

FY19 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")
FOR
FY19 Azure Data Center Migration Campaign for Direct CSP Partners ("**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 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 November 1, 2018 and ends on April 30, 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:

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.
 7. Be a CSP Direct Partner with one of the following MPN competencies at Silver/ Gold level:
Cloud Business Application, ISV, Windows & Devices, Enterprise Mobility Management, Cloud Customer Relationship Management, Cloud Productivity, Data Analytics, Cloud Platform, Small & Midmarket Solutions, Data Platform.
- Submit one or several Migration Opportunity Opt-In Forms ("**Opt-In Forms**") as described in Additional Program Terms below and get confirmation of acceptance of such Opt-In Forms

FY19 Campaign Terms

- Territory CEE consists of the following countries: Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Greece, Hungary, Latvia, Lithuania, Malta, Poland, Romania, Slovakia, Slovenia, Albania, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Georgia, Kazakhstan, Kosovo, Kyrgyzstan, Macedonia (FYROM), Moldova, Mongolia, Montenegro, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan.
- 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 CSP Direct Partners in CEE and EU-EFTA are eligible, this program is designed to create business opportunities in CEE and is intended for CSP Direct Partners based in CEE.

8. 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. Due to the campaign funds limitation, Microsoft reserves its right to stop accepting Opt-In Forms once the maximum campaign budget has been reached.

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:

1. 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.
2. 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.

FY19 Campaign Terms

3. **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>.

4. **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.

FY19 Campaign Terms

Additional Program Terms for FY19 Azure Data Center Migration Campaign for CSP Direct Partners

“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: The campaign offers an incentive to eligible partners successfully migrate approved customers from an existing non-Microsoft public cloud or on-premises data centre to Azure, via the Cloud Solution Provider (CSP) licensing program.

Partners will submit one or several Opt-In Forms and get confirmation on acceptance of such Forms. These opportunities are for Azure workloads via the CSP licensing program.

Program Details and Purpose: The Participant will earn a 18% incremental incentive on Azure consumed revenue during the campaign period for the opportunities specified in the accepted Opt-In Forms under the Terms of this Program.

Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Effective date	November 1, 2018 to April 30, 2019	Campaign start date is November 1, 2018 and end date April 30, 2019.
Customer segment	All segments	Customers from all segments are eligible
Partner Types	CSP Direct Partners	Be a CSP Direct Partner with one of the following MPN competencies at Silver/ Gold level: Cloud Business Application, ISV, Windows & Devices, Enterprise Mobility Management, Cloud Customer Relationship Management, Cloud Productivity, Data Analytics, Cloud Platform, Small & Midmarket Solutions, Data Platform.
Licensing Programs, Order Types, Product	Cloud Solution Provider Licensing Program	CSP Licensing

FY19 Campaign Terms

<p>Sales Criteria</p>	<p>Only transactions specified in accepted Opt-In Forms are eligible.</p> <p>This campaign's incentive will only be applied on the Customer IDs¹ specified in the accepted Opt-In Form(s) from the Campaign's start date November 1st, 2018. .</p>	<p>A Participant shall indicate one of the following two Migration Opportunity types in the Opt-In Form:</p> <p>Reseller DC migration – a Reseller migrates multiple customers from its data center to Azure (Azure Consumed Revenue is tracked for multiple Customer IDs)</p> <p>Customer DC migration – a Reseller migrates workloads of a single customer from hosted or customer's data center or non-Microsoft public cloud to Azure (Azure Consumed Revenue is tracked for a Customer ID of a single specified customer)</p>
<p>Incentive Award</p>	<p>18% of Azure consumed revenue</p>	<p>A Participant will earn an incremental incentive 18% of Azure consumed revenue for Customer IDs specified in the approved Opt-In Forms.</p> <p>This campaign's incentive will only be applied on the approved Customer IDs from the Campaign's start date (November 1st, 2018).</p> <p>Microsoft reserves the right to stop accepting Opt-In Forms once reaching the maximum campaign funds.</p>
<p>Payment</p>	<p>2 payment cycles during the campaign period</p> <p>For Microsoft to pay the Participant on the eligible opportunity, the Participant must submit an Opt-In Form to FY19CEEcustdcmg@microsoft.com and get it accepted before Azure consumption for specified Customer IDs starts.</p>	<ul style="list-style-type: none"> - January 31, 2019 - April 30, 2019 <p>A least 5,000 Azure consumed revenue for Customer IDs specified in a single Opt-In Form shall be achieved to start earning incentives.</p> <p>Payment is to be made within 90 days after each pay cycle.</p> <p>Minimum pay-out per payment cycle per Participant is \$200.</p> <p>Payments through Wire Transfer</p>
<p>Thresholds & Requirements</p>	<p>Incentive to be calculated for Customer IDs specified in accepted Opt-In Forms</p>	<p>Eligible opportunities for this incentive must have a target minimum value of 10,000 USD and maximum eligible value of 100,000 USD (incentive will be calculated on the amount up to 100,000 USD) of Azure consumed revenue in CSP.</p> <p>Each customer specified in an Opt-In Form:</p> <ul style="list-style-type: none"> - shall be a new customer to Azure or shall have less than 300 USD of Azure consumption in CSP for the month of October 2018

