# AGREEMENT ("Agreement") FOR FY21 SURFACE+ OFFER FOR US PUBLIC SECTOR CUSTOMERS – ("Program")

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

### **UPDATE:** Effective as of August 12, 2020 the Offer is updated as follows:

• The Eligible Surface Laptop Products for purposes of the Offer include the following additional products; available after September 10, 2020; subject to device and market eligibility:

Eligible Surface Product Family	Eligible Surface Product Device Configuration
Surface Duo for Business	All commercial SKUs; excludes 128 SKUs and
	AT&T Locked SKU

#### 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 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 **July 1, 2020** and ends on **June 30, 2021** ("**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 web site at <a href="https://aka.ms/FY21surfaceplusoffer/PubSecTCs">https://aka.ms/FY21surfaceplusoffer/PubSecTCs</a> 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 execution, 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.

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 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 authorised 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 any public sector entity (other than Participant or its Affiliate(s)) within the Territory that meets the definition of a Government Customer or State Owned Enterprise that makes either a a qualifying purchase of at least fifty (50) units of an Eligible Surface Product (as described in the table in Section 2 below) or five (5) Surface Hub 2S products for use an end user, and not for distribution or resale (a "Qualifying Device Purchase") or a Qualifying Device Lease (as defined below); provided such Customer has also made a "Qualifying Service Purchase" (as defined below. The Qualifying Device Purchase or Qualifying Device Lease, as applicable, and Qualifying Service Purchase must be made as follows:

For customers with a Qualifying Service Purchase between July 1, 2018 – June 30, 2019, the Qualifying Device Purchase or Qualifying Device Lease, as applicable, must be made between July 1, 2020 and <u>September 30, 2020</u>.

For customers with a Qualifying Service Purchase between July 1, 2019 – June 30, 2021, the Qualifying Device Purchase or Qualifying Device Lease, as applicable, must be made between July 1, 2020 and *June 30, 2021*.

"Qualifying 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.

"Qualifying Service Purchase" means any of the following during the applicable dates set forth herein:

M365 E3/A3, M365 E5/A5, M365 Info Protection & Compliance (M365 IPC), and M365 Identity & Threat Protection (M365 ITP) Customers

To qualify for a per unit rebate on the eligible Surface Go, Surface Pro, Surface Laptop, Surface Book, and Surface Hub products set forth in the table in Section 2 below Customer must make a

qualifying M365 Enterprise or M365 for Education purchase from Microsoft of at least fifty (50) seats.

#### M365 F1 Customers

To qualify for a per unit rebate on the eligible Surface Go products set forth in the table in Section 2 below Customer must make a qualifying M365 F1 purchase from Microsoft of at least fifty (50) seats.

#### **M365 Component Customers**

To qualify for a per unit rebate on the Surface Go, Surface Pro, Surface Laptop, Surface Book, and Surface Hub products set forth in the table in Section 2 below, Customer must make a qualifying Office 365 and Windows 10 and EMS purchase from Microsoft of at least fifty (50) seats.

### **O365 Step-Up Customers**

To qualify for a per unit rebate on the Surface Go, Surface Pro, Surface Laptop, Surface Book, and Surface Hub products set forth in the table in Section 2 below, Customer must: (1) make a qualifying license step-up from Office 365 to a full M365 E3/A3, E5/A5, or F1 license and meet the minimum of at least fifty (50) seats and (2) request a Claim Code directly from Microsoft.

#### **Azure Monetary Commitment and Azure Consumed Revenue Customers**

To qualify for a rebate on the Surface Go, Surface Pro, Surface Laptop, Surface Book, and Surface Hub products set forth in the table in Section 2 below, Customer must make an Azure Monetary Commitment and/or Azure Consumed Revenue (including support of Windows Virtual Desktop) of \$50,000 USD with Microsoft.

## **Dynamics 365**

To qualify for a per unit rebate on the Surface Go, Surface Pro, Surface Laptop, Surface Book, and Surface Hub products set forth in the table in Section 2 below, Customer must make a qualifying Dynamics 365 purchase from Microsoft of at least fifty (50) seats. See **Appendix A** for a list of Eligible Dynamics 365 SKUs for this Program. Dynamics licenses may be aggregated across qualifying Eligible Dynamics 365 SKUs to reach minimum of 100 seats.

