

# FY20 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")  
FOR  
[LC000711-00] - CEE May – June 2020 - CSP Booster Incentive Campaign – CSP Indirect Providers  
("Program")

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

OFFERED BY N/A ("**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 **May 1, 2020** and ends on **June 30, 2020** ("**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. Exception allowed for new CSP partners and Unmanaged Resellers who meet eligibility requirements at least one month prior to Program end date.

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- Eligible partners are **CSP Indirect Providers eligible to the global CSP Indirect Provider Incentive Program** 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 Indirect Provider 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.
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#### 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: **12 000 USD**.

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

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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 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 May – June 2020 - CSP Booster Incentive Campaign – CSP Indirect Providers

**“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 Indirect Providers will receive 2,5% incentive award for CSP sales during May 01, 2020 – June 30, 2020.

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

#### Detailed Eligibility Criteria:

Criteria	Eligibility	Details
<b>Effective date</b>	May 01, 2020 – June 30, 2020.	Program is applicable during the eligibility dates only – inclusive of both the days.
<b>Participant Territory</b>	See in column “Details”.	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 <a href="mailto:erebates@microsoft.com">erebates@microsoft.com</a>  Territories of CEE and EU/EFTA are defined above under “COMPANY ELIGIBILITY”.
<b>Customer segment and location</b>	All Commercial and Public Sector Customers.	<b>Eligible customer segments:</b> 1) Commercial Customers: <ul style="list-style-type: none"> <li>● Commercial Enterprise,</li> <li>● Strategic Enterprise,</li> <li>● Small, Medium &amp; Corporate Commercial.</li> </ul> 2) Public Sector Customers: <ul style="list-style-type: none"> <li>● Public Sector Enterprise,</li> <li>● Strategic Public Sector,</li> </ul>

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Criteria	Eligibility	Details
		<ul style="list-style-type: none"> <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> 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>
<b>Partner Types</b>	CSP Indirect Providers.	<p>Eligible partners are <b>CSP Indirect Providers eligible to the global CSP Indirect Provider Incentive Program</b> 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 Indirect Provider Incentive Program 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 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>
<b>Pricing Level, Licensing Programs, Purchase Type, Rev Sum Division, Billing Option</b>	See in column "Details".	<p>Licensing Program: <b>Cloud Solution Provider (CSP).</b></p> <p>Eligible products: <b>all products.</b></p> <p>Billing Option: <b>all (monthly and annual billing).</b></p>
<b>Sales Criteria</b>	See in column "Details".	<p>Eligible partner will receive incentive award <b>for billed revenue coming from CSP sales during the Program effective period (May 1, 2020 – June 30, 2020) where partner is CSP Indirect Provider.</b></p> <p>Note: In case of billed revenue coming from CSP sales in annual billing, incentive award will be applied only for</p>

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Criteria	Eligibility	Details
		customers (tenants) that did not have monthly billings in CSP in the previous 12 trailing months (regardless of transacting Partner). This requirement will be applied for every month during campaign period and revenue in each month will be compared with 12 months before this selected month.
<b>Incentive Award</b>	See in column "Details".	<p>Provided sales criteria are met, eligible partners will receive <b>2,5% incentive award for eligible CSP revenue billed during the Program effective period (May 1, 2020 – June 30, 2020).</b></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> <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: <b>Wire Transfer.</b></p> <p>Payment Frequency: <b>End of campaign.</b></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><b>Total campaign thresholds:</b></p> <ul style="list-style-type: none"> <li>• <b>Minimum pay-out</b> amount for Participant is set at: <b>200 USD.</b> If Participant accrues less than the minimum pay-out amount, Participant will forfeit the unpaid rebate amount.</li> <li>• <b>Maximum pay-out</b> amount for Participant is set at: <b>12 000 USD.</b></li> </ul>
<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> <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>

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