

FY26 Microsoft Entra Permissions Management Program Terms and Conditions

July 1, 2025

OVERVIEW

These terms and conditions ("**Terms and Conditions**") contain the requirements to participate in the Microsoft Entra Permissions Management Program ("**Program**"). **By accepting Microsoft's invitation to participate in the Program, participating in the Program, submitting information to Microsoft in connection with the Program, accepting any payments from Microsoft as a result of the Program, or by continuing to participate in the Program after an update to these Terms and Conditions, you agree to and accept these Terms and Conditions.**

If you are entering into these Terms and Conditions on behalf of an entity, you represent that you have the legal authority to agree to these Terms and Conditions on behalf of that entity. You further agree that Microsoft may disclose, under terms of confidentiality, that you are a participant in the Program to Microsoft device and channel partners as well as other Program Partners (as defined in Section C below).

PROGRAM SUMMARY

The Program is an opportunity for Program Partners focused on helping Eligible Customers (as defined in Exhibit A) migrate from the deprecated Microsoft Entra Permissions Management ("**MEPM**") to a Cloud Infrastructure Entitlements Management ("**CIEM**") or Cloud Native Application Platform ("**CNAP**") solution of their choice. The Program runs from June 1, 2025, through June 30, 2026 ("**Program Term**").

PROGRAM TERMS AND CONDITIONS

A. MICROSOFT AGREEMENT

To participate in the Program, a partner must have entered into the Microsoft AI Cloud Partner Program Agreement ("**Microsoft AI Cloud Partner Program Agreement**") with Microsoft which remains in effect for the duration of the Program Term. Partners meeting such requirements shall be deemed to have an "**Active Microsoft AI Cloud Partner Program Membership**." By participating in the Program, partners agree to all rules, terms, and policies contained within the Microsoft AI Cloud Partner Program Agreement.

Pursuant to Section 1(e) of the Microsoft AI Cloud Partner Program Agreement, this Program shall be considered a Microsoft AI Cloud Partner Program, and (unless stated otherwise herein) shall be governed by the Program Partner's Microsoft AI Cloud Partner Program Agreement. Except as otherwise set forth in these Terms and Conditions, terms

defined in the Microsoft AI Cloud Partner Program Agreement will have the same meanings when used in these Terms and Conditions.

For the purposes of this Program and any related notices, "**Microsoft**" means, and the Microsoft contracting entity is:

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

B. PARTNER ELIGIBILITY

To be eligible for consideration for the Program, partners must have an Active Microsoft AI Cloud Partner Program Membership and meet the following FY25 requirements:

1. be invited to join the program,
2. establish and maintain an active Microsoft Partner Network ("**MPN**") ID and Partner Center Account, and
3. agree to complete Payment Central onboarding and profile setup.

("**Eligibility Requirements**"). A partner with an Active Microsoft AI Cloud Partner Program Membership who meets the Eligibility Requirements is an "**Eligible Partner**."

C. PROGRAM ENROLLMENT

Participation in the Program is by invitation only. "**Program Partner**" means those Eligible Partners who have accepted Microsoft's invitation to participate in the Program. An invitation to join the Program is at Microsoft's sole discretion, taking into consideration Eligible Partner's level of performance against the Eligibility Requirements, Eligible Partner location, Eligible Partner expertise, and the Program's limited capacity of 35 Program Partners.

D. PROGRAM PERFORMANCE REQUIREMENTS

a. Program Partner Responsibilities

Program Partners are required to identify and engage with Eligible Customers and complete necessary operational requirements to assist in the migration acceleration to a CIEM or CNAP of the customer's choice by:

1. agreeing to complete Payment Central onboarding and profile setup

b. Program Non-Compliance

Non-compliance with Program Partner Requirements may lead to removal from the Program. Negative feedback to Microsoft regarding Program Partner performance from

customers, the Microsoft field, or Microsoft subject matter experts (“**SMEs**”), may lead to the removal of a Program Partner from the Program.

E. PROGRAM INCENTIVES

Program incentives and incentive requirements are set forth in **Exhibit B** and are available to Program Partners in compliance with the Program Partner Requirements listed above. Incentives and incentive requirements may be updated from time to time during the Program Term.

F. PROGRAM PARTNER PARTICIPATION

- a. **Costs.** Participation in this Program and any incentive opportunity shall be at Program Partner’s cost. Program Partner acknowledges and accepts that the payments associated with this Program may or may not cover the full cost of achieving payment milestones or engaging in any incentive, and that Microsoft shall in no way be liable for the difference between the payments received and the Program Partner’s costs.
- b. **Taxes.** Neither party is liable for any taxes the other is legally obligated to pay relating to any transactions contemplated under these Terms and Conditions.
- c. **No obligation.** Program Partner acknowledges that it is under no obligation to participate in this Program and that participation in the Program is voluntary.

G. RELATIONSHIP MANAGEMENT AND COOPERATION

- a. **Required contacts.** Program Partners are required to provide and maintain a minimum of two (2) contacts for Program communications. Microsoft will communicate Program changes via email to the Primary Contact and Accounting Contact (as defined below) designated by the Program Partner. “**Primary Contact**” means the person responsible for day-to-day Program participation and success. “**Accounting Contact**” means the person responsible for tracking and managing payments accruing from Program participation. One individual may act as both the Primary Contact and the Accounting Contact.
- b. **Cooperation.** Each party will share appropriate information and make commercially reasonable efforts to help the other party meet its performance requirements under this Program.

H. PROGRAM COMMUNICATIONS

- a. Microsoft will send Program communications via email, including automated email distribution systems, and the Partner Community Portal. These communications will include commercial information concerning the

Program and associated services and technologies. This commercial information may consist of Program participation requirements, Eligibility Requirements, product roadmap and feature updates, best practices and guidelines, and training opportunities related to the Program software and devices.

- b. Microsoft will distribute via automated email distribution systems, no more than four (4) times per year, Partner satisfaction survey invitations to the designated contacts for Program communications. The purpose of this survey is to gauge Program Partner satisfaction with various elements of the Program and solicit Program Partner feedback to improve the Program. Participation in such surveys is voluntary but encouraged.
- c. Microsoft may provide Program Partners with an opportunity, no more than four (4) times a year, to share input and feedback directly during small group discussions.
- d. Microsoft will distribute event satisfaction surveys to all participants of a Partner Program hosted or sponsored training event. Surveys will be distributed, via email, in person during the event session, or via Viva Engage. Participation in such surveys is voluntary but encouraged.

I. LIMITATION OF LIABILITY

Without prejudice to any terms of the Microsoft Partner Network (“**MPN**”) Agreement, Microsoft’s maximum aggregate liability to Program Partner for any loss or damage with respect to the Program, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the aggregate amount paid by Microsoft to the Program Partner with respect to the Program at the time the loss or damage arose. This Section I shall survive the termination and expiry of this Program.

J. TERMINATION, EXPIRY AND CHANGES TO PROGRAM

- a. **Program Term.** This Program and these Terms and Conditions will automatically expire at the end of the Program Term on **June 30, 2026**. All accrued rights and liabilities of either party and any other provisions stated to survive expiry or termination of these Terms and Conditions and all other provisions of these Terms and Conditions that, in order to give effect to their meaning need to survive their termination, shall remain in full force and effect after termination or expiration.
- b. **Program Partner’s Termination Rights.** Program Partners may end their participation in the Program at any time by providing notice through entering a ticket in the Partner Support Tool at <https://aka.ms/PXPartnerSupport>. In such event, Microsoft shall pay Program Partners any incentive payments due in accordance with the applicable terms set forth for such incentive in **Exhibit B** but shall not be

