



***Claim form for Partner SPIFF for 'Bahubali –The Victor!' run by
Microsoft Corporation (India) Pvt. Ltd.– Q4 Program***

Partner Name:

Top Parent End Customer Organization Name	Invoice Number	Enrollment No.	Billing Date by Microsoft

Note-

1. Please incorporate more rows in the table, if sales count is greater than the rows provided.

Standard Terms and Conditions

Following all terms and conditions ("**Standard Terms and Conditions**") shall apply to the "[Bahubali –The Victor! SPIFF Promo for CA accounts.]" ("the **Program**") detailed below.

Section I Program:

1. For the purposes of these Terms and Conditions, the term Microsoft, when used with reference to a legal entity, shall mean: Microsoft Corporation India Private Limited
2. "**Program Term**" (mm/dd/yyyy); means [05/05/2016] to [06/28/2016] (both days inclusive). Microsoft reserves all rights to alter Program Period, as it deems necessary, without any prior notice to or approval from any party.
3. The Scheme shall be valid in India only.
4. "**Participant**"; means any Reseller having its registered office in India who obtains the following "**Eligible Products**" listed below in the table from the "**Authorized Source**" as identified against each Eligible Product for reselling to **Customers** in India within the Program Term.

Eligible Products in CTM: All products, under Open, Select, EA (New, SCE, AOS, EAS, True up) Dynamic, Academic, and Service (Online), excluding Renewal and Recurring	Authorized Source: Authorized National Distributor in (Managed partners in MPL)
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<p>Eligible Products in CAMS:</p> <p>Office standard, Office Pro, Office365 pro plus, SQL Standard, WINDOWS Server standard, Windows legalization, Developer Tools, project and Visio under Open and Select pricing line excluding Renewal and Recurring</p>	<p>Authorized Source:</p> <p>Authorized Distributors in (Managed partners in MPL)</p>
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Products Excluded:

Under CTM – Renewal and Recurring under all pricing levels

Under CAMS – All pricing levels other than Open and Select and additionally Renewal and recurring under Open and Select.

5. **“Customer”**; means CA Customer segmented as CTM and CAM-S . Any end customer segmented as CTM and CAM-S during the scheme period will be included. For final segmentation, Microsoft Team’s guidance will apply.
6. **Program Description:** The goal of the Program is to help Participant drive an increase in Microsoft Eligible Products sales through a Sales Performance Incentive Funds Framework (SPIFF) program with targeted awards for Participant’s sales representatives, as set forth in this Program T&Cs. The Participant must design and administer a SPIFF program during the Program Term that includes the following requirements:
 - a. **PARTICIPATION IN THE PROGRAM.** Participation in the SPIFF program must be limited to employees, who are authorized to sell or distribute the Eligible Products within the Territory (collectively, the “Sellers”).
 - b. **AWARD CALCULATION.** Participant is responsible for determining individual or group Seller awards as part of its SPIFF program.
 - c. **AWARD DELIVERY.** Participant must specify in the SPIFF program how Seller will receive the earned award, from whom it will be received and in what form the award will be given.
 - d. **COMPLIANCE.** Participant is solely responsible for (i) creating and managing the SPIFF program in compliance with all applicable laws and regulations (including but not limited to anti-corruption, gaming, privacy, etc.); (ii) payment and delivery (directly or indirectly) of all awards due under the SPIFF program; and (iii) the collection and reporting of taxes associated with an award.

7. Participants Eligibility and Benefits under the Program; To be eligible for the Program and payment of incentives, Participant must:

- a. Design and administer a Sales Performance Incentives Funds Framework ("SPIFF") program during the Program Period that includes the requirements as specified in this Program T&Cs.
- b. Meet or exceed the Minimum Participant's Sales Volume for the Eligible Product during the Program Term as per the criteria in benefit table below.
- c. Participant have to be a part of Managed Partner list in FY16.
- d. Participant is free to decide the criteria and the value of benefit for the employees under the internal incentive program.
- e. Microsoft will reimburse any one Participant the total employee(s) incentive amount upto a maximum of INR 2000000 (Twenty Lakh Rupees) in the scheme period.
- f. Participant can adjust the transaction taxes (i.e. Service tax, VAT, etc) if any, payable on the eligible amount as per benefit table and disburse the net amount to its employees under the internal incentive program.
- g. Perform the required Activities set forth below and provide Proof of Execution to Microsoft or its authorized representative by 8/24/2016 that Participant designed and administered the SPIFF program during the Program Term and that the awards were delivered to Sellers according to the SPIFF program terms. Proof of Execution must be of a type and in a format acceptable to Microsoft and, as permitted by applicable law, may include, without limitation, a description of the completed Activity (geographic scope, content, run time, treatment, text, etc.), completed marketing materials and similar evidence of completion flyers or notices circulated to Sellers informing them of the SPIFF program and signatures from Sellers confirming receipt of the award. For details, pl. read the below section titled '**Process for claiming reimbursement of eligible amount**'

