

July 1, 2020

**AGREEMENT (“Agreement”) FOR MODERN WORK WITH SURFACE PROGRAM
FOR SMALL BUSINESS MICROSOFT CUSTOMERS – WORLDWIDE (“Program”)**

OFFER BY MICROSOFT CORPORATION (“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 and that meets the definition of Participant as set forth in Section 1 of the Additional Program Terms attached hereto 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 and 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 **July 1, 2020** and ends on **December 31, 2020** (“**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 Program website at <https://aka.ms/mwsmboffer/tcs> 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.

All claims, including all required reporting and proof of performance, must be received by Microsoft within sixty (60) days after the qualifying sale or lease, as applicable of the Eligible Surface Products. Once all required reporting and proof of performance is received by Microsoft, Microsoft will send the rebate claims for payment. Please allow sixty (60) to ninety (90) days for receipt of rebate payments once sent for payment.

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 Surface 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, "FY21 Budget FX 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 FMODERN WORK WITH SURFACE PROGRAM
FOR SMALL BUSINESS MICROSOFT 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 authorized by Microsoft to sell Eligible Surface Products pursuant to a Microsoft channel agreement. In addition, in the event Distributor is submitting a claim under this Program as a Participant for a Qualifying Device Lease, then Distributor must also be authorized by Microsoft to operate device leasing programs for the Eligible Surface Products pursuant to a Microsoft channel agreement. If Distributor does not have a current, valid Channel Agreement that includes a valid Device Leasing Amendment, and a Microsoft Partner Network Agreement at time of transaction, Distributor is not eligible to submit claims as a Participation for a Qualifying Device Lease.

“Customer” means a small business entity (other than Participant or its Affiliate(s)) within the Territory that makes either a qualifying purchase of at least twenty-five (25) units of an Eligible Surface Product for use as an end user and not for distribution or resale (a **“Qualified Device Purchase”**) or a Qualified Device Lease (as defined below); provided such Customer also has a valid Claim Code for this Program from Microsoft. In order to have a valid Claim Code from Microsoft, Customer must have made a qualifying purchase of at least twenty-five (25) seats of Microsoft 365 Business Premium seats made between July 1, 2019 and December 31, 2020 (a **“Qualified Service Purchase”**).

IMPORTANT! Participant must validate that Customer has a valid Claim Code before offering any rebates funded through this Program to Customer.

“Qualified Device Lease” means a transaction through which Customer acquires the Eligible Surface Products under the terms of an operational lease as follows:

Participant leases Eligible Surface Product, either directly or through a third party financial institution, under the terms of an operational lease and the applicable invoice is issued and operational lease is initiated during the applicable deadline stated herein.

“Eligible Surface Products” means the applicable Surface Pro, Surface Laptop, Surface Book, and Surface Go products (collectively, the **“Eligible Surface Products”**) as described in the table in Section 2 below, and subject to availability.

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

“Participant” means the following:

- In the case of a Qualifying Device Purchase, Participant must be a Reseller
- In the case of a Qualifying Device Lease, Participant may be a Reseller or Distributor, as applicable.

Participant must register for the Program on the Program Registration Portal at <https://aka.ms/mwsmboffer>. Registration is subject to validation by Microsoft.

“Reseller”. 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 for resale directly to Customers or for distribution directly Customers via a device leasing program the applicable Eligible Surface Products within the Territory.

“Territory” for sales to M365 Business Premium 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
Austria	X	X	X	X
Bahrain	X	X	X	X
Belgium	X	X	X	X
Bulgaria	X	X	X	X
Croatia	X	X	X	X
Czech Republic	X	X	X	X
Denmark	X	X	X	X
Estonia	X	X	X	X
Finland	X	X	X	X
France	X	X	X	X
Germany	X	X	X	X
Greece	X	X	X	X
Hong Kong	X	X	X	X
Hungary	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
Kuwait	X	X	X	X
Latvia	X	X	X	X
Lithuania	X	X	X	X
Luxembourg	X	X	X	X
Malaysia	X	X	X	X
Mexico	X	X	X	X
Netherlands	X	X	X	X
New Zealand	X	X	X	X
Norway	X	X	X	X
Oman	X	X	X	X

