

AGREEMENT ("**Agreement**") FOR SURFACE OFFER FOR MICROSOFT 365 CUSTOMERS ("**Program**")

OFFERED BY MICROSOFT CORPORATION ("**Microsoft**")

Updated March 1, 2019

Effective as of March 1, 2019, the Offer is updated as follows:

- Customers can qualify for the Offer by making a qualifying M365 Enterprise or M365 for Education purchase (M365 E3/E5, A3/A5, F1) from Microsoft of at least five hundred (500) seats between March 1, 2019, and June 30, 2019.
- Customers completing a new qualifying Surface purchase between March 1, 2019, and June 30, 2019, may combine applicable Eligible Surface Laptop and Surface Go SKUs and purchases made within a single 30-day period to meet the initial minimum order quantity of one hundred (100) Surface units.
- After the initial minimum order quantity of one hundred (100) Surface units is met, no minimum order quantity will apply on future qualifying Surface purchases made between March 1, 2019 and June 30, 2019.
- All remaining unused or partially used promotional claim codes for the FY19 AU, CA, and US Surface for M365 Customers Offer that have already been issued by Microsoft for qualifying M365 purchases made on or after April 1, 2018. are now valid on new qualifying Surface purchases made between March 1, 2019 and June 30, 2019, regardless of the expiration date printed on the claim code. Simply complete a new qualifying Surface purchase between March 1, 2019 and June 30, 2019 and submit a qualifying claim with your unused or partially used FY19 promotional claim code.

Except as described above, the Offer updates described above are not valid for M365 or Surface purchases made prior to March 1, 2019.

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.

Participant agrees to be bound by and will comply with these Program Terms if it accepts rebate payments or otherwise participates in this Program.

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

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 **November 15, 2018**, and ends on **June 30, 2019** ("**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. PARTICIPANT 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 rebate payments under this Program;
- Provide any required reporting set forth below directly to Microsoft (or its designated third party) by the stated deadline;
- Provide acceptable proof of performance to Microsoft (or its designated third-party) by the stated deadline; and
- Be eligible from the start date of this Program in order to participate.

4. PAYMENTS

Rebate payments will be made to Participant by Microsoft as described in the MPN Agreement. Unless otherwise stated, any rebate payment to Participant under this Program is independent of any other Microsoft Incentive program.

Microsoft will issue rebate payments under this Program monthly as set forth below in table #4, "Payout Schedule". Participant must submit the required reporting and proof of execution to Microsoft at least five (5) days prior to the applicable monthly payment date, and in no event later than thirty (30) days after the qualifying sale of the Eligible Products. If Microsoft does not receive such reporting and proof of execution within this five (5) day period, Microsoft will issue the rebate payment on the subsequent monthly payment date.

Participants must report any errors, issues or disputes regarding the calculation and payment of rebate payments under this Program to Microsoft in writing within thirty (30) days of receipt of the applicable rebate payment or report from Microsoft. If Microsoft has not received written notice from Participant within this thirty (30)-day period, Participant will be deemed to have accepted the calculation or rebate payment. Microsoft reserves the right at any time to adjust the payment to a Participant, if Microsoft identifies any discrepancy, error or omission.

All payments to Participant under this Program are paid net of any returns. Any payments accumulated or paid on units of Eligible Products that are subsequently returned will be deducted in the pay period in which the returned units received by Microsoft. Unclaimed payments that are outstanding for more than ninety (90) days will be forfeited.

All conversion rates will be based on the table below in table 5, "Currency Exchange Rates".

Participant may be invited by Microsoft to a secure site for submitting banking details. Valid banking details are required for Microsoft to pay Participant rebate payments under this Program. Failure to submit or correct banking details after the third notification will result in claim being cancelled and rebate payment being 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) or Customer ("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 SURFACE OFFER FOR M365 ENTERPRISE AND EDUCATION CUSTOMERS**

1. Definitions

“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 an entity that is a Surface Commercial Authorized Device Distributor (“ADD”) within the Territory who is authorised by Microsoft to sell Eligible Surface Products pursuant to a Microsoft channel agreement.

