



Statement of Work (SOW)

Microsoft Teams Intelligent Surge Management

Prepared For:



November 24th, 2020

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Contact Information

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AvePoint Principal Contacts		
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This statement of work ("SOW") is made pursuant to the terms and conditions listed herein and made effective this 24th day of November 2020 by and between AvePoint Public Sector, Inc. ("AvePoint"), a Virginia corporation, located at 2111 Wilson Blvd, Suite 920, Arlington, VA 22201, and Florida State Board of Administration ("Customer"). AvePoint reserves the right to cancel this SOW if not executed within two (2) weeks of transmittal to Customer.

Objective

Intelligent Surge Management includes professional services and predefined policies within our Cloud Governance solution that are designed to meet the most common Teams use cases with built-in best practices.

Following a rapid, two-week deployment, you will be able to:

- Identify clear ownership with primary and secondary Team owners assigned automatically
- Easily classify and inventory Teams to simplify oversight and management
- Enable external guests only for specific classes or types of Teams
- Enforce naming conventions across Teams as they are provisioned
- Apply lifecycle management

Scope of Services

The following sections describe steps of the Microsoft Teams Intelligent Surge Management service methodology (the "Services" or "Surge Management") along with expected deliverables (the "Deliverables") AvePoint will provide associated with each step. The Deliverables in [Appendix A](#) will be executed on the following AvePoint solutions licensed by Customer:

- Cloud Governance

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: Deployment Configuration
- M5: AvePoint Software Training
- M6: Build Documentation

M1: Kick-Off Session

AvePoint will facilitate a series of kick-off activities to review project logistics, scope, and product details.

Before We Begin

It is imperative that accounts and permissions be configured before proceeding with configurations.

1. The AvePoint Online Services tenant is already be created and licensed by the AvePoint Sales Team

2. An Office 365 user account is created for the AvePoint Engineer to utilize for administrative access to AvePoint Online Services (using Microsoft Authentication) and Office 365 as a standard user. This account does not need to have an Office 365 admin role.
3. The customer is prepared to use a Global Admin account during the process of app registration. This account is not required following registration.
4. The customer has prepared a Service Account (Office 365 Account) with the permissions required as per the links below.

The links below detail the required activities and permissions required to proceed.

- [User Roles for Cloud Governance](#)
- [Required Permissions](#)
- [Creating App Profiles](#)

M1 Activities

Upon signature of the SOW, 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.

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

Following assignment of the official project start date, AvePoint 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 Services 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 Services;
- Confirm priority of tasks for AvePoint staff.

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.

A technical AvePoint representative will review the standard AvePoint solution features and any potential dependencies on secondary solutions (e.g. SharePoint, SQL, interdependencies of AvePoint solutions, etc.). An AvePoint solution shall be defined as a single AvePoint software application or subscription-based offering. The scope of the review 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
- Review the pre-defined governance configurations
- Finalize configuration options that require customer input
- Guidance and best practices for using the AvePoint solutions based on outputs of previous bullets citing examples of how other AvePoint customers are using comparable AvePoint solutions

M1 Deliverables

- D1: Finalized list of business use cases defined with customer's option (as per [Appendix A](#))

M2: AvePoint Solution Deployment

A technical AvePoint representative will configure all necessary product components in accordance to AvePoint best practices for the software solution included in the Surge Management Service purchased by the customer.

M2 Activities

AvePoint will deploy and/or initialize the pertinent AvePoint solutions in one (1) environment.

- AvePoint Cloud Governance for one (1) Office 365 commercial tenant.

M2 Deliverables

Deployment of the AvePoint Solution(s) will be implemented on the customer Office 365 platform.

- D2: Deployment of AvePoint solution(s)

M3: AvePoint Solution Configuration

AvePoint Solution Configuration will result in the operational readiness of the AvePoint solution(s).

M3 Activities

AvePoint Solution Configurations have been broken down into operational readiness and basic unit tests.

Operational Readiness Configurations

The technical AvePoint representative 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 Tests

In addition to system configurations of the AvePoint software, the technical AvePoint representative will conduct testing to qualify that the operational readiness configurations are functional.

