CAMPAIGN AGREEMENT ("Campaign Agreement")
FOR
Windows Server/SQL Accelerate Cash Back ("Program")

OFFERED BY **Microsoft Ireland Operations Ltd** ("**Microsoft**")

Program Amendment (November 15th, 2016) – in alignment with the instructions of Section 2 to the Program Terms as defined below, Microsoft amends the Program Terms by replacing the ELIGIBLE PRODUCT LIST table (the "**Original List**"), included in the original Program Terms, with the ELIGIBLE PRODUCT LIST (the "**New List**") included below. Please note that solely for the purposes of this Program since several products in the Original List were discontinued by Microsoft as of October 1st, 2016 these un-continued products will be replaced by the new version products which replaced them in Microsoft official price lists (as provided in the New List) as of October 1st, 2016 and any Payments due to any of the Participants will be calculated accordingly (all in accordance with the Program Terms below).

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 August 1st, 2016 and ends on December 31st, 2016 ("**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.
- If requested, provide acceptable proof of performance to Microsoft (or its designated third-party) by the stated deadline.
- **Registration:**
  - Participant must register on campaign portal by December 1st, 2016 with valid registration details.
    - A valid Microsoft Partner Network ID and account
    - A valid email address which must use a company domain name matching the name of the Reseller making a claim on the cash back portal.
    - Agreement to **Windows Server/SQL Accelerate Cash Back Cash Back** Terms and Conditions

4. PAYMENTS

Rebate payments will be made to Participant by Microsoft as described in the MPN Agreement. Unless otherwise stated, any payment to Participant under this Program is independent of any other Microsoft Incentive program. Minimum pay-out to Participant is set at: US$300. 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: US$5000.

Participant must report any errors, issues or disputes regarding the calculation and payment of Incentives to Microsoft in writing within 30 days of receipt of the applicable payment or report 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 or payment. Microsoft reserves the right at any time to adjust the payment to a Participant, if Microsoft identifies any discrepancy, error or omission.

Microsoft offers this Program in its sole discretion for the Program redemption applications it approves and confirms via validity notice. In the event of any dispute arising from or in relation to a Incentive redemption (e.g. whether or not a customer is an SMB customer, the validity of a redemption request, etc.), the decision of Microsoft shall be final and binding. No correspondence will be entertained. Participant is obliged to inform Microsoft before January 15th, 2017, if they have any outstanding or unconfirmed receivables under the Program. Any later disputes will not be accepted.
This Program is not valid in combination with any other offer from Microsoft that involves one or more eligible products.

[MIOL ONLY] The Rebate will be paid by a 3rd party payment company or by Microsoft and converted from USD (US Dollar) to a preferred currency of payment including one of the following: USD (US Dollar), CHF (Swiss Franc), GBP (British Pound), SEK (Swedish Krona), DKK (Danish Krone), NOK (Norwegian Krone), or EUR (Euro). The preferred currency of payment must be confirmed by Participant by email. Only one currency can be selected. If Participant does not confirm a preferred currency of payment after 3 email notifications by Microsoft, Participant will be paid in USD (US dollar).

The rate of conversion from USD to CHF, from USD to GBP, from USD to EUR and USD to other currencies will be published in the email sent to Participant confirming that a wire transfer has been made. The rate will be based on the closing mid spot rate on the last Wednesday of the month prior to when the wire transfer is made. This rate will be based from the London Stock Exchange and can also be found published in the Financial Times on that same date. (For example, rebates paid at the end of December 2015 will be converted using exchange rates based on the closing mid spot rate from the last Wednesday of November 2015).

Participant may be invited by Microsoft to a secure site for submitting banking details. Valid banking details are required for Microsoft to pay the Rebate amount. Failure to submit or correct banking details after the 3rd notification will result in claim being cancelled and funds forfeited. The recipient nominated in the banking details must be a company. The company name must be the same as the name of the Participant making a claim under this Program. Registration with personal banking details instead of a company banking details will result in claims being rejected.

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.

Additional Program Terms for Windows Server/SQL Accelerate Cash Back

"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 an end user, and not for distribution or resale.

"Licensed Offerings" means Licensed Software, Hardware, Services, Documentation Components and Software Assurance collectively.

"Reseller" means an entity (other than Participant's Affiliate(s)) within the Territory that purchases Licensed Offerings from Participant for resale directly to Customers.

"Territory" as stated in the general offer terms.

Program Summary: Windows Server and SQL Cash Back

Program Details and Purpose: Windows Server and SQL Cash Back incentive

Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Effective date	August 1st, 2016	Campaign start date
Customer segment	Small and Medium (SMB) Customers	Small and Medium Business (SMB) customer in Middle East and Africa who is not on Microsoft's internal list of corporate accounts or major accounts during the campaign period.
Licensing Programs, Order Types, Product	Open	For Eligible Products, see table below
Sales Criteria	Resellers that sell an Eligible Product via an Eligible License Type to an Eligible Customer during the Offer Period can receive Cash Back dollars as outlined in the table below provided the minimum license requirement has been met. Cash Back dollars will only be given to Resellers for the maximum number of licenses of Eligible Products.	See Table below
Incentive Award	See table below	See Table Below
Thresholds & Requirements	See Table Below	See Table Below

ELIGIBLE PRODUCT LIST

Product	SKU	Sales Criteria	Total Incentive Award (USD) per SKU
SQL Server Enterprise Edition	810-04987	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120
	810-04964	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120

		Minimum Licenses per Customer: 1	
	810-04977	Maximum Licenses per Customer: 10	$120
	810-04993	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120
SQL Server Standard Edition	228-10816	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120
	228-10817	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120
	228-04615	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120
	228-04628	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$120
SQL Svr Enterprise Core	7JQ-00999	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-01012	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-01000	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-01013	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00324	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00252	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00325	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00253	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00326	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00254	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00327	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7JQ-00255	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
SQL Svr Standard Core	7NQ-00792	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120
	7NQ-00805	Minimum Licenses per Customer: 2 Maximum Licenses per Customer: 10	$120

		Minimum Licenses per Customer: 2	
	7NQ-00793	Maximum Licenses per Customer: 10	$120
	7NQ-00806	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
	7NQ-00241	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
	7NQ-00214	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
	7NQ-00242	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
	7NQ-00215	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
	7NQ-00216	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
	7NQ-00254	Minimum Licenses per Customer: 2	
		Maximum Licenses per Customer: 10	$120
Windows Server Datacenter	P71-07821	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07834	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07835	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07822	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07212	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07221	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07222	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07213	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07214	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07223	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07224	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75
	P71-07318	Minimum Licenses per Customer: 1	
		Maximum Licenses per Customer: 10	$75

Product	Part Number	Licenses	Price
Windows Server Standard	P73-06271	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$75
	P73-06284	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$75
	P73-06285	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$75
	P73-05757	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$75
	P73-05758	Minimum Licenses per Customer: 1 Maximum Licenses per Customer: 10	$75
Windows Server DC Core	9EA-00061	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00062	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00057	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00058	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00043	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00044	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00234	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00232	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00233	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00127	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00128	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00123	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00124	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00125	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15
	9EA-00126	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$15

Windows Server STD CORE	9EM-00230	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10
	9EM-00228	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10
	9EM-00229	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10
	9EM-00123	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10
	9EM-00124	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10
	9EM-00119	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10
	9EM-00120	Minimum Licenses per Customer:2 Maximum Licenses per Customer: 20	$10

MICROSOFT PARTNER NETWORK AGREEMENT

GENERAL TERMS

The parties agree to the following terms for Company's participation in the MPN.

SECTION 1   Scope

The Microsoft Partner Network (the *"MPN"*) is designed to help qualified technology companies build, sell, provide, service, and support solutions for their customers based on Microsoft technologies. To qualify for the MPN, a technology company must sell or provide more than 75 percent of its IT solutions and services or derive 75% or more of their total revenues through the external monetization of their intellectual property solution(s) to unaffiliated third parties– i.e., parties that are not Affiliates. Company's participation in the MPN is voluntary. Nothing in this Agreement restricts Company from working with and using non-Microsoft technologies.

SECTION 2   Definitions

(a)   *"Affiliate"* means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

(b)   "*Company*" means the business entity that meets the qualifications to participate in MPN and that has entered into this Agreement.

(c)   *"Company Contractor"* means either a third party to whom Company delegates one or more of its MPN obligations or a Company Affiliate that is not contracting directly with Microsoft.

(d)   *"Confidential Information"* means non-public information, know-how, or trade secrets in any form that:

(1)   Are designated as being proprietary or confidential; or

(2)   A reasonable person knows or reasonably should understand to be confidential, including but not limited to non-public information regarding either party's products or customers, marketing and promotions (including any templates, reports, or pricing or sales information) and the negotiated terms of Microsoft agreements.

The following types of information, however marked, are not Confidential Information. Information that:

(i)   Is, or becomes, publicly available without a breach of this Agreement;

(ii)   Was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii)   Is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv)   Is independently developed; or

(v)   Is a comment or suggestion one party volunteers about the other's business products or services.