“Customer” means any commercial or public sector legal entity (other than Participant or its Affiliate(s)) within the Territory that makes a qualifying purchase of an Eligible Surface Product as described in the applicable table in Section 2 below for use as an end user, and not for distribution or resale; provided such Customer has also made a qualifying M365 purchase from Microsoft as follows:

M365 E3/A3 and M365 E5/A5 Customers

July 1, 2018 – February 28, 2019

M365 E3: At least one thousand (1,000) seats

M365 E5: At least five hundred (500) seats

M365 A3: At least one thousand (1,000) seats

M365 A5: At least five hundred (500) seats

March 1, 2019 – June 30, 2019

M365 E3: At least five hundred (500) seats

M365 E5: At least five hundred (500) seats

M365 A3: At least five hundred (500) seats

M365 A5: At least five hundred (500) seats

M365 F1 Customers

July 1, 2018 – February 28, 2019

M365 F1: At least one thousand (1000) seats

March 1, 2019 – June 30, 2019

M365 F1: At least five hundred (500) seats

Microsoft will provide each Customer with notice of Customer’s pre-qualification status for the Program offer together with a promotional claim code (“**Claim Code**”) after Customer meets the minimum M365 purchase requirements.

Participant must validate that Customer has a valid Claim Code before offering any rebates funded through this Program to Customer. PLEASE NOTE: Effective as of March 1, 2019, remaining unused or partially used promotional claim codes for the FY19 Surface for M365 Customer Offer that have already

been issued by Microsoft for qualifying M365 purchases made on or after April 1, 2018. are now valid on new qualifying Surface purchases made between March 1, 2019 and June 30, 2019, regardless of the expiration date printed on the claim code.

“Eligible Surface Products” means the applicable Surface Pro, Surface Laptop, Surface Book, and Surface Go SKUs (collectively, the “Eligible Surface Products”) identified in the applicable table in Section 2 below, and subject to availability. NOTE: For M365 F1 customers, Surface Go is the only Eligible Surface Product for purposes of this Program.

“Microsoft” means the applicable Microsoft entity determined in accordance with the MPN Agreement.

“Participant” means a Surface Commercial Authorized Device Reseller (“ADR”) or Distributor Managed Partner (“DMP”) who is authorized by Microsoft pursuant to a Microsoft channel agreement to purchase the applicable Eligible Products for resale directly to Customers within the Territory. [MIOL Only: Participant also includes Surface Commercial Authorized Device Distributors (ADDs) authorized by Microsoft pursuant to a channel agreement to purchase Eligible Products for resale within the Territory] Participant must register for the Program on the Program Registration Portal at www.ms365surfaceoffer.com. Registration is subject to validation by Microsoft.

“Territory” for sales to M365 E3, E5, A3, and A5 Customers means the following markets where Participant is currently authorized by Microsoft to sell the Eligible Surface Products set forth in this table.	Surface Pro	Surface Laptop	Surface Book	Surface Go
New Zealand	X	X	X	X
Austria	X	X	X	X
Belgium	X	X	X	X
Denmark	X	X	X	X
Finland	X	X	X	X
France	X	X	X	X
Germany	X	X	X	X
Hong Kong	X	X	X	X
India	X	X	X	X
Ireland	X	X	X	X
Italy	X	X	X	X
Japan	X	X	X	X
Korea	X	X	X	X

Luxembourg	X	X	X	X
Malaysia	X	X	X	X
Netherlands	X	X	X	X
Norway	X	X	X	X
Poland	X	X	X	X
Portugal	X	X	X	X
Qatar	X	X	X	X
Saudi Arabia	X	X	X	X
Singapore	X	X	X	X
Spain	X	X	X	X
Sweden	X	X	X	X
Switzerland	X	X	X	X
Taiwan	X	X	X	X
Thailand	X	X	X	X
UAE	X	X	X	
United Kingdom	X	X	X	X

“Territory” for sales to M365 F1 Customers means the following markets where Participant is currently authorized by Microsoft to sell the Eligible Surface Products set forth in this table.	Surface Go
Austria	X
Belgium	X
Denmark	X
Finland	X
France	X
Germany	X
Hong Kong	X

Ireland	X
Italy	X
Japan	X
Luxembourg	X
Malaysia	X
Netherlands	X
New Zealand	X
Norway	X
Poland	X
Portugal	X
Singapore	X
Spain	X
Sweden	X
Switzerland	X
Taiwan	X
Thailand	X
United Kingdom	X