M3 Deliverables

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

M4: Deployment Configuration

During this phase of the Surge Management Service, a technical AvePoint representative will configure pre-defined use cases as per [Appendix A](#). Information on use cases boundaries can be found in the Assumptions section of this Statement of Work. Upon completing use case execution, the technical AvePoint representative will review the results with the Customer.

Should any software issues arise during the use case execution (specifically plan exceptions or errors), the technical AvePoint representative 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.

NOTE: Expected results are in accordance with the specifications set forth in AvePoint's documentation for the software. Any use cases that are not considered to be native functionality of the software are deemed out of scope for the Services.

M4 Activities

Business Use Cases

A technical AvePoint representative will configure and execute the business use cases defined in [Appendix A](#).

M4 Deliverables

- D5: Configuration and execution of 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 a two (2) hour duration sessions, 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.

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
- Review of solution configurations and settings
- Education on how to alter or maintain requirement specific configurations
- Lab exercises based on AvePoint defined use cases derived from other similar client experiences

M5 Deliverables

- D6: Completed training curriculum, access to AvePoint's library of governance videos and user guides

M6: Build Documentation

Throughout the course of the Services, the technical AvePoint representative 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 technical AvePoint representative will document settings and configurations (as per [Appendix A](#)).

M6 Deliverables

- D7: As-Built documentation defining the configurations in place

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	Finalized list of business use cases defined with customer's option (as per Appendix A)	
M2	AvePoint Solution Deployment	Week 1
D2	Deployment of AvePoint solution(s)	
M3	AvePoint Solution Configuration	Week 1
D3	Operational Readiness Configuration	
D4	Execution of basic unit tests	
M4	Business Use Case Configuration and Execution	Week 2
D5	Configuration and execution of business use cases	
M5	AvePoint Software Training	Week 2
D6	Completed training curriculum	
M6	Build Documentation	Week 2
D7	Build Document	

*Timeline estimates may not reflect actual project timelines.

Assumptions

The scope of work and cost estimates for the Services 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 Services may be affected and warrant an amendment to this SOW (a "Change Request").

General Assumptions

Assumption	Assumption Description
Remote Access	AvePoint will leverage US based resources for all service engagement roles. Remote access maybe required by AvePoint developers that would be addressing software bugs and provide code fixes. These developers, who are AvePoint employees, often travel to AvePoint regional offices, thus would require remote access to address the aforementioned bugs. Remote

	interactions by AvePoint developers would be limited to software changes, and not involve access to user or business sensitive data.
AvePoint Software Customization	The Services are designed to be completed with the native and out-of-the-box product features and functionality. Any requests by Customer that cannot be achieved utilizing the native product capability will require the submission of a new feature request and are out of scope for the Services.
Custom Scripts / Actions	Microsoft Teams Intelligent Surge Management 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.
Services Scope	The Services listed herein are specific to the AvePoint product portfolio. This SOW does not cover any activities associated with any other software stack or solutions.
Resource Allocation	A technical AvePoint representative 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 by AvePoint and Customer.
Project Cadence	If work stoppages (<i>in excess of 2 weeks</i>) 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 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 Services.
AvePoint Software Troubleshooting	In an effort to maintain steady progress on the Services, the assigned technical AvePoint representative will not troubleshoot any issues associated with test case execution that may arise during the course of the Services. Any technical issues that may come up during this phase will be routed to the AvePoint support organization for further troubleshooting and processing.
Existing Teams	Policies and Service defined by the Intelligent Surge Management service will not be applied to existing Office 365 Teams and containers to ensure a timely delivery of service requests to users. Existing Teams and container can be imported to the tool using an automated process. This process is outside of the scope of this engagement.
Training	No training for end-user Teams utilization will be provided with Intelligent Surge Management service.

Customer Responsibilities

Customer must complete the following action items in order for the Services to run in accordance to the project timeline the following action items must be completed by Customer. Failure to do so may prolong or postpone the Services.

Prior to the start of the Services

- 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 Services.
- 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.