Except in the case of O365 Step-Up Customers, 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 requirement for a Qualifying Service Purchase. (O365 Step-Up Customers must request a claim code directly from Microsoft).

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

"Eligible Surface Products" means the applicable Surface Pro, Surface Laptop, Surface Book, Surface Go, and Surface Hub SKUs (collectively, the "Eligible Surface Products") as described in the table in Section 2 below, and subject to availability.

"Government Customer" means any "Eligible Entity" under Microsoft's Qualifying Government Eligibility Definition found at <a href="https://www.aka.ms/governmenteligibility">www.aka.ms/governmenteligibility</a>.

"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 <a href="mailto:aka.ms/FY21SurfacePlusOffer">aka.ms/FY21SurfacePlusOffer</a>. 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 to Customers or for distribution Customers via a device leasing program the applicable Eligible Surface Products within the Territory

"State Owned Enterprise" means an entity for which any of the following conditions exist: (a) a government entity or apparatus clearly controls the company; (b) employees of the company are considered to be public officials or civil servants; (c) the company is financed through governmental appropriations; (d) the company is financed through revenues obtained from government-mandated taxes, licenses, fees, or royalties; (e) the company pays its profits to a government entity or apparatus; (f) a government entity or apparatus is the largest single shareholder; (g) a government entity or apparatus controls the board of directors; (h) a government entity or apparatus can appoint the majority of the company's administrative or managerial body or supervisory board; (i) a government entity or apparatus can appoint less than a majority of the board but has negative veto powers; (j) minister-level officials sit on the board; (k) the company performs governmental functions; (l) a government entity or apparatus owns 30% or more of the company, directly or indirectly.

"Territory" means the 50 United States, District of Columbia, and Puerto Rico.

## 2. Program Summary:

The Surface+ Offer for Microsoft Customers is an end-customer promotion designed to encourage Customers to purchase Eligible Surface Products. Accordingly, Participants who make qualifying sales or leases of at least fifty (50) 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 disclose the value of the rebate is disclosed to the Customer, and ensure that the value of the rebate is passed through for the benefit of the Customer at the time of the Customer's Qualifying Device Purchase or Qualifying Device Lease, as applicable This also means that Participant must ensure that Participant's price to Customer for the Eligible Surface Products may not exceed the Maximum Resale Price. "Maximum Resale Price" means the total estimated retail price for the Eligible Surface Products less the value of the applicable rebate.

Eligible Surface Product Family	Eligible Surface Product Device Configurations	Per Unit Rebate on Qualifying Device Purchase*			Limitations**
		M365 E3/A3, Azure, and Dynamics 365 Customers	M365 E5/A5 and M365 E3 ITP/IPC Customers	M365 F1 Customers	
Surface Pro 5 <sup>th</sup> Gen for Business	All SKUs apart from WiFi & i5/128 LTE	\$30 USD	\$50 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer Azure Commit: Limit 10,000 units
Surface Pro 7 for Business	All configurations, except i3/128 and i5/128	\$30 USD	\$50 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer Azure Commit: Limit 10,000 units
Surface Pro X for Business	All SKUs apart from Surface Pro X 8/128 COMM	\$30 USD	\$50 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer Azure Commit: Limit 10,000 units
Surface Laptop 3 for Business (includes Surface Laptop 3 (Intel i5/8/256), PKU-00003 SKU)	All SKUs apart from i5/128	\$30 USD	\$50 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer  Azure Commit: Limit 10,000 units
Surface Book 3 for Business	All SKUs	\$30 USD	\$50 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer  Azure Commit: Limit 10,000 units
Surface Go 2 for Business	All commercial SKUs; excludes all EDU SKUs	\$20 USD	\$20 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer  Azure Commit: Limit 10,000 units
Surface Duo for Business (available after September 10, 2020)	All SKUs apart from 128 and AT&T Locked SKU	\$20 USD	\$20 USD	\$20 USD	M365 and Dynamics 365: Limit (1) per license seat per Customer  Azure Commit: Limit 10,000 units
Surface Hub 2S – 55"	Excludes EDU and Demo SKUs	\$120 USD	\$150 USD	N/A	M365 and Dynamics 365: Limit (1) per license seat per Customer  Azure Commit: Limit 10,000 units