Poland	X	X	X	X
Portugal	X	X	X	X
Qatar	X	X	X	X
Romania	X	X	X	X
Saudi Arabia	X	X	X	X
Singapore	X	X	X	X
Slovakia	X	X	X	X
Slovenia	X	X	X	X
South Africa	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	X

2. Program Summary

The Modern Work with Surface Program for Small Business Microsoft Customers is an end-customer program designed to encourage Customers to purchase or lease Eligible Surface Products. Accordingly, Participants who make qualifying sale or lease of at least twenty-five (25) units of the applicable 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.

IMPORTANT!

Participant must validate that Customer has a valid Claim Code before offering any discounts funded through this Program to Customer.

Participant retains sole discretion to set prices for the Eligible Surface 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 Customer's Qualifying Device Purchase or Qualifying Device Lease, as applicable.

Eligible Surface Product Family	Eligible Surface Product Device Configurations	Per Unit Rebate on Qualifying Device Purchase for M365 Business Premium Customers	Limitations
Surface Pro 5 th Gen for Business	All SKUs apart from WiFi & i5/128 LTE	\$30 USD	M365 Business Premium: Limit (1) per license seat per Customer, and max of three hundred (300) per Customer.
Surface Pro 7 for Business	All configurations, except i3/128 and i5/128	\$30 USD	M365 Business Premium: Limit (1) per license seat per Customer, and max of three hundred (300) per Customer.

Surface Pro X for Business	All SKUs apart from Surface Pro X 8/128 COMM	\$30 USD	M365 Business Premium: Limit (1) per license seat per Customer, and max of three hundred (300) per Customer.
Surface Laptop 3 for Business (includes Surface Laptop 3 (Intel i5/8/256), PKU-00003 SKU)	All SKUs apart from i5/128	\$30 USD	M365 Business Premium: Limit (1) per license seat per Customer, and max of three hundred (300) per Customer.
Surface Book 3 for Business	All SKUs	\$30 USD	M365 Business Premium: Limit (1) per license seat per Customer, and max of three hundred (300) per Customer.
Surface Go 2 for Business	All commercial SKUs; excludes all EDU SKUs	\$20 USD	M365 Business Premium: Limit (1) per license seat per Customer, and max of three hundred (300) per Customer.

3. Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Term	July 1, 2020 – December 31, 2020	Participant must complete a Qualifying Device Purchase or Qualifying Device Lease, as applicable, of at least twenty-five (25) units of an applicable Eligible Surface Product to Customer in the applicable Territory during the Term.
Customer Segment	SMB Customers	<p>SMB customers who have made a Qualifying Service Purchase or Qualifying Device Lease of Microsoft 365 Business Premium, as determined by Microsoft based on issuance of Claim Code to Customer. Eligible Surface Products must be acquired for use as an end user and not for distribution or resale.</p> <p>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 license purchase requirements for a Qualifying Service Purchase. Participant must validate that Customer has a valid Claim Code by emailing srfcsmb@microsoft.com before offering any</p>

		discounts funded through this Program to Customer.
Partner Types	<p>Device Purchase: Surface Commercial ADR or DMP</p> <p>Device Lease: Surface Commercial ADD, ADR or DMP</p>	<p>Participant must register for the Program by emailing srfcsmb@microsoft.com.</p> <p>Registration is subject to validation by Microsoft.</p>
Sales Criteria	<p>To receive the per unit rebate, Participant must complete a Qualifying Device Purchase or Qualifying Device Lease of at least twenty-five (25) units of Eligible Surface Products to a Customer during the Term and in the Territory. There is a max of one (1) rebate per M365 Business Premium seat per Customer and a max of three hundred (300) rebates per Customer.</p> <p>In the case of a Qualifying Device Purchase, Participant may combine qualifying sales of Eligible Surface Products to a Customer within a single 30-day period to meet the initial minimum order quantity of twenty-five (25) Surface units.</p> <p>After the initial minimum order quantity of twenty-five (25) Surface units is met, no minimum order quantity will apply on future Qualifying Device Purchases or Qualifying Device Leases for Eligible Surface Products to the same Customer during the Term.</p>	
Rebate Calculation	<p>Rebates will be calculated in accordance with the rates set forth in the Table in Section 2 (Program Summary) above.</p>	<p><i>Participant must validate that Customer has a valid Claim Code before offering any discounts funded through this Program to Customer by emailing srfcsmb@microsoft.com.</i></p> <p><i>PLEASE NOTE:</i></p> <p><i>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 or lease, as applicable.</i></p>