Benefits Table	
Eligible Products:	Benefits for the Eligible products sold during the Program period:
CTM: All products, under Open, Select, EA (New, SCE, AOS, EAS, True up) Dynamic, Academic, and Service (Online), excluding Renewal and Recurring.	Bill on the CTM accounts for Slab1:- >=INR15Lakhs <30Lakhs Get INR 7500 Bill on the CTM accounts for Slab2 :- >=INR 30Lakhs <60Lakhs Get INR 15000 Bill on the CTM accounts for Slab3 :- >=INR 60Lakhs <100Lakhs Get INR 25000 Bill on the CTM accounts for Slab4 :- >= INR 100 lakhs Get INR 40000
CAM-S: Office standard, Office Pro, Office365 pro plus, SQL Standard, WINDOWS Server standard, Windows legalization, Developer Tools, project and Visio under Open and Select pricing line excluding Renewal and Recurring	Bill on the CAM S accounts for Slab1:- >=INR15Lakhs <30Lakhs Get INR 7500 Bill on the CAM S accounts for Slab2 :- >=INR 30Lakhs <60Lakhs Get INR 15000 Bill on the CAM S accounts for Slab3 :- >=INR60Lakhs <100Lakhs Get INR 25000 Bill on the CTM accounts for Slab4 :- >= INR 100 lakhs Get INR 40000

Scheme specific Notes:

- a) Slab is applicable on total revenue per transaction.
- b) Payout on a slab is applicable on total revenue per deal. A deal could have multiple enrolments done against a single invoice from the partner to the customer. Provided all enrolments relating to a particular end customer are processed in Microsoft's internal systems within 7 days of the first enrolment, they will be aggregated and considered a single deal/transaction.

- c) The Scheme cannot be combined with any other scheme. In case Participant has any other scheme approval ID, Participant can choose one between the two schemes as long as minimum qualification criteria are met. The Participant can only avail benefits under one scheme
- d) Maximum 2 sales people can be named per deal to be paid out.

Section II. Process for claiming reimbursement of eligible amount:

- a) All queries pertaining to Program, Points, Claims, Benefits should be directed to:
Timeus Interactive Services Pvt
8, Balaji Estate, Guru Ravidass Marg Kalkaji New Delhi
- b) Participant will sign a Partner Declaration letter and Claim Form to participate in this promotion by (mm/dd/yyyy) 8/24/2016.
- c) Participant will submit the claim form to Timeus Interactive Services Pvt along with following documents by (mm/dd/yyyy) 8/24/2016 for the eligible amount:
 - i. Copy of **original invoice** for the amount eligible under the Program as per the above table bearing the following name and address of Microsoft:

**Microsoft Corporation (India) Pvt. Ltd.
10th Floor, Tower B&C, Building No. 5-Epitome,
DLF Cyber City, Sector 25A, Phase-III
Gurgaon - 122 002**

The following are considered **mandatory fields in the invoice** to be submitted by the participant. If any of these fields are found missing/incorrect/invalid, the claim will be rejected:

- a. Name and address of Microsoft legal entity with address as mentioned above
 - b. Invoice number (of the participant organization)
 - c. Name of the Promo / Scheme Name along with PO Number (this will be separately communicated to you by Timeus Interactive Services Pvt if you qualify for benefits on close of the scheme)
 - d. Service Tax Registration Number (Applicable in case Participant charges Service Tax on the invoice to Microsoft)
 - e. PAN Number of Participant (i.e. Reseller)
 - f. Total claim value (including all taxes) is equal to the payout communicated by Timeus Interactive Services Pvt.
- ii. Details of the incentive amount paid to the employee in the following format on the letterhead:

S.No	Account Name	Name of Employee (Max 2 sales people per transaction)	Employee ID	Incentive amount paid	Date of payment
1	2	3	4	5	6

