

FY20 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")
FOR

[COM1803] - APAC CSP INDIRECT PROVIDERS RESELLER EXPANSION CAMPAIGN FOR NEW ZEALAND, SINGAPORE AND MALAYSIA ("**Program**")

OFFERED BY MICROSOFT REGIONAL SALES CORPORATION ("**Microsoft**") and/or

OFFERED BY MICROSOFT NEW ZEALAND SALES CORPORATION ("**Microsoft**") and/or

OFFERED BY MICROSOFT KOREA INC ("**Microsoft**")

1. PROGRAM OVERVIEW

Microsoft extends to eligible partners the opportunity to participate in the Program referenced above subject to these Program Terms & Conditions ("Program Terms"). Each entity participating in the Program is hereinafter referred to as a "**Participant**." Participation in the Program is voluntary.

The Program is governed by the Program Terms, which incorporate by reference the Microsoft Partner Network Agreement (as in effect between Microsoft and Participant, the "MPN Agreement"). Capitalized terms used but not defined in these Program Terms have the meanings assigned to them in the MPN Agreement. These Program Terms including payment processes are subject to local requirements and may vary by jurisdiction, and Participant retains sole discretion to set pricing for sales of applicable products. The Country-Specific Provisions, which set forth the applicable law, jurisdiction, and Microsoft contracting entity, are hereby incorporated into this Agreement.

BY PARTICIPATING IN THE PROGRAM, SUBMITTING INFORMATION TO MICROSOFT IN CONNECTION WITH THE PROGRAM, OR ACCEPTING ANY PAYMENTS FROM MICROSOFT AS A RESULT OF THE PROGRAM, PARTICIPANT AGREES TO AND ACCEPTS THESE PROGRAM TERMS.

2. TERM

The Program term begins on 1 July 2019 and ends on 31 December 2019 ("**Term**"). Microsoft may update, change, cancel or terminate the Program or the Term or any portion of these Program Terms at any time.

3. COMPANY ELIGIBILITY

To be eligible for a Program and the associated incentives, Participant must:

- Have an active MPN membership and remain in compliance with these Program Terms.
- Must be enrolled in Partner Center within 90 days from the end of the earnings period in order to receive payment. Partners who don't enrol on time will forfeit their earnings. For more information on enrolment visit <https://docs.microsoft.com/en-us/partner-center/>
- Provide any required banking information, including account number(s), to Microsoft (or the third-party payment vendor authorized and designated by Microsoft) for the purpose of receiving Incentive Payments under this Program.
- Provide any required reporting set forth below directly to Microsoft (or its designated third party) by the stated deadline.
- If requested, provide acceptable proof of performance to Microsoft (or its designated third-party) by the stated deadline.
- Be eligible from the start date of the Program in order to participate except for CSP and Unmanaged Resellers who must be eligible by one month prior to Program end date.
- This is only applicable to authorized CSP Indirect Providers in New Zealand, Singapore and Malaysia ("**Territory**").

4. PAYMENTS

Rebate payments will be made to Participant by Microsoft as described below. Unless otherwise stated, any payment to Participant under this Program is independent of any other Microsoft Incentive program. Minimum pay-out to Participant

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is set at: USD\$200. If Participant accrues less than the minimum pay-out amount, Participant will forfeit the unpaid rebate amount. Maximum pay-out amount for Participant is capped at: USD\$100,000.

Microsoft will pay each incentive payment no later than 90 days after the applicable milestone due date. Participant must report any errors, issues or disputes regarding the calculation and payment of Incentives to Microsoft in writing within 30 days of receipt of the applicable payment or report from Microsoft. If Microsoft has not received written notice from Participant within the 30-day period, Participant will be deemed to have accepted the calculation or payment. Microsoft reserves the right at any time to adjust the payment to a Participant, if Microsoft identifies any discrepancy, error or omission concerning reported revenue. Unclaimed payments that are outstanding for more than 90 days will be forfeited.

Credit note: The Rebate will be paid to the partner's SAP ID for:

- a) Partners transacting in the subsidiary with Microsoft signed contracts in the subsidiary: Payment will be made to the SAP ID in the agreement signed with the subsidiary.
- b) Partners transacting in the subsidiary with Microsoft signed contracts in the ROC (Regional Operating Center): Payments will be made to their SAP ID in the agreement signed with the ROC.

