

Office in Open Reach Campaign – Rebate Request Form

Microsoft Central and Eastern Europe

These terms and conditions are to be included in communications to resellers around this campaign. The reseller must agree to the terms and conditions to be considered for rebate payments.

Important: Please read these terms and conditions before participating in this promotion. A reseller must agree to the below terms and conditions under which Microsoft Ireland Operations Ltd. offers this program. By applying for any cash rebate under this promotion, a reseller is deemed to have read, understood and agreed to abide by these terms and conditions. Microsoft reserves the right to stop this campaign at any time.

DEFINITIONS

Managed Reseller is, for this campaign, defined by the Microsoft worldwide Managed Reseller Incentive Program – see <https://partner.microsoft.com/global/40142578>. A Reseller must fulfill the Managed Reseller Incentive Program prerequisites before the rebate campaign start to be treated as Managed Reseller, and must be fully enrolled in the Managed Reseller Incentive Program.

Unmanaged Reseller is, for this campaign, defined as one of the following:

- Microsoft managed Reseller (managed by PAM, TPAM, PTM, or equivalent), but not a member of the worldwide Managed Reseller Incentive Program; or
- Unmanaged Reseller that is any other Reseller, meaning an entity (other than a distributor's affiliate(s)) that purchases Microsoft products from a distributor for resale to an end customers.

Eligible Reseller Locations are defined as resellers with registered offices in one of the following countries:

Russian Federal Republic, Czech Republic, Greece, Hungary, Poland, Romania, Slovakia, Ukraine, Bulgaria, Croatia, Cyprus, Estonia, Kazakhstan, Latvia, Lithuania, Malta, Serbia, Slovenia, Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Georgia, Macedonia (FYROM), Moldova.

Please note that in Greece and in Romania only Managed Resellers (as defined above) can participate in this campaign; no unmanaged Resellers.

Eligible Customer Locations are defined as customers with registered offices in: EU or EFTA, Russian Federal Republic, Ukraine, Croatia, Kazakhstan, Serbia, Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Georgia, Macedonia (FYROM), Moldova.

CAMPAIGN OFFER

Eligible Reseller Type

- Managed Resellers
- Unmanaged Resellers

Campaign Period

- Transactions concluded between February 01, 2013 to March 31, 2013 are included

Reseller Rebate

- Additional rebate per Office SKU in Open
 - \$10 non-annuity
 - \$15 for annuity (incl. renewals, excl. recurring)
- Includes Commercial and Public Sector (Open GOV, excl. Academic)
- Thresholds:
 - Minimum 10 Office licenses per End Customer per Reseller
 - Maximum 100 Office licenses per End Customer per Reseller (for the entire promotion period)
 - Minimum payment amount per Reseller \$ 200,- (or equivalent amount) for the entire campaign period
 - Maximum payment cap per Reseller \$ 10.000,- (or equivalent amount) for the entire campaign period

- 100% cash rebate/ 0% coop rebate (Managed Resellers)
- Cash rebate is the same for both Office Pro Plus and Office Standard but differs on license types – as defined in the below table:

License Types	Promotional Cash rebate per unit
Open License (Open L)	\$ 10 (or equivalent*)
Open License and Software Assurance (Open L&SA) - New	\$ 15 (or equivalent*)
Open Software Assurance (Open SA) - Renewal	\$ 15 (or equivalent*)
Open Value License and Software Assurance (OV L&SA) - New	\$ 15 (or equivalent*)
Open Value Software Assurance (OV SA) - Renewal	\$ 15 (or equivalent*)
Open Value Subscription (OVS) – New and Renewal	\$ 15 (or equivalent*)

*€ rate vs. \$ is the rate used in the Manage Reseller Incentive Program (at the moment 1,250)

- In the case of annuity licenses the promotional cash rebate is only given at signing of new contract or renewal of the contract, and not on the subsequent anniversaries of the 3 year contract.
- The promotional cash rebate can be earned for a minimum of 10 licenses and a maximum of up to 100 licenses of Office per single customer – taking into account all customer’s purchases cumulated during promotion period. (The minimum payment amount is \$ 200,-.)
- Proportional rebates will be available for Office component products (e.g., Word) during the campaign period.

Eligible Purchases

- Products:
 - Microsoft Office Professional Plus 2013
 - Microsoft Office Standard 2013
- Licensing Types (Commercial and Public Sector (Open Gov.):
 - Open License (Open L)
 - Open License and Software Assurance (Open L&SA) – New
 - Open Software Assurance (Open SA) – Renewal
 - Open Value License and Software Assurance (OV L&SA) - New
 - Open Value Software Assurance (OV SA) – Renewal
 - Open Value Subscription (OVS) – New and Renewal

Education/Academic license types are excluded from the promotion.

