

Standard Terms and Conditions

Following all terms and conditions ("Standard Terms and Conditions") shall apply to the "Business ka Baadshah! SPIFF Promo for P-Sellers" 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 [3/16/2016] to [5/31/2016] (both days inclusive). The period will be considered monthly in this time period. 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.

|  |   |
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| Eligible Products:<br>O365, Azure, EMS and Dynamics CRM Online | Authorized Source: Managed partners who have signed P Seller agreement at the start of the scheme period. The scheme will run month by month, with the list of eligible p-sellers published at the start of each month. |
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Products Excluded: 1) Recurring business under all pricing line (open, Select) are excluded.

5. "Customer"; means Corporate Accounts (CAM & CTM). Any end customer segmented as CAM or CTM during the scheme period will be included.

6. “Benefits” under the Scheme:

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| <p>Eligible Products:<br/>O365, Azure, EMS and Dynamics CRM Online</p> | <p>Benefits:<br/>CAM- Top 3 highest revenue – INR 10000/region/per pseller/per month<br/>CTM – Top 3 Highest opportunity count - INR 10000/ region/per pseller/per month<br/><br/>Other Benefits (If any)<br/>1 National Winner per month – INR 30000 each for CAM and CTM</p> |
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- i. Microsoft will host P Seller at an online location accessible to all partners during the scheme period.

Scheme specific Notes:

- a) Payout per criteria is applicable on MS WIN opportunities uploaded on MSX. The opportunity must have the P Seller name attached to it on MSX. The p-seller must be on the eligible p-seller list for that month, published at the start of the month.
- b) For the CAM segment – TOP 3 opportunities with highest revenue in MSX will be paid across the regions. This will be a cumulative per p-seller in that particular month only.
- c) For the CTM Segment - TOP 3 P Sellers with highest cumulative opportunity count in MSX for that month, will be paid across the regions.
- d) Product eligible for the payout are 0365, Windows Azure, EMS and Dynamics CRM Online.
- e) All the partners who have signed the P – Sellers agreement during the scheme will be eligible. The p-seller should be on board at the start of the month, to be eligible for that month’s payout. If a p-seller joins the p-seller program mid-month, he/she becomes eligible from the month after only.
- f) 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.

- g) Any Products under the Scheme are also available without the Scheme
- h) Participant will sign and submit the Partner Declaration letter & Claim Form along with supporting documents (mentioned below in point c) before or including the last day of the next month, to earn the reward in this scheme. So the scheme for 16 March – 31 March 2016, must get claim forms in by 30<sup>th</sup> April 2016.

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 the last day of the next month.
- b) Participant will submit a claim form to Timeus Interactive Services Pvt along with following documents by the last day of the next month 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 P Seller | 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 the last day of the next month. 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.