\*If the Customer has made a Qualifying Service Purchase based on O365 Step-Up, then the per unit discount will be based on the M365 license they have stepped up to. For example, if the Customer steps up from O365 to an M365 F1 license, then the per unit discount will be the same per unit discount listed for M365 F1 customers in the table above.

\*\*Discounts cannot be stacked across Qualifying Service Purchases. For example, if a Customer has made a \$50,000 USD Azure Commit and purchased 100 M365 E5 seats, then the \$30 USD per unit discount for the Azure Commit cannot be stacked with the \$50 USD per unit discount for the M365 E5 seats.

# 3. Detailed Eligibility Criteria:

Criteria	Eligibility	Details
Term	July 1, 2020 – June 30, 2021  For customers with a Qualifying Service Purchase between July 1, 2018 – June 30, 2019, the Qualifying Device Purchase or Qualifying Device Lease, as applicable, must be made between July 1, 2020 and September 30, 2020.	Participant must complete a Qualifying Device Purchase or Qualifying Device Lease, as applicable, of at least fifty (50) units of an applicable Eligible Surface Product or five (5) Surface Hub 2S units to Customer in the applicable Territory during the applicable deadline set forth herein.
	For customers with a Qualifying Service Purchase between July 1, 2019 – June 30, 2021, the Qualifying Device Purchase or qualifying Device Lease, as applicable, must be made between July 1, 2020 and June 30, 2021.	
Customer Segment	Government Customers and State-Owned Enterprises in the 50 United States, District of Columbia and Puerto Rico	Government Customers and State-Owned Enterprises in the 50 United States, District of Columbia and Puerto Rico who have made a Qualifying Service Purchase from Microsoft. Eligible Surface Products must be acquired for use as an end user and not for distribution or resale  Customer will receive from Microsoft notice of prequalification 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 <a href="mailto:srfcplus@microsoft.com">srfcplus@microsoft.com</a>

		before offering any discounts funded through this Program to Customer.
Partner Types	Device Purchase: Surface Commercial ADR or DMP  Device Lease: Surface Commercial ADD, ADR, or DMP	Participant must register for the Program by emailing <a href="mailto:srfcplus@microsoft.com">srfcplus@microsoft.com</a> . Registration is subject to validation by Microsoft.
Sales Criteria	Qualifying Device Lease of at least fifty (50) Hub 2S Product to a Customer during the Trebate per M365 / Dynamics seat per Custo Customer.  In the case of a Qualifying Device Purchase,	It must complete a Qualifying Device Purchase or units of Eligible Surface Products or five (5) Surface Term and in the Territory. There is a max of one (1) omer, and max of 10,000 rebates per Azure Commit Participant may combine qualifying sales of Eligible agle 30-day period to meet the initial minimum order
	After the initial minimum order quantity o quantity will apply on future Qualifying Dev	of fifty (50) Surface units is met, no minimum order ice Purchases or Qualifying Device Leases for Eligible ing the applicable deadlines set forth herein.
Rebate Calculation	Rebates will be calculated in accordance with the rates set forth in the Table in Section 2 (Program Summary) above.	Participant must validate that Customer has a valid Claim Code before offering any discounts funded through this Program to Customer by emailing srfcplus@microsoft.com.  PLEASE NOTE:  Participant retains sole discretion to set prices for the Eligible Surface Products, but to receive the rebates described in the table below, Participant must disclose the value of the rebate is disclosed to the Customer, and ensure that the value of the rebate is passed through for the benefit of the Customer at the time of the Customer's Qualifying Device Purchase or Qualifying Device Lease, as applicable. This also means that Participant must ensure that Participant's price to Customer for the Eligible Surface Products may not exceed the Maximum Resale Price. "Maximum Resale Price" means the total estimated retail price for the Eligible