(e)   *"Fix(es)"* means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as commercial Product service packs), or that Microsoft provides to Company when performing Services to address a specific issue.

(f)   *"Location"* means Company's or its Affiliate's primary place of business.

(g)   *"Membership Opportunities"* means the level of Company's participation in the MPN.

(h)   "*Microsoft*" means the Microsoft entity identified in Section 14(l).

(i)   *"Microsoft Materials"* means technology (including Products); Services; Microsoft Services Deliverables; security, technical, sales, and marketing information and resources; training courses and materials; and other benefits, tools, systems or resources Microsoft offers to Company under the MPN.

(j)   "*Microsoft Representatives*" means channel partners (for example, resellers, software advisors, original equipment manufacturers, and distributors), suppliers, vendors, consultants, lobbyists, and any other third party representatives.

(k)   *"Microsoft Services Deliverables"* means any computer code or materials, other than Products or Fixes that Microsoft leaves with Company at the conclusion of the performance of any Services under the MPN.

(l)   *"MPN Website"* means the website located at https://partner.microsoft.com or a successor site designated by Microsoft. The MPN Website provides tools and information about the MPN.

(m)   *"Pre-existing Work"* means any computer code or other written materials developed or obtained independent of this Agreement, whether by or for Microsoft or its Affiliates, or by or for Company or its Affiliates.

(n)   *"Product"* means all Microsoft products and technologies Microsoft makes available under this Agreement, including but not limited to products made available for license for a fee, products provided prior to commercial release, and hardware, including any online services and other web-based services identified on the Product List.

(o)   *"Product List"* means, with respect to any licensing program, the statement published by Microsoft from time to time at http://microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the MPN (which availability may vary by region).

(p)   *"Program(s)"* means one or both of the following Microsoft programs, and any new Programs announced by Microsoft in accordance with Section 3(b) below:

   (1)   Microsoft Authorized Education Partner Program for Academic Volume Licensing, under which partners purchase and resell software licensed under certain Microsoft academic licensing agreements to qualified educational users.

   (2)   Microsoft Partner Incentives program, under which partners can earn incentive payments from Microsoft.

(q)   *"Services"* means support, consulting, training, and other services or advice provided by Microsoft or its agent through the MPN.

(r)   *"Subcontracted Services"* has the meaning given to it under Section 5(f).

(s)   *"Term"* has the meaning given to it under Section 8(a).

SECTION 3   Enrollment in MPN and Programs

(a)   **MPN.** Company will be enrolled in the MPN after it accepts this Agreement, pays a membership fee (where applicable), and is accepted by Microsoft into the MPN. Microsoft may accept or decline to accept Company in the MPN at Microsoft's sole discretion. Microsoft will notify Company when its enrollment is complete.

(b)   **Programs.** Microsoft may notify Company by contacting via e-mail the MPN primary program contact or by other methods as additional Programs are made available. Company may elect to enroll in or participate one or more Programs by satisfying the relevant eligibility criteria available at the websites or other documents referenced in the terms and conditions for such Program(s) in the following attached exhibits:

   (1)   Exhibit A: Microsoft Authorized Education Partner Program for Academic Volume Licensing.

   (2)   Exhibit B: Microsoft Channel Incentives Agreement, which applies to the extent Company participates in any Microsoft Partner incentives programs.

   (3)   Exhibit C: Advanced Support for Partners.

SECTION 4   MPN options and administration

(a)   **Membership Opportunities.** There are four Membership Opportunities covered by the terms of this Agreement:

   (1)   Network;

   (2)   Subscription;

   (3)   Silver Competency; and

   (4)   Gold Competency

   Membership Opportunities and requirements are described more fully on the MPN Website.

(b)   **Competency.** A competency is a MPN recognition given to partners for areas of expertise. The MPN Website explains the competencies and related requirements. After meeting the applicable requirements and paying any additional membership fee (where applicable) Company will be enrolled in an MPN competency.

(c)   **MPN administration**. Microsoft will administer the MPN and its benefits through the MPN Website and MPN communications. Microsoft may communicate with Company to:

   (1)   Administer the MPN;

      (2)   Give Company information about the MPN, including but not limited to sending Company promotional information and information about events and training opportunities;

      (3)   Invite Company to participate in surveys and research;

      (4)   Give Company Microsoft Materials to help it deliver solutions based on Products; and

      (5)   Contact Company at the business number provided with information about the Microsoft Partner Network.

(d)   **MPN changes.**

      (1)   Microsoft may change the MPN, the types of and the requirements of any competency or any other aspect of the program. Microsoft will give Company 30 days' e-mail or other written notice of any substantive MPN changes.

      (2)   Company is responsible to check the MPN Website regularly for all other changes, which are effective on the date they are posted. Changes do not apply retroactively.

(e)   **Company Contractor Restrictions**. For the purposes of obtaining certain MPN competencies, Company may hire one or more Microsoft Certified Professionals ("MCP" as defined on the MPN website) through a Company Contractor to fulfill the necessary MPN competency requirements; provided, however that, Company will ensure that such Company Contractor is engaged and participates in the delivery of any end-customer services related to the applicable MPN competency. Company may not rely upon MCP to satisfy program requirements if Company discovers that MCP is already employed by or otherwise dedicated to another Company. This limitation does not preclude or restrict any Company from engaging a Company Contractor to perform services required by Company or any other partner relating to the MPN and applies only to a Company Contractor's dedication of its MCPs.

(f)   **Access Rights of Company Personnel**. Company is solely responsible for ensuring that only its authorized employees have access to MPN, and that it will promptly remove or deny access to those Company employees that are no longer associated with the Company, or no longer need to access MPN. Company, and not Microsoft, shall be responsible for any unauthorized access by personnel formerly associated with Company, if Company fails to remove or deny such access.

SECTION 5   MPN benefits

(a)   Company will receive the benefits described on the MPN Website. Benefits may vary by Membership Opportunity, competency, and country. Benefits may include Microsoft Materials.

(b)   MPN benefits may require additional fees and have additional terms, conditions, and licenses. Company must (i) accept those additional terms before using any MPN benefit and (ii) use the MPN benefits according to those additional terms and this Agreement. Company may not use the MPN benefit(s) if it does not agree to those additional terms, if applicable.

(c)   Company's Affiliates may participate in the MPN under the Company's Location for the purpose of pooling Company resources to earn Competencies or for sharing benefits.

(d)   Except as otherwise stated, Company may utilize the certifications and skills of Company employees and/or Company Contractors to fulfill MPN requirements. Such Company employees and Contractors may avail themselves of Company's MPN benefits only as long as they are performing work for Company. Once the Company employee and/or Contractor ceases to perform work for the Company, the individual must be disassociated from MPN and the individual must stop using Company's MPN benefits.

(e)   **Services benefits.**

      (1)   Company's use of Services offered as a benefit of the MPN will be governed by this Agreement.

      (2)   Microsoft's delivery of Services depends on Company's full and timely cooperation, as well as the accuracy and completeness of Company's information.

      (3)   Microsoft may offer Services for new Products or discontinue Services for existing Products in accordance with Microsoft's lifecycle policies posted at http://support.microsoft.com/lifecycle, or at a successor site that Microsoft identifies. There may be cases where Company's implementation of Products cannot be effectively supported. As part of providing the support Services, Microsoft will notify Company if Microsoft reaches that conclusion.

(4)   Services and associated Microsoft Services Deliverables are provided subject to the rules and restrictions contained on the MPN Website, in addition to the following:

(i)   Third Party Content. Microsoft may provide links to third party web sites and content in the Services and Microsoft Services Deliverables. The linked sites and content are not under Microsoft's control and Microsoft is not responsible for such content. Microsoft does not support or endorse any third party sites or content and provides these links solely as a convenience. Microsoft makes no representations or warranties, express, implied or statutory, as to any third party web sites or content.

(ii)   Updates. During the Term, Microsoft may provide Company with updates to the Services or Microsoft Services Deliverables, at Microsoft's discretion. Microsoft has no duty to update the Services or Microsoft Services Deliverables.

(iii)   Request for Customer Information. To assess the value of the Services, Company will provide Microsoft with the following information regarding those Company customers who have benefitted from such Services:

      a.   Customer name (optional and with customers' prior consent)
      b.   Customer industry and size information
      c.   Customer opportunity size
      d.   Total customer opportunity versus portion attributable to Services
      e.   Win/Loss data (dates, reasons, perceived value of Services)

(iv)   Request for MPN Feedback. Company will periodically provide feedback on Company's experience with the Services:

      a.   Value/quality of the Microsoft Services Deliverables
      b.   Quality of support
      c.   Customer's perceptions
      d.   Impact on Company's business

Terms of Section 9(d) below apply to all feedback provided by Company.

(5)   Use, Ownership, and License Rights for Microsoft Services.

(i)   Fixes. Microsoft retains all rights and ownership in the Fixes. Each Fixe is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product any use terms Microsoft provides with the Fix will apply. In the event a customer of Company requests a Fix or Fixes from Company, Company shall notify Microsoft in writing of such request, specifically identifying the Fix requested and the customer, and Microsoft may authorize Company in writing to sublicense some or all of the Fixes to such customer Company's rights pursuant to any terms Microsoft provides. If Microsoft or Company terminates this Agreement, the license grant in the Fixes will be terminated as well.

