

Supplemental Offer Terms Guide to the Online Services Subscriptions and Software Channel Authorization

This Supplemental Offer Terms Guide to the Online Services Subscriptions and Software Channel Authorization (“**Guide**”) provides additional requirements and guidelines regarding the resale and distribution of certain Products in the Territory and is additive to the Guide to the Online Services and Software Authorization (“**OLS+SW Guide**”). All terms used but not defined herein will have the meaning given to them in the Online Services Subscriptions and Software Channel Authorization (the “**Channel Authorization**”).

General Channel Authorization Terms and Conditions

1. Additional Business Policies for Products.

- (a) **Partner Earned Credit.** Partner may earn a credit off invoice for eligible Products based on requirements and the calculation methodology determined by Microsoft and specified on the Price List and “Partner Earned Credit Offer Details” on the Portal, as updated from time to time (a “Partner Earned Credit”). Partner Earned Credits are for the benefit of Partner and are not subject to discount pass through obligations.

Microsoft will adjust Partner Earned Credits based on returns, errors, or other adjustments to an invoice for the associated Products. If there is a discrepancy, dispute, or error regarding the amount of Partner Earned Credit, Microsoft and Partner will resolve the amount earned through the process described for invoicing discrepancies, disputes, and errors.

Microsoft may calculate Partner Earned Credits based on activities of and information from Partner, Resellers, and Customers. Partner will provide Microsoft with timely, accurate, and complete information needed to determine the amount of Partner Earned Credit and will not misidentify, manipulate, fail to update, or otherwise misrepresent actions or information that may impact the amount of Partner Earned Credit. Partner will promptly notify Microsoft if they become aware of any actions or information that may result in incorrect calculations of the Partner Earned Credit. If Partner or its Resellers breach the obligations in this Agreement, Microsoft may, in addition to any other remedies: (i) invoice Partner for incorrectly calculated credits and Partner will pay those amounts; and (ii) limit or eliminate Partners’ eligibility for future Partner Earned Credits.

Invoicing Currency. For Microsoft Azure plans, prices will be in United States dollars and invoiced in the currency applicable to the Customer location.