	Surface Products less the value of the applicable rebate	
Thresholds & Requirements	To receive a rebate on an Eligible Surface Product, Participant must complete a Qualifying Device Purchase or Qualifying Device Lease of at least fifty (50) units of Eligible Surface Products or five (5) Surface Hub 2S Product to a Customer in the Territory during the Term.	
	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 fifty (50) Surface units or five (5) Surface Hub 2S Product.	
	After the initial minimum order quantity of fifty (50) 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.	
Rebate Activities/	All rebate claims by Participant under this Program are subject to the following requirements:	
Documentation	<ol> <li>Participant must register for the Program by emailing <u>srfcplus@microsoft.com</u>.     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;</li> </ol>	
	2. After making a Qualifying Device Purchase or Qualifying Device Lease to Customer, Participant must submit a claim including a complete and accurate form with all required reporting and proof of performance information outlined below to Microsoft on the Program Claim Portal (see link on registration portal: <a href="https://aka.ms/FY21surfaceplusoffer/PubSec Appendix B">https://aka.ms/FY21surfaceplusoffer/PubSec Appendix B</a> )) within sixty (60) days of the date of sale or lease. 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.	
	Required Proof of Performance	
	i. All claims must include the following information:	
	1. Full Name of Customer;	
	Customer Invoice Details (pricing information may be omitted; invoice details must include Product SKU P/N)	
	3. Unique Claim Code provided by Customer.	
	4. In addition, in the event of a Qualifying Device Lease, Participant must also submit the applicable form in Appendix B on the Program Claim Portal (see link on registration portal: <a href="https://aka.ms/FY21SurfacePlusOffer/PubSec_Appendix_B">https://aka.ms/FY21SurfacePlusOffer/PubSec_Appendix_B</a> ).	

	Upon validation, Microsoft will issues     Section 2 of these Program Terms a	ne the rebate payment to Participant as outlined in and Conditions.
Pricing Program Eligibility	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.	For customers with a Qualifying Service Purchase between July 1, 2018 – June 30, 2019, the Qualifying Device Purchase or Qualifying Device Lease must be made between July 1, 2020 and September 30, 2020 and all rebate claims for this Program must be submitted before November 30, 2020, and in no event later than sixty (60) days of the qualifying sale of the Eligible Surface Products.  For customers with a Qualifying Service Purchase between July 1, 2019 – June 30, 2021, the Qualifying Device Purchase or Qualifying Device Lease must be made between July 1, 2020 and June 30, 2021 and all rebate claims for this Program must be submitted before August 31, 2021, and in no event later than sixty (60) days of the qualifying sale of the Eligible Surface Products.
Offer Limitations and Additional Terms	products, or End-of-Life Surface produce SKI	eturned or refurbished products, or academic edition UsOffer not valid on prior purchases, not combinable all Business Microsoft Customers Offer, and may not

# Appendix A

# **Eligible Dynamics 365 SKUs**

The following table sets forth the eligible Dynamics SKUs for this Program. These eligible Dynamics 365 SKUs may be aggregated to meet the minimum of 100 licenses required to be eligible for this Program.

