of content across a single UNC path (can include subfolders)
Websites	Up to fifty (50) pages with a maximum depth of five (5) across one (1) domain

- AvePoint will evaluate and review the results of the test suite validation with the customer to validate accurate results. AvePoint will make any applicable changes to the selected test suite to improve accuracy.
- If applicable, AvePoint will rerun the validation using the optimized test suite and review its results with the customer to further validate accuracy.

D4 - Compliance Guardian training session

- Training for Compliance Guardian consists of an overall introduction to the platform along with an overview of installation, general platform settings and a detailed walkthrough of relevant modules as per the customer's requirements.

D5 - Compliance Guardian solution design and documentation

- AvePoint will evaluate and review the results of the Discover Tool and design a strategy to provide guidance for the implementation of Compliance Guardian scanning capabilities in the customer's production environment.
- AvePoint will provide documentation of the installation settings and the developed deployment strategy to the customer. Installation documentation will include the settings used for the installation of Compliance Guardian. Strategy documentation will include, but may not be limited to, the scope on which each plan should be created, the Database Policy and Scan Policy that should be used, the Filter Policy that should be used, the alert settings the schedule, and the Agent Groups.

Governance Automation Quick Start Deliverables

D1 - Governance Automation workshop design and service selection

- AvePoint will facilitate a one day workshop to review the standard Governance Automation service requests and their dependencies on secondary products (such as DocAve, SharePoint, SQL, etc.,). The scope of the workshop will cover each service activity available through the Governance Automation "master" catalog. AvePoint will provide guidance on how users can leverage available service requests and discuss examples of how other customers have implemented these services.
- AvePoint will work with the customer's team to select up to 5 service requests that will support the immediate governance and service request needs of the intranet platform. Any additional service requests can be accommodated through the use of a Change Control process.
- The default service requests are listed below. These can change post workshop.
 - Site Collection Creation Service Request
 - Site Creation Service Request
 - Grant Permissions Service Request
 - Security Recertification Enabled
 - Service Catalog Request Questionnaire
- For each service request selected, AvePoint will conduct an in depth review of business and technical requirements and present best practice recommendations that illustrate how other customers have implemented similar service requests.

D2 - Governance Automation deployment and service configuration

The customer will choose one of the following options for this deliverable.

Option 1: Governance Automation On-premise

-
- AvePoint will install and configure DocAve to support the selected services identified during workshop. If DocAve has already been installed then a validation will occur in place of the installation to verify the platform is properly configured to integrate with Governance Automation.
 - AvePoint will install and configure Governance Automation.
 - AvePoint will configure up to 5 Governance Automation service requests.
 - If deploying Governance Automation on – premise, working with the client’s infrastructure team, AvePoint will deploy the Governance Automation WebPart on the Intranet platform. The Governance Automation WebPart will serve as the gateway for allowing users to request services that have been provisioned.

Option 2: Governance Automation Online

- AvePoint will configure Governance Automaton according to best practices to support one Customer’s SharePoint online tenant.
- AvePoint will configure up to 5 Governance Automation service requests.
- AvePoint will deploy the Governance Automation Site Card

D3 - Governance Automation training session

- Training for Governance Automation consists of an overall introduction to the platform along with an overview of installation, general platform settings and a detailed walkthrough of relevant modules as per the Customer’s requirements.

D4 - Governance Automation solution design document

- AvePoint will document the business and design specifications for each service request. This document will be presented to the customer at the completion of the engagement.

Project Staffing

Upon signature of the associated Sales Quote for these Services, AvePoint will coordinate with Customer on timelines. AvePoint expects to begin the work within 2-4 weeks of an executed agreement.

Remaining Terms and Conditions

The below terms and conditions shall apply irrespective of the Services engagement detailed above.

Assumptions

The Scope of Work and cost estimates for this engagement are based on a series of assumptions, as follows. 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 VPN access to the customer's environment as needed. Customer will provide remote connectivity services to AvePoint prior to the start of the engagement.
SharePoint Environment(s)	Any deployment of SharePoint or changes to a SharePoint environment will be the responsibility of the customer.
Customizations to AvePoint Products	AvePoint product software changes are not in scope for this engagement.
SharePoint Environment Size	This implementation service is being provided for a single SharePoint farm with a maximum of 10 servers or a single Sharepoint Online tenant.
AvePoint Software Deployment	The installation, configuration and testing of the AvePoint Software is limited to one (1) instance of the software.
AvePoint Software Prerequisites	Prior to the start of the engagement, the Customer will be responsible for deployment of AvePoint software prerequisites.
Customer Sponsor	Customer will assign a resource who is responsible for sponsoring the overall engagement, setting expectations, participating in status reporting, managing issues, clearing roadblocks and facilitating execution of the engagement.

Project Warranty

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

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 canceled 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.