<p>Thresholds & Requirements</p>	<p>To receive a rebate on an Eligible Surface Product, Participant must complete a Qualifying Device Purchase or Qualifying Device Lease of at least twenty-five (25) units of Eligible Surface Products to a Customer in the Territory during the Term.</p> <p>In the case of a Qualifying Device Purchase, Participant may combine qualifying sales of Eligible Surface Products to a Customer within a single 30-day period during the Term to meet the initial minimum order quantity of twenty-five (25) Surface units.</p> <p>After the initial minimum order quantity of twenty-five (25) Surface units is met, no minimum order quantity will apply on future Qualifying Device Purchase or Qualifying Device Lease of Eligible Surface Products to the same Customer during the Term.</p>	
<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 srfcsmb@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 Device Purchase or Qualifying Device Lease to Customer, Participant must submit a claim including a complete and accurate claim form with all required reporting and proof of performance information outlined below to Microsoft on the Program Claim Portal (see link on registration portal: https://aka.ms/mwsmboffer) within sixty (60) days of the date of sale. Any claims received outside of this sixty (60) day period will be rejected by Microsoft. All claims are subject to validation by Microsoft for compliance with these Program Terms and Conditions <ul style="list-style-type: none"> <u>Required Proof of Performance</u> <ol style="list-style-type: none"> i. All claims must include the following information: <ul style="list-style-type: none"> • Full Name of Customer; • Customer Invoice Details (pricing information may be omitted; invoice details must include Product SKU P/N) • Unique Claim Code provided by Customer. . ii. If the Eligible Surface Products are acquired via leasing transaction, then in addition to the information in Section 2.i above, Participant must also submit the applicable form in Appendix A. on the Program Claim Portal (see link on registration portal: https://aka.ms/mwsmboffer). 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, , and Deal Registration pricing programs. Please</p>	<p>All rebate claims for this Program must be submitted before March 2, 2021, and in no</p>

	<p>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, including the FY21 Surface+ Offer for Microsoft Customers Offer – Worldwide – Lease Transactions, the Surface+ Offer for AU, CA, UK, and US Microsoft Customers , and FY21 Surface+ Offer for US Public Sector Customers.</p>	<p>event later than sixty (60) days of the qualifying sale of the Eligible Surface Products.</p>
<p>Offer Limitations and Additional Terms</p>	<p>Offer not valid on not-for-resale products or demo SKUs, returned or refurbished products, or academic edition products, or End-of-Life Surface product SKUs. Offer not valid on prior purchases, not combinable with the FY21 Surface+ Offer for Microsoft Customers Offer(s) and may not be combinable with other offers.</p> <p>PLEASE NOTE: Eligible Surface Products must be acquired for use as an end user and not for distribution or resale.</p>	

APPENDIX A

This form is required upon rebate claim submission for lease transactions.

If Company is operating the Device Leasing Program the Company must complete this attachment.

This form is required upon rebate claim submission for the **FY21 SURFACE+ OFFER FOR MICROSOFT CUSTOMERS – WORLDWIDE-LEASE TRANSACTIONS OFFER**, valid July 1, 2020 through December 31, 2020.

All Terms and Conditions apply. Initial minimum sales quantity applies. Partner eligibility is available to all Surface Commercial Authorized Device Distributors with a valid authorization from Microsoft to operate a Device Leasing Program. Claims will only be considered if Distributor’s invoice for the Eligible SKUs is issued within the Term and the operational lease for the Eligible SKUs is initiated within the Term.

