

## Terms and Conditions

### Campaign Summary

CSP Direct Bill Partners and Indirect Providers can earn an incentive reward for reducing their escalation incident rate to Microsoft support during the program period. The incentive will run from October 1, 2023 to March 31, 2024.

### Campaign Program Benefits

- Earn a cash incentive for improving your incident rate, which can be applied against the cost of your support plan.
- Gain access to incident history and support content to help you optimize your support capabilities and improve customer satisfaction.
- Have an early seat at the table to influence how Microsoft measures support performance.

If the entity with which you are affiliated ("Participant") has not enrolled in the Campaigns Incentive Program in Partner Center, please expect to receive an enrollment invitation email. If Participant has previously enrolled in a Campaigns Program in Partner Center, Participant's enrollment obligation is complete; there is no need to re-enroll for each Campaign Program. For more information on enrollment, visit the Incentives page on the [Partner Website](#).

### Campaign Program Terms & Conditions

This Campaign Program is governed by (a) the terms and conditions in the [Campaign and Custom Incentive Program Guide](#) ("Program Guide") and (b) the terms and conditions set forth in this email below (the "Additional Terms and Conditions"). In the event of any conflict or inconsistency between the terms of the Additional Campaign Terms and Conditions and the Program Guide, these Additional Campaign Terms and Conditions will control. Except as expressly set forth in the Additional Campaign Terms and Conditions, terms defined in the Program Guide will have the same meanings when used in the Additional Campaign Terms and Conditions.

**BY PARTICIPATING IN THE CAMPAIGN PROGRAM, SUBMITTING INFORMATION TO MICROSOFT IN CONNECTION WITH THE CAMPAIGN PROGRAM, OR ACCEPTING ANY INCENTIVE PAYMENTS FROM MICROSOFT AS A RESULT OF THE CAMPAIGN PROGRAM, PARTICIPANT AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS IN THE PROGRAM GUIDE AND THE ADDITIONAL TERMS AND CONDITIONS.**

## Effective Date and End Date

This Campaign Program starts on October 1, 2023 and ends on March 31, 2024 ("Program Term").

## Eligibility

To be eligible to earn incentive payments under this Campaign Program, Participant must satisfy all the eligibility criteria set forth in the Program Guide and the additional criteria included below:

- Authorized CSP Direct Bill or Indirect Provider Partner
- Partner must have an active Advanced Support for Partner (ASfP) or Premier Support for Partner (PSfP).

## Customer segment

Support volume information used for the campaign's reward calculations will be limited to the Partners' CSP Direct Bill or Indirect Provider customer Reactive Technical Cloud Support Incidents only. All other support incidents, proactive, or on-prem incidents will be excluded from this campaign's rewards calculations.

Incentive applies in all subsidiaries except those in which there does not exist a Microsoft team that is available to support the campaign execution. The incentive will also not be available in countries where Microsoft, by policy, is not allowed to do business.

## Eligible Products

Incident volume for CSP Direct Bill or Indirect Provider CSP licensed Cloud services will be included in the campaign's rewards calculation (M365, Azure, D365). Incidents for all other products and services are excluded.

## Sales Criteria

1. **Incentive measurement:** The incentive calculation will be based on partner incident costs compared against Partner Commercial Billed Revenue and the reward will be based on incident rate (IR) improvement. For every support incident which is not raised with Microsoft, a share of the avoided cost of that deflected case will be shared with partner.

## Incentive Award

**Incentive Reward:** Microsoft’s cost savings will be shared with partners. Payout rate is based on incident rate improvement with a **50% max cap**:

The campaign incentive period runs from October 1<sup>st</sup> 2023 to March 31<sup>st</sup> 2024 and the partner incentive rate baseline will be for results from January 1<sup>st</sup> 2023 to June 30<sup>th</sup> 2023. Partners that achieve at least a 15% improvement in their incident rate during the incentive reward period over the baseline period will receive a cash reward.

The exact amount of the reward will be determined in rewards milestones and calculated as a percent of the incremental incident cost savings to Microsoft. The maximum reward will be 50% of Microsoft’s incident cost during the baseline period (see details below).

<b>Partner Improvement Measures</b>	<b>←Rewards Milestones→</b>		
Incident Rate Reduction	15%	33%	65%
Target Reward as % of Microsoft’s Cost Savings (subject to max)	15%	20%	50%

Incident rate is the total incident cost divided by CSP Direct Bill or Indirect Provider revenue over the 6 month period of the campaign. Final results of the campaign will be provided to participants with 30 days of the end of the campaign.

Participant’s eligibility is determined at the Location MPN ID level. For clarity, where an eligible Participant has multiple TPID’s, the associated revenue/seats (Campaign owner to define) will be aggregated prior to performing the incentive calculation

For an eligible transaction to be included in the incentive payment calculation, it must have been recorded in the Microsoft internal sales tools during the relevant Program Term.

### **Payment**

Eligible Participants who earn an incentive will be paid within 60 days of the conclusion of the campaign, March 31<sup>st</sup> 2023. Payment method will be through a Wire Transfer. For more information regarding payments refer to the [Campaign Program Guide](#).

For more information regarding payments, refer to the [Campaign and Custom Incentive Program Guide](#).

## Thresholds

Minimum payment threshold: \$0

Maximum payment threshold: 50% of the total cost of their incident submissions during the baseline period, January 1<sup>st</sup> 2023 to June 30<sup>th</sup> 2023.

## POE Activities/Documentation

During the Term of this Campaign Program, Participant is obliged to perform the following POE Activities ("**POE Activities**"):

- **Pre-campaign:** Meet 1-2 times to review historical support data and identify opportunities for improvement. Document your plan for improving incident rate and share documented plan with Microsoft.
- **During campaign:** Meet monthly to review Microsoft provided support data and assess performance metrics. Share with Microsoft any insights regarding actions to improve performance.
- **Post campaign:** Complete a final campaign exit survey covering actions taken during campaign and participants feedback and insights on the campaign.

## Definitions

When used herein, and in addition to terms defined elsewhere in the Additional Terms and Conditions, the following terms have the following meanings:

**"Affiliate"** means any legal entity that controls, is controlled by, or that is under common control with Participant or Microsoft. For purposes of this definition, "control" means ownership of more than 50% of the voting securities or other ownership interest in a legal entity or the power to direct the management and policies of a legal entity.

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

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

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

**"Territory"** means the geographic area in which Participant is authorized by Microsoft to distribute the Eligible Products during the Program Term.