

FY20 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")
FOR
[COM1858] -New Zealand and Singapore CSP INDIRECT PROVIDERS ACCELERATION CAMPAIGN
("Program")

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

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

- **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.

- **TERM**

The Program term begins on 1 August 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.

- **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 by 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/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 and Singapore ("Territory").

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- **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 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.

- **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.

- **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

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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 CSP INDIRECT PROVIDERS ACCELERATION CAMPAIGN

“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 driving cloud sales for specified Microsoft products (see below) through the Indirect CSP sales model.

Program Details and Purpose: From 1 August 2019 to 31 December 2019, authorized Microsoft CSP Indirect Providers will receive incentive for driving sales of specified Microsoft cloud products through the Indirect CSP channel during the campaign period.

Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Effective date	1 August 2019 – 31 December 2019	Program is applicable during the eligibility dates only – inclusive of both the days.
Customer segment	All segments	All segments
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 selected O365 RSDs	Eligible Products include: <ul style="list-style-type: none"> • Azure Standalone • O365 Core – M365 Business, O365 Core – M365 E3, O365 Core – M365 F1, O365 E5 – M365 E5, EMS Core - M365 Business, EMS Core - M365 E3, EMS Core - M365 F1, EMS E5 - M365 E5, Windows E5 - M365 E5, Windows Core - M365 Business, Windows Core - M365 E3, Windows Core - M365 F1, Power BI Suites - M365

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Criteria	Eligibility	Details
		See Eligible Product List for detailed eligible products by country.
Sales Criteria	Revenue Based Incentive: Incentive Calculation will be based on Billed Revenue	<p>CSP Indirect Providers will receive an incentive award for Billed Revenue achieved during the campaign period for qualifying products as set out in "Detailed Eligibility Criteria" noted in these T&Cs.</p> <p>Eligible revenue is determined by Microsoft's internal sales tools as invoiced sales of qualifying products during the campaign period.</p>
Incentive Award	<p>Incentive rates differ by product and country.</p> <p>Refer to Detailed Eligibility Criteria for details.</p>	<p>Incentive award is calculated based on Billed Revenue achieved during the campaign period multiplied by the incentive rate for qualifying products as set out in "Detailed Eligibility Criteria" noted in these T&Cs.</p> <p>Partners eligibility is determined at the Location MPN ID level. For clarity, where an eligible partner has multiple TPID's, the associated revenue will be aggregated prior to performing the incentive calculation.</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>
Payment	<p>Wire Transfer</p> <p>Payment Frequency: End of campaign</p>	<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>Minimum threshold: USD\$200 per partner</p> <p>Maximum threshold: USD\$100,000 per partner</p>	<p>The maximum pay-out Indirect Providers will receive from Microsoft in each subsidiary is USD\$100,000.</p> <p>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>
Rebate Activities/ Documentation	N/A	<p>During the Term of this Program, Participant will perform the following rebate activities ("Rebate Activities"):</p> <p>N/A</p>

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Detailed Eligibility Criteria

Credited Sales Location	Eligible Products (Rev Sum Division)	Incentive Rate	Eligible Licensing Type/Pricing Level
New Zealand, Singapore	Azure Standalone O365 Core – M365 Business, O365 Core – M365 E3, O365 Core – M365 F1, O365 E5 – M365 E5, EMS Core - M365 Business, EMS Core - M365 E3, EMS Core - M365 F1, EMS E5 - M365 E5, Windows E5 - M365 E5, Windows Core - M365 Business, Windows Core - M365, E3, Windows Core - M365 F1, Power BI Suites - M365	5% of Billed Revenue 10% of Billed Revenue	Only sales through Indirect CSP motion only. Pricing Level: CSP