

**Global Incentive Campaign: Windows 10 Enterprise E3/E5 Per User via Cloud Solution Provider (CSP)  
Period: Dec 1, 2016 to June 30, 2017**

## SUBJECT

Global incentive campaign to support partners who drive sales of Microsoft's Windows 10 Enterprise E3 or E5 Per User SKU via Cloud Solution Provider licensing.

## SUMMARY

This campaign is focused on CSP Direct Resellers and CSP Indirect Resellers who successfully sell customers **Microsoft's Windows 10 Enterprise E3 or E5 per User SKU** via Cloud Solution Provider licensing.

Partners can earn:

- \$5/Windows 10 Enterprise E3 Per User SKUs on new CSP subscription purchases.
- \$10/Windows 10 Enterprise E5 Per User SKUs on new CSP subscription purchases.

The global incentive campaign will run to June 30, 2017.

## DETAILS / PURPOSE

Windows 10 Enterprise E3/E5 in CSP makes it easier than ever before to sell Windows 10 Enterprise edition to SMBs and offers a huge sales opportunity for partners to reach new customers. With Windows Enterprise in CSP, the Total Addressable Market (TAM) increases to 30% of SMBs in developed markets. Specifically, Windows 10 Enterprise has been designed to:

### **Simplify the sales motion**

- Per-user licensing model eliminates seat minimums and device counting
- Easy add-on to your existing O365 and EMS business; no new partner sales motions required

### **Enable seamless cloud deployment**

- One-click configuration via MDM/GP; no labor-intensive deployments
- Assignment and provisioning via AAD & CSP

### **Provide a SMB-friendly subscription model**

- Low barrier to entry with no up-front costs and low monthly payments
- Reduced term commitments with flexible license re-assignment

There are two options available for purchase via CSP licensing:

#### **Windows 10 Enterprise E3**

Windows 10 Enterprise E3 includes access to Enterprise Edition and the exclusive features that come with it including Credential Guard and Device Guard, as well as extensive manageability and managed user experience.

#### **Windows 10 Enterprise E5**

Windows 10 Enterprise E5 is the newest offer for customers who want to take advantage of everything in E3 with the addition of Windows Defender Advanced Threat Protection (Windows Defender ATP) – a new service that helps enterprises detect, investigate, and respond to advanced attacks on their networks.

Building on the existing security defenses in Windows 10, Windows Defender ATP provides a new post-breach layer of protection to the Windows 10 security stack. With a combination of client technology built into Windows 10 and a robust cloud service, it can help detect threats that have made it past other defenses, provide enterprises with information to investigate the breach across endpoints, and offer response recommendations.

This global incentive campaign is intended to help motivate partner sales teams to drive attach of Windows 10 Enterprise E3/E5 per User to Office 365 E3/E5. For full terms and conditions, please continue to the [next section](#).

CAMPAIGN AGREEMENT ("Campaign Agreement")

FOR

**Windows 10 Enterprise E3/E5 per User via CSP Global Campaign("Program")**

OFFERED BY Microsoft ("**Microsoft**")

### 1. PROGRAM OVERVIEW

Microsoft extends to qualified business partners the opportunity to participate in the Program referenced above subject to these Program Terms & Conditions ("Program Terms"). Each entity participating in the Program is hereinafter referred to as a "**Participant**." Participation in the Program is voluntary and Participant retains sole discretion to set prices for Products.

The Program is governed by the Program Terms, which incorporate by reference the Microsoft Partner Network Agreement, including the Microsoft Channel Incentive Agreement incorporated therein (as in effect between Microsoft and Participant, the "MPN Agreement"). Capitalized terms used but not defined in these Program Terms have the meanings assigned to them in the MPN Agreement. These Program Terms are subject to local requirements and may vary by jurisdiction.

Participation in the Program is voluntary and Company retains sole discretion to set prices for Products. Company agrees to be bound by and will comply with these terms if it accepts rebate payments or otherwise participates in the Program.

**BY PARTICIPATING IN THE PROGRAM, SUBMITTING INFORMATION TO MICROSOFT IN CONNECTION WITH THE PROGRAM, OR ACCEPTING ANY PAYMENTS FROM MICROSOFT AS A RESULT OF THE PROGRAM, PARTICIPANT AGREES TO AND ACCEPTS THESE PROGRAM TERMS INCLUDING THE MPN AGREEMENT INCORPORATED BY REFERENCE HEREIN.**

**IN THE EVENT PARTICIPANT HAS NOT PREVIOUSLY AGREED TO THE MPN AGREEMENT, THEN THE VERSION AS ATTACHED HERETO SHALL APPLY TO PARTICIPANT SOLELY DURING THE TERM OF AND WITH RESPECT TO THIS PROGRAM. Participation in this Program does not grant membership in the Microsoft Partner Network, and as such, Participant is not entitled to any benefits available under the MPN program merely as a result of participation in this Program and/or acceptance of these Program Terms.**

### 2. TERM

The Program term begins on 01 December 2016 and ends on 30 June 2017 ("**Term**"). Microsoft may update, change, cancel or terminate the Program or the Term or any portion of these Program Terms by posting an update on the Incentive portal or otherwise communicating the change to Participants.