Description	SKU	PFAM
Dyn365ForCustmrSrvc ALNG LicSAPk MVL UsrCAL	EMT-00152	Dyn365 For Customer Service
Dyn365ForCustmrSrvc ALNG LicSAPk MVL DvcCAL	EMT-00151	Dyn365 For Customer Service
Dyn365ForOps ALNG SubsVL MVL PerUsr	GRK-00008	Dyn365 For Operations
Dyn365ForSales ALNG LicSAPk MVL UsrCAL	ENJ-00152	Dyn365 For Sales
Dyn365ECstEngPln ShrdSvr ALNG SubsVL MVL PerUsr 1000+Usrs	DFG-00006	Dyn365E Cst Eng Pln
Dyn365ECstEngPln ShrdSvr ALNG SubsVL MVL PerUsr 100-	DFG-00002	Dyn365E Cst Eng Pln
249Usrs		, ,
Dyn365ECstEngPln ShrdSvr ALNG SubsVL MVL PerUsr 1-99Usrs	DFG-00001	Dyn365E Cst Eng Pln
Dyn365ECstEngPln ShrdSvr ALNG SubsVL MVL PerUsr 250-	DFG-00004	Dyn365E Cst Eng Pln
499Usrs		
Dyn365ECstEngPln ShrdSvr ALNG SubsVL MVL PerUsr 500-	DFG-00005	Dyn365E Cst Eng Pln
999Usrs		
Dyn365ECstEngPlnGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PTH-00003	Dyn365E Cst Eng Pln GCC High
1000+Usrs		
Dyn365ECstEngPlnGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PTH-00008	Dyn365E Cst Eng Pln GCC High
100-249Usrs		
Dyn365ECstEngPlnGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr 1-	PTH-00001	Dyn365E Cst Eng Pln GCC High
99Usrs		
Dyn365ECstEngPlnGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PTH-00004	Dyn365E Cst Eng Pln GCC High
250-499Usrs		
Dyn365ECstEngPInGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PTH-00005	Dyn365E Cst Eng Pln GCC High
500-999Usrs		
Dyn365ECstEngPlnGOVCON ShrdSvr ALNG SubsVL MVL PerUsr	NUT-00004	Dyn365E Cst Eng Pln GOVCON
1000+Usrs		
Dyn365ECstEngPlnGOVCON ShrdSvr ALNG SubsVL MVL PerUsr	NUT-00002	Dyn365E Cst Eng Pln GOVCON
100-249Usrs		
Dyn365ECstEngPlnGOVCON ShrdSvr ALNG SubsVL MVL PerUsr 1-	NUT-00009	Dyn365E Cst Eng Pln GOVCON
99Usrs		
Dyn365ECstEngPlnGOVCON ShrdSvr ALNG SubsVL MVL PerUsr	NUT-00003	Dyn365E Cst Eng Pln GOVCON
250-499Usrs		
Dyn365ECstEngPlnGOVCON ShrdSvr ALNG SubsVL MVL PerUsr	NUT-00005	Dyn365E Cst Eng Pln GOVCON
500-999Usrs		
Dyn365EForCustmrSrvc ShrdSvr ALNG SubsVL MVL PerDvc	DDW-00002	Dyn365E For Customer Service
Dyn365EForCustmrSrvc ShrdSvr ALNG SubsVL MVL PerUsr	DDW-00003	Dyn365E For Customer Service
Dyn365EForFieldSrvc ShrdSvr ALNG SubsVL MVL PerDvc	DEH-00002	Dyn365E For Field Service
Dyn365EForFieldSrvc ShrdSvr ALNG SubsVL MVL PerUsr	DEH-00003	Dyn365E For Field Service
Dyn365EforMktg ShrdSvr ALNG SubsVL MVL	KEU-00002	Dyn365E for Mktg
Dyn365EForProjServAuto ShrdSvr ALNG SubsVL MVL PerUsr	DFV-00001	Dyn365E For Proj Serv Auto
Dyn365EFrPrjSvcAutoGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PRW-00002	Dyn365E For Proj Srvc Auto GCC High
Dyn365EFrPrjSrvcAutoGVCN ShrdSvr ALNG SubsVL MVL PerUsr	NVS-00001	Dyn365E For ProjServ Auto GOVCON
Dyn365EforRetail ShrdSvr ALNG SubsVL MVL PerUsr	GZJ-00001	Dyn365E for Retail
Dyn365EForSales ShrdSvr ALNG SubsVL MVL PerUsr	DGP-00003	Dyn365E For Sales
Dyn365EForSales ShrdSvr ALNG SubsVL MVL PerDvc	DGP-00002	Dyn365E For Sales

