

TAM Services

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2 Executive Summary

This TAM Services Description Document (“TAM SDD” or “SDD”) details the services to be provided by a Technical Account Manager (“TAM”) of AvePoint UK, Ltd. (“AvePoint”) for the entity purchasing such services from AvePoint and identified in the relevant sales quote (“Customer”).

3 AvePoint TAM Services Value Proposition

AvePoint offers a range of infrastructure management solutions for Microsoft SharePoint as well as technical services to seamlessly integrate the technology into the Customer’s SharePoint environment. AvePoint’s Technical Account Managers can evaluate the Customer’s SharePoint environment to assist with the integration of AvePoint solutions. During this process the AvePoint Technical Account Manager can offer recommendations and best practices for implementation.

AvePoint’s Technical Account Management (TAM) services are designed specifically to provide the technical and business resources required to fully optimize the benefits of AvePoint solutions for governance, compliance, and infrastructure management. With three robust service package options, AvePoint delivers a complete technical support service that can be tailored to meet your specific SharePoint needs.

- AvePoint TAM services grant you access to our Microsoft Certified Technical Specialists (MCTS) to help you better plan for – and receive maximum value from – your SharePoint and AvePoint solutions implementation.
- On-site and/or remote professional services sessions and monthly status reports allow you to monitor your SharePoint environment’s performance.
- AvePoint Technical Account Managers provide extensive SharePoint architecture reviews and best practices guidance to help your organization perform at the most productive and optimal levels possible.

4 Pre-Engagement Customer Deliverables

A successful engagement under this SDD depends upon a number of responsibilities and assumptions detailed below.

If the Customer does not fulfil all of its responsibilities under this SDD in a timely manner or if any assumption is or becomes incorrect or incomplete then:

- the anticipated schedule for the delivery of TAM services may be delayed;
- the amount of time it takes to perform the services may increase and/or AvePoint may need to perform additional tasks in order to be able to perform the services that are the subject of this SDD; and/or
- it may be commercially unreasonable for AvePoint to perform the services that are the subject of this SDD, either in whole or in part in which case AvePoint will have the right to terminate this SDD upon notice to the Customer.

In order for this engagement to be successful the following action items must be completed by the Customer prior to the start of the engagement. Failure to do so may postpone or inhibit the engagement:

- Communication of all material related to the project to the AvePoint Technical Account Manager.

- Provision of at least one qualified technical person with system administration responsibilities for the duration of the project.
- Provision of at least one qualified, knowledgeable personnel who will perform the obligations under this SDD,
- Reasonable assistance to AvePoint with its performance of the services.
- Provision of an appropriate level of access and privilege to systems and information necessary for AvePoint’s performance of the services.
- Creation of a service account for DocAve to use in order to access SharePoint environment and to run processes on the servers. A full listing of permissions required by DocAve can be found in the DocAve user guides located at <http://www.avepoint.com/resources/user-guides/>.
- Communication must be established between server(s) hosting the DocAve manager and the DocAve agent(s). A full listing of TCP/IP ports that DocAve uses can be found in the DocAve user guides located at <http://www.avepoint.com/resources/user-guides/>. If the Customer cannot use the default ports as outlined, then appropriate ports must be assigned and opened for communication. This must be made clear to the AvePoint Technical Account Manager prior to the start of the engagement.

5 AvePoint Deliverables (TAM Services)

As SharePoint plays a vital role for organizations’ collaboration and enterprise content management initiatives, downtime and business interruptions throw serious roadblocks in the path of organizations relying upon the platform to help meet its dynamic business and technical needs. AvePoint’s DocAve Software Platform helps more than 8,000 organizations worldwide seamlessly manage and protect critical SharePoint assets in order to gain more value from SharePoint and grow their deployments.

AvePoint’s Technical Account Management (TAM) services are designed specifically to provide the technical and business resources required to fully optimize the benefits of DocAve solutions for governance and infrastructure management. With three robust service package options, AvePoint delivers a complete technical support service that can be tailored to meet the Customer’s specific SharePoint needs.

	Bronze	Silver	Gold
TAM Resource	Shared	Dedicated	Dedicated
Remote meetings	Quarterly	Monthly	Bi-weekly
Escalation Management		✓	✓
Extended Services			
Service Man-Days*	4	15	32
DocAve Operations and Best Practices	✓	✓	✓
Beta Participation			✓
Proactive Services			
Collaborative Project Management Man-Days*	1	3	3
Monthly Service status Support		✓	✓

Priority for planning and delivery			✓
Preventative Services			
Consistent monthly or bi-weekly scheduled health checks			✓

✓ = included in the indicated service level

* = man-days per full contract year

AvePoint will deliver to Customer the TAM Service Level as indicated in the relevant AvePoint sales quote. The “Scope of Services” section of this document provides more information on each TAM Service. The start date for commencement of TAM Services to the Customer is as indicated in the relevant sales quote. The term of services is one year from the commencement, unless agreed otherwise in writing (e.g. on an AvePoint sales quote).

The above listed services and deliverables are maximum amounts. Any services or deliverables within these maximum amounts not used / consumed by the Customer until the end of the term will be automatically forfeited without transfer to subsequent TAM Services periods and without reimbursement by AvePoint.

