

FY18 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")
FOR
CEE DYNAMICS 365 CSP CAMPAIGN ("**Program**")

OFFERED BY MIOL (MICROSOFT EOC) ("**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, including the Microsoft Channel Incentive Agreement incorporated therein (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 are subject to local requirements and may vary by jurisdiction, and Participant retains sole discretion to set pricing for sales of applicable products.

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 February 1, 2018 and ends on September 30, 2018 ("**Term**"). Microsoft may update, change, cancel or terminate the Program or the Term or any portion of these Program Terms by posting an update on the Incentive portal or otherwise communicating the change to Participants.

3. COMPANY ELIGIBILITY

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

1. Have an active MPN membership.
2. Remain in compliance with the Program Terms.
3. 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.
4. Provide any required reporting set forth below directly to Microsoft (or its designated third party) by the stated deadline.
5. If requested, provide acceptable proof of performance to Microsoft (or its designated third-party) by the stated deadline.
6. 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.
 - CSP Direct Partner and CSP Indirect Reseller
 - Territory CEE consists of the following countries: Albania, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Georgia, Greece, Hungary, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Macedonia (FYROM), Malta, Moldova, Mongolia, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan.

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- Territory EU EFTA consists of the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.
- While participating partners in CEE and EU-EFTA are eligible, this program is designed to create business opportunities in CEE and is intended for partners and end customers based in CEE

1. 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: \$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 20 000 USD.

Microsoft Service Level Agreement for payouts is 90 days. 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. 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 will be paid by a 3rd party payment company or by Microsoft and may be converted from US Dollars to local currency

Any rate of conversion will be based on the closing daily FX rates by Microsoft at the end of the campaign end-date.

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.

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

7. PRIVACY

The information submitted by Participant when participating in the Program may include phone numbers, email address, ID number and other personal information of Participant's employee(s) ("Personal Information"). Microsoft will only use Personal Information in accordance with applicable data protection

laws and regulations and Microsoft's privacy policy referred to below, for the purposes of administering Participant participation in the Program. For more details on Microsoft's privacy policy, please see: <http://www.microsoft.com/privacystatement/en-us/core/default.aspx?componentid=pspCommunicationModule&View=description>.

8. **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 CEE DYNAMICS 365 CSP 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: Drive new D365 sales by offering 25% rebate on targeted Dynamics 365 sales during the campaign period to eligible CSP partners.

Program Details and Purpose: The purpose of this campaign is to drive Dynamics Partners selling Dynamics solutions through the CSP model, get net new Dynamics 365 customers and move on-premise to D365 cloud.

Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Effective date	February 1, 2018 to September 30, 2018	Campaign starts February 1, 2018 and ends on September 30, 2018
Customer segment	All customer segments	End customers from all segments are eligible
Partner Types	CSP Indirect Resellers and CSP Direct Partners	<p>Eligible Partners are partners who attain one of the following competencies at Silver/ Gold level before the end of the campaign period:</p> <ul style="list-style-type: none"> Enterprise Resource Planning Windows & Devices Enterprise Mobility Management Cloud Customer Relationship Management Cloud Productivity Data Analytics Cloud Platform Small & Midmarket Solutions Data Platform

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Licensing Programs, Order Types, Product	CSP (Cloud Solution Provider) Program	The following Dynamics 365 Applications under the CSP program are eligible: <ul style="list-style-type: none"> - Dynamics 365 Customer Engagement Plan - Dynamics 365 Unified Operations Plan - Dynamics 365 Plan - Dynamics 365 for Sales, Customer Service, Field Service, Project Service Automation, Operations, Retail, Talent, Team Members
Sales Criteria	Sales Criteria Details	<ul style="list-style-type: none"> • Any net new customers who have not previously purchased Dynamics 365 via CSP prior to the start of the campaign and/or existing customers adding new D365 applications not previously ordered via CSP before February 1st, 2018. • Threshold for Net New customers: minimum \$5,000 USD Dynamics 365 revenue per eligible tenant billed during the campaign period • Threshold for Existing customers: minimum \$5,000 USD Dynamics 365 revenue per newly ordered eligible D365 applications per tenant billed during the campaign period • Subscriptions must be billed and remain active through the incentive calculation date which happens 60 days after the campaign period.
Incentive Award	25%	25% of eligible billed revenue during campaign period
Payment	Payment at the end of the campaign	Payment will happen 90 days after campaign end date (September 30, 2018) via wire transfer.
Thresholds & Requirements	Minimum and Maximum Thresholds apply	<ul style="list-style-type: none"> • The minimum pay-out per participant will be \$200. • The maximum pay-out Participant will receive is \$20,000 per campaign.