During the course of the Services

- Ensure the timely progression of the Services and reduction in any Unforeseen Delays (as defined in Terms and Conditions).
- Communication of implementation schedule with Customer's internal team.

Scheduling and Staffing

Project Scheduling

AvePoint does not commit scheduling resources for service delivery until a SOW contract is executed with the Customer. Upon approval and signature of this SOW an AvePoint representative will contact the Customer within five (5) business days to schedule the Project Coordination Meeting previously mentioned in Milestone 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.

AvePoint's resource for the Services will be located remote for all activities.

AvePoint requires a minimum of ten (10) business days' advanced notice for scheduling or rescheduling the Services. If Customer fails to give AvePoint such notice, Customer shall pay any cancellation fees that AvePoint may incur on travel arrangements.

The Services must be consumed within one (1) calendar year of purchase by Customer, otherwise Customer forfeits the non-consumed services without refund unless such delay is caused by AvePoint.

Project Staffing

The Services will be led by an AvePoint service engineer (hereinafter, the "Service Engineer" or "SE"). This resource will be involved for the entire duration of the Services. All other resources will be engaged and participate in specific Services activities as required.

Assumption	Assumption Description
Service Engineer	<p>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:</p> <ul style="list-style-type: none">- Install and Configure AvePoint Products: Deliver the implementation of the AvePoint product suite as described in this SOW and conduct validation testing.- Training and Documentation: Document the implementation of the AvePoint products, provide training to Customer on products.

Project Warranty

No general warranty or warranty period shall apply to the Deliverables provided herein.

Project Cost

The following pricing shall apply provided AvePoint receives a purchase order (if applicable) and/or this fully executed SOW. Until receipt thereof, neither party shall have any obligation to the other. Upon receipt of the purchase order and/or this fully executed SOW, AvePoint shall invoice the "Customer" according to terms and conditions set in the "Payment Schedule" section of this SOW.

The Services set forth in this SOW will be provided at a fixed price. Any changes to the assumptions and scope of Services agreed by both parties and based on the enclosed change

management procedure will require a Change Request, signed by both parties. The total project cost is \$6,000 USD.

Engagement Type	Cost
Intelligent Surge Management Cloud Governance Configurations	\$10,000.00
Promotional Pricing	\$6,000.00

Payment Schedule

AvePoint requires payment for the Services upfront and paid in full. Failure to do so can postpone or discontinue the Services.

These terms apply to the Services set forth in this SOW only and any future project terms will be negotiated accordingly.

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

The SOW shall be subject to the following additional 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 Services shall be exclusive of any expenses related to travel, lodging, meals and other reasonable expenses incurred by the AvePoint personnel assigned for the Services. Any reasonable and necessary travel expenses will be billed separately upon completion of the Services.

Extension of Schedule for Unforeseen Delays. In the event that AvePoint is unable to meet the completion date or schedule of Services herein due to circumstances beyond AvePoint's reasonable control, such as any delays set forth in the "Assumptions" section of this SOW, attributable to Customer, war, riots, strikes, lockouts, work slowdown or stoppage (except strikes, lockouts, or work slowdown or stoppage caused solely by AvePoint's employees or subcontractors), or acts of God, (collectively, a "Unforeseen Delays"), AvePoint shall inform Customer of the additional time required to perform the work and Customer shall work with AvePoint to adjust the schedule as agreed upon between the parties. Any such delays shall not constitute the fault of, or a breach of this SOW, by AvePoint.

Invoicing due to Unforeseen Delays. In the event of an Unforeseen Delay exceeding a total of ten (10) business days, AvePoint shall submit an interim invoice to Customer hereunder for completed milestones, if not already invoiced, and for a pro-rata portion of any in-process Deliverables as of the date of the interim invoice. All such invoices shall be due and payable in accordance with the payment terms hereof.

Project Restart timeline for Unforeseen Delays. Once AvePoint has been notified by Customer in writing that Customer wishes to restart the project after an Unforeseen Delay, AvePoint shall have a reasonable amount of time, to be not less than two to four (2-4) weeks unless otherwise agreed by the parties in writing, to reestablish the project team and resume the Services.

Service Hours. When Services are performed at Customer's location (or another location designated by 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.

