

## Standard Terms and Conditions

Following all terms and conditions ("**Standard Terms and Conditions**") shall apply to the "**Deal Registration Program**" scheme detailed below (the "**Scheme**").

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. "**Scheme Period**"; means **5<sup>th</sup> October to 25<sup>th</sup> November 2013** (both days inclusive). Microsoft reserves all rights to alter Scheme 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**" from the "**Authorized Source**" as identified against each Eligible Product for reselling to SMS&P Customer (CA and SMB customer segments) in India within the Scheme Period.

The following Eligible Products under Microsoft Open Licensing Program and Microsoft Open Value Licensing program and Select+ are eligible.

CORE	GROWTH and INCUBATION	
Office	Biztalk server	Lync Server & CAL
Office for Mac	Developer tools	Lync Plus CAL
Other MOD	Dynamics CRM	System Center Client
Other MOD Online	O365 Open SKU	System Center Server
MOD CAL Suites - Core CAL	Exchange Server & CAL	Identity and Access
STB CAL Suites - Core CAL	MOD CAL Suites - eCAL	Windows MDOP
Windows Client	MS Learning and IT Pro Subscriptions (IT Academy)	STB CAL Suites -eCAL
Windows Server Other	Project	Visio
Windows Server Standard	Sharepoint Server and CAL	
Windows Server Datacenter	SQL Server Standard and CAL	
Windows Server CAL	SQL Server Premium	
Windows Remote Desktop		

**Authorized Source:** Authorized distributor of Microsoft volume licensing products in India

5. "**Customer**"; means customer segment in CA and SMB as defined below:

The "SMS&P customer" is defined as one which has a PC base above 5 PCs and is not eligible for the Microsoft Academic License and does not have a parent or child organizations wherein the sum of its PCs with those these organizations is equal to or exceeds 1500 PCs. In the aforesaid category of SMS&P customers, the customers with 5-250 PC Count shall be considered as Small and Medium customers (SMB) and customers with 251 or more PC count, mentioned in the

list of MAL accounts shall be considered as Corporate accounts (CA). In the event of any difference in arriving at the PC count of such customer, Microsoft will use information and intelligence gathered by Microsoft and its decision in this regard shall be final and binding.

6. **Deal Registration Process:**

Participants must ensure that their duly filled up valid entry/ on-line registration form in English language, reaches the email address posted on <https://dealregmsindia.com> any time during scheme period . The last date for submission of leads is 25th of every month during the scheme period

The Participants should submit new lead (“Lead”) after registration at [www.dealregmsindia.com](http://www.dealregmsindia.com) (Deal Registration Site) and obtain the Eligible Products from Authorized Source within 30 days of acceptance of a valid Lead by Microsoft or 25th October whichever is earlier.

- a) The Lead shall be considered as new only when it is referred for the first time by any Participant to Microsoft during the Scheme Period. In case two or more Participants refer the same potential customer as a Lead under this Scheme, the Participant which first submitted such Lead would be eligible to receive respective discount for such order.
- b) Microsoft reserves the right to accept or reject a new Lead and Microsoft shall not be liable for any delay in confirming the Lead to the Participant. Also, a deal may be rejected even after approval if any discrepancy is found.
- c) Participants are informed to pursue the lead independent of confirmation from Microsoft.
- d) Microsoft reserves the right to reject or approve a Lead, subject to a maximum of 20 leads for all Eligible Customer Segments per Participant.
- e) A Lead will be considered new if it is submitted by any Participant for a repeat/new Eligible Products for same customer, provided the previous deal was executed at least 15 days before registering such repeat/new lead. For this purpose, a deal is deemed to be executed if the revenue of the deal is reflected in MS Sales tools.
- f) Anniversary agreements are not covered under this Scheme.
- g) A Lead submitted by a Participant if not closed as a deal within 30 days, will not be eligible to be resubmitted by same Participant again.
- h) Participants will be allowed to keep 2 Leads in waitlist for auto-movement for Approval process in view of successful closure of 1 Lead off the 10 approved leads mentioned above.
- i) First come first serve will not apply to leads entered in waitlist and in case another Participant enters the same lead and gets it approved first, the waitlist lead will be rejected

7. **“Benefits”** under the Scheme:

Following are Benefits available for Approved Deals:

- Core Products (excluding GGS & including Windows Server Datacenter) : Max 5% discount on Microsoft price to distributor; and
- Incubation and Growth Products: Max 8% discount on Microsoft price to distributor.

### **Benefits Criteria:**

- a) Minimum Deal value for Qualifying Products:
  - a. Rebated Partners: 3,00,000 INR
  - b. Non-Rebated Partners: 1,00,000 INR
- b) Eligible Licensing Program: Microsoft Open Licensing Program, Select Plus Licensing Program  
Eligible Customer Segment: SMB (Commercial + Public Sector); Corporate Accounts (Public Sector) and Corporate Territory Managed Accounts.
- c) Deal reg code thus generated will be valid for 30 days alone. The Deal Reg Discount will only be applicable on deals closed and loaded between 5th and 25th of the month in case of Microsoft Open Licensing Program, with 25th being the threshold for deal to reach MS via Disti for processing. Participant will need to log the deal with the distributor along with Deal reg code for availing the discount under the program
- d) Any Approved Deal loaded for process between 26th of the current month and 4th of succeeding month (when Deal Reg Discounting is not active) the deal will get auto-rejected. A rejected lead will not be approved again. There will be no exceptions.
- e) If a deal is marked as WON on the Last Day of the 30 day period AND the deal doesn't reach the Disti Ops for processing on that day and reaches the next day, the Deal reg code would have expired and hence, NO Discount will get processed.
- f) If Deal Reg Code has been approved for a customer for Participant, no SDF can be approved for another Participant for the same deal.
- g) Once Disti Ops have approved a deal, the Participant will be notified on their portal page that the execution on the deal is complete.
- h) Benefits under this discount cannot be transferred or clubbed by a Participant with any other Participant discount.
- i) Any Microsoft Product under the Scheme shall also be available without the Scheme

### **Scheme General Terms and Conditions:**

1. For calculation of Benefits, only the parent organization of a Participant would be considered. Purchase of Eligible Products by sister concerns would not be counted or eligible to be redeemed. The Participant shall not be eligible to obtain Benefits under the Scheme if the Participant has obtained or is eligible to obtain similar benefits under any other scheme pertaining to the Eligible Product.
2. Microsoft will use its internal sales systems to track performance, the value of license purchased and to verify the claims. For this Scheme, Microsoft applies a standard conversion rate from rupee to dollar to track actual sales in Microsoft's internal sales system Decision taken by Microsoft on the claims shall be final and binding and not subject to any dispute or challenge.
3. Microsoft shall not be responsible for any delays, transit losses or mutilation of any entry / on-line registration or claim forms.
4. Participation in the Scheme 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. The 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 Scheme Period), the entry of such Participant shall be immediately disqualified from the Scheme and cash equivalent of any Benefits awarded to the Participant under the Scheme shall become immediately due to Microsoft. Microsoft shall be entitled to deduct such amounts from any other amounts due to Participant under this Scheme 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 Scheme from any moneys owed to Microsoft by such Participant in case Eligible Product obtained during the Scheme Period are returned to Microsoft and/ or Microsoft does not receive the fees for such Eligible Products.
7. Benefits shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Scheme shall not entitle a Participant to the Benefits. No other person or agent can claim the Benefits on behalf of the Participant.
8. Taxes , insurance, incidental costs on the Benefits shall be fully borne by the selected Participants.
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 scheme, 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 Scheme or any transactions effected through the Scheme; (b) The Participant expressly agrees that his/her participation in the Scheme offered by Microsoft 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 Scheme shall be construed to mean the giving of any warranty of any kind by Microsoft.
10. Microsoft also reserves all rights with respect to, withdraw, alter terms and conditions, Benefits, and discontinue Scheme 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 as Microsoft considers fit. However, no obligation is cast on Microsoft to separately intimate each individual Participant with regard to such additional terms and conditions. The decision on the Participants selected by Microsoft shall be final and binding and no correspondence or communication shall be entertained in this regard

**11. Governing Law and Dispute Resolution Mechanism:**

The Scheme 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 Scheme 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.