- iii. The total value of incentive paid by participant to his employees should match the invoiced amount, after adjusting for Service tax if applicable.
 - iv. Evidence that the recipient of incentive is an employee of the Participant; and
 - v. Flyers, notices or emails circulated by the Participant to its employees informing them of the internal sales contest before the end of the scheme.
- d) This scheme will be run in reimbursement mode, where the Participant will receive information on the amount they eligible to receive. Participant will first pay the incentive amount to employees and then claim the amount under the Program.
 - e) If there is a sale return by the Customer within 30 days of Scheme closure, Microsoft will adjust the eligible amount as per the above table.
 - f) Participants are needed to submit Claim forms together with all supporting documents described in point (c) above, within 15 days of receiving information of the eligible amount under this Program. Their estimated payout will be shared with Participants via Timeus.
 - g) Please note that Program does not create any employer employee relationship between the Microsoft Participant employees. Participant shall be responsible for all labor compliances under any law and shall be responsible for withholding taxes from the incentive amount payable to its employees.
 - h) The Program cannot be combined with any other Program. In case Participant has any other program approval ID, Participant can choose one between the two Programs as long as minimum qualification criteria are met. The Participant can only avail benefits under one program.
 - i) Any Products under the Program are also available without the Program.

Section III. Program General Terms and Conditions:

1. Only the parent organization of a Participant would be considered for calculation of Benefits. Purchase of Eligible Products by sister concerns would not be counted or eligible for redemption, if any. The Participant shall not be eligible to obtain Benefits under the Program if the Participant has obtained or is eligible to obtain similar benefits under any other Program pertaining to the Eligible Product.
2. Benefits under the Program cannot be transferred or clubbed by a Participant with any other Participant under the Program.
3. Microsoft will use its internal sales systems to track performance, the number of license purchased and to verify the claims. For this Program, Microsoft applies a standard conversion rate from rupee to dollar to track actual sales in Microsoft's internal sales system.
4. Participation in the Program shall be construed as an acceptance of the Terms and Conditions stipulated herein. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
5. By participating in the Program, Participant undertakes and declares that, it does not use or sell any unauthorized or pirated Microsoft software. In the event, a Participant is found to be doing so (either during or subsequent to the Program Period), the entry of such Participant shall be immediately disqualified from the Program and cash equivalent of any Benefits awarded to the Participant under the Program shall become immediately due to Microsoft. Microsoft shall be entitled to deduct such amounts from any other amounts due to Participant under this Program or any other transaction. This does not restrict Microsoft and its Affiliates to initiate further legal actions against the Participant, using other legal remedies available to them under applicable laws.
6. Microsoft reserves the right to demand return of the Benefits or adjust the amount of such Benefits given by Microsoft to Participant under the Program from any moneys owed to Microsoft by such Participant in case Eligible Product obtained during the Program Period are returned to Microsoft and/ or Microsoft does not receive the fees for such Eligible Products.
7. Mere participation in the Program shall not entitle a Participant to the Benefits. No other person or agent can claim the Benefits on behalf of the Participant.
8. **Taxes: The amount payable under the Program includes any applicable services tax, value added tax, sales tax, gross receipts tax, or any other tax that is owed by Microsoft related to the amount and which are required to be collected from Microsoft by Participant under applicable law. Consequently, it is solely participant's responsibility to report and pay all applicable taxes or duties that may be required under any appropriate laws related to the amount it receives as per benefit table. Participant must consult its own tax advisor with any question or concern about the taxes that apply to it in relation to this Program.**

If taxes are required to be withheld on any amounts to be paid by Microsoft to the Participant, Microsoft will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority. Microsoft shall secure and deliver to Participant withholding tax certificate for any taxes withheld.

This tax section shall govern the treatment of all taxes arising as a result of or in connection with this Program notwithstanding any other section of this Program.

9. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Microsoft including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any Program, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Program or any transactions effected through the Program; (b) Participant expressly agrees that their participation in the Program is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Program shall be construed to mean the giving of any warranty of any kind by Microsoft.

10. Microsoft reserves all rights with respect to, withdraw, alter terms and conditions, Benefits, and discontinue Program at any stage without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately. However, no obligation is cast on Microsoft to separately intimate each individual Participant with regard to such additional terms and conditions. Decision taken by Microsoft on the claims shall be final and binding and not subject to any dispute or challenge and correspondence or communication shall be entertained in this regard.

11. Governing Law and Dispute Resolution Mechanism:

The Program shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent Court(s) at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Program and, or, pertaining to the rules and regulations and, or, the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by Microsoft. The venue of arbitration shall be New Delhi. rbitration