Calculation Example

End Customer Organization Name	End Cust. Purchase Licenses	# of eligible Licenses	Product	License type	Promotional Rebate rate	Promotional Cash Rebate
Customer A	50	50	Office Standard	Open L	\$ 10	\$ 500
Customer B	140	100	Office Pro Plus	OVS New	\$ 15	\$ 1.500
Customer C	32	32	Office Pro Plus	OVS Renewal	\$ 15	\$ 480
Customer D	230	100	Office Pro Plus	Open L	\$ 10	\$ 1.000
Total	452	282				\$ 3.480

Rebate Earnings

- After the promotional period, Microsoft will run its internal revenue recognition reports.
- Transactions visible between February 01, 2013 and March 31, 2013 will be included in rebate calculations if compliant to the above product, license and threshold requirements.

Rebate Payments

This campaign is offered to different countries in the Central and Eastern European region and to different reseller types. Due to local legal requirements there are three different payment methods for this campaign:

- 1) Payments to Managed Resellers

- 2) Payments to Unmanaged Resellers directly
- 3) Payments to Unmanaged Resellers via Commercial Distributors

1) Payments to Managed Resellers

Valid for Managed Resellers in the Russian Federal Republic, Czech Republic, Greece, Hungary, Poland, Romania, Slovakia, Ukraine, Bulgaria, Croatia, Cyprus, Estonia, Kazakhstan, Latvia, Lithuania, Malta, Serbia, Slovenia, Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Georgia, Macedonia (FYROM), Moldova.

- Promotional cash rebate will be added on top of standard Managed Incentive rate at the end of the FY13-H2 earnings period in MRIT
- The cash rebate earnings will be visible in the Managed Reseller Incentive Tool (former MS Club Tool)
- Resellers will be awarded the promotional rebate once the Accrual Period has ended. The award is dependent on the total rebate earned at the end of the Accrual Period meeting or exceeding the minimum threshold set for the Accrual Period
- Campaign earnings will be uploaded to MRIT no later than May 31, 2013

2) Payments to Unmanaged Resellers directly

Valid for Unmanaged Resellers in the Russian Federal Republic, Czech Republic, Hungary, Poland, Slovakia, Bulgaria, Croatia, Cyprus, Estonia, Latvia, Lithuania, Malta, Serbia, Slovenia, Armenia, Bosnia and Herzegovina, Georgia, and Moldova.

- Unmanaged Resellers in this category will be paid the rebate earnings via Wire Transfer processed through Microsoft's European Operations Centre (EOC)
- The Reseller will be contacted by the local Microsoft entity which shares the total rebate earned through this promotion
- Only resellers with at least \$ 200,- of rebate earnings will be contacted
- The reseller has to complete the "CEE Office in Open Reach Campaign – Rebate Request Form" and send it back to the Microsoft entity to claim the rebate no later than April 24, 2013
- Only fully completed rebate request forms will be considered
- The unmanaged reseller will need to provide its bank details with Microsoft in order to receive the rebate. The bank details will only be used once, for payments on this particular campaign. The bank details will not be shared outside of Microsoft except with a third party payment vendor that may be engaged to transfer the payment.
- Any bank transfer costs that may occur by the reseller's local bank are the responsibility of the reseller and will not be covered by Microsoft
- After the completion and receipt of the rebate claim form, Microsoft's Regional Operations Centre will process the payment via Wire Transfer
- Wire Transfer payments will be processed in either USD (\$) or EURO (€)
- Wire Transfers will be processed by EOC no later than May 31, 2013

3) Payments to Unmanaged Resellers via Commercial Distributors

Valid for Unmanaged Resellers in the Ukraine, Kazakhstan, Albania, Azerbaijan, and Macedonia (FYROM).

- Unmanaged Resellers in this category will receive a credit note from their Commercial Distributor
- Only Resellers with at least \$ 200,- (or equivalent) of rebate earnings will be receiving a credit note
- The Reseller and its Commercial Distributor will determine the terms and conditions under which the credit note will be provided to Reseller
- Credit notes will not be passed on prior to end of April 2013

Local Contacts

- Each participating Microsoft subsidiary has a dedicated contact for this campaign
- If you are a Managed Reseller, please contact your Partner Account Manager (PAM) or your Tele-Partner Account Manager (TPAM)
- If you are an Unmanaged Reseller, please contact your Partner Territory Manager (PTM) or your Commercial Distributor

Additional Notes

- Funds are limited and Microsoft reserves the right to stop this campaign at any time
- In case of potential misuse by a reseller, Microsoft has the right to suspend the resellers ability from earning rebates under this campaign
- The earnings under this campaign will not be added to the general Managed Reseller Incentive earnings, and will not enable an Unmanaged Reseller to earn rebates under the Managed Reseller Incentive Program.

CONDITIONS

Compliance: A Reseller may earn this rebate according to the applicable promotion description if it has satisfied the relevant requirements and otherwise complied with these terms and conditions in all respects.

Validation: Microsoft will validate the reseller's eligibility for this promotional rebate using its internal tools.