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 Request 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. Customer 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 of Services of this project will be jointly managed by Customer and AvePoint to ensure completion of the Services within the anticipated schedule. AvePoint shall have the sole right to manage AvePoint staffing, the location of performance of the Services, and timing of the Services.

Software and Hardware. Customer agrees that it has acquired all necessary hardware and software required to complete the Services, and has installed and configured the hardware and software necessary to facilitate the Services upon commencement of the Services. AvePoint is not responsible for installing, configuring or implementing anything other than AvePoint software.

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

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

Software Licensed Separately. Unless set forth in an applicable quote or purchase order accepted by AvePoint, the Services do not include the licensing of the software or tools used for provision of the Services.

Intellectual Property Rights. AvePoint retains all intellectual property rights of all software created or provided by it and all Services and Deliverables performed pursuant to this SOW. Unless otherwise mutually agreed in writing Customer shall be entitled to a license to the Deliverables that matches that of the underlying software purchased pursuant to AvePoint's Master Software License and Support Agreement, which is available at <http://www.AvePoint.com/license/license.html> (the "Software Agreement").

For the purposes of the Services AvePoint and Customer are independent contractors. Nothing in this SOW or in the conduct of the parties shall be interpreted or construed as creating or establishing any relationship between the parties other than that of independent contractors and not employees of Customer.

Additional Terms. Unless otherwise specified in this SOW, 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 the Services will not exceed the amount paid by Customer for the Services set forth in 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, in addition to any other warranties set forth herein, the AvePoint Deliverables shall, at the time of delivery, be provided in accordance with the specifications contained in this SOW. AVEPOINT HEREBY DISCLAIMS, AND CUSTOMER RELEASES AND WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

Limited Use Only. The Services performed pursuant to this SOW are for the benefit of Customer only and may not be used by third parties other than Customer's affiliates.

AvePoint Deliverables. The Deliverables required by AvePoint for the services engagement to be considered complete may be delivered during the course of the Services engagement or at the end of the Services engagement as described in this SOW.

Signature Page

By signing this SOW, Customer agrees to all sections of this SOW and to provide full and timely payment for completion of the Services per the terms and conditions set forth herein.

- Service delivery will be scheduled following AvePoint’s receipt of this signed SOW and, if applicable, the accompanying purchase order (PO), unless otherwise agreed by the parties.
- The estimated dates for beginning and conducting the Services will be mutually agreed upon by the parties.
- Upon execution of this SOW, Customer shall deliver the signed SOW to the Account Manager and/or Project Manager, if applicable, listed in the “Contact Information” section of this SOW.

Accepted & Agreed to:	Accepted & Agreed to:
AvePoint Public Sector, Inc.	Florida State Board of Administration
By: [Redacted]	By: [Redacted]
Signature Date December 3, 2020 10:34 EST	Signature Date 12/04/2020
Printed Name Taylor Davenport	Printed Name
Title EVP of Sales	Title

Please return entire document including the “Signature Page”.

APPROVED AS TO LEGALITY
[Redacted]
CRAIG A. MEYER
ASSISTANT GENERAL COUNSEL

Purchase Order# _____ OR check here ☐ if PO is not required for billing purposes.

Appendix A: Detailed 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 actions.

The following outlines the standard use cases for an Intelligent Surge Management service.

Service Request Types

Private Teams

1. Operations Team / Confidential Classification / Internal Users
2. Operations Team / Normal Classification / Internal Users
3. Project Team / Confidential Classification / Internal Users
4. Project Team / Normal Classification / Internal Users
5. Project Team / Normal Classification / External Users

Public Teams

1. Operational Team / Normal Classification / Internal Users Only
2. Project Team / Normal Classification / Internal Users Only

Each service request type will also have a configured policy to manage container level settings.

Security Classification Levels

1. Confidential
2. Open

Ownership and Membership

- Primary Contact is populated as the requestor
 - Secondary Contact are determined by the requestor
- (alternatively, both may be determined by requestor)
- Team Owners group is prepopulated with the requestor
 - Team Members group will be unpopulated at the point of provisioning, and may be updated by the requestor through the Teams interface

The customer may decide on the configuration for Primary and Secondary Contacts. AvePoint will configure the default setting above otherwise.