(ii)   Microsoft Services Deliverables. Microsoft retains all rights and ownership in the Microsoft Services Deliverables. Microsoft grants Company a non-exclusive, non-transferable, fully paid-up, license to use, reproduce and modify the Microsoft Services Deliverables for Company's internal business operations, including but not limited to building a services practice (e.g., through the use of Practice Accelerator). If Microsoft provides certain Microsoft Services Deliverables to Company to facilitate Company's building of a services practice (e.g., customizable reference architecture documents), Microsoft also grants Company the right to distribute such Microsoft Services Deliverables to Company's customers solely for customers' internal business operations. If Microsoft or Company terminates this Agreement, the license grant in the Microsoft Services Deliverables will be terminated as well.

(iii)   Pre-existing Work. All rights in any Pre-existing Work will remain the sole property of the party providing the Pre-existing Work. During the performance of the Services, each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to the Services.

(iv)   Affiliate rights. Company may sublicense the rights in this Section 5(e)(5) to its Affiliates. However, Company's Affiliates may not sublicense these rights (except to Company's customers as specified in this Section 5(e)(5))

(v)   Non-Microsoft software and technology. Company is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Microsoft Services Deliverables.

(vi)   Restrictions. Company must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix or Microsoft Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement; or (3) work around any technical limitations in the Products or Microsoft Services Deliverables or restrictions in Product documentation. Except as expressly permitted in writing, Company must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Microsoft Services Deliverable to offer hosting services to a third party.

(vii)   Distribution indemnification and additional restrictions. In those instances, in which Company is authorized to sublicense any rights or distribute any Microsoft Services Deliverables or Fixes in this Section 5, such sublicense or distribution must be made pursuant to a written agreement that includes the license grant with a statement of ownership and restrictions consistent with the terms of this Agreement. Company remains obligated under this Agreement for its customers' and Affiliates' compliance with the terms of this Section 5. Company will indemnify and hold Microsoft harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees or legal costs, that relate to Company's sublicense or distribution of any Microsoft Services Deliverables, Fixes, Sample Code, or Pre-Existing Work (collectively, the "*Sublicensed Materials*"), including as arise from:
   a.   Company's Affiliates' or customers' use of the Sublicensed Materials;
   b.   Company's or Company's Affiliates' negligent or willfully wrongful acts associated with distribution or marketing of or relating to the Sublicensed Materials;
   c.   Any additions or modifications Company or Company's Affiliate makes of the Sublicensed Materials; and
   d.   Any use of the Sublicensed Materials in violation of this Agreement.

(viii)   Reservation of rights. Products, Fixes, and Microsoft Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products, Fixes, or Services Deliverables and (2) reserves all rights not expressly granted by Microsoft.

(f)   Subcontracted Services benefits. Microsoft may deliver the following Services (the "*Subcontracted Services*") on Company's behalf to Company's Dynamics Customers (as defined below) subject to the terms and conditions set forth in this Agreement and in the Subcontracted Services benefits description available at the MPN Website, or at such other location as Microsoft may designate (the "*Subcontracted Services Description*"):

(1)   Problem Resolution Support: Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products.

(2)   Advisory Services: Advisory Services provide short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for proactive and strategic services such as consultative assistance for design, development and deployment issues.

"*Dynamics Customers*" means end users of Microsoft Dynamics products for whom Company provides Microsoft Dynamics product related services. Company must initiate requests on behalf of a Dynamics Customer and coordinate and participate in the delivery of the Subcontracted Services

with Microsoft through the resource described in the Subcontracted Services Description. By initiating a support request on behalf of its Dynamics Customer, Company represents that it has obtained consent from such Dynamics Customer to provide the required contact information to Microsoft and for Microsoft to contact the Dynamics Customer. The Subcontracted Services Description is incorporated into and forms part of the Agreement, and may be changed in Microsoft's discretion in the manner described in Section 14(h)(2) below.

(g) **Software benefits.**

(1) Company's right to use Products offered to Company under the MPN will be governed by this Agreement and the terms of the license agreement packaged with or otherwise applicable to a Product. Company's use of Product rights granted for Company's internal use is governed by the applicable Product license found here: http://www.microsoft.com/en-us/legal/IntellectualProperty/UseTerms/Default.aspx (or at any successor website where such Product licenses are publicly accessible). If there is any direct conflict between this Agreement and any terms of a separate license agreement not resolved explicitly on the face of such documents, then the terms of this Agreement will control. If a particular subject is addressed in the separate agreement and not in this Agreement, then the terms of the separate agreement will control.

(2) Separately, Company will acquire enough Microsoft Product licenses through applicable Microsoft licensing programs to enable Company's use of the Microsoft Product under the specific licensing terms associated with each Microsoft Product, including a sufficient number of licenses to cover:

(i) The quantities of the Microsoft Product Company uses; and

(ii) The maximum number of users and devices that may access or use the Microsoft Product under Company's agreements with Microsoft or a reseller.

Microsoft may take actions, including the following, to ensure that Company complies with the Agreement and this Section 5(g)(2). Microsoft may conduct audits under Section 13(a) of this Agreement and may contact Company and/or take actions to prevent Company from using more Products than authorized by this Agreement.

(3) Company's benefits under the MPN, including Products will be valid for the Term of this Agreement only, and may not be distributed to Company's customers, except for the rights granted in Sections 5(e) and 5(f). Company will inform Microsoft if Company:

(i) Knows or suspects that a customer does not have enough Microsoft licenses, or

(ii) Knows or suspects that a customer is violating a Microsoft license agreement.

(h) **No technology transfer arrangement.** This Agreement does not create a "technology transfer" agreement because:

(1) The technology (including any Products) made available under this Agreement is not an integrated part of a technology chain for production or management purposes; and

(2) The technology (including any Products) will have its own technology license. Company will not hold itself out as Microsoft's technology recipient. Company will not identify Microsoft as a technology provider under this Agreement.

SECTION 6   Trademarks

(a) **Limited trademark license.** The *"Microsoft Marks"* include those trademarks, logos, symbols, and names identified in the Microsoft logo guidelines on the MPN Website and the Partner Logo Builder Tool. Company must meet criteria explained on the MPN Website to use the Microsoft Marks. Microsoft grants to Company a nonexclusive, nontransferable, limited, royalty-free license to use the applicable Microsoft Marks as long as it meets the criteria on the MPN Website. Microsoft is the sole owner of the Microsoft Marks and all associated intellectual property rights and is the sole beneficiary of any goodwill related to Company's use of them. Company will:

(1) Not use any names or trademarks owned by Microsoft, including but not limited to words, phrases, symbols or designs, or combinations thereof that identify or distinguish Microsoft as the source of

the products or services, except for the Microsoft Marks referred to in the Microsoft logo guidelines on the MPN Website and the Partner Logo Builder Tool.

(2) Not acquire any right, title or interest in the Microsoft Marks because of its use of the Microsoft Marks.

(3) Not register, adopt or use any name, trademark, domain name or other designation that includes any part of a Microsoft Mark, or any term that is confusingly similar to a Microsoft Mark. This includes a translation or transliteration of a Microsoft Mark.

(4) Use the Microsoft Marks only in connection with Microsoft Materials:

(i) In the form Microsoft provides;

(ii) For MPN advertising and promotion activities or as permitted in an exhibit; and

(iii) According to the terms of this Agreement and the MPN Website.

(5) Not alter, animate, or distort the Microsoft Marks or combine them with any other names, logos, slogans, symbols, words, images, design elements, or other trademarks.

(6) Not use any of the Microsoft Marks or Microsoft Materials for the transmission or distribution of unsolicited commercial e-mail or in any manner that violates local law or custom or conflicts with the Microsoft policies published on http://microsoft.com or through the MPN.

(7) Not use the Microsoft Marks in association with any third-party trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to ownership of the Microsoft Marks.

(8) Maintain the quality of the solutions and services Company offers in relation to the Microsoft Marks and the Microsoft Materials at a level commensurate with the quality of services Company offered before the date of this Agreement. The quality of Company solutions and services must also meet or exceed standards of quality and performance generally accepted in the industry.

(9) Promptly correct any improper use of the Microsoft Marks and deficiencies in the quality of its solutions and services on notice from Microsoft.

(b) **Referential use of trademarks.** Company may use Microsoft's corporate name, technology names, and trademarks in plain text to accurately identify and refer to Microsoft and its technology and Services in accordance with Microsoft's trademark usage guidelines. Company may not use the logos, trade dress, designs, or word marks in stylized form. Such use must not cause confusion about the source of Company's solutions and services or Company's relationship with Microsoft.

(c) **Notices.** Company must not remove any copyright, trademark or patent notices in or on Microsoft Materials. Company must include Microsoft's copyright notice on the labels for tangible media containing licensed Microsoft technology. Company must also include Microsoft's copyright notice on documentation for licensed Microsoft technology, Products and Services, including online documentation. Company must use the right trademark, licensed Microsoft technology, Products or Services descriptor and trademark symbol (either "™" or "®") when first mentioning a licensed Microsoft technology name in any advertisement, brochure or other form of communications. The mention must also indicate Microsoft's (or Microsoft supplier's) ownership of the trademark. Microsoft's trademark usage guidelines are located at http://www.microsoft.com/about/legal/intellectualproperty/trademarks/usage/default.mspx.