2. Program Summary:

- The Surface Offer for M365 Customers is an end-customer promotion designed to encourage Customers to purchase Eligible Surface Products. Accordingly, Participants who make qualifying sales of Eligible Surface Products to Customers during the Term and in the Territory are eligible to receive the rebates described in the table below, provided they comply with the Program Terms. Participant must validate that Customer has a valid Claim Code before offering any discounts funded through this Program to Customer. PLEASE NOTE: Effective as of March 1, 2019, remaining unused or partially used promotional claim codes for the FY19 Surface for M365 Customers Offer that have already been issued by Microsoft for qualifying M365 purchases made on or after April 1, 2018, are now valid on new qualifying Surface purchases made between March 1, 2019 and June 30, 2019, regardless of the expiration date printed on the claim code

Participant retains sole discretion to set prices for the Eligible Products, but to receive the rebates described in the table below, Participant must apply the value of such rebates as a discount to Customer at the time of the qualifying sale.

Eligible Surface Product Family	Eligible Surface Product Device Configurations	Per Unit Rebate on Qualifying Sale of Eligible Surface Product (in US\$)			Limitations
		M365 E3 / A3 Customer	M365 E5 / A5 Customer	M365 F1 Customer	

Surface Pro 5th Gen	All SKUs apart from core M, i5/128 WiFi & i5/128 LTE	\$30	\$50	N/A	Limit (1) per M365seat per Customer
Surface Pro 6 for Business	All SKUs apart from core M, i5/128 WiFi & All LTE Models	\$30	\$50	NA	Limit (1) per M365seat per Customer
Surface Laptop & Surface Laptop 2 for Business	All SKUs apart from i5/128	\$30	\$50	N/A	Limit (1) per M365 seat per Customer
Surface Book 2	All SKUs apart from i5/128	\$30	\$50	N/A	Limit (1) per M365 seat per Customer
Surface Go	All commercial SKUs; excludes all EDU SKU	\$20	\$20	\$20	Limit (1) per M365 seat per Customer

3. Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Term	July 1, 2018 – June 30, 2019	Participant must complete a qualifying sale of an applicable Eligible Surface Product to Customer in the applicable Territory during the Term.
Customer Segment	Commercial Customers	Commercial customers who have made a qualifying M365 purchase from Microsoft as follows: M365 E3/A3 and M365 E5/A5 Customers July 1, 2018 – February 28, 2019 M365 E3: At least one thousand (1,000) seats

M365 E5: At least five hundred (500) seats

M365 A3: At least one thousand (1,000) seats

M365 A5: At least five hundred (500) seats

March 1, 2019 – June 30, 2019

M365 E3: At least five hundred (500) seats

M365 E5: At least five hundred (500) seats

M365 A3: At least five hundred (500) seats

M365 A5: At least five hundred (500) seats

M365 F1 Customers

July 1, 2018 – February 28, 2019

M365 F1: At least one thousand (1000) seats

March 1, 2019 – June 30, 2019

M365 F1: At least five hundred (500) seats

Customer will receive from Microsoft notice of pre-qualification status for the Program offer and a promotional claim code ("**Claim Code**") after meeting the minimum M365 purchase requirements Participant must validate that Customer has a valid Claim Code before offering any discounts funded through this Program to Customer. PLEASE NOTE: Effective as of March 1, 2019, remaining unused or partially used promotional claim for the FY19 Surface for M365 Customer Offer

