

# FY20 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")  
FOR

[COM1799] -MEA CSP- Microsoft 365 New customer Adds for Direct and Indirect Resellers ("**Program**")

OFFERED BY MS ROC ("**Microsoft**") and/or

OFFERED BY MS Subsidiary ("**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 15-07-2019 and ends on 31-12-2019 ("**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 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.

#### 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 is set at: **\$1000**. If Participant accrues less than the minimum pay-out amount, Participant will forfeit the unpaid rebate amount.

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

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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 MEA CSP- Microsoft 365 New customer Adds for Direct and Indirect Resellers

**“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”** All MEA Subsidiaries.

**Program Summary:** Pay Incentive payment to Direct Partners and Indirect Resellers when selling a minimum of 25 seats, or 100 Seats, or 300 seats of Microsoft 365, per new customer, **from the first transactional Month**, during campaign period.

**Program Details and Purpose:** Reward CSP Direct Partners, Indirect Resellers, to increase the number of “Customer Adds”, transacting on Microsoft 365, through CSP motion

#### Detailed Eligibility Criteria:

Criteria	Eligibility	Details
<b>Effective date</b>	15 <sup>th</sup> of July 2019 – 31st of December 2019	Program is applicable during the eligibility dates only – inclusive of both the days.
<b>Customer segment</b>	All Customers Segments	All Customers Segments For purposes of this program, customers will be identified by Customer TPID
<b>Partner Types</b>	<ul style="list-style-type: none"> <li>• All MEA CSP Direct Partners and Indirect Resellers</li> <li>• All Partners must be Enrolled on Incentive Tools</li> </ul>	<ul style="list-style-type: none"> <li>• All MEA CSP Direct Partners and Indirect Resellers</li> <li>• All MEA CSP Partners must be Enrolled on Incentive tools. <i>Incentive Tool is the primary tool used to calculate and report all CSP incentive earnings. Partner Financial information (Bank and tax Information) is required for Microsoft to send payments, and for partners to receive their earned incentive</i></li> </ul> <p>To be eligible to earn under this program the partner must satisfy all the requirements defined above under “COMPANY ELIGIBILITY”.</p>
<b>Pricing Level, Licensing</b>	Cloud Solution Provider	Cloud Solution Provider

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Criteria	Eligibility	Details
<b>Programs, Purchase Type, Rev Sum Division, Billing Option</b>	<ul style="list-style-type: none"> <li>Microsoft 365 Business</li> <li>Microsoft 365 E3</li> <li>Microsoft 365 E5</li> </ul> <p>Billing Option: All</p>	<ul style="list-style-type: none"> <li>Microsoft 365 Business</li> <li>Microsoft 365 E3</li> <li>Microsoft 365 E5</li> </ul> <p>Billing Option: All</p>
<b>Sales Criteria</b>	<p>All MEA CSP Direct Partners and Indirect Resellers must be Enrolled on PIEX.</p> <p>Partners will receive incentive payment for each Net New customer Add, transacting on Microsoft365. Each Net New customer seat add (During campaign period) ranging between:</p> <ul style="list-style-type: none"> <li>25 to 99 seats, partner receives an incentive payment of \$1000.</li> <li>100 to 299 seats, partner receives an incentive payment of \$2000.</li> <li>300+ seats, partner receives an incentive payment of \$4000.</li> </ul>	<p><b>Campaign Net New Customer Add Definition:</b></p> <p>A net new customer is defined as a customer (TPID) with no invoiced revenue under CSP for Office365 and Microsoft 365, applied in the previous 12-month period prior to transaction date.</p>
<b>Incentive Award</b>	<p>All MEA CSP Direct Partners and Indirect Resellers must be Enrolled on <b>Incentive Tools</b>.</p> <p>Partners will receive incentive payment for each Net New customer Add, transacting on Microsoft365. Each Net New customer seat add (During campaign period) ranging between:</p> <ul style="list-style-type: none"> <li>25 to 99 seats, partner receives an incentive payment of \$1000.</li> <li>100 to 299 seats, partner receives an incentive payment of \$2000.</li> <li>300+ seats, partner receives an incentive payment of \$4000.</li> </ul>	<p>Minimum threshold of number of Seats in the <b>first transactional Month</b> is 25 seats+, or 100+ seats, or 300+ seats, per new customer, during campaign period.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. In case a Customer transacting with multiple Partners, during campaign period, the partner with the first landing Net New customer transaction within threshold ranges, will be rewarded.</li> <li>2. Customers moving from Office 365 to Microsoft 365, are not considered as Net New customers.</li> <li>3. Earnings will be calculated based on number of seats captured at the end of every month.</li> <li>4. Partner upselling <b>Month-Over-Month</b>, during campaign period, will not be rewarded on the added units.</li> </ol> <p><b>The first landing transactional Month</b> should be 25+ seats, or 100+ seats, or 300+ seats.</p>