(d) **Right to control.** Microsoft has the sole right to, and at its discretion may, control any action concerning the Microsoft Marks and any other Microsoft names or trademarks. Microsoft reserves the right to terminate or modify this license to use the Microsoft Marks and any other Microsoft names or trademarks at any time. Company may not assign, sublicense or otherwise transfer its rights under this section without Microsoft's prior written consent.

SECTION 7   Fees and taxes

(a) **MPN fee.**

(1) Company agrees to pay Microsoft the annual MPN fee for paid Membership Opportunities (where applicable) and other applicable benefit fees if it qualifies and enrolls in the MPN.

(2) Price is an estimated price and is subject to variations, such as foreign exchange rates.

(b) **Invoicing and payments to Company.**

(1) Overpayments. The amounts and fees to be paid by Microsoft to Company under this Agreement, if applicable, may be adjusted by Microsoft if Company receives an overpayment. Microsoft may deduct any overpayment from future payments owed to Company. Company is responsible for promptly repaying any overpayment received from Microsoft. Microsoft may pursue alternative means of collection if the amount of the overpayment is not paid or offset against payments owed to Company within a reasonable time.

(2) Payment offsets. Company must be current in Company's payment obligations to Microsoft under this Agreement and all other agreements. If Company is not current in such payment obligations, Company will be deemed in breach of this Agreement and, in addition to any other remedies Microsoft may have in relation to such breach, Microsoft may offset payments owed to Company.

(3) Third parties. Microsoft is not obligated to any third parties who might claim rights under this Agreement. Microsoft will not pay any amounts or fees owed to the Company to any third party other than Company unless (i) Company has authorized Microsoft in writing to make such payment; or (ii) Microsoft is ordered to do so by a court of law.

(c) **Taxes.**

(1) The amounts to be paid to Microsoft under this Agreement do not include any foreign, U.S. federal, national, state, provincial, local, municipal or other governmental taxes (including without limitation goods and services taxes), stamp or documentary taxes, duties, levies, fees, excises or tariffs, arising as a result of or in connection with the transactions contemplated under this Agreement.

(2) Neither party is liable for any taxes the other is legally obligated to pay, including but not limited to net income or gross receipts taxes, franchise taxes, and property taxes, which relate to any transactions contemplated under this Agreement. Each party will pay to the other any sales, use or value added taxes it owes due to entering into this Agreement and which the law requires be collected from it by the other party. Neither party will collect taxes covered by a valid exemption certificate provided by the other. Each party agrees to indemnify, defend and hold the other party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities related to the indemnifying party's tax obligations.

(3) If the law requires that taxes be withheld from any payments from one party to the other, such amounts will be withheld and paid to the appropriate taxing authority. The party that withholds such taxes will secure and deliver to the other party an official receipt for those withholdings and other documents reasonably requested by the other party in order to claim a foreign tax credit or refund. The parties will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

(4) This Section 7(c) will govern the treatment of all taxes relating to this Agreement, except as explicitly otherwise provided in an Exhibit.

SECTION 8 Term and Termination

(a) **Term**

(1) This Agreement will take effect on the date Microsoft accepts this Agreement (the *"Effective Date"*). With respect to Company's Network Membership Opportunity, the Agreement will continue for three (3) years from the Effective Date (the *"Term"*), unless terminated earlier or superseded by a more recent signing of this Agreement. If Company upgrades to a paid Membership Opportunity during the Term, the Effective Date will change to the date Microsoft accepts the upgrade. The term of each Exhibit will be coterminous with the Term. Termination of

this Agreement will result in the termination of each Exhibit executed under it. The termination of, or Company's ineligibility to participate under, any program or incentive set out in any Exhibit, in itself, will not result in the termination of the remainder of the Agreement or any other Exhibit, the terms of which will continue to be in full force and effect.

(b) **Renewal.**

(1) **In General**. This Agreement will not renew automatically. Microsoft may choose not to renew Company's membership in the MPN. If Company chooses to re-enroll in the MPN on expiration of the Term, Company must do so on the MPN Website. Company is ineligible to re-enroll in the MPN if Microsoft previously terminated Company's membership

(2) **Annual Renewal of paid membership.** Notwithstanding the three (3) year term for a Network Membership Opportunity, paid Membership Opportunities will need to be renewed on an annual basis. Company's paid Membership Opportunities will only renew if Company pays the applicable membership fee and, as applicable, meets the requirements established for the applicable Membership Opportunity(ies) for that annual renewal period.

(3) **Automatic Payment Option for paid membership.** Company may elect to participate in an auto-renewal feature to pay its annual membership fees for paid Membership Opportunities. Where Company participates in such auto-renewal, the following provisions also apply:

(i) Company represents and warrants that its paid membership is primarily for business purposes, and that the credit card, debit card or bank account used to make automatic payments under this Agreement was established primarily for business purchases and not for personal, family, or household purposes.

(ii) Company is pre-paying a 12-month membership term for its Paid Membership Opportunity(ies) (each such 12 month period being a "Membership Term"). Upon receipt of such auto-payment, Company's paid Membership will automatically renew at the end of each Membership Term or another Membership Term.   Company agrees that Microsoft may automatically renew its paid Membership Opportunities and charge its stored credit or debit card or bank account (the "Stored Payment Method") seven (7) days prior to the first day of each new Membership Term (the "Anniversary Date"), unless you cancel your membership before such date (or Microsoft no longer offers the Membership Opportunity). If the Stored Payment Method is no longer valid, has expired, or for any reason will not accept charges, Microsoft will attempt to contact Company to effect payment prior to the Anniversary Date. If payment is not received by the Anniversary Date, Company will be unable to access the benefits. Company will not hold Microsoft responsible for any overdraft charges or fees which Company may incur during any Membership Term. Upon providing new, valid payment method such payment method will become the new Stored Payment Method and will be used to charge any subsequent Membership Terms.

(iii) Thirty (30) days prior to any Anniversary Date, we will send a renewal notice to the email address set forth in Company's membership account (the "Renewal Notice"). The Renewal Notice advise that Company's current Membership Term is about to end, the date of the Anniversary Date, the price applicable to the applicable paid Membership Opportunity for the new Membership Term.   To avoid your Stored Payment Method being charged for the next Membership Term, you must cancel your membership before the date which is seven (7) days prior to the Anniversary Date by following the instructions in the Renewal Notice or as set forth in the below paragraph (v). Please keep a record of when the then current Membership Term ends and the next Anniversary Date. You are responsible for timely canceling your membership regardless of whether you receive a Renewal Notice.

(iv) The initial membership payment will be paid in accordance with Section 7 of this Agreement and is payable upon enrollment in the applicable paid Membership Opportunity. The price of the membership may change in subsequent Membership Terms, and we will provide you

notice of the membership price prior to each new Membership Term, in accordance with paragraph (iii) above. Renewal of membership payments are due 7 days prior to the Anniversary Date and will automatically be charged to the Stored Payment Method. Changes to notice information or payment information may be made through the Microsoft Partner Network portal, or by contacting support.

(iv)	Where Company is participating in auto-renewal, Microsoft will refund its renewal membership payment provided that Company cancels its paid Membership Opportunity(ies) within thirty (30) days following the Anniversary Date and where Company has not used any software benefits associated with its account during such 30 day period. After the end of the applicable 30 day refund period or if Company has used the software benefits during the 30 day period, Company's renewal membership payment is non-refundable.

**(c)	Termination without cause.** Either party may terminate this Agreement or an Exhibit at any time, without cause, on 30 calendar days' notice. Company may not terminate the Agreement and remain a participant under any Exhibit or any incentive program.

**(d)	Termination for cause.**

(1)	Microsoft may terminate this Agreement immediately (i) if Company no longer sells or provides IT solutions and services or derive 75% or more of their total revenues through the external monetization of their intellectual property solution(s) to unaffiliated third parties, (ii) upon Company making any assignment for the benefit of creditors, filing a petition of bankruptcy or being adjudged bankrupt or becoming insolvent or being placed in the hands of a receiver (or any equivalent of any of these proceedings or acts), (iii) upon discovery of any distribution by Company of Microsoft Materials in violation of this Agreement, (iv) upon violation of Section 14(d), or (v) upon Company's infringement, misuse or misappropriation of Microsoft's intellectual property.

(2)	Either party may terminate this Agreement immediately upon the other's unauthorized disclosure of its Confidential Information.

(3)	If either party breaches any provision of this Agreement (other than a breach specified in Sections 8(d)(1) and 8(d)(2)) that is considered curable, the non-breaching party will give 30 calendar days' e-mail or written notice to the other party and an opportunity to cure its breach. If the cause for termination is not curable, termination will be effective on notice from the non-breaching party. Microsoft retains its other rights and remedies.

