

# Campaign Terms FY21

CAMPAIGN AGREEMENT ("Campaign Agreement")  
FOR  
LC000901 -CEE FY21 – Cloud Customer Acquisition Campaign – CSP Direct Bill Partners and CSP  
Indirect Resellers ("**Program**")

OFFERED BY Microsoft Ireland Operations Limited ("**Microsoft**") and/or

OFFERED BY Microsoft ("**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 \(https://assetsprod.microsoft.com/country-specific-provisions-mpn.pdf\)](https://assetsprod.microsoft.com/country-specific-provisions-mpn.pdf), 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 July 1, 2020 and ends on June 30, 2021 ("**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.

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- 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. Exception allowed for new CSP partners and Unmanaged Resellers who meet eligibility requirements at least one month prior to Program end date.
- Eligible partners are CSP Direct Bill Partners and CSP Indirect Resellers eligible to the global CSP Direct Bill Partner and/or CSP Indirect Reseller Incentive Programs by start date of the campaign. Those Partners must also meet these criteria by one month prior to the Program end date. Eligibility criteria for global CSP Direct Bill Partners and/or CSP Indirect Resellers Incentive Program are defined in respective program guide available at: <http://aka.ms/partnerincentives>.
- This program is designed to create business opportunities in CEE and to target eligible partners and customers based in CEE. Eligible partners with MPN locations in CEE will be enrolled in this Program automatically, however partners with MPN locations in EU/EFTA but not in CEE, need to register for this campaign by contacting [erebates@microsoft.com](mailto:erebates@microsoft.com).
- 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, United Kingdom.
- Central Eastern Europe (CEE) consists of the following countries: Albania, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Georgia, Greece, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Lithuania, Macedonia (FYROM), Malta, Moldova, Mongolia, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan.

#### 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: 200 USD.** 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.** This campaign is subject to a limited budget. Once the budget is utilized, Microsoft has the right to stop the campaign at any time by sending an email to the eligible Participant.

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 with whom we don't have a direct transactional relationship): 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 from start of program until payment has been issued. If partner does not adhere to this payment compliance requirement, they will forfeit any incentive payment under this program. 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

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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 FY21 – Cloud Customer Acquisition Campaign – CSP Direct Bill Partners and CSP 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”** means the geographic area in which Participant is authorized by Microsoft to distribute the Eligible Products during the term of the campaign.

**Program Summary:** Eligible CSP Direct Bill Partners and CSP Indirect Resellers will receive 200 USD incentive award for each new Cloud Customer Adds during July 01, 2020 – June 30, 2021 - see conditions below.

**Program Details and Purpose:** Program details are outlined in the below table.

**New Customer is defined as:** New or an existing Customer (based on Customer TPID) that does not have any CSP cloud revenue generated prior the campaign period (July 1, 2019 – June 30, 2020). The Customer should be new for the Partner.

#### **Detailed Eligibility Criteria:**

Criteria	Eligibility	Details
<b>Effective date</b>	July 1, 2020 – June 30, 2021	Program is applicable during the eligibility dates only – inclusive of both the days. Territories of CEE and EU/EFTA are defined above under “COMPANY ELIGIBILITY”.
<b>Participant Territory</b>	CEE and EU/EFTA	Territories of CEE and EU/EFTA are defined above under “COMPANY ELIGIBILITY”.

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Criteria	Eligibility	Details
<p><b>Customer segment and location</b></p>	<p>All Commercial and Public Sector Customers.</p>	<p>Eligible partners with MPN locations in CEE will be enrolled in this Program automatically, however Partners with MPN locations in EU/EFTA but not in CEE, need to register for this campaign by contacting erebates@microsoft.com.</p> <p><b>Eligible customer segments:</b></p> <p>1) <b>Commercial Customers:</b></p> <ul style="list-style-type: none"> <li>• Commercial Enterprise,</li> <li>• Strategic Enterprise,</li> <li>• Small, Medium &amp; Corporate Commercial.</li> </ul> <p>2) <b>Public Sector Customers:</b></p> <ul style="list-style-type: none"> <li>• Public Sector Enterprise,</li> <li>• Strategic Public Sector,</li> <li>• Small, Medium &amp; Corporate Education,</li> <li>• Small, Medium &amp; Corporate Government.</li> </ul> <p><b>This Program is designed to create business opportunities and to target end customers based in CEE.</b></p> <p>CEE consists of the following countries: Albania, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Georgia, Greece, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Lithuania, Macedonia (FYROM), Malta, Moldova, Mongolia, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan.</p>
<p><b>Partner Types</b></p>	<p>CSP Direct Bill Partners and/or CSP Indirect Resellers</p>	<p>Eligible partners are CSP Direct Bill Partners and/or CSP Indirect Resellers eligible to the global CSP Direct Bill Partner and/or CSP Indirect Reseller Incentive Programs by start date of the campaign. Those Partners must also meet these criteria by one month prior to the Program end date. Eligibility criteria for global CSP Direct Bill Partner and CSP Indirect Reseller Incentive Programs are defined in respective program guide available at: <a href="http://aka.ms/partnerincentives">http://aka.ms/partnerincentives</a> .</p> <p>Eligible partners with MPN locations in CEE will be enrolled in this Program automatically, however</p>