Dyn365EForSalesGCCHgh ShrdSvr ALNG SubsVL MVL PerDvc	PTM-00003	Dyn365E For Sales GCC High
Dyn365EForSalesGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PTM-00004	Dyn365E For Sales GCC High
Dyn365EForSalesGOVCON ShrdSvr ALNG SubsVL MVL PerDvc	NVY-00001	Dyn365E For Sales GOVCON
Dyn365EForSalesGOVCON ShrdSvr ALNG SubsVL MVL PerUsr	NVY-00002	Dyn365E For Sales GOVCON
Dyn365EforTalent ShrdSvr ALNG SubsVL MVL PerUsr	GZN-00001	Dyn365E for Talent
Dyn365EPlan ShrdSvr ALNG SU MVL Dyn365ECustEnggmntTier1	DFN-00011	Dyn365E Plan
PerUsr		
Dyn365EPlan ShrdSvr ALNG SU MVL Dyn365ECustEnggmntTier2	DFN-00012	Dyn365E Plan
PerUsr		
Dyn365EPlan ShrdSvr ALNG SU MVL Dyn365ECustEnggmntTier3	DFN-00013	Dyn365E Plan
PerUsr		
Dyn365EPlan ShrdSvr ALNG SU MVL Dyn365ECustEnggmntTier4	DFN-00014	Dyn365E Plan
PerUsr		
Dyn365EPlan ShrdSvr ALNG SU MVL Dyn365ECustEnggmntTier5	DFN-00015	Dyn365E Plan
PerUsr		
Dyn365EPlan ShrdSvr ALNG SU MVL Dyn365EUnifiedOpsPlan	DFN-00009	Dyn365E Plan
PerUsr		
Dyn365EPlan ShrdSvr ALNG SubsVL MVL PerUsr	DFN-00002	Dyn365E Plan
Dyn365ERelationshipSales Shrd ALNG SubsVL MVL Ent PerUsr	MPW-00004	Dyn365E Relationship Sales
1000-1499Users		
Dyn365ERelationshipSales Shrd ALNG SubsVL MVL Ent PerUsr	MPW-00010	Dyn365E Relationship Sales
1500-1999Users		
Dyn365ERelationshipSales Shrd ALNG SubsVL MVL Ent PerUsr	MPW-00011	Dyn365E Relationship Sales
2000-2999Users		
Dyn365ERelationshipSales Shrd ALNG SubsVL MVL Ent PerUsr	MPW-00012	Dyn365E Relationship Sales
3000-4999Users		D 0055 D L 11 D L
Dyn365ERelationshipSales ShrdSvr ALNG SubsVL MVL Ent PerUsr	MPW-00002	Dyn365E Relationship Sales
100-249Usrs	NADVA 00001	Dur 2005 Belationship Cales
Dyn365ERelationshipSales ShrdSvr ALNG SubsVL MVL Ent PerUsr 10-99Usrs	MPW-00001	Dyn365E Relationship Sales
	MDW 00003	Dun 26FF Deletionship Sales
Dyn365ERelationshipSales ShrdSvr ALNG SubsVL MVL Ent PerUsr 250-499Usrs	MPW-00003	Dyn365E Relationship Sales
Dyn365ERelationshipSales ShrdSvr ALNG SubsVL MVL Ent PerUsr	MPW-00005	Dyn365E Relationship Sales
5000+	1017 00-00003	Dylisose Relationship sales
Dyn365ERelationshipSales ShrdSvr ALNG SubsVL MVL Ent PerUsr	MPW-00009	Dyn365E Relationship Sales
500-999Usrs	1017 00-00009	Dylisose Relationship sales
Dyn365EUnfOps-dvc ShrdSvr ALNG SubsVL MVL PerDvc	GXU-00001	Dyn365E Unf Ops - Device
Dyn365EUnfOpsPln ShrdSvr ALNG SubsVL MVL PerUsr	DEV-00003	Dyn365E Unf Ops Pln
Dyn365ECstEngPlnFrmSAGOVCON ALNG SubsVL QlfdOffer PerUsr	NUR-00002	Dyn365E Cst Eng Pln FrmSA GOVCON
fromCRMBsc	1011 00002	by 113032 est Eng 1 in 1 misA doveon
Dyn365ECstEngPlnFrmSAGOVCON Shrd ALNG SubsVL MVL	NUR-00001	Dyn365E Cst Eng Pln FrmSA GOVCON
QlfdOffer Usr CRMPro		Symbolic care English Times (Covern
Dyn365ECstEngPlnFrmSA ALNG SubsVL MVL Qlfdoff PerUsr	DFJ-00001	Dyn365E Cst Eng Pln FromSA
frmCRM	2.0 00002	27.10002 000 21.18 1 11.101.101.1
Dyn365ECstEngPlnFromSA ShrdSvr ALNG SubsVL MVL PerUsr	DFJ-00003	Dyn365E Cst Eng Pln FromSA
Dyn365ECsEnPlnFmSAGCCHgh ALNG SubsVL MVL PerUsr	PTG-00001	Dyn365E Cst Eng Pln FromSA GCC High
fromCRMBsc		, 111 31 3 11 3 11 3 1 3
Dyn365ECsEnPlnFmSAGCCHgh ALNG SubsVL MVL QlfdOffer	PTG-00002	Dyn365E Cst Eng Pln FromSA GCC High
		,
PerUsr FROMCRM		