**(e)	Waiver of required approval.** To the extent necessary to implement the termination provisions of this Agreement, each party waives any right it has, or obligation that it may have, now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision or judgment of any court to terminate this Agreement or to effect a variation or termination by using a statutory form.

**(f)	Effect of termination or expiration**. Upon termination or expiration, Company must immediately stop using any rights and benefits granted by this Agreement and the MPN. Microsoft will not refund any membership fees paid, nor be liable to Company for any loss of profits, goodwill, or otherwise arising as a result of such termination or expiration. Except in the event that Company terminates this Agreement for cause pursuant to Sections 8(d)(2) or 8(d)(3), Company will not be entitled to a refund of any fees or other amounts paid to Microsoft as a result of termination or expiration. Company will do one of the following within 10 days of termination or expiration and at Microsoft's discretion:

(1)	Return all copies of Microsoft Confidential Information, Microsoft Materials and other documents that Company received because of this Agreement; or

(2)	Destroy all such specified documents, Microsoft Confidential Information and Microsoft Materials, including copies, and give Microsoft a certificate of destruction signed by an officer of the Company. Termination of this Agreement will not terminate any unresolved prior support requests. This Agreement will continue to apply until such unresolved requests are resolved or otherwise closed.

(3)   Microsoft may deactivate or otherwise limit Company's Product keys without prior notice when Company's subscriptions and/or competencies expire or are terminated.

(g)   Survival. Sections 5(e)(5)(vii) (Distribution indemnification and additional restrictions), 7(c) (Taxes), 8(f) (Effect of termination or expiration), 8(g) (Survival), 9 (Confidentiality and privacy), 10 (Representations and warranties), 11 (Indemnification), 12 (Limitations of liability), 13(a) (Verifying compliance and Audit Rights), 13(d) (Anti-piracy), 14 (Miscellaneous) and Microsoft's rights to payment for fees and expenses incurred prior to expiration or termination will survive the expiration or termination of this Agreement, as will those provisions explicitly identified in any Exhibits as surviving expiration or termination.

SECTION 9   Confidentiality and privacy

All information exchanged under this Agreement or relating to the MPN is subject to the nondisclosure agreement between the parties, if any, as well as Section 9(e). The following applies if information was exchanged prior to execution of the nondisclosure agreement, there is no existing nondisclosure agreement, or if such existing nondisclosure agreement is terminated or otherwise ceases to be in effect:

(a)   Use of Confidential Information. For a period of five years after initial disclosure:
(1)   Neither party will disclose the other's Confidential Information to third parties. Each party will use such information only for purposes of performing under this Agreement. Each party will take reasonable steps to protect the other's Confidential Information;
(2)   Each party may disclose the other's Confidential Information to its Affiliates, employees and contractors. Such party remains responsible for any unauthorized use or disclosure. These disclosures may be made only on a need-to-know basis, subject to the obligations of this section; and
(3)   In addition to Section 8(f), each party will return Confidential Information to the other party or destroy it at the other's request when it is no longer needed to perform under this Agreement.

(b)   Disclosure if required by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, the disclosing party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

(c)   Cooperation in the event of disclosure. Each party will promptly notify the other on discovery of unauthorized use or disclosure of Confidential Information. Each party will use reasonable effort to help the other party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

(d)   Right to use feedback. Either party may provide suggestions, comments or other feedback to the other party with respect to the other party's products and services. Feedback is voluntary and, even if designated as confidential, the party receiving feedback may use it for any purpose without obligation of any kind. The party receiving feedback will not disclose the source of feedback without the consent of the party providing it. Unless the parties specifically agree in writing, feedback will not create any confidentiality obligation.

(e)   Customer information privacy and lead generation. Microsoft may assist Company with sales lead generation and support. The assistance may include access to information, tools, templates and reports (e.g., the partner sales management system). Microsoft may also share information with Company that contains customer information, which may include Personally Identifiable Information. *"Personally Identifiable Information"* means any information that can be used to identify, contact, or locate a person, such as a person's name, address, e-mail address or phone number. Company will only use customer information received from Microsoft to sell Products or Services of interest to the customer or as otherwise permitted under this Agreement. Company will not use or share customer information received from Microsoft for any other purpose unless Company first obtains customer's consent. Company may only contact customers using their previously indicated preferred means of communication; if Company relies upon a list of e-mail addresses provided by Microsoft to contact customers in Canada, Company must send such e-mails within nine business days of receiving the list from Microsoft. Any such emails sent to

customers in Canada must also include an unsubscribe mechanism provided by Microsoft that allows recipients to withdraw their consent from Microsoft or any other partner who Microsoft has authorized to send such messages, and a link to Microsoft's online Privacy Statement. When sending an email to customers in Canada, please use the following opt-out language: "If you would prefer not to receive future promotional emails from Microsoft and its family of companies, or any authorized Microsoft partners, click here. For more information, see Microsoft's Privacy Statement." Company will take reasonable security measures to protect Personally Identifiable Information from unauthorized use, access, disclosure, alteration or destruction, including by its vendors. Security measures will include access controls, encryption and any other security means that are legally required or standard for the industry. Company may share leads with Microsoft so that it can assist with Company's promotion and sale of Microsoft Products and Services. Company will comply with all applicable notice or consent laws before sharing the Personally Identifiable Information with Microsoft. Company agrees to comply with Microsoft's privacy standards and policy. All other Company data disclosed to Microsoft under the MPN will be protected by the Privacy Statement at the MPN Website.

SECTION 10   Representations and warranties. Microsoft warrants that it will use reasonable care and skill to administer the MPN. Company's effort and resulting performance are under Company's control. Microsoft does not guarantee Company's satisfaction with the MPN or Company results. Except for loss and damage which cannot be limited or excluded under applicable law:

(a)   Microsoft provides the Microsoft Materials and Fixes to Company "as is," and without warranties of any kind; and

(b)   **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED HEREIN, MICROSOFT EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. OTHERS THAT MAY BE INCLUDED ARE LACK OF VIRUSES, QUIET ENJOYMENT, SCOPE OF LICENSE, LACK OF ERRORS, SATISFACTORY CONDITION OR QUALITY. THE DISCLAIMER ALSO INCLUDES ANY IMPLIED WARRANTY OR CONDITIONS ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

SECTION 11   Indemnification

Company will defend, indemnify and hold Microsoft and its officers, directors, employees, contractors, Affiliates and agents harmless from any and all third-party claims, suits, demands, costs, liabilities, expenses, damages (including reasonable attorneys' costs and fees) and judgments (or settlements to which Company consents) related to any default or breach or alleged default or breach of this Agreement or any other act or omission by Company relating to its role under this Agreement based on (i) Company's failure to comply with applicable laws, rules or regulations; or (ii) any gross negligence, willful misconduct or strict liability of Company. Company will provide Microsoft with reasonably prompt notice of claims, permit Microsoft through mutually acceptable counsel to answer and defend claims, and provide Microsoft with reasonable information and assistance to help Microsoft defend claims at Microsoft's expense. Microsoft has the right to employ separate counsel and participate in the defense of any claim at its own expense.   If Microsoft decides to do this, Company and Microsoft will work together in good faith to reach decisions about which both parties agree. Company must have Microsoft's written consent before settling any Company claim or publicizing any settlement. Microsoft will not unreasonably withhold its consent.

SECTION 12   LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, COMPANY'S DEFENSE AND

INDEMNIFICATION OBLIGATIONS, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR ANY DIRECT OR INDIRECT LOSS OF PROFITS, DATA, BUSINESS, OR ANTICIPATED SAVINGS DUE TO FRAUD OR GROSS NEGLIGENCE.

SECTION 13   Additional obligations and conditions

(a)   Verifying compliance and Audit Rights.

(1)   Company will keep all usual and proper books, documents, records, papers, and other materials relating to its performance of this Agreement ("*Relevant Records*"). Company's record-keeping obligations, apply to Company's certifications in Section 14(d)(2) and its compliance with Anti-Corruption Laws. Company will keep documents for the acquisition, delivery and destruction of licensed Products. These documents include:

(i)   Products delivered as part of the Microsoft Action Pack Subscriptions; and

(ii)   Microsoft volume license product keys that Microsoft authorizes Company to use under this Agreement.

(2)   Company will keep these documents during the Term, and for two years after this Agreement ends, except that if Company's principal place of business is in India, Company will keep these documents during the Term and for eight years after this Agreement ends. During this period, Microsoft's audit team, which may include third party auditors, may audit Company's Relevant Records, operations, processes and facilities for the sole purpose of verifying Company's compliance with this Agreement. To the extent Company acquires Product licenses outside of the MPN ("*Separate Product Licenses*"), compliance verifications will be controlled by the agreements that govern the Separate Product Licenses. Company consents to an audit of its Relevant Records upon 5 business days' prior notice, except for audits related to counterfeit Products, which does not require prior notice. Microsoft may validate all customer references supplied by Company according to the MPN requirements.