Terms and Conditions

This SOW and all Services engagements detailed above shall be subject to the following Terms and Conditions:

Payment for Services. Payment for services under this SOW shall be made in accordance with the Payment Schedule section of this SOW.

Service Expenses. The pricing for the SOW shall be exclusive of any expenses related to travel, lodging, meals and other reasonable expenses incurred by the AvePoint personnel assigned for the engagement. Such expenses will be billed separately once the engagement is completed and will be reasonable and necessary.

Service Hours. When services are performed at the Customer's location (or another location designated by the Customer), such services will be performed during normal business hours (8:00a.m. to 5:00p.m. local time Monday through Friday, excluding holidays) unless otherwise stated in writing either in this SOW or as a Change Order to this SOW.

Service Locations. Some services may be performed at a location other than the pre-determined location provided the alternate location is specified in writing either in this SOW or as a Change Order to this SOW. AvePoint reserves the right, in its sole but reasonable discretion, to work remotely should that be the best way to perform the services detailed in this SOW. The Customer, through its Contact Person as set forth in Approvals Section of this SOW, agrees to provide the necessary access and credentials for AvePoint to work remotely.

Available Personnel. Customer's Contact Person agrees to be available on a timely basis and when reasonably requested by AvePoint. Such Contact Person shall provide input, review the services being performed and the Deliverables provided by AvePoint, answer questions, provide sign-off, provide physical access to the working areas required, and allow AvePoint to gather and validate information.

Project Implementation Responsibility. The Scope and Objectives of this project will be jointly managed by the Customer and AvePoint to better ensure completion of the project within the anticipated schedule. As the software implementation experts, AvePoint shall have the sole right to manage the who, what, where, when and how of the AvePoint project implementation.

Software and Hardware. The Customer agrees that it has acquired all necessary hardware and software required to complete this project, and has installed and configured the hardware and software to allow the professional services as detailed in this SOW to begin immediately upon initiation of this professional services engagement, with the intent being that AvePoint personnel do not spend any time or effort installing, configuring or implementing anything other than the AvePoint product.

Connectivity. The Customer agrees that it will provide network connectivity, Internet access and voice access for local and long distance calls for use directly related to this engagement.

Security. When services are performed at the Customer's location, the site will be physically secure and maintained in that condition by personnel of the Customer, and not AvePoint personnel. Notwithstanding the foregoing, personnel of AvePoint agree to comply with any of the security guidelines of the Customer of which they are made aware. AvePoint is not responsible for any lost or stolen equipment.

Software Licensed Separately. Unless set forth in an applicable quote or purchase order accepted by AvePoint, the services under this SOW shall not be deemed to include the licensing of the software or tools used in this SOW.

Intellectual Property Rights. As a company which generates almost all of its revenue from selling software, AvePoint requires that the work AvePoint does not be "Work for Hire", but rather that AvePoint exclusively retains all intellectual property rights of all software created or provided by it and all work performed. Unless otherwise mutually agreed in writing in this SOW, the Customer shall be entitled to a perpetual license to use the software and/or work performed in accordance with AvePoint's Master Software License and Support Agreement available at <http://www.AvePoint.com/license/license.html> (the "Software Agreement").

For the purposes of this engagement AvePoint and its employees are to be considered independent contractors and not employees of the Customer. AvePoint shall be responsible for paying all AvePoint staff salaries and benefits, not the Customer.

Additional Terms. Unless otherwise specified in this SOW to the contrary, the Software Agreement sections of Indemnity, Limitation of Liability, Applicable Taxes, Entire Agreement, Assignment, Binding

Effect, Amendment, Notices, Waiver, Captions, Severability, Counterparts, Governing Law and Remedies are hereby incorporated by reference.

Limitation on Liability. The total amount of AvePoint's liability for this engagement will not exceed the value of this SOW. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS SOW, ANY ADDENDUM HERETO OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, DAMAGE OR LOSS OR DESTRUCTION OF DATA OR LOSS.

Warranties. AvePoint hereby warrants that the AvePoint Deliverables shall be in accordance with the specifications contained in this SOW at the time of delivery in addition to any applicable warranties to the extent such warranties are set forth herein. This warranty shall supersede and is in place of any implied warranties of merchantability or fitness for a particular purpose.

Limited Use Only. The work performed for this SOW is for the benefit of the Customer only and may not be used by third parties outside of the Customer or Customer's affiliates.

AvePoint Deliverables. The tasks required by AvePoint for the services engagement to be considered complete. These tasks can be delivered during the course of the services engagement or at the end of engagement as described in Key Deliverable section of this SOW.

Customer Deliverables. The tasks required by the Customer in order for the services engagement to start on time and run successfully. These tasks are typically required prior to the start of or during the course of the engagement as described in Customer responsibilities Section of this SOW.