Teams Settings

Team Member Permissions

- Allow members to create and update channels
- Allow members to create private channels
- Allow members to delete and restore channels
- Allow members to add and remove apps
- Allow members to create, update, and remove tabs
- Allow members to create, update, and remove connectors
- Allow members to delete their messages
- Allow members to edit their messages

Guest Permissions

- Allow guests to create and update channels (Disabled)
- Allow guests to delete channels (Disabled)

@Mentions

Enabled

Fun Stuff (Giphy, Sticker, Memes)

Enabled

Naming Convention

- Separate naming conventions for Team Name and Group ID will be configured as standard for all request types. This convention will be specified by the customer using the below limitations.

Maximum complexity:

Team Name + <AD Property 1> + <Security Classification> + INT/EXT

- No more than one AD properties may be used (i.e. Division, Department, etc.)
- Security Classification will identify confidential Teams with "CONF"
- Team Name will be defined by the user

The customer may decide on the configuration for naming convention. AvePoint will configure a user-defined Team Name otherwise.

Questionnaire

The following questionnaire will be user to help users determine the proper Service Type.

Question 1: Will this collaboration be ending at a certain point in time or will this be an ongoing collaboration?

Answer: Collaboration will end; Ongoing collaboration

Question 2: Should the entire organization have access, or only a specific group of users?

Answer: The entire organization should have access, Only users I specify should have access

Question 3: Will there be any confidential or sensitive content stored in this Team? Please click on this link for definition of confidential or sensitive content. (allow to link to a URL)

Answer: Yes/No

Question 4: Will you be adding a user outside of your organization to this Team? (Conditional)

Answer: Yes/No

NOTE: Customer must provide an information link regarding their confidentiality policy.

Lifecycle Management

AvePoint will leverage the Inactivity Threshold feature to mitigate sprawl during the initial implementation.

- Inactivity Threshold alert will be sent at 30 days for
 - Operations Team / Confidential / Internal
 - Project Team / Confidential / Internal
 - Project Team / Open / External
- Inactivity Threshold alert will be sent at 180 days for
 - Operations Team / Open / Internal
 - Project Team / Open / Internal
- Content Owners will have the option to Renew, Archive, or Delete the Team

The customer may decide on the configuration for the durations above. AvePoint will configure the default setting above otherwise.

Approval Process

The customer will select one of the following settings based on business needs

- All services will be configured for an Auto-Approve workflow.
- All services will be configured for approval to be managed by a central IT group.
- All service will be configured for approval by the requestor's immediate manager as defined in Active Directory.

The customer may decide on one (1) configuration for approval. AvePoint will configure Auto-Approve otherwise.

Other Governance Configurations

- Language(s) determined by customer
- Hub Sites will not be configured as part of provisioning

- Default Group Team Site Design
- The MyHub app in Teams will be deployed as the end user interface
- All Teams will be deployed using the default Teams template
- All Teams will be created in the default domain

ATTACHMENT A
AvePoint Statement of Work (SOW)
Microsoft Teams intelligent Surge Management
Quote Number QUO-114216-Y8J3W5

FLORIDA LAW DISCLOSURES

The following Disclosures are incorporated into the SOW:

1. The SBA may prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to the **Limitation on Liability** and the **Warranties** sections to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in this agreement between the parties, AvePoint acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.


3. **IF AVEPOINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**
STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com

4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. AvePoint hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

5. In the event any travel is required, such travel must be preapproved by the SBA Executive Director and will be reimbursed in accordance with the amounts set forth in s. 112.061 Florida Statutes 2020.

6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

AvePoint Public Sector, Inc.


Name: Taylor Davenport

Title: EVP of Sales

December 3, 2020

State Board of Administration of Florida


Lamar Taylor

Chief Operating Officer/Chief Financial
Officer

December 04, 2020


APPROVED AS TO LEGALITY

CRAIG A. MEYER
ASSISTANT GENERAL COUNSEL