Dyn365EForCustmrSrvcFromSA ShrdSvr ALNG SubsVL MVL	DDY-00002	Dyn365E For Customer Service FromSA
PerDvc		
Dyn365EForCustmrSrvcFromSA ShrdSvr ALNG SubsVL MVL PerUsr	DDY-00003	Dyn365E For Customer Service FromSA
Dyn365ECustSrvcProFromSAGOVCON ShrdSvr ALNG SubsVL MVL	MPH-00001	Dyn365E for CustSrvcProFromSAGOVCON
PerUsr		
Dyn365EForSalesFromSA ShrdSvr ALNG SubsVL MVL PerDvc	DGR-00002	Dyn365E For Sales FromSA
Dyn365EForSalesFromSA ShrdSvr ALNG SubsVL MVL PerUsr	DGR-00003	Dyn365E For Sales FromSA
yn365EFrSalsFrmSAGCCHgh ShrdSvr ALNG SubsVL MVL PerDvc	PTL-00001	Dyn365E For Sales FromSA GCC High
Dyn365EFrSalsFrmSAGCCHgh ShrdSvr ALNG SubsVL MVL PerUsr	PTL-00002	Dyn365E For Sales FromSA GCC High
Dyn365EFrSalesFmSAGOVCON ShrdSvr ALNG SubsVL MVL PerDvc	NVW-00001	Dyn365E For Sales FromSA GOVCON
Dyn365EFrSalesFmSAGOVCON ShrdSvr ALNG SubsVL MVL PerUsr	NVW-00002	Dyn365E For Sales FromSA GOVCON
Dyn365EPlanFrmSA ALNG SubsVL MVL Qlfdoff PerUsr	DFQ-00002	Dyn365E Plan FromSA
frmAX/DPLUser		
Dyn365EPlanFromSA ShrdSvr ALNG SubsVL MVL PerUsr	DFQ-00001	Dyn365E Plan FromSA
frmAX/DPLUser		
Dyn365EUnfOpsDvcFrmSA ShrdSvr ALNG SubsVL QlfdOffer	GZU-00002	Dyn365E Unf Ops - Device FromSA
PerDvc frmAX/DPLDvc		
Dyn365EUnfOps-dvcFromSA ShrdSvr ALNG SubsVL MVL PerDvc	GZU-00001	Dyn365E Unf Ops - Device FromSA
fromAXTaskDvc		
Dyn365EUnfOpsPlnFromSA ALNG SubsVL MVL Qlfdoff PerUsr	DEX-00004	Dyn365E Unf Ops Pln FromSA
frmAX/DPLUser		
Dyn365EUnfOpsPInFromSA ShrdSvr ALNG SubsVL MVL PerUsr	DEX-00001	Dyn365E Unf Ops Pln FromSA
frmAX/DPLUser		

#### **APPENDIX B**

# This form is required upon rebate claim submission.

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

This form is required upon rebate claim submission for **FY21 SURFACE+ OFFER FOR US PUBLIC SECTOR CUSTOMERS**, valid July 1, 2020 through June 30, 2021.

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 Compnay 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 **FY21 SURFACE+ OFFER FOR US PUBLIC SECTOR CUSTOMERS**, valid July 1, 2020 through June 30, 2021.

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?	