(3)   If Company is using Microsoft Materials for training courses, Microsoft or a representative may audit Company's training courses that use Microsoft Materials ("*Microsoft Courses*") without notice. Such audits may include a formal written critique of Company's trainers' software, technical knowledge, and delivery skills. The critique may also review the equipment, facilities, student rosters for Microsoft Courses taught, Microsoft Materials provided to students, and Microsoft Materials inventory. Microsoft will notify Company in writing if it determines that:

(i)   Company is not delivering Microsoft Courses in a professional manner;

(ii)   Company is not providing an effective learning environment or experience;

(iii)   The facilities and equipment are not sufficient for quality training to occur; or

(iv)   Microsoft Materials acquisitions for training courses do not match the total number of students trained in Microsoft Courses, Microsoft Courses taught, and current Microsoft Materials inventory. Microsoft may terminate this Agreement if not cured according to Section 8(d) of this Agreement. Microsoft may also terminate Company's Learning competency status.

(4)   Audits will be conducted during Company's normal business hours in a manner that does not unreasonably interfere with Company's normal business activities. Company will give the auditor access to the Relevant Records, processes, facilities, and employees that the auditor needs to complete a thorough audit. Company will have all Relevant Records and operations available to the auditor at the beginning of the audit if Microsoft provides advance notice. Microsoft and its third-party auditors will conduct all inspections accompanied by a Company employee. Microsoft will pay the cost of any audit required to verify compliance with Anti-Corruption Laws. Company will pay Microsoft's audit costs if an audit uncovers a terminable breach of this Agreement as defined in Section 8(d) or a discrepancy of 5% or more in Company's use of license benefits (measured as amount Company actually paid relative to amount that Company should have paid for Company's use of such licenses) during the applicable audit period. If an audit reveals unlicensed Product use, Company must, at Microsoft's discretion, either remove the unlicensed Product, or acquire the necessary additional licenses at a single retail license cost within 30 days. Microsoft may exercise its rights under this provision any time it has a good faith reason to believe

that Company or its representatives are in violation of any Anti-Corruption Laws in connection with this Agreement. In addition, Microsoft may further exercise its rights under this provision for any other reason at any other time not to exceed once every 12-month period.

(b) **Advertising and publicity.** Microsoft may only use Company's name, corporate logos, or identity in advertisements or promotions for the MPN with Company's consent. Company will not unreasonably withhold or delay its consent. Company will be deemed to grant its consent if it does not respond to Microsoft's request within 30 days.

(c) **Business purposes.** Company enters this Agreement and acquires the related Services and Microsoft Materials for business purposes only.

(d) **Anti-Piracy.**

    (1) **No unauthorized activities or infringement.** Company will (a) not engage or participate in any unauthorized manufacture, duplication, delivery, transfer, or use of counterfeit, pirated, unlicensed, or illegal Microsoft Materials and will enforce strong internal controls to prevent the same by Company's employees; (b) comply with applicable terms relating to the use of any Microsoft Materials; (c) only supply original, licensed Microsoft Materials to customers; (d) not otherwise infringe any of Microsoft's intellectual property rights; and (e) not supply any Microsoft Materials to resellers or customers who engage in the use, manufacture, distribution or other supply or transfer of counterfeit, pirated, or unlicensed Microsoft Materials.

    (2) **Cooperation and reporting violations.** Company will reasonably co-operate with Microsoft in the investigation of any counterfeit, pirated or illegal Microsoft Materials. Company will promptly report to Microsoft any suspected counterfeiting, piracy, or infringement of copyright, trademarks, patents, or other intellectual property rights in any Microsoft Materials or other intellectual property owned by Microsoft, its affiliates, and/or licensors.

(e) **Reservation of rights.** Microsoft reserves all rights not expressly granted in this Agreement.

SECTION 14   Miscellaneous

(a) **Relationship of parties.** Any use of the term "partner" is for reference purposes only. The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, agency relationship or fiduciary relationship and does not create a franchise. Neither Company nor any of its representatives may make any representation, warranty or promise on Microsoft's behalf or otherwise bind Microsoft.

(b) **Notices**. Notices may be provided either by electronic or physical mail. The contact person(s) identified during enrollment in the MPN profile will receive notices at the address provided by Company. For notices and requests to Microsoft, notices should be sent to the Microsoft entity identified in Section 14(l). Each party may change the persons to whom notices will be sent by giving notice to the other. Notices are considered delivered on the date shown on the confirmation of delivery. Company will give Microsoft prompt notice if Company becomes insolvent or enters insolvency, bankruptcy or other similar proceedings under applicable laws.

(c) **Applicable law.** Applicable law, jurisdiction and venue for this Agreement are identified below. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief for a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order. Injunctive relief or enforcement of recognition may be sought in any appropriate jurisdiction. If either party begins litigation in connection with this Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

    (1) **Generally**. Except as provided in Section 14(c)(2), the laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in

the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington.

(2) **Other terms**. If Company's principal place of business is in one of the countries or regions listed below, the corresponding provision applies and supersedes Section 14(c)(1) to the extent that it is inconsistent:

(i) If Company's principal place of business is in Australia or its external territories, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, Cook Islands, Fiji, French Polynesia, French Southern Territories, Hong Kong S.A.R., India, Indonesia, Kiribati, Lao Peoples Democratic Republic, Macao S.A.R., Malaysia, Maldives, Marshall Islands, Mayotte, Micronesia, Myanmar, Nauru, Nepal, New Zealand, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, Sri Lanka, Thailand, Timor-Leste, Tokelau, Tonga, Tuvalu, Wallis and Futuna Islands, Vanuatu or Vietnam, this Agreement is construed and controlled by the laws of Singapore.

> a. If Company's principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, Company consents to the non-exclusive jurisdiction of the Singapore courts.

> b. If Company's principal place of business is in Bangladesh, Hong Kong S.A.R., India, Indonesia, Macao S.A.R., Philippines, Sri Lanka, Thailand or Vietnam, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("*SIAC*"), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Bangladesh, India, Indonesia, Philippines, Sri Lanka, Thailand or Vietnam (as appropriate), or elsewhere. If Company's principal place of business is in India, the courts of New Delhi shall have exclusive jurisdiction to entertain any suits relating to enforcement of the award and/or for award of any interim protection.

(ii) If Company's principal place of business is in Japan, the following applies: The Agreement will be construed and controlled by the laws of Japan. Company consents to exclusive original jurisdiction and venue in the Tokyo District Court.

(iv) If Company's principal place of business is in Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Congo, Cote d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of Sao Tome and Principe, Denmark, Djibouti, Egypt, Estonia, Ethiopia, Faeroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guadeloupe, Guinea-Bissau, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, the Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Republic of Cabo Verde, Republic of Equatorial Guinea, Republic of Guinea, Republic of Senegal, Reunion, Romania, Russian Federation, Rwandese Republic, Saint Helena, San Marino, Saudi Arabia, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City State, Yemen, Zaire, Zambia, or Zimbabwe, the following applies:

The Agreement is governed by and construed according to the laws of Ireland. Company consents to the jurisdiction of and venue in the Irish courts in all disputes relating to this Agreement.

(v)   If Company's principal place of business is in the People's Republic of China, the following applies. For purpose of this Agreement, the People's Republic of China does not include Hong Kong S.A.R., Macao S.A.R., or Taiwan:

The Agreement will be construed and controlled by the laws of the People's Republic of China. Company consents to submit any dispute relating to the Agreement and any addendum to binding arbitration. The arbitration will be at the China International Economic and Trade Arbitration Commission in Beijing ("*CIETAC*") according to its then current rules.

(vi)   If Company's principal place of business is in Colombia or Uruguay, the following applies:

All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be settled by arbitration. The arbitration will be according to the UNCITRAL Arbitration Rules as presently in force. The appointing authority will be the International Chamber of Commerce ("*ICC*") acting according to the rules adopted by the ICC for this purpose. The place of arbitration will be Seattle, Washington, U.S.A. There will only be one arbitrator. The award will be in law and not in equity and will be final and binding on the parties. The parties hereto irrevocably agree to submit all matters and disputes arising in connection with this Agreement to arbitration in Seattle, Washington, U.S.A.

(vii)   If Company's principal place of business is in Republic of Korea, the following applies: The Agreement will be construed and controlled by the laws of Republic of Korea. Company consents to the exclusive original jurisdiction and venue in the Seoul Central District Court.

(viii)   If Company's principal place of business is in Taiwan, the following applies:

The terms of this Agreement will be construed and controlled by the laws of the Republic of China, Taiwan. The parties hereby designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement.

(d)   Compliance with laws; Microsoft policies and Company Location.

(1)   **Export restrictions**. Each of the parties acknowledges that the hardware and software (collectively, and strictly for the purposes of this Section 14(d), "*Material*s") of the other are subject to U.S. export jurisdiction. Each party will comply with all applicable international, national, and local laws that apply to the other party's Materials or to the transfer, export or re-export of any products sold or distributed under this Agreement, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/

(2)   **Compliance with Anti-Corruption and Anti-Money Laundering Laws**.   Microsoft prohibits corruption of government officials and the payments of bribes or kickbacks of any kind, whether in dealings with public officials or individuals in the private sector. Personal funds may not be used to accomplish what is otherwise prohibited by this Section 14(d)(2).