6 Scope of Services

Subject to the further provisions of this SDD, AvePoint will perform the following services. AvePoint will work closely with Customer over the course of the engagement and provide the following services depending on the chosen TAM Service Package:

6.1 TAM Resource

The TAM assigned to Customer is a dedicated resource from AvePoint. Customer can submit all queries to the designated TAM pertinent to:

- AvePoint Product Issues
- AvePoint Products Bug Fixes
- AvePoint Products Custom Feature Requests with Escalation to relative resources
- AvePoint Products Training
- AvePoint Products Custom Documentation
- AvePoint Products Beta Participation
- Technical Review of AvePoint Solution implemented
- AvePoint Products Project Management
- AvePoint Products Service Status Reports

6.2 Remote Meetings

The TAM assigned to the Customer will schedule remote meetings (depending on the TAM Contract level) and based on Customer requests in order to assess the implementation and usage of AvePoint Solutions. The TAM will provide web session and conference calls details. The content of each remote meeting will be formalized in a document or Statement of Work for future projects.

6.3 Escalation Management

The TAM assigned to Customer will escalate to the designated resources in AvePoint all queries relative to:

- AvePoint Solutions Product Management
- Roadmap for AvePoint Products
- Development for AvePoint Products Custom Requests and Bug Fixes

6.4 On-Site Visit

The TAM assigned to the Customer will perform on site visits when required and based on the purchased package. The TAM on-site Visit Days can be requested as any Professional Service Day delivered by any AvePoint Technical Solution Specialist. The on-site Visit Days can be used for different purposes including but not limited to: training, support, escalation, project management and service reporting. For any given engagement, the delivery is subject to availability during requested dates. The maximum number of consecutive days is four.

6.5 DocAve Operations and Best Practices

The TAM assigned to Customer will provide customized documentation pertinent to DocAve Solutions deployed at customer site. These guides aim to provide guidance and consolidation of the AvePoint solutions in customer environment.

6.6 Beta Participation

The TAM assigned to Customer will provide the information on the latest technologies brought from the DocAve Platform. When required this will include access also to a Beta Participation program that will give the opportunity to test the latest versions of the AvePoint Products and directly provide feedback to the AvePoint R&D Team through the dedicated TAM.

6.7 Collaborative Project Management

The TAM assigned to the Customer will cooperate for a number of days based on the purchased TAM Services Package to Project Management sessions identifying the resources and the deliverables for the new projects and deployments of the AvePoint Solutions.

6.8 Monthly Service status Support

The TAM assigned to the Customer will provide a monthly status report on the services provided and the case history.

6.9 Priority for Planning and Delivery

The TAM assigned to the Customer will escalate all queries related to Feature Requests for a structured planning and delivery through senior technical channels, depending on the complexity of the Feature Request up to the APPS Team. The APPS Team is a virtual board of technical experts in Microsoft SharePoint Products and Technologies and AvePoint Solutions including Analysts, Product Management, Development and Engineering.

6.10 Consistent scheduled health checks

The TAM assigned to the Customer will schedule consistent health checks on a bi-weekly basis across AvePoint Solutions. The scope of the scheduled health check is also to provide an aggressive SharePoint Architecture Review (followed by a specific documentation) to ensure the AvePoint Solutions are aligned with Customer business SLA.

7 Terms & Conditions

This SDD shall be subject to the terms and conditions as set forth in AvePoint's service addendum found at <http://www.avepoint.com/license/servicesaddendum.html> ("Service Addendum") unless expressly varied in writing between the parties in this SDD or in a change order. The Service Addendum's terms and conditions shall apply in full to this SDD, in particular – but not limited to – the Service Addendum's provisions with regards to liability, governing law and jurisdiction.

Further, the following project terms and conditions apply:

- **Offer Validity** – This SDD including the pricing and the services it covers is valid until the date stated in the relevant sales quote ("Valid Until" field). If, until this date, the Customer has not ordered the services as per the relevant sales quote, the offer automatically expires. If no date is specified in the sales quote or no sales quote has been issued by AvePoint, then the SDD offer expires six months after AvePoint has first presented the relevant sales quote to the Customer if not accepted by the Customer until then.
- **Available Personnel** – Personnel of the Customer responsible for sign off on the completion of the Services as set forth in this SDD, agree to be available on a timely basis and when reasonably requested by AvePoint. Such personnel shall provide input, review the services being performed and the items provided by AvePoint, answer questions, provide signoff, 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 in accordance with the Scope and Objectives as documented in this SDD; however, as the software implementation experts, AvePoint shall have the sole right to manage the who, what, where, when and how of the 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 SDD 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.
- **Intellectual Property Rights** – AvePoint exclusively retains all intellectual property rights of all software or work created or provided by it and all work performed. All software products created

or delivered by AvePoint for or to the Customer, if any, are offered under the terms of the AvePoint Master Software License and Support Agreement only, a copy of which can be found at <http://www.avepoint.com/license/license.html> (“Software Agreement”). For all other AvePoint deliverables, if any, the Customer shall have the non-exclusive, non-transferable perpetual right to worldwide use unless otherwise agreed in writing in this SDD.

- **Entire Agreement** – This SDD, including any Exhibits and further mutually binding documents (in particular Service Addendum, Software Agreement and Sales Quotes) referenced herein and/or attached hereto (which shall be deemed incorporated herein by this reference), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes, supplants, and renders null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understandings, representations or communications, oral or written, of the parties hereto with respect to the subject matter hereof.
- **Amendment** – This SDD may be amended only in writing duly executed by the authorised representatives of the parties hereto, which makes specific reference to this SDD.