		that have already been issued by Microsoft for qualifying M365 purchases made on or after April 1, 2018. are now valid on new qualifying Surface purchases made between March 1, 2019 and June 30, 2019, regardless of the expiration date printed on the claim code All other Claim Codes are valid during the Term expiring June 30, 2019.
Partner Types	Surface Commercial ADR & DMP [MIOL Only: ADR, DMP and ADD]	Participant must register for the Program by emailing M365SurfaceOffer@microsoft.com . Registration is subject to validation by Microsoft.
Sales Criteria	<p><i>To receive the per unit rebate a qualifying sale of Eligible Surface Products, Participant must complete a qualifying sale of <u>at least one hundred (100) units</u> of Eligible Surface Products during the Term. There is a max of one (1) rebate per M365 seat per Customer.</i></p> <ul style="list-style-type: none"> - All eligible customers completing a new qualifying Surface purchase between March 1, 2019, and June 30, 2019, may combine applicable Eligible Surface Laptop and Surface Go SKUs and purchases made within a single 30-day period to meet the initial minimum order quantity of one hundred (100) Surface units. - After the initial minimum order quantity of one hundred (100) Surface units is met, no minimum order quantity will apply on future qualifying Surface purchases made between March 1, 2019 and June 30, 2019. 	
Rebate Calculation	<p><i>For qualifying sales of Eligible Surface Products to Customers who have purchased at least five hundred (500) M365 E3 or A3 seats, there is a per unit rebate of \$30 US Dollars (Limit one (1) rebate per M365 E3 seat).</i></p> <p><i>For qualifying sales of Eligible Surface Laptop Products to Customers who have purchased at least five hundred (500) M365 E5 or A5 seats, there is a per unit rebate of</i></p>	Participant must validate that Customer has a valid Claim Code before offering any discounts funded through this Program to Customer. PLEASE NOTE: Effective as of March 1, 2019, remaining unused or partially used promotional claim for the FY19 Surface for M365 Customer Offer that have already been issued by Microsoft for qualifying M365 purchases made on or after April 1, 2018. are now valid on new qualifying Surface purchases

	<p>\$50 US Dollars (limit one (1) rebate per M365 E5 seat).</p> <p><i>For qualifying sales of Eligible Surface Go Products to Customers who have purchased at least five hundred (500) M365 F1 seats, there is a per unit rebate of \$20 US Dollars in all markets within the Territory (limit one (1) rebate per M365 F1 seat).</i></p>	<p>made between March 1, 2019 and June 30, 2019, regardless of the expiration date printed on the claim code All other Claim Codes are valid during the Term expiring June 30, 2019.</p> <p>Participant retains sole discretion to set prices for the Eligible Products, but to receive the Program Rebates, Participant must apply the value of such rebates as a discount to Customer at the time of the qualifying sale.</p>
<p>Thresholds & Requirements</p>	<p>To receive a rebate on an Eligible Surface Product, Participant must complete a qualifying sale of at least one hundred (100) units of Eligible Surface Products to a Customer in the Territory during the Term and expiring June 30, 2019.</p> <ul style="list-style-type: none"> - All eligible customers completing a new qualifying Surface purchase between March 1, 2019, and June 30, 2019, may combine applicable Eligible Surface Laptop and Surface Go SKUs and purchases made within a single 30-day period to meet the initial minimum order quantity of one hundred (100) Surface units. - After the initial minimum order quantity of one hundred (100) Surface units is met, no minimum order quantity will apply on future qualifying Surface purchases made between March 1, 2019 and June 30, 2019. 	
<p>Rebate Activities/ Documentation</p>	<p>All rebate claims by Participant under this Program are subject to the following requirements:</p>	

	<ol style="list-style-type: none"> 1. Participant must register for the Program by emailing M365SurfaceOffer@microsoft.com. Registration is subject to validation by Microsoft. Once Participant's registration for the Program is validated by Microsoft, Participant will receive a confirmation email from Microsoft with rebate claim instructions; 2. After making a qualifying sale to Customer, Participant must submit a claim for the rebate to Microsoft on the Program Claim Portal (see link on registration portal: www.ms365surfaceoffer.com) All claims must include the following information: Name of Customer; Customer Invoice Details and the unique Claim Code provided by Customer. All claims are subject to validation by Microsoft for compliance with these Program Terms and Conditions. 3. Upon validation, Microsoft will issue the rebate payment to Participant as outlined in Section 2 of these Program Terms and Conditions. 	
<p>Pricing Program Eligibility</p>	<p>This Program can be combined with Bid Grid, Special Pricing, and Deal Registration pricing programs. Please note that all the foregoing pricing programs are calculated using a percentage off of the net MSRP of each Eligible Product. This Program may not be combinable with any other offers or rebates.</p>	<p>All rebate claims for this Program must be submitted before July 30, 2019, and in no event later than 30 days of the qualifying sale of the Eligible Surface Products.</p>