Company will comply with all applicable laws and regulatory requirements in connection with its Microsoft related business activities, including laws against bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering and the U.S. Foreign Corrupt Practices Act ("*Anti-Corruption Laws*"). No Company representative shall, directly or indirectly, offer or pay anything of value (including gifts, travel, hospitality, charitable donations or employment) to any official or employee of any governmental entity (including elected officials or any private person acting on behalf of such entity), political party, or public international organization, or any candidate for political office ("Government Official"), to (a) improperly influence any act or decision of such Government Official for the purpose of promoting the

business interests of the other party in any respect, or (b) otherwise improperly promote the business interests of the other party in any respect.

Company is prohibited from paying expenses for travel, lodging, gifts, hospitality, or charitable contributions for government officials on Microsoft's behalf. Company is also prohibited from using any funds provided by Microsoft, or any proceeds resulting from any Microsoft business, to pay expenses for travel, lodging, gifts, hospitality or charitable contributions for government officials.

Microsoft prohibits bribes of any kind, including facilitating payments. A facilitating payment is a small payment to secure or expedite a routine government action by a government official.

Company shall not retaliate against anyone who has, in good faith, reported a possible violation of this Section 14(d) or refused to participate in activities that violate this Section 14(d).

In addition to its rights and remedies under applicable agreements, if Company violates this policy, MS may refer Company to U.S. or foreign authorities for criminal prosecution or other enforcement action, or bring suit for damages.

Company will also provide annual training on compliance with Anti-Corruption Laws to its employees who resell, distribute, market, or otherwise dispose of Products. Company certifies f that this Anti-Corruption training has been or will be provided to its employees and, if not, Company agrees to participate annually in Anti-Corruption training (https://partneruniversity.microsoft.com/?whr=uri:MicrosoftAccount&courseId=14708) made available free of charge by Microsoft and certify its completion. In addition to any audit rights granted in Section 13, Company may be required by Microsoft to provide copies of the Anti-Corruption training it delivers and related training completion records.

Company certifies that it has reviewed and will comply with the Anti-Corruption Policy for Microsoft Representatives located at http://aka.ms/microsoftethics/representatives.

(3) **Compliance with the Microsoft Partner Code of Conduct**. Company will comply with the terms of the Microsoft Partner Code of Conduct located at https://assets.microsoft.com/Microsoft-Partner-Code-of-Conduct.pdf, the terms of which are incorporated herein by reference. Company acknowledges that a failure to comply with the Microsoft Partner Code of Conduct is a breach of this Agreement and may result in a termination of it.

(4) **Company Location**. Company will ensure that the Location of Company and each of its Affiliates receiving benefits under this Agreement or any other Microsoft Partner Network Agreement signed by Company or its Affiliates are at distinctly different addresses. The addresses used for the MPN must correspond to actual Locations of Company or its Affiliates, and may not be duplicative or misleading in any manner.

(e) **Assignment.** Either party may assign this Agreement to an Affiliate if such party notifies the other in writing. Under circumstances where Company assigns this Agreement to an Affiliate, Company will be fully responsible for ensuring that such Affiliate complies with all applicable terms and conditions of this Agreement. Any other assignment, including by contract, merger, operation of law, or otherwise, requires prior written approval of the other party. Company's assignment to another party will not relieve Company of its obligations under this Agreement. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) **Waiver**. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) **Severability**. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.

(h) **Integration and modification.**

(1) Entire Agreement. This Agreement (including the exhibits and any attached or incorporated documents) and the MPN Website form the entire agreement between the parties regarding the MPN. It replaces all prior agreements, communications and representations between the parties regarding the MPN.

(2) Amendment. Except as explicitly provided in an Exhibit, this Agreement, including any exhibit or attached or incorporated document, can be changed by Microsoft from time to time by providing Company with 30 days' notice for any material changes through the MPN Website or through other reasonable means. Company must discontinue its participation in the MPN and terminate this Agreement as provided herein if it does not agree to the revised terms and conditions. Company will be deemed to have accepted such revised terms and conditions by its continued participation in the MPN subsequent to the date such changes take effect. A material change to this Agreement made in any other manner requires an amendment signed by both parties.

(i) **Language**. Microsoft offers this Agreement in several languages. The language version in which Company accepts this Agreement will control. If Company is located in Canada, the parties agree that this Agreement, and any associated MPN documentation, be written and signed in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

(j) **Order of precedence: MPN Website, Addenda**. If there is a direct conflict between the Agreement and the MPN Website that is not resolved explicitly on the face of those documents, then the Agreement will control, but only to the extent of that conflict. If a particular subject is addressed in the MPN Website and not in the Agreement, then the terms of the MPN Website will control. If there is a direct conflict between the Agreement and any separate addendum or exhibit to the Agreement not resolved explicitly on the face of those documents, the terms of the addendum or exhibit will control, but only to the extent of that conflict. If a particular subject is addressed in the addendum or exhibit to the Agreement and not in the Agreement, then the terms of the addendum or exhibit will control.

(k) **No representations.** Each party confirms that Microsoft has not made any representation to Company about any Products or Services which Company has relied on, other than as specifically stated in this Agreement. Company has relied on its own skill and judgment (or that of its advisers) in deciding to enter into this Agreement.

(l) **Microsoft contracting entity.** Except as otherwise provided in an Exhibit, the Microsoft contracting entity for this Agreement is determined by the country or region where Company's primary office is located. See details below:

The Microsoft entity for the countries/regions listed below is:

Microsoft Ireland Operations Limited
Atrium Building Block B
Carmenhall Road
Sandyford Industrial Estate
Dublin 18, Ireland

Afghanistan, Aland Islands, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bouvet Island, Bulgaria, Burkina Faso, Burundi, Cameroon, Cabo Verde, Central African Republic, Chad, Channel Islands, Comoros, Côte d'Ivoire, Croatia, Cyprus, Czech Republic, Democratic Republic of Congo, Denmark, Djibouti, Egypt, Equatorial Guinea,

Eritrea, Estonia, Ethiopia, Faroe Islands, Finland, France, French Polynesia, Gabon, Gambia, The Gaza Strip, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guinea, Guinea-Bissau, Hungary, Iceland, Iraq, Ireland, Isle of Man, Israel, Italy, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lesotho, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Mayotte, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Palestine, Poland, Portugal, Qatar, Reunion, Romania, Russia, Rwanda, San Marino, São Tomé and Príncipe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, St. Helena, Svalbard and Jan Mayen, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, West Bank, Western Sahara, Yemen, Zambia, and Zimbabwe.

Exhibit A

[intentionally omitted]

Exhibit B

MICROSOFT CHANNEL INCENTIVES AGREEMENT

The following terms and conditions of this Exhibit apply to the variety of incentives ("Incentives") offered by Microsoft to motivate qualified MPN members to engage in defined activities connected to selling Products and Services. These terms and conditions, the Schedules (as defined below), and the Guides (as defined below) are incorporated into and form part of the Agreement, but will only take effect as described under Section 1 (Eligibility and Scope) below.

1.   Eligibility and Scope. This Exhibit sets out the terms and conditions, including eligibility requirements that apply across all of Microsoft's Incentives. As explained below and in the Schedules and Guides, there are additional requirements and guidelines for each Incentive offered by Microsoft. The terms and conditions of this Exhibit will not take effect unless and until Company participates in an Incentive. Company's participation in an Incentive constitutes Company's acceptance of the terms of this Exhibit and the applicable Schedules and Guides.

2.   Additional Definitions. The following definitions apply only to this Exhibit. Capitalized terms that are used but not otherwise defined in this Exhibit will have the definitions assigned to them in the General Terms of the Agreement.

(a)   "*Activity*" means the actions that Company must engage in that trigger or relate to an Incentive described in the Exhibits and Guides.

(b)   "*Customer License*" means the form of Microsoft license agreement that Microsoft, or one of its affiliates, uses to license the Products and Services to Customers.

(c)   "*Customer*" means the business entity or individual (other than Company or its affiliates) that enters into a Customer License for Products and Services.

(d)   "*Guides*" means, collectively, Implementation Guides, Incentive Guides or any other similar document Microsoft creates that defines eligibility requirements; Incentive rates; eligible products, services and revenue; processes; policies; and other rules and requirements relating to Company's participation in an Incentive.

(e)   "*Incentive Payment*" is the payment made to Company based on the calculation rules of the applicable Incentive and the Incentive Payment Rules.

(f)   *"Incentive Payment Rules" are the calculation* rules and policies, including compliance, prior to incentive disbursement, which are detailed in the Guides.

(g)   "*Schedules*" mean documents that provide additional terms, conditions and/or obligations applicable to specific Incentives, which may be framed as a schedule, exhibit or other supplement, communicated by Microsoft via email or other electronic correspondence, web portal, or by reference to other online resource.

3.   Incentives

(a)   Incentive Payment Terms. The specific terms relating to Incentive Payments, including Incentive Payment Rules and other requirements for registering and earning Incentive Payments, vary by Incentive and are included in the applicable Schedules and Guides.