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Criteria	Eligibility	Details
		<p>partners with MPN locations in EU/EFTA but not in CEE, need to register for this campaign by contacting <a href="mailto:erebates@microsoft.com">erebates@microsoft.com</a>.</p> <p>Territories of CEE and EU/EFTA are defined above under "COMPANY ELIGIBILITY".</p> <p>To be eligible to earn under this program the partner must satisfy all the requirements defined above under "COMPANY ELIGIBILITY".</p>
<p><b>Pricing Level, Licensing Programs, Purchase Type, Rev Sum Division, Billing Option</b></p>	<p>[See in column "Details"]</p>	<p>[Licensing Program: Cloud Solution Provider (CSP) Eligible products: all products Billing Option: all (monthly and annual billing)]</p>
<p><b>Sales Criteria</b></p>	<p>New Customer Adds</p>	<p>The incentive applies after the Partner reaches the <b>minimum threshold</b> of 10 new Customer Adds during the campaign period. For each new Customer added, after the minimum threshold of 10 new Customers, Partner will receive a 200 USD incentive.</p> <p><b>Maximum pay-out</b> for Participants is capped at 20,000 USD during the campaign period. Incentive will be paid after meeting the sales criteria in two payment cycles during the campaign period:</p> <p><b>1st payment cycle:</b> July 1, 2020 – December 31, 2020 <b>2nd payment cycle:</b> January 1, 2021 – June 30, 2020.</p>
<p><b>Incentive Award</b></p>	<p>Incentives for the CSP New Customer Adds</p>	<p>The participant will receive \$200 incentive for every New Customer added after meeting the criteria of 10 New Customer added during the program period.</p> <p>Earning examples – please see <a href="#">Appendix 1</a> at the bottom of the page.</p> <p>Partners eligibility is determined at the country level. For clarity, where an eligible partner has multiple TPID's, the associated revenue will be aggregated prior to performing the incentive calculation.</p>

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Criteria	Eligibility	Details
		<p>Microsoft will verify reseller added Customers are still active 30 days after the end of the campaign at the time of payment cycle.</p> <p>Note: This Program is running on top of other incentive programs that partner is eligible for.</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>
<b>Payment</b>	<p>Payment Method - Wire Transfer</p> <p>Payment Frequency: Two payment cycles defined in Sales Criteria section</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 <a href="mailto:erebates@microsoft.com">erebates@microsoft.com</a></p>
<b>Thresholds</b>	See in column "Details"	<p>Minimum and maximum Threshold are defined by the #of Customer Adds:</p> <p><b>Minimum number of New Customer adds</b> for Participant is 10 New Customers added during the program period. If Participant accrues less than the minimum pay-out amount, Participant will forfeit the unpaid rebate amount.</p> <p><b>Maximum number of New Customer adds</b> for Participant is 110 New Customers added during the program period.</p> <p>This campaign is subject to a limited budget. Once the budget is utilized, Microsoft has the right to stop the campaign at any time by sending an email to the eligible Participant.)</p>
<b>Rebate Activities/ Documentation</b>	See in column "Details"	<p>During the Term of this Program, Participant will perform the following rebate activities ("<b>Rebate Activities</b>"):</p>



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Criteria	Eligibility	Details
		<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. Eligible revenue is determined by Microsoft's internal sales tools as invoiced sales of qualifying products during the earning period.</p>

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### Appendix 1 – Earning examples

Note: The table below shows incentive calculation methodology for example purposes only. All details, including eligibility criteria, are described in Terms & Conditions above.

Incentive Earning Example 1	FY21 H1	FY21 H2
<b>Number of Customer Adds</b> <i>(Cumulative)</i>	15	25
<b>Is Minimum Threshold of 10 New Customer Adds Achieved?</b>	Yes	Yes
<b>Number of New Customer Adds Above the Min Threshold</b>	5	10
<b>Incentive Award per semester</b>  <i>Note: Maximum pay-out amount for Participant for the whole eligible campaign period is capped at: 20 000 USD.</i>	$5 * \$200 = \$1\ 000$	$10 * \$200 = \$2\ 000$
<b>Total Incentive FY21</b>  <i>Note: Minimum pay-out amount for Participant is set at: 200 USD.</i>	<b>\$3 000</b>	

Note: This Program is running on top of other incentive programs that partner is eligible for.

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Note: The table below shows incentive calculation methodology for example purposes only. All details, including eligibility criteria, are described in Terms & Conditions above.

<b>Incentive Earning Example 2</b>	<b>FY21 H1</b>	<b>FY21 H2</b>
<b>Number of Customer Adds</b> <i>(Cumulative)</i>	9	30
<b>Is Min Threshold of 10 New Customer Adds Achieved?</b>	<b>No</b>	<b>Yes</b>
<b>Number of New Customer Adds Above the Min Threshold</b>	0	20
<b>Incentive Award per semester</b>  <i>Note: Maximum pay-out amount for Participant per eligible campaign period is capped at: 20 000 USD.</i>	\$0	20 * \$200 = <b>\$4 000</b>
<b>Total Incentive FY21</b>  <i>Note: Minimum pay-out amount for Participant is set at: 200 USD.</i>	<b>\$4 000</b>	

Note: This Program is running on top of other incentive programs that partner is eligible for.