If Company is operating the Device Leasing Program directly, then Company must provide the following:

ADD to Reseller Invoice Date:	
ADD to Reseller Invoice #:	
Reseller Name:	
Leasing Company Name:	
End Customer Name:	
End Customer Organizational Email Domain:	
End Customer Country:	
PO Date:	
PO #:	
Disti Unique Case # (Optional):	
Promotional Claim Code:	
Surface+ Offer or Modern Work with Surface Offer?	
Eligible SKU:	
Units Transacted this period?	

If Company is operating the Device Leasing Program directly, then Company must complete this attachment.

This form is required upon rebate claim submission for the **FY21 SURFACE+ OFFER FOR MICROSOFT CUSTOMERS – WORLDWIDE-LEASE TRANSACTIONS OFFER**, valid July 1, 2020 through December 31, 2020.

All Terms and Conditions apply. Initial minimum sales quantity applies. Partner eligibility is available to all Surface Commercial Authorized Device Distributors with a valid authorization from Microsoft to operate a Device Leasing Program. Claims will only be considered if Distributor’s invoice for the Eligible SKUs is issued within the Term and the operational lease for the Eligible SKUs is initiated within the Term.

If Company is operating the Device Leasing Program directly, then Company must provide the following:

ADD to Leasing Company Invoice Date:	
ADD to Leasing Company Invoice #:	
Leasing Company Name:	
End Customer Name:	
End Customer Organizational Email Domain:	
End Customer Country:	
PO Date (from Reseller to Leasing Company, if applicable):	
PO #:	
ADD Unique Case ID (Optional):	
Offer Claim Code:	
Surface+ Offer or Modern Work with Surface Offer?	
Eligible SKU:	
Units Transacted this period?	

FY21 Budget FX Rates			
Country	Currency	Surface Go 2	M365 Business Premium
United States	USD	\$20	\$30
Austria	EUR	€ 20	€ 25
Bahrain	BHD	10.د.ب.	10.د.ب.
Belgium	EUR	€ 20	€ 25
Bulgaria	BGN	35лв	55лв
Croatia	HRK	140kn	210kn
Czech Republic	CZK	495Kč	745Kč
China	CNY	¥145	¥215
Denmark	DKK	135 kr.	205 kr.
Estonia	EUR	€ 20	€ 25
Finland	EUR	€ 20	€ 25
France	EUR	€ 20	€ 25
Germany	EUR	€ 20	€ 25
Greece	EUR	€ 20	€ 25
Hong Kong	HKD	\$155	\$235
Hungary	HUF	6350Ft	9525Ft
India	INR	₹ 1,400	₹ 2,100
Ireland	EUR	€ 20	€ 25
Italy	EUR	€ 20	€ 25
Japan	JPY	¥2,160	¥3,235
Korea	KRW	₩24,685	₩37,030
Kuwait	KWD	5.د.ك.	10.د.ك.
Latvia	EUR	€ 20	€ 25
Lithuania	EUR	€ 20	€ 25
Luxembourg	EUR	€ 20	€ 25
Malaysia	MYR	RM85	RM130
Mexico	MXN	\$450	\$675
Netherlands	EUR	€ 20	€ 25
New Zealand	NZD	\$30	\$50
Norway	NOK	kr 200	kr 300
Oman	OMR	10.ر.ع.	10.ر.ع.
Poland	PLN	80 zł	120 zł
Portugal	EUR	€ 20	€ 25
Romania	RON	90 lei	130 lei
Saudi Arabia	SAR	75ر.س.	115ر.س.
Singapore	SGD	\$30	\$45
Slovakia	EUR	€ 20	€ 25
Slovenia	EUR	€ 20	€ 25
South Africa	ZAR	R350	R525
Spain	EUR	€ 20	€ 25
Sweden	SEK	195 kr	290 kr

Switzerland	CHF	20 CHF	30 CHF
Taiwan	TWD	NT\$ 600	NT\$ 900
Thailand	THB	฿635	฿955
Qatar	QAR	75 ر.ق.	110 ر.ق.
UAE	AED	75 د.إ.	110 د.إ.