Wire transfer (for those partners whom we don't have a direct contractual relationship with.): The Rebate or Fee will be paid by a 3rd party payment company or by Microsoft and may be converted from US Dollars to local currency.

Participant may be invited by Microsoft to a secure site for submitting banking details. Valid banking details are required for Microsoft to pay the Rebate amount. Failure to submit or correct banking details after the 3rd notification will result in claim being cancelled and funds forfeited. The recipient nominated in the banking details must be a company. The company name must be the same as the name of the Participant making a claim under this Program. Registration with personal banking details instead of a company banking details will result in claims being rejected. If any registration requirement is incomplete, a Partner cannot earn a pay-out in the program.

Participant must be 100% payment compliant for all non-disputed invoices at the end of the campaign to earn incentive payments. Payment compliance means that Participant's open account with Microsoft is current at all times.

5. EXCLUSION WHERE PARTICIPANT'S AFFILIATES ARE PARTICIPANT'S CUSTOMERS

This Agreement does not apply to and Participant will not request or accept any payment from Microsoft under this Agreement associated with the sale, license or deployment of Microsoft Products to any customers of the Participant that are also an Affiliate of the Participant or where Participant it owes an agency or fiduciary duty, contractual or legal in nature, related to the services that have allowed Participant to meet a milestone.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall Microsoft or any of its affiliates be liable for any damages or losses whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence and for any other pecuniary or other loss whatsoever) arising out of or in any way related to a party's participation in the Program, even if Microsoft has been advised of such damages, and even in the event of fault, tort (including negligence) or strict or product liability or misrepresentation. Unless there is an event giving rise to additional liability under applicable law, Microsoft's and its affiliates' liability is limited to the total amount payable to the party via a credit memo, arising out of the specific Program out of which the claim arose.

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Additional Program Terms for APAC CSP INDIRECT PROVIDERS RESELLER EXPANSION CAMPAIGN FOR NEW ZEALAND, SINGAPORE AND MALAYSIA

“Affiliate” means any legal entity that owns, is owned by, or that is under common ownership with Participant or Microsoft. Ownership means control of more than a 50% interest.

“Distributor” means a distributor who is authorised by Microsoft to sell Eligible Products pursuant to a Microsoft channel agreement.

“Customer” means any legal entity (other than Participant or its Affiliate(s)) within the Territory that acquires Licensed Offerings for use as an end user, and not for distribution or resale.

“Licensed Offerings” means Licensed Software, Hardware, Services, Documentation Components and Software Assurance collectively.

“Microsoft” means the applicable Microsoft entity determined in accordance with the MPN Agreement.

“Reseller” means an entity (other than Participant’s Affiliate(s)) within the Territory that purchases Licensed Offerings for resale directly to Customers.

“Territory” as stated in the general offer terms.

Program Summary: Reward CSP Indirect Providers for net new Inspire and Optimize resellers transacting O365 and Azure under CSP motion in FY20-H1.

Program Details and Purpose: From 1 July 2019 to 31 December 2019, Microsoft CSP Indirect Providers will receive incentive for each incremental “Inspire” and “Optimize” reseller (net of churn) who transacts during the campaign period. Incremental resellers must be net new reseller to Microsoft. Acquisition of reseller from another CSP Indirect Provider will be disqualified.

Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Effective date	1 July 2019 – 31 December 2019	Program is applicable during the eligibility dates only – inclusive of both the days.
Customer segment	SMB	SM&C Commercial – SMB; SM&C Government – SMB; and SM&C Education - SMB
Partner Types	Authorized CSP Indirect Providers	Authorized CSP Indirect Providers with an active MPN membership, and a valid Cloud Distributor Agreement To be eligible to earn under this program the partner must satisfy all the requirements defined above under “COMPANY ELIGIBILITY”.
Pricing Level, Licensing Programs, Purchase Type, Rev Sum Division, Billing Option	Cloud Solution Provider (CSP) pricing level Licensing Program: CSP Rev Sum Divisions: Azure Standalone and all O365 RSDs	Eligible Products include: Azure Standalone, O365 Business Premium, O365 Core – M365 Business, O365 Core – M365 E3, O365 Core – M365 F1, O365 E3/E4 Suites, O365 E5 – M365, O365 E5 - Security/Analytics, O365 E5 Skype for Business Voice, O365 E5 Suites, O365 Kiosk, O365 Standalone Office Commercial, O365 Standalone Server, O365 Suites without Office, and Project Cloud sold via CSP model
Sales Criteria	CSP Sales by CSP Reseller to end customers with minimum \$600	CSP Indirect Providers will receive an incentive award for driving incremental Eligible CSP Resellers. To be an Eligible CSP Reseller, the following criteria must be fulfilled:

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Criteria	Eligibility	Details
	<p>annualized billing or average \$50 monthly billings maintained for 3 months</p>	<ul style="list-style-type: none"> • Be a "Recruit & Activate", "Inspire" and/or "Optimize" (collectively "SureStep") reseller, as defined below, who transacts CSP cloud sales in Eligible Products during the campaign period via the Authorized CSP Indirect Provider. • Incremental resellers is determined by the increase in SureStep resellers from 30 June 2019 to 31 December 2019. Increase in SureStep reseller will be determined by comparing the reseller reach on 30 June 2019 and 31 December 2019 based on the information collected in Microsoft Maester reporting cube, a Microsoft internal records system. • "Recruit & Activate" resellers must be net new reseller to Microsoft; ie have not transacted with any authorised CSP Indirect Provider prior to 1 July 2019. For the avoidance of doubt, the acquisition of reseller from another CSP Indirect Provider will not be considered net new • In the event a Reseller transacts via more than one Indirect Provider, the qualifying Indirect Provider is the one with the highest transacted revenue. • must maintain an annualized billing or minimum of 3 consecutive monthly billings with customer. Only paid seats are eligible. <p>Microsoft reserves the sole discretion to determine whether a reseller is considered an Eligible CSP Reseller under this program.</p>
<p>Incentive Award</p>	<p>Incentive award is based on each incremental reseller by SureStep activation type on 31 December 2019 (as per Microsoft Maester reporting cube); which will be one of the following:</p> <ol style="list-style-type: none"> (1) Inspire (2) Optimize <p>"Recruit & Activate" resellers must be Net New ie have not transacted with any authorized CSP</p>	<p>O365 - USD\$500 to \$700 per incremental reseller</p> <ul style="list-style-type: none"> • Inspire – USD\$500 for each incremental reseller • Optimize – USD\$700 for each incremental reseller <p>Azure - USD\$700 to \$1,000 per incremental reseller</p> <ul style="list-style-type: none"> • Inspire – USD\$700 for each incremental reseller • Optimize – USD\$1,000 for each incremental reseller <p>Funds in this Program are strictly limited, and Incentive Awards will be allocated on a first come, first served basis. If the Incentive Awards are exhausted before the end of the campaign period, Microsoft may, in its discretion, inform Participants of the same.</p> <p>For an eligible transaction to be included in the incentive calculation, it must have been recorded in the Microsoft internal sales tools during the relevant program period.</p>

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Criteria	Eligibility	Details
	Indirect Provider prior to 1 July 2019.	
Payment	Wire Transfer Frequency: End of campaign	<p>Eligible partners who earned incentive will be paid within 90 days of the conclusion of the relevant payment period.</p> <p>For more information regarding the determined payment method refer to "PAYMENTS" section above.</p> <p>For payment-related questions contact erebates@microsoft.com</p>
Thresholds	<p>Maximum payout USD\$100,000</p> <p>Minimum payout USD\$200</p>	<p>The maximum pay-out Indirect Providers will receive from Microsoft in each subsidiary is USD\$100,000. The minimum pay-out is set at USD\$200. If an Indirect Provider earns less than USD\$200 or the equivalent in local currency during the full campaign term, the incentive amount will be forfeited.</p>
SureStep Definitions	<p>SureStep Activation Type definition are accurate as of the date these terms and conditions are published.</p> <p>The definitions may be subject to change by Microsoft.</p>	<p>O365 Recruit & Activate – 1 to 75 net seat adds trailing twelve months ("TTM") Inspire – 75 to 600 net seat adds TTM Optimize – 600+ net seat adds TTM</p> <p>Azure Recruit & Activate – 1 to 3 net customer adds TTM (>\$100 ACR per month) Inspire – 4 to 9 net customer adds TTM (>\$100 ACR per month) Optimize – 10+ net customer adds TTM (>\$100 ACR per month) or 4-9 net customer adds TTM (>\$1000 ACR per month)</p>