4. Payout Schedule

Claim Collection Period	Date Sent for Payment
1. 7/1/18 – 7/31/18	8/6/18
2. 8/1/18 – 8/15/18	8/20/18

3. 8/16/18 – 9/15/18	9/20/18
4. 9/16/18 – 10/15/18	10/22/18
5. 10/16/18 – 11/15/18	11/20/18
6. 11/16/18 – 12/15/18	12/20/18
7. 12/16/18 – 1/15/19	1/21/19
8. 1/16/18 – 2/15/19	2/20/19
9. 2/16/18 – 3/15/19	3/20/19
10. 3/16/18 – 4/15/19	4/22/19
11. 4/16/19 – 5/15/19	5/20/19
12. 5/16/19 – 6/15/19	6/21/19
13. 6/16/19 – 7/15/19	7/22/19
14. 7/16/19 – 7/30/19	7/30/19

5. Currency Exchange Rates

FY19 Budget FX rates			
Country	Market	Rebate in USD	Local Currency Amount
USA	AOC	USD	
		\$50	\$50
		\$30	\$30
		\$20	\$20
Canada	AOC	CAD	
		\$50	\$65.00
		\$30	\$40.00
		\$20	\$25.00
Australia	APOC	AUD	
		\$50	\$65.00
		\$30	\$40.00

		\$20	\$25.00
New Zealand	APOC	NZD	
		\$50	\$70.00
		\$30	\$45.00
		\$20	\$30.00
Austria	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Belgium	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
China	APOC	CNY	
		\$50	CNY 320.00
		\$30	CNY 195.00
		\$10	CNY 65.00
Denmark	EOC	DKK	
		\$50	DKK 310.00
		\$30	DKK 190.00
		\$20	DKK 125.00
Finland	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
France	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Germany	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	
Hong Kong	APOC	HKD	

		\$50	HK\$390.00
		\$30	HK\$235.00
		\$20	HK\$155.00
India	APOC	INR	
		\$50	INR 3,450.00
		\$30	INR 2,000.00
		\$20	INR 1,400.00
Ireland	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Italy	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Japan	APOC	JPY	
		\$50	¥ 5,350.00
		\$30	¥ 3,250.00
		\$20	¥ 2,150.00
Korea	APOC	KRW	
		\$50	₩54,000.00
		\$30	₩32,000.00
		\$20	₩22,000.00
Luxembourg	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Malaysia	APOC	MYR	
		\$50	RM200.00
		\$30	RM120.00
		\$20	RM80.00
Netherlands	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00

		\$20	€ 20.00
Norway	EOC	NOK	
		\$50	405.00 kr
		\$30	245.00 kr
		\$20	160.00 kr
Poland	EOC	PLN	
		\$50	PLN 185.00
		\$30	PLN 110.00
		\$20	PLN 75.00
Portugal	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Singapore	APOC	SGD	
		\$50	SGD 70.00
		\$30	SGD 40.00
		\$20	SGD 30.00
Spain	EOC	EUR	
		\$50	€ 45.00
		\$30	€ 25.00
		\$20	€ 20.00
Sweden	EOC	SEK	
		\$50	430.00 kr
		\$30	260.00 kr
		\$20	170.00 kr
Switzerland	EOC	CHF	
		\$50	CHF 50.00
		\$30	CHF 30.00
		\$20	CHF 20.00
Taiwan	APOC	TWD	
		\$50	TWD 1,500.00
		\$30	TWD 900.00
		\$20	TWD 600.00
Thailand	APOC	THB	

		\$50	฿1,600.00
		\$30	฿960.00
		\$20	฿640.00
Qatar	EOC/MEA	QAR	
		\$50	180.00 ر.ق.
		\$30	110.00 ر.ق.
		\$20	70.00 ر.ق.
Saudi Arabia	EOC/MEA	SAR	
		\$50	190.00 ر.س.
		\$30	110.00 ر.س.
		\$20	75.00 ر.س.
UAE	EOC/MEA	AED	
		\$50	185.00 د.إ.
		\$30	110.00 د.إ.
		\$20	75.00 د.إ.
United Kingdom	EOC	GBP	
		\$50	£ 35.00
		\$30	£ 25.00
		\$20	£ 15.00