

## Standard Terms and Conditions

Following all terms and conditions ("**Standard Terms and Conditions**") shall apply to the "Deal Reg Discounts as part of PLMT" scheme detailed below (the "**Scheme**").

- a) For the purposes of these Terms and Conditions, the term Microsoft, when used with reference to a legal entity, shall mean:  
**Microsoft Corporation (India) Private Limited**
- b) "**Scheme Period**"; means 10 October 2014 to 30 December 2014 (both days inclusive). Microsoft reserves all rights to alter Scheme Period, as it deems necessary, without any prior notice to or approval from any party.
- c) The Scheme shall be valid in India only.
- d) "**Participant**"; means any Reseller having its registered office in India who obtains the following "**Eligible Products**" from the "**Authorized Source**" as identified against each Eligible Product for reselling to SMB customer segment in India within the Scheme Period.

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| <b>Eligible Products:</b><br>See below | <b>Authorized Source:</b><br><b>Microsoft Authorized Distributor</b> |
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Products Excluded: See below

Following are the Eligible Products under **Microsoft Open and Open Value Licensing** Program:

| CORE  | GROWTH and INCUBATION                             |                      |
|---|---|----------------------|
| Office  | Biztalk server                                    | Lync Server & CAL    |
| Office for Mac  | Developer tools                                   | Lync Plus CAL        |
| Other MOD   | Dynamics CRM                                      | System Center Client |
| Other MOD Online  | SQL Server Standard and CAL                       | System Center Server |
| MOD CAL Suites - Core CAL   | SQL Server Premium                                | Identity and Access  |
| STB CAL Suites - Core CAL   | MOD CAL Suites – eCAL                             | Windows MDOP         |
| Windows Server Other  | MS Learning and IT Pro Subscriptions (IT Academy) | STB CAL Suites -eCAL |
| Windows Server Standard   | Project   | Visio                |
| Windows Server Datacenter   | Sharepoint Server and CAL                         |                      |
| Windows Server CAL  |   |                      |
| Windows Remote Desktop  |   |                      |
| Exchange Server & Cals  |   |                      |
| <b>Products included at 0% (their value can be included to meet Threshold criteria)</b> |   |                      |
| Windows Upgrade   | Microsoft Azure                                   | O365 Business SKUs   |

- e) "**Authorized Source**": Authorized distributor of Microsoft volume licensing products in India
- "**Customer**"; means customer segment in SMB as defined below:

The customers with 5-250 PC Count shall be considered as Small and Medium customers (SMB). In the event of any difference in arriving at the PC count of such customer, Microsoft will use information and intelligence gathered by Microsoft and its decision in this regard shall be final and binding. SMB customers will include both in Commercial and Public Sector (excluding Academic and Charity) for the purpose of this program.

f) **Deal Registration Process:**

Participants must ensure that their duly filled up valid entry/ on-line registration form in English language, reaches the email address posted on <https://www.mssmbdealhub.com> any time during scheme period .

The Participants should submit new lead ("Lead") after registration at <https://www.mssmbdealhub.com> (Deal Registration Site) and obtain the Eligible Products from Authorized Source within 30 days of acceptance of a valid Lead by Microsoft or 30th December whichever is earlier.

- a) The Lead shall be considered as new only when it is referred for the first time by any Participant to Microsoft during the Scheme Period. Incase two or more Participants refer the same potential customer as a Lead under this Scheme, the Participant which first submitted such Lead would be eligible to receive respective discount for such order.
  - Deal Reg code thus generated on approval will be valid for 30 days alone, with 30th day or 30<sup>th</sup> December, being the threshold for deal to reach Microsoft via Distributor for processing. Participant will need to log the deal with the distributor along with Deal reg code for availing the discount under the program.
  - A Lead will be considered new if it is submitted by any Participant for a repeat/new Eligible Products for same customer, provided the previous deal was executed and the revenue of the deal is reflected in MS Sales tools.
  - A Lead submitted by a Participant if not closed as a deal within 30 days, will not be eligible to be resubmitted by any Participant again and will carry status of Expired. 30 days will be counted from 1<sup>st</sup> submission by participant in event of deletion and resubmission. Expired entry will be deleted from the system after expiry of 60 days and participant can post any new entry with the same customers and this will be treated as new and approved entry on first come first basis.
- b) Microsoft reserves the right to accept or reject a new Lead and Microsoft shall not be liable for any delay in confirming the Lead to the Participant. Also, a deal may be rejected even after approval if any discrepancy is found.
  - A rejected lead will not be approved again. No exceptions are allowed.
- c) Participants are informed to pursue the lead independent of confirmation from Microsoft.
- d) Microsoft reserves the right to reject or approve a Lead, subject to a maximum of 30 leads for all Eligible Customer Segments per Participant at any given point of time.
- e) Participants will be allowed to keep 2 Leads in waitlist for auto-movement for Approval process in view of successful closure of 1 Lead off the 30 approved leads mentioned above.
- f) First come first serve will not apply to leads entered in waitlist and in case another Participant enters the same lead and gets it approved first, the waitlist lead will be rejected
- g) All the fields need to be filled accurately, in case a discrepancy is found, all existing deals will be rejected and Participant will be liable to get black listed from Deal Reg.
- h) It is the Distributor's Responsibility to ensure same participant and customer name in deal reg get the discount processed else it will be recovered from them.
- i) If a deal is marked as WON on the Last Day of the 30 day period but the deal doesn't reach the Distributor Ops for processing on that day and even if it reaches the next day, the Deal reg code would have expired (end of 30 days Term) and hence, NO Discount will be given to the Participant.

- j) If Deal Reg Code has been approved for a customer for a Participant, no other discount can be approved for another Participant for the same deal during the validity of the Deal Reg Code.
  - k) Once Distributor Ops have approved a deal, the Participant will be notified on their portal page that the execution on the deal is complete.
  - l) Benefits under this discount cannot be transferred or clubbed by a Participant with any other Participant discount.
  - m) Any Microsoft Product under the Scheme shall also be available without the Scheme.
  - n) Customer and Partner name cannot be the same for the purpose of this scheme.
- o) **“Benefits”** under the Scheme:

Following are Benefits available for Approved Deals:

- o Core Products: 5% discount on Microsoft price to distributor
- o Incubation and Growth Products: 8% discount on Microsoft price to distributor.
- o Windows GGS: 5% discount on Microsoft price to distributor
- o O365 Business SKUs at 0% in DR (Discounted via other available promotion)
- o Azure at 0% in DR
- o Windows Upgrade at 0% (Discounted via other available promotion)
- o Annuity kicker: 5% additional discount on Microsoft Price to Distributor applicable only on Core, Incubation and Growth Products.

#### Benefits Criteria:

a) Minimum Deal value for Qualifying Products:

i. Rebated Partners: INR 3,00,000

ii. Non-Rebated Partners: INR 1,00,000

b) Eligible Licensing Program: Microsoft Open and Open Value Licensing Program

#### Scheme General Terms and Conditions:

1. Only the parent organization of a Participant would be considered for calculation of Benefits. Purchase of Eligible Products by sister concerns would not be counted or eligible for redemption, if any. The Participant shall not be eligible to obtain Benefits under the Scheme if the Participant has obtained or is eligible to obtain similar benefits under any other scheme pertaining to the Eligible Product.
2. Benefits under the Scheme cannot be transferred or clubbed by a Participant with any other Participant under the Scheme.
3. Microsoft will use its internal sales systems to track performance, the number of license purchased and to verify the claims. For this Scheme, Microsoft applies a standard conversion rate from rupee to dollar to track actual sales in Microsoft's internal sales system.
4. Participation in the Scheme shall be construed as an acceptance of the Terms and Conditions stipulated herein. Any breach or default by a Participant of any of the Terms and Conditions herein shall result in immediate disqualification without notice.
5. By participating in the Scheme, Participant undertakes and declares that, it does not use or sell any unauthorized or pirated Microsoft software. In the event, a Participant is found to be doing so (either during or subsequent to the Scheme Period), the entry of such Participant shall be immediately disqualified from the Scheme and cash equivalent of any Benefits awarded to the Participant under the Scheme shall become immediately due to Microsoft. Microsoft shall be entitled to deduct such amounts from any other amounts due to Participant under this Scheme or any other transaction. This does not restrict Microsoft and its Affiliates to initiate further legal actions against the Participant, using other legal remedies available to them under applicable laws.
6. Microsoft reserves the right to demand return of the Benefits or adjust the amount of such Benefits given by Microsoft to Participant under the Scheme from any moneys owed to Microsoft by such Participant in case Eligible Product obtained during the Scheme Period are returned to Microsoft and/ or Microsoft does not receive the fees for such Eligible Products.

7. Benefits shall neither be transferable nor exchangeable for cash or otherwise. Mere participation in the Scheme shall not entitle a Participant to the Benefits. No other person or agent can claim the Benefits on behalf of the Participant.
8. Taxes, insurance, incidental costs on the Benefits shall be fully borne by the selected Participants. If Benefits involve physical goods to be imported into India, applicable import duty will be payable by the importer on record.
9. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by Microsoft including, but not limited to, meeting of the Participant's requirements or aspirations, timeliness, security, the results or reliability of any scheme, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, benefits or awards acquired or obtained through the Scheme or any transactions effected through the Scheme; (b) Participant expressly agrees that their participation in the Scheme is at the Participant's sole risk and is governed by the Terms and Conditions herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the website or through the Scheme shall be construed to mean the giving of any warranty of any kind by Microsoft.
10. Microsoft reserves all rights with respect to, withdraw, alter terms and conditions, Benefits, and discontinue Scheme at any stage without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or intimated separately. However, no obligation is cast on Microsoft to separately intimate each individual Participant with regard to such additional terms and conditions. Decision taken by Microsoft on the claims shall be final and binding and not subject to any dispute or challenge and correspondence or communication shall be entertained in this regard.

**11. Governing Law and Dispute Resolution Mechanism:**

The Scheme shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of competent Court(s) at New Delhi. Any disputes, differences and, or, any other matters in relation to and arising out of the Scheme and, or, pertaining to the rules and regulations and, or, the Terms and Conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed by Microsoft. The venue of arbitration shall be New Delhi.