¹ Microsoft Customer IDs on CSP Partner Center Portal

FY19 Campaign Terms

		<p>and</p> <ul style="list-style-type: none">- shall not be using Azure services acquired under Enterprise Agreement or any other Microsoft Volume Licensing agreements <p>This Program cannot be combined with FY19 Customer Data Center CSP Azure Migration campaign.</p>
Rebate Activities/ Documentation		<p>Each Participant shall submit for approval one or several Opt-in Forms using the template provided below to FY19CEEcustdcmg@microsoft.com. Microsoft reserves the right to approve or reject submitted forms.</p>

FY19 Campaign Terms

Migration Opportunity Opt-In Form

FY19 Azure Data Center Migration Campaign for CSP Direct Partners

1. Partner (Participant) Details

Partner Full Company Name:

Partner MPN ID:

Contact Person Name:

Contact Person E-Mail Address:

2. Migration Opportunity (please select migration type)

- Reseller data center migration (migration of all or substantial part of a hosting provider data center, revenue for incentive will be tracked per Customer IDs of multiple customers)
- Customer data center migration (migration of customer workloads to Azure from customer or hoster data center or non-Microsoft public cloud, revenue for incentive will be tracked per Customer ID of a single customer)

3. Customer(s) Details

Indicate full company names of the customer(s) the workloads of which the Reseller will migrate to Azure:

...

Each customer shall:

- be located in the Territory (at least the legal entity contracting with the Reseller)
- shall not be using Azure services acquired under Enterprise Agreement or any other Microsoft Volume Licensing agreements
- shall have less than 300 USD of Azure consumption in CSP for October 2018.

4. Migration Opportunity Size

Indicate the target (estimated) Azure consumed revenue for all the customers specified in this Opt-In Form from the start of the project until June 30, 2019. The target opportunity size shall not be less than 10,000 USD.

Migration Opportunity Size: ...

5. Customer IDs

Once this Opt-In Form is approved, the Participant needs to provide Customer IDs for all customers specified in the Opt-In Forms within 60 calendar days to FY19CEEcustdcmg@microsoft.com.

Only provided Customer IDs will be taken into account for incentive calculation. If Customer IDs are not provided for each customer specified in this Opt-In Form within 60 calendar days, the acceptance of this Opt-In Form shall be considered withdrawn and no incentive payment will be made.

By completing and submitting this Opt-In form, Participants hereby confirm that:

- the Participant has read, understood and accepted the Terms of the Program
- the Reseller has reached agreement with each of the specified customers for migration of their workloads to Azure and the Participant will promptly notify Microsoft by sending an e-mail to FY19CEEcustdcmg@microsoft.com if any of such customers rejects to migrate
- the Participant has provided correct and full information in this Opt-In Form

Please complete this Opt-In Form and e-mail a copy back to FY19CEEcustdcmg@microsoft.com.

FY19 Campaign Terms

After receiving this Opt-In Form Microsoft will accept or reject the Opt-In Form and inform the Participant of the decision.