(b)   Taxes. Except as may be otherwise provided in this Exhibit, the applicable Schedules or Guides, the Incentive Payments Company receives include any applicable goods and services tax, value added tax, sales tax, gross receipts tax, or any other tax that is applicable as a result of Company's performance under this Exhibit and any Incentive, and it is Company's sole responsibility to pay all applicable taxes related to the Incentives it receives.

(c)   Invoice Submission. If Microsoft requests Company to submit an invoice for an Incentive Payment, Company will submit such invoice within the specified timeline as instructed by Microsoft.

(d)   **Updates, Modifications and Cancellations of Incentives.** Microsoft may update, change or remove any portion of an Incentive, and Microsoft may cancel an entire Incentive. Microsoft will use commercially reasonable efforts to provide Company thirty (30) days' advance notice of an update or change to an Incentive made during the term of the Incentive, and ninety (90) days' advance notice of any cancellation of an Incentive. Company's continued participation in an Incentive following an update or change confirms Company's acceptance of such update or change.

(e)   **Overpayments**. In addition to Microsoft's rights under Section 7 of the General Terms of the Agreement, in the event Microsoft overpays Company, regardless of the reason, Microsoft may recover such overpayment from Company by deducting amounts from future Incentive Payments.

(f)   **Incentive Payment Disputes.** Unless a different time period is set forth in an Incentive Guide, Company must notify Microsoft pursuant to Section 6(a) of this Exhibit of any disputes about an Incentive Payment within ninety (90) days of the applicable Incentive Payment date.

(g)   **Non-Compliance with Eligibility Criteria.** If Company no longer meets the eligibility criteria associated with an Incentive, Microsoft will notify Company and Company will have thirty (30) days to remedy any lapse in eligibility. If Company remedies the lapse in eligibility within thirty (30) days, there will be no disruption in Company's eligibility to earn Incentive Payments. If Company fails to remedy the lapse in eligibility within thirty (30) days, Company will be ineligible to earn Incentive Payments following the conclusion of the thirty (30) day period. To regain eligibility, Company must show Microsoft that it has complied with all associated eligibility criteria. If Microsoft affirms all eligibility criteria are satisfied, Company will be eligible to earn Incentive Payments at the beginning of the following calendar month.

(h)   **Local Campaigns, Promotions, Pilot Programs.** Microsoft may run local promotions, campaigns, or programs relating to Incentives that identify different or additional activities that qualify for Incentive Payments or temporarily change the amount of an Incentive Payment. The terms and obligations, including eligibility requirements, for any such local promotion, campaign or program will be set forth in separate documents (which may adopt by reference some or all the terms of this Exhibit), but the terms and obligations of such local promotion, campaign or program will not alter or supersede any terms, obligations or provisions in this Exhibit.

(i)   **Microsoft Online Services Partner Agreement.** Terms applicable to partners receiving Incentive Payments in connection with certain advisory services that were previously set forth in the Microsoft Online Services Partner Agreement ("MOSPA") are now included in the applicable Guides. Company's compliance with the Agreement including without limitation this Exhibit and all applicable Guides shall constitute compliance with MOSPA to the extent any Microsoft program or activity references MOSPA as a requirement.

4.   **Compliance**

(a)   **Conflicts of Interest.** Company will not be entitled to receive nor retain Incentive Payments received in connection with a Customer (i) that is Company's Affiliate, or (ii) to which Company owes an agency or fiduciary duty, be it contractual or legal in nature. Upon request, Company shall provide Microsoft with complete and accurate information concerning its Affiliates with whom it conducts Microsoft business. To the extent Company receives any Incentive Payments as a result of a transaction with an Affiliate, Company shall promptly notify Microsoft and arrange to return or offset such payments against future Incentive Payments.

(b)   **Compliance with Laws and Microsoft's Anti-Corruption Policy.** Participation in Incentives is conditioned on Company's confirmation of completion of the required annual anti-corruption training by appropriate Company personnel, and Company's provision of documentation of same if requested by Microsoft. In the event Microsoft learns of any conduct by or relating to Company that would violate Section 14(d) of the General Terms of the Agreement, upon written notification to Company, Microsoft may deny, suspend or terminate Company's participation in an Incentive or all Incentives. If Microsoft suspends Company's participation under this Section 4(b), Microsoft may withhold any Incentive Payments during the suspension period. Company will disclose in writing to its government customers any Incentive Payment received from

Microsoft to the extent required by applicable law or regulation, or by the terms of any government contract or solicitation. A failure to comply with these disclosure requirements may prohibit Microsoft from paying such amounts to Company or require such amounts to be paid back to Microsoft.

5. Termination of this Exhibit

(a) **Termination without Cause.** Company may terminate its participation in all Incentives at any time, without cause, by giving Microsoft written notice of termination. If Company terminates its participation in Incentives under this Section 5(a), the terms of this Exhibit will cease to apply, except for any remaining Incentive Payments or related obligations. Company will be immediately removed from all Incentives, and Microsoft will have no obligation to pay Incentive Payments to Company for Activities that are completed after Microsoft receives Company's notice of termination.

Microsoft may terminate this Exhibit at any time, without cause, by giving Company thirty (30) day's advance notice of termination. If Microsoft terminates this Exhibit under this Section 4(b), Company will be removed from all Incentives and Microsoft will have no obligation to pay Incentive Payments to Company for Activities that are not completed within thirty (30) days after receipt of the notice of termination of this Exhibit.

Neither party will be responsible to the other for costs or damages resulting from termination of this Exhibit without cause.

(b) **Termination for Cause.** If either party breaches this Exhibit and the breach is considered curable, the non-breaching party will notify the other party in writing. If the party alleged to have breached this Exhibit does not cure the breach within thirty (30) days of receiving the notice of breach, this Exhibit will be terminated, Company will be removed from all Incentives and Microsoft will have no obligation to pay Incentive Payments to Company for Activities completed after the period to cure has expired.

If the cause for termination is not curable, termination will be immediately effective on notice from the non-breaching party. In the event of a non-curable breach, Microsoft may remove Company from a specific Incentive or all Incentives and Microsoft will have no obligation to pay Incentive Payments to Company for Activities completed after receipt of the notice of termination. Microsoft retains all other rights and remedies relating to non-curable breaches, including the right to recover Incentive Payments that were wrongly paid to Company.

The following are examples of "incurable breaches" by Company, giving Microsoft the right to terminate this Exhibit immediately upon written notice:

- The Agreement is terminated under Section 8 of the General Terms of the Agreement;
- Company is unable to provide evidence of having performed the Activities as required in the Schedules and Guides;
- Company is shown to have performed unsubstantiated or erroneous Activities; and
- Microsoft has reasonable grounds to conclude that Company has not acted in good faith in trying to earn Incentive Payments. Examples of not acting in good faith include, but are not limited to, protesting requests for proposals or other procurement processes without legitimate grounds and delaying Customer orders for Company's benefit, or knowingly accepting and retaining Incentive Payments arising from transactions with a Company Affiliate.

(c) **Completed Activities.** For purposes of the above termination provisions, an Activity will be considered completed only if Company has engaged in and finished the specific Activity, satisfied all related reporting obligations, and requested an Incentive Payment pursuant to the terms of the Incentive Guide.

(d)   **Adjustment to Incentive Payments.** In addition to any other remedies, if Company breaches any term of this Exhibit or any of the Schedules or Guides or fails to act in good faith in trying to earn Incentive Payments, Microsoft may reduce, cancel or withhold Incentive Payments relating to the conduct at issue or all Incentive Payments potentially owed to Company. Microsoft will provide Company written notice of any decision to reduce, cancel or withhold Incentive Payments under this Section 5(d). For any disputes relating to Microsoft's decision to reduce, cancel or withhold Incentive Payments under this Section 5(d), Company is required to contact Microsoft in writing within thirty (30) days of receiving notice of such action, after which time Company waives its right to dispute Microsoft's decision.

(e)   **Survival.** The following Sections will survive the expiration or termination of this Exhibit: Section 3(b) (Taxes), Section 3(e) (Overpayments), Section 4(b) (Compliance with Laws and Microsoft's Anti-Corruption Policy), and Section 6 (Miscellaneous), and any provisions explicitly identified in the Schedules and Guides as surviving expiration or termination.

6.   Miscellaneous

(a)   **Notices.** For notices relating to Incentives, Microsoft may provide notice by electronic mail or posting updates to the MPN Website or another designated website.

(b)   **Order of Precedence.** If there is a direct conflict between the General Terms of the Agreement, the terms in the body of this Exhibit, the Schedules or the Guides that is not resolved explicitly on the face of those documents, the following is the order of precedence:

- The General Terms of the Agreement control over this Exhibit, the Schedules and Guides;
- The terms in this Exhibit shall control over the Schedules and Guides; and
- The Schedules shall control over the Guides.

(c)   **Revisions to this Exhibit.** This Exhibit can be changed by Microsoft by providing Company with thirty (30) days' advance notice pursuant to Section 6(a). If Company does not agree to the revised terms and conditions, Company is required to discontinue its participation in the Incentives and terminate this Exhibit as provided herein. Company will be deemed to have accepted any revised terms and conditions by its continued participation in Incentives subsequent to the date such changes take effect.

Exhibit C

[intentionally omitted]