

Standard Terms and Conditions

Following all terms and conditions ("**Standard Terms and Conditions**") shall apply to the "[Big Boss Bahubali Returns! SPIFF Promo for CTM accounts.]" 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**" (mm/dd/yyyy); means [1/28/2016] to [3/31/2016] (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 in India within the Scheme Period.

Eligible Products: Open, Select, New (EA, SCE, AOS, EAS), True up Dynamic, Academic, and Service (Online)	Authorized Source: Authorized Distributors in India (Managed partners in MPL)
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Products Excluded: 1) Renewals and Recurring business under all pricing line (open, Select) are excluded.

2) All EA True Up Upsell (and Add on) on EAs signed with Microsoft Regional Sales Corporation are excluded.

5. "**Customer**"; means Corporate Territory Manager Commercial (CTM Comm), Corporate Territory Manager Public Sector (CTM PS). Any end customer segmented as CTM Comm or CTM PS during the scheme period will be included.

6. “Benefits” under the Scheme:

<p>Eligible Products:</p> <p>Open, Select, New (EA, SCE, AOS, EAS), True up Dynamic, Academic, and Service (Online)</p>	<p>Benefit/s:</p> <p>Bill on the CTM accounts for Slab1 :- >=INR 10Lakhs < INR 20Lakhs</p> <p>Get INR 10000</p> <p>Bill on the CTM accounts for Slab2 :- >= INR 20Lakhs < INR 50Lakhs</p> <p>Get INR 20000</p> <p>Bill on the CTM accounts for Slab3 :- >= INR 50Lakhs < INR 100Lakhs</p> <p>Get INR 30000</p> <p>Bill on the CTM accounts for Slab4 :- > INR 100 lakhs</p> <p>Get INR 40000</p> <p>Other Benefits (If any)</p> <p>Kickers -</p> <ol style="list-style-type: none"> 1. For every 'Cloud Deal' (Min 75% Cloud and a Max of 25% On Premise revenue mix), payout will be 200% of the above slabs. 2. For the defined unbilled CTM List, payout will be 175% of the above slabs. 3. Deals closed up until Feb 29th 2016 - 20% extra on the applicable slab 4. In case TUP orders fall in the above slabs, participants will earn 20% extra on the payouts. Composite orders which include TUPs will also be eligible for 20% extra payouts against above slabs, provided the True Up component is a minimum of INR 1 lakh for that enrolment.
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- i. Microsoft will host the unbilled CTM account list at an online location accessible to all partners during the scheme period.
- ii. ‘Cloud Deals’ to be defined as ‘One deal with Min and equal to 75% Cloud and Max of 25% on Prem Rev mix’. The payout will be calculated on the total value of the deal.
- iii. Maximum total incentive amount paid to one Partner during the scheme period is INR 30lakhs.
- iv. Any deal eligible for multiple kickers, will be eligible for the highest of the kickers in terms of payment.
- v. Maximum 2 sales people can be named per deal to be paid out.

- vi. All EA True Up Upsell (and Add on) on EAs signed with Microsoft Regional Sales Corporation are excluded.

Scheme specific Notes:

- a) If an Unbilled account kicker is already paid to a partner on an account from the unbilled list, any 2nd billing to that account, by any partner (including the partner who first billed) will not be eligible for the Unbilled kicker. However, it will be eligible for the slab based incentive.
- 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.
- c) All queries pertaining to Scheme, Points, Claims, Benefits should be directed to:
Timeus Interactive Services Pvt
8, Balaji Estate, Guru Ravidass Marg Kalkaji New Delhi
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) Any Products under the Scheme are also available without the Scheme
- e) For any transaction eligible for both 'Unbilled CTM' and 'Cloud Deal' kickers, the participant shall be eligible for the higher of the two ie 'Cloud Kicker' payout only..
- f) Participant will sign and submit the Partner Declaration letter & Claim Form along with supporting documents (mentioned below in point c) before or including 31ST May 2016 to earn the reward in this scheme.

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
- a) Participant will sign and submit Partner Declaration letter on a company letter head, per the prescribed format & Claim Form per the prescribed format to claim incentive in this promotion before or including 31st May 2016.
- b) Participant will submit a claim form to Timeus Interactive Services Pvt along with following documents by 31st May 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. **Declaration letter** with below details of the incentive amount paid to the employee in the following format on the company 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. **Flyers, notices or emails** circulated to Employees informing them of the internal sales contest before the end of the scheme.

- c) This scheme will be run in reimbursement mode, where the Participant will receive information on the amount they are eligible to claim. Participant will first pay the incentive amount to employees via Cheque and then claim the amount under the Program.
- d) 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.
- e) Participants are needed to submit Claim forms together with all supporting documents described in point (c) above, before or including 31st May 2016. Their estimated payout will be shared with Participants via Timeus.
- f) 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.
- g) 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.
- h) Any Products under the Program are also available without the Program.

Scheme 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 Scheme if the Participant has obtained or is eligible to obtain similar benefits under any other scheme pertaining to the Eligible Product.
2. Benefits under the Scheme cannot be transferred or clubbed by a Participant with any other Participant under the Scheme.
3. Microsoft will use its internal sales systems to track performance, the number 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.
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. By participating in the Scheme, 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. In the event the Benefits involve manufactured items, these shall be subject to manufacturer's warranty, service and maintenance terms and conditions, and Microsoft does not accept any responsibility for the same. Where the Benefits under the Scheme are items/goods, these shall be subject to availability. Pictures of Benefits shown in the Scheme brochure may differ from the actual items/goods given. In the event Benefits involve travel, the selected Participant shall be obliged to sign a Travel Liability and Publicity Release form as provided by Microsoft and shall be responsible for procuring and paying the cost of all the legal documents and procedures in order to travel, including passport, visas, taxes and any other documents. All travel arrangements relating to the Benefits are subject to availability, as determined in Microsoft's sole discretion. Participant shall be solely responsible for conduct and compliance with the laws of visiting country. Microsoft shall not be responsible for any actions of the Participants violating laws of visiting country.
9. Taxes, insurance, incidental costs on the Benefits shall be fully borne by the selected Participants. If Benefits involve physical goods to be imported into India, applicable import duty will be payable by the importer on record. If the value of the Prize/Benefit in kind exceeds Rs.10000/- the winning Participant shall provide a cheque/draft for the withholding tax amount at the then prevailing rate to Microsoft, before collecting the Prize/Benefit
10. 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) Participant expressly agrees that their participation in the Scheme 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.

11. Microsoft 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. 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.

12. 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.