

# FY18 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")  
FOR  
FY18-Q1 SQL Premium ("**Program**")

OFFERED BY MEA ("**Microsoft**")

## 1. PROGRAM OVERVIEW

Microsoft extends to qualified business 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 and Participant retains sole discretion to set prices for Products.

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.

Participation in the Program is voluntary and Company retains sole discretion to set prices for Products. Company agrees to be bound by and will comply with these terms if it accepts rebate payments or otherwise participates in the Program.

**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 INCLUDING THE MPN AGREEMENT INCORPORATED BY REFERENCE HEREIN.**

**IN THE EVENT PARTICIPANT HAS NOT PREVIOUSLY AGREED TO THE MPN AGREEMENT, THEN THE VERSION AS ATTACHED HERETO SHALL APPLY TO PARTICIPANT SOLELY DURING THE TERM OF AND WITH RESPECT TO THIS PROGRAM. Participation in this Program does not grant membership in the Microsoft Partner Network, and as such, Participant is not entitled to any benefits available under the MPN program merely as a result of participation in this Program and/or acceptance of these Program Terms.**

## 2. TERM

The Program term begins on August 15<sup>th</sup>, 2017 and ends on September 30<sup>th</sup>, 2017 ("**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:

- Remain in compliance with the Program Terms.
- 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.

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- If requested, provide acceptable proof of performance to Microsoft (or its designated third-party) by the stated deadline.
- Partners must be eligible from the start date of the campaign in order to participate except for CSP and Unmanaged Resellers who must be eligible by one month prior to campaign end date.
- Only MEA LSP & EDA partners are eligible for this campaign.

#### 4. CREDITS [FOR CREDITS ONLY]

Rebate credits will be provided to Participant by Microsoft. Any credit to Participant provided under this Program is independent of any other Microsoft incentive program. Minimum pay-out to Participant is set at: \$200.

Microsoft Service Level Agreement for payouts is 90 days after campaign end date. Participant must report any errors, issues or disputes regarding the calculation of credits to Microsoft in writing within 30 days of receipt of the validation email 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 and credit. Microsoft reserves the right at any time to adjust credits to Participant, if Microsoft identifies any discrepancy, error or omission. Any later disputes will not be accepted. Payments that are outstanding for more than 90 days will be forfeited.

Microsoft offers this Program in its sole discretion. In the event of any dispute arising from or in relation to a Program credit, the decision of Microsoft is final and binding. No correspondence will be entertained.

The credits may be converted from USD (US Dollar) to a preferred currency of payment including one of the following: USD (US Dollar), CHF (Swiss Franc), GBP (British Pound), SEK (Swedish Krona), DKK (Danish Krone), NOK (Norwegian Krone), or EUR (Euro).

Any rate of conversion from USD to CHF, from USD to GBP, from USD to EUR and USD will be based on the closing mid spot rate on the last Wednesday of the month prior to when the payment is initiated. This rate will be based from the London Stock Exchange and can also be found published in the Financial Times on that same date. (For example, rebates payments initiated at the end of December 2017 will be converted using exchange rates based on the closing mid spot rate from the last Wednesday of November 2017).

Partner must be 100% payment compliant for all non-disputed invoices at month end to qualify for incentive payments. Payment compliance means that Company's open account with Microsoft is current at all time as per credit terms defined in Company's Agreement.

#### 5. 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>.

#### 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

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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 FY18-Q1 SQL Server Premium

**“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 objective of this campaign is to help partners drive new business, upgrades of SQL Server 2016 Enterprise and incremental revenue at renewals in SMC and Enterprise.