Payment: If a Reseller's eligibility for this promotion is validated, Microsoft will arrange for payment of the appropriate amount to be paid as summarized above in the "Rebate Payments" section.

Maximum payment: Each Reseller's rebate redemption is limited to a maximum of \$ 10,000 or equivalent, as defined under the conditions of this promotion.

Errors: Reseller must report any errors, issues or disputes regarding the calculation and payment of this promotional rebate to Microsoft in writing not later than June 30, 2013. Microsoft reserves the right at any time to adjust the to-reseller payment or the credit note payment to the Distributor, if Microsoft identifies any discrepancy, error or omission. If Microsoft has not received written notice from Reseller within the 30-day period, Reseller will be deemed to have accepted the calculation or payment.

Taxes: It is solely the Reseller's and/ or the Commercial Distributors' responsibility to report and pay all applicable taxes or duties that may be required under any appropriate laws related to the rebate it receives. A Reseller must consult its own tax advisor with any question or concern about the taxes that apply to it in relation to this promotion. Microsoft and its affiliates will not be liable for any taxes, including income taxes, withholdings and good and services taxes (if applicable) or their equivalent, in connection with any payments made to Reseller under these promotions.

Voluntary participation: Participation in this promotional rebate is entirely voluntary.

Non-exclusivity: The cash back promotions are non-exclusive, and Reseller is free to license, use, recommend or support non-Microsoft software, hardware or services.

Program disputes: Microsoft offers this promotion in its sole discretion for the promo applications it approves and confirms via validity notice. In the event of any dispute arising from or in relation to this promotion, the validity of redemption request is under the decision of Microsoft and shall be final and binding. No correspondence will be entertained.

Misbehaviour: Any misbehaviour, mistreatment, or unusual business behaviour (e.g. split orders) from the side of a Reseller may result in a Reseller's exclusion from this program.

Promo duration: The campaign is to run from February 01, 2013 to March 31, 2013; however, Microsoft reserves the right to stop this campaign at any time.

Exclusion 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 Reseller's participation in this promotion, 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.

Anti-corruption: Reseller will comply with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act, the Canadian Criminal Code and Corruption of Foreign Public Officials Act and Microsoft's Anti-Corruption Policy found at:

<http://www.microsoft.com/about/corporatecitizenship/en-us/our-actions/operating-responsibly/employees-and-suppliers.aspx>. Neither Reseller nor any of its representatives shall, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, or public international organization, or any candidate for political office, to (a) improperly influence any act or decision of such official, employee, or candidate 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.

Privacy: The information submitted by a Reseller when participating in this promotion may include phone numbers, email address, ID number and other personal information of Reseller'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 Reseller's participation in the promotion. For more details on Microsoft's privacy policy, please see: <http://privacy.microsoft.com/en-us/default.aspx>.

If personal information of third parties (e.g. customers) is shared by the Reseller, the Reseller represents and warrants that he has the appropriate consent of the customer to do so. Microsoft will use any of this third party data for the sole purpose of this promotion only.

Export Regulations: Microsoft's free software and services are subject to United States and other jurisdictions' export and technology laws and you agree to comply with all such applicable laws and regulations that apply to the software and/or services. United States government permission is required to transfer these free software and services to governments of any embargoed country or certain prohibited parties. Please see the U.S. Department of Treasury website (<http://go.microsoft.com/fwlink/?LinkID=243206>) for more information. Additionally, paid software and services are subject to United States export laws and regulations with which you must comply. These laws include restrictions on destinations, end users and end use. For additional information, see the Exporting Microsoft Products website (<http://www.microsoft.com/exporting>).

Applicable law and venue: These terms and conditions shall be construed and controlled by the laws of Ireland and Reseller consents to jurisdiction and venue in the courts sitting in Ireland.

Notices: Notices may be given either by electronic or physical mail, and/or by telephone calls.

CHANNEL CODE OF CONDUCT

Reseller affirms that unauthorized copying of copyrighted computer software violates the law and is contrary to both its standards of conduct and industry standards. Reseller disapproves of such unlawful copying as contrary to the collective interests of software developers, manufacturers, and sellers.

Accordingly, Reseller will apply these principles to its business:

- It will not commit or tolerate the making or using of unauthorized software copies under any circumstances.
- It will provide legally acquired software to meet all legitimate software needs in a timely fashion and in sufficient quantities for all its computers.
- It will comply with all license or purchase terms regulating the use of any software it acquires or uses.
- It will enforce strong internal controls to prevent making or using of unauthorized software copies. This includes taking effective measures to verify compliance with these standards and appropriate disciplinary actions.
- It will neither commit nor tolerate the manufacture, use or distribution of unlicensed software under any circumstances.
- It will only supply original, licensed software to its customers.
- It will comply with all terms regulating the supply of software.
- It will endeavour to ensure that its customers only use the original, licensed software.