### 3. COMPANY ELIGIBILITY

To be eligible for a Program and the associated incentives, Participant must:

- Remain in compliance with the Program Terms.
- Provide any required banking information, including account number(s), to Microsoft (or the third party payment vendor authorized and designated by Microsoft) for the purpose of receiving Incentive Payments under this Program.
- Provide any required reporting set forth below directly to Microsoft (or its designated third party) by the stated deadline.
- If requested, provide acceptable proof of performance to Microsoft (or its designated third-party) by the stated deadline.

### 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: \$200. If Participant accrues less than the minimum pay-out amount, Participant will forfeit the unpaid rebate amount. For this campaign, there is no maximum pay-out amount per Participant.

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.

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 calculated and is being processed. 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 10 Enterprise E3/E5 per User via CSP Global Campaign

“**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:** Global incentive campaign is focused on volume license transaction partners who successfully sell customers on **Microsoft’s Windows 10 Enterprise E3 or E5 per User SKU** via Cloud Solution Provider (CSP) licensing.

### Detailed Eligibility Criteria

Criteria	Eligibility	Details
<b>Effective date</b>	01 December 2016 – 30 June 2017	This global campaign will run from December 1, 2016 through June 30, 2017.
<b>Customer segment</b>	All Commercial & Public Sector Customers	Commercial: All customer segments Public Sector: All customers
<b>Partner Types</b>	CSP Direct Partner/Reseller  CSP Indirect Partner/Reseller	Partners who are authorized as a CSP Direct Partners/Resellers  Partners who are authorized as CSP Indirect Partners/Resellers..
<b>Licensing programs &amp; Order Types</b>	Windows 10 Enterprise E3 & E5 SKUs transacted via CSP subscriptions	This campaign includes Windows 10 Enterprise E3/E5 per User licensing sold via CSP subscription.
<b>Product &amp; SKUs</b>	Windows 10 Enterprise E3 or E5 Per User SKUs	<ul style="list-style-type: none"> <li>Rebate is paid on every Windows 10 Enterprise E3 or E5 per User license purchased via CSP.</li> <li><b>Excludes</b> Secure Productive Enterprise (SPE) and any offer that includes the following components: Office 365, Enterprise Mobility Plus Security (EMS), and Windows 10.</li> </ul>
<b>Thresholds &amp; Requirements</b>	See details	<ul style="list-style-type: none"> <li>Incentives are awarded on all eligible subscriptions <b>up to 20,000 users/licenses</b> per customer</li> <li>There is no maximum or cap on partner earnings for the campaign, other than the per deal caps stated above.</li> <li><u>No rebate registration required</u></li> <li><u>No minimum threshold required for rebate award</u></li> </ul>

		<ul style="list-style-type: none"> <li>Eligible transactions must be recorded in Microsoft's sales system of record between Dec 1, 2016 through June 30, 2017</li> <li>If a combination of Windows 10 Enterprise E3 and E5 are purchased on one agreement/order, we will award the E5 per User licenses (\$10) first and then the E3 (\$5) per User licenses up to the 20K license cap per customer.</li> </ul>
<b>Incentive Award</b>	<p>\$5 / Windows 10 Enterprise E3 Per User License</p> <p>\$10 / Windows 10 Enterprise E5 Per User License</p>	<p>The rebate calculation will be based on eligible Windows 10 Enterprise E3/E5 per User Licenses transacted per subscription.</p> <ul style="list-style-type: none"> <li>\$5 / Windows 10 Enterprise E3 Per User license</li> <li>\$10 / Windows 10 Enterprise E5 Per User license</li> <li>For this campaign, the maximum \$ paid for a Windows 10 Per User license = \$10</li> </ul> <p><b>Excludes</b> Secure Productive Enterprise (SPE) and any offer that includes the following components: Office 365, Enterprise Mobility Plus Security (EMS), and Windows 10</p> <p>Calculation Details: CSP incentive award is based on license count per subscription.</p> <ul style="list-style-type: none"> <li><u>Period 1 (December)</u>: Total per User licenses purchased in December 2016 per Microsoft's sales system of record.</li> <li><u>Period 2 (Jan 2017-March 2017)</u>: Average per User licenses purchased across the 3 months in the quarter per Microsoft's sales system of record.</li> <li><u>Period 3 (April 2017 – June 30, 2017)</u>: Average per User licenses purchased across the 3 months in the quarter per Microsoft's sales system of record.</li> </ul>
<b>Payment</b>	Quarterly Payments	<ul style="list-style-type: none"> <li>Incentive payments will be calculated by partner for all eligible transactions per the above criteria</li> <li>The payments will be made in the same currency as the transaction. The rate of conversion for USD to transaction currency will be based on Microsoft's budgeted exchange rate for the current fiscal year.</li> <li>Partners will receive a monthly earnings statement to provide visibility to campaign earnings.</li> <li>Payments will be made via wire transfer 45-60 days after the close of the period (see above). Timing depends on the partner's timely response to third party payment vendors request for information.</li> <li>There are 3 earning periods. Earnings are calculated and paid at the end of the period per the method and timing above. <ul style="list-style-type: none"> <li>Period 1 – December 1-31, 2016</li> <li>Period 2 – Jan 1, 2017 to March 31. 2017</li> <li>Period 3 – April 1, 2017 to June 30, 2017</li> </ul> </li> <li>Under this campaign, limit of one incentive earned per license or subscription during Microsoft's fiscal year.</li> <li>Payments will only be approved if the partner is in good standing with Microsoft partner authorization and program rules.</li> </ul>