

2017 Campaign Terms

CAMPAIGN AGREEMENT ("Campaign Agreement")
FOR
FY17Q4 Enterprise Yield Campaign- CAM&CTM ("**Program**")
OFFERED BY Microsoft Corporation India Pvt Ltd. ("**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 1st May 2017 and ends on 27th June 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 the end of the campaign period.

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: INR 14,500. If Participant accrues less than the minimum pay-out amount, Participant will forfeit the unpaid rebate amount. Maximum pay-out amount for Participant is capped at: INR 50,00,000

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.

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 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 FY17Q4 Enterprise Yield Campaign- CAM&CTM

"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" India.

Program Summary: Incentives to Partners on the overall revenue they drive in CAM & CTM Segment

Program Details and Purpose: Performance based Incentives to LSPs for the revenue they drive in CAM & CTM Segment under EA & Select (excluding recurring); this is to help partners drive & achieve revenue goals aligned with the internal revenue goals.

Detailed Eligibility Criteria:

| Criteria | Eligibility | Details | | | | | | | | | | | | | | | |
|--|---|--|------|--|--|---------------------|---------|---------|------|-------|---|-------------|----|-------|-------------|--------------|------|
| Effective date | 1 st May to 27 th June 2017 | Program is applicable during the eligibility dates only- inclusive of both the days | | | | | | | | | | | | | | | |
| Customer segment | Corp AM SMS&P and Corp TM SMS&P | Corp AM SMS&P Commercial; Corp AM SMS&P PS; Corp TM SMS&P Commercial; Corp TM SMS&P PS; | | | | | | | | | | | | | | | |
| Partner Types | LSPs (Licensing Solutions Partners) | Partners signed up for the Enterprise Incentives with Microsoft are eligible | | | | | | | | | | | | | | | |
| Licensing Programs, Order Types, Product | EA & Select | All products under EA & Select – excluding EA Recurring & Select Recurring | | | | | | | | | | | | | | | |
| Sales Criteria | Overall Revenue Performance of the partners | Paid on revenue driven by partner from eligible products under eligible customer segments | | | | | | | | | | | | | | | |
| Incentive Award | Performance based rebates in 3 Slabs | <table><tr><td>CA Enterprise Yield</td><td>Minimum</td><td>Maximum</td><td>Rate</td></tr><tr><td>Slab0</td><td>0</td><td>3,50,00,000</td><td>0%</td></tr><tr><td>Slab1</td><td>3,50,00,001</td><td>10,50,00,000</td><td>1.0%</td></tr></table> | | | | CA Enterprise Yield | Minimum | Maximum | Rate | Slab0 | 0 | 3,50,00,000 | 0% | Slab1 | 3,50,00,001 | 10,50,00,000 | 1.0% |
| CA Enterprise Yield | Minimum | Maximum | Rate | | | | | | | | | | | | | | |
| Slab0 | 0 | 3,50,00,000 | 0% | | | | | | | | | | | | | | |
| Slab1 | 3,50,00,001 | 10,50,00,000 | 1.0% | | | | | | | | | | | | | | |

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| | | <table><tr><td>Slab2</td><td>10,50,00,001</td><td>21,00,00,000</td><td>2.0%</td></tr><tr><td>Slab3</td><td>21,00,00,001</td><td>& Above</td><td>4.0%</td></tr></table> | Slab2 | 10,50,00,001 | 21,00,00,000 | 2.0% | Slab3 | 21,00,00,001 | & Above | 4.0% |
| Slab2 | 10,50,00,001 | 21,00,00,000 | 2.0% | | | | | | | |
| Slab3 | 21,00,00,001 | & Above | 4.0% | | | | | | | |
| Payment | End of Campaign | Will be calculated and paid within 60 days post the program end date | | | | | | | | |
| Thresholds & Requirements | Minimum Performance | Partners must achieve a minimum INR 3,50,00,000 revenue (from eligible products) to start earning rebates and rebates are paid only on Incremental revenue driven on the set target; | | | | | | | | |