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		<p><b>Upselling Scenarios:</b></p> <p><b>Scenario 1:</b> Customer A transacts 20 seats in July 2019, and adds more 5 seats in August 2019, total number Seats become 25 seats, partner will not receive incentives, because Customer A did not hit the 25 seats from the <b>first transactional Month</b> during campaign period.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th>Customer A</th> <th>July</th> <th>August</th> <th>Total Seats</th> </tr> </thead> <tbody> <tr> <td>#Seats</td> <td>20 seats</td> <td>5 seats</td> <td>25 seats</td> </tr> <tr> <td>Incentive \$</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </tbody> </table> <p><b>Scenario 2:</b> Customer A hits the first threshold range (25-99 seats) and during campaign period, Customer A adds more seats and hits the second threshold range (100-299), Partner will be incentivized based on first range.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th>Customer</th> <th>July</th> <th>August</th> <th>Totals</th> </tr> </thead> <tbody> <tr> <td>#seats</td> <td>25 seats</td> <td>100 seats</td> <td>125 Seats</td> </tr> <tr> <td>Incentive</td> <td>\$1000</td> <td>\$0</td> <td>\$1000</td> </tr> </tbody> </table> <p><b>Scenario 3:</b> Customer A transacts with Partner X and Partner Y. If Partner X sells to customer A, 20 Seats in July 2019, and Partner Y sells 100 seats to same Customer A, in August 2019, no partners will be rewarded.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th>Customer A</th> <th>Jul</th> <th>Aug</th> <th>Total Seats</th> <th>Incentive</th> </tr> </thead> <tbody> <tr> <td>Partner X</td> <td>20 seats</td> <td>0</td> <td>20 seats</td> <td>\$0</td> </tr> <tr> <td>Partner Y</td> <td>0</td> <td>100 Seats</td> <td>100 Seats</td> <td>\$0</td> </tr> </tbody> </table> <p><b>Scenario 4:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f4a460;"> <th>Customer A</th> <th>17<sup>th</sup> July</th> <th>18<sup>th</sup> July</th> <th>Totals</th> <th>Incentive</th> </tr> </thead> <tbody> <tr> <td>Partner X</td> <td>20 seats</td> <td>5 seats</td> <td>25</td> <td>1000</td> </tr> <tr> <td>Partner Y</td> <td>0</td> <td>40</td> <td>40</td> <td>0</td> </tr> </tbody> </table> <p>4. Any reversals taking place during the 60 days after campaign end date may result reducing the incentive pay-out.</p>	Customer A	July	August	Total Seats	#Seats	20 seats	5 seats	25 seats	Incentive \$	\$0	\$0	\$0	Customer	July	August	Totals	#seats	25 seats	100 seats	125 Seats	Incentive	\$1000	\$0	\$1000	Customer A	Jul	Aug	Total Seats	Incentive	Partner X	20 seats	0	20 seats	\$0	Partner Y	0	100 Seats	100 Seats	\$0	Customer A	17 <sup>th</sup> July	18 <sup>th</sup> July	Totals	Incentive	Partner X	20 seats	5 seats	25	1000	Partner Y	0	40	40	0
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<b>Payment</b>	<p>Wire Transfer</p> <p>Incentive earnings will be transferred 90 days after campaign end date.</p>	<p>For more information regarding the determined payment method refer to "PAYMENTS" section above.</p> <p>For payment-related questions contact <a href="mailto:erebates@microsoft.com">erebates@microsoft.com</a></p>																																																						

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Criteria	Eligibility	Details
<b>Thresholds</b>	Minimum incentive earning threshold: \$1000 per partner.	Minimum incentive earning threshold: \$1000 per partner.

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### ELIGIBLE PRODUCT LIST

Product	Sales Criteria (USD)	Total Incentive Award (USD)
<ul style="list-style-type: none"> <li>• O365 Core - M365 Business</li> <li>• O365 Core - M365 E3</li> <li>• O365 E5 - M365</li> <li>• Windows Core - M365 E3</li> <li>• Windows Core - M365 Business</li>   <li>• Windows E5 - M365 E5</li> <li>• M365 E5 - Studios</li> <li>• M365 E3 - Studios</li> <li>• EMS Core - M365 Business</li> <li>• EMS Core - M365 E3</li> <li>• EMS E5 - M365 E5</li> </ul>	<p>Microsoft 365 New Customer Add.</p>	<p>All MEA CSP Direct Partners and Indirect Resellers must be Enrolled on Incentive Tools.</p> <p>Partners will receive incentive payment for each Net New customer Add, transacting on Microsoft365.</p> <p>Each Net New customer seat add (During campaign period) ranging between:</p> <ul style="list-style-type: none"> <li>• 25 to 99 seats, partner receives incentive payment of \$1000.</li> <li>• 100 to 299 seats, partner receives incentive payment of \$2000.</li> <li>• 300+ seats, partner receives incentive payment of \$4000.</li> </ul>