**Program Details and Purpose:** Licensing Solution Partners (LSPs) and Enterprise Direct Advisors (EDA will be rewarded the below incentives to motivate driving SQL Server 2016 Enterprise upgrades and new business; in addition to helping EA renewals with SQL Server Standard to be upgraded to SQL Server 2016 Enterprise)

#### Detailed Eligibility Criteria:

Criteria	Eligibility	Details
<b>Effective date</b>	August 15 <sup>th</sup> , 2017	September 30 <sup>th</sup> , 2017
<b>Customer segment</b>	SMC & Enterprise	Small, Medium, Corporate accounts and Enterprise accounts.  This program is designed to create business opportunities in MEA and is intended for customers based in Microsoft's Middle East & Africa area.
<b>Partner Types</b>	LSP & EDA partners	Licensing Solution Partners and Enterprise Direct Advisors with authorised agreement for sales to customers in MEA and with offices in Middle East and Africa.
<b>Licensing Programs, Order Types, Product</b>	<u>Product:</u> SQL Server Premium <u>Licensing Programs</u> Enterprise Agreement (EA) Enterprise Agreement Subscription (EAS) <u>Order Types:</u> New, Renew [ <b>L+SA Only</b> ], Add-On, True Up	<ul style="list-style-type: none"> <li>The campaign program applies on Enterprise Agreements only</li> <li>SQL Premium is the only qualifying SKU for this incentive award.</li> <li>This award incentivizes New EA SQL Server 2016 Enterprise orders with SMC and Enterprise customers in billed SQL Server 2016 Enterprise revenue.</li> </ul>

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<p><b>Sales Criteria</b></p>	<p>SQL Server 2016 Enterprise</p>	<p><u>To be eligible for this award, the below criteria has to be met:</u></p> <ul style="list-style-type: none"> <li>• SQL Server 2016 Enterprise new orders have to be equal to or above \$35k within an Enterprise Agreement.</li> <li>• Renewals exceeding \$50k of renewal value.</li> <li>• SQL Upgrade from SQL Standard to SQL Server 2016 Enterprise &gt;= \$50k within an Enterprise Agreement.</li> <li>• SQL sales meet eligibility period of the campaign.</li> <li>• SQL Premium is the only qualifying SKU for this incentive award.</li> </ul>																	
<p><b>Incentive Award</b></p>	<p>The campaign runs a motion for <b>new business</b> incentive award "up to \$10k on new SQL Server 2016 Enterprise orders" and another for <b>renewals</b> "up to \$10k USD on incremental revenue (above \$50k) at renewals".</p>	<p><b>New business</b> will be awarded as the below table:</p> <table border="1" data-bbox="841 751 1291 978"> <thead> <tr> <th>Incentive</th> <th>SQL Billed Revenue</th> </tr> </thead> <tbody> <tr> <td>\$4,000</td> <td>\$35,000 - \$100, 000</td> </tr> <tr> <td>\$8,000</td> <td>\$100,001 - \$299,999</td> </tr> <tr> <td>\$10,000</td> <td>\$300,000 or above</td> </tr> </tbody> </table> <p><b>Renewals (L+SA Only)</b> of \$50k or more on top of the renewal value, will be rewarded as follows*:</p> <table border="1" data-bbox="841 1119 1401 1373"> <thead> <tr> <th rowspan="2">Incentive Award</th> <th>Renewal Value</th> </tr> <tr> <th>Additional SQL Billed Revenue</th> </tr> </thead> <tbody> <tr> <td>\$5,000</td> <td>\$50,000 - \$200, 000</td> </tr> <tr> <td>\$8,000</td> <td>\$200,001 - \$399,999</td> </tr> <tr> <td>\$10,000</td> <td>\$400,000 or above</td> </tr> </tbody> </table> <p>* Pull-forward deals do not qualify for renewals Incentive</p>	Incentive	SQL Billed Revenue	\$4,000	\$35,000 - \$100, 000	\$8,000	\$100,001 - \$299,999	\$10,000	\$300,000 or above	Incentive Award	Renewal Value	Additional SQL Billed Revenue	\$5,000	\$50,000 - \$200, 000	\$8,000	\$200,001 - \$399,999	\$10,000	\$400,000 or above
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<p><b>Payment</b></p>	<p>Credit Memo</p>	<p>All rebate will be paid by Credit Memo within 45-60 days to 90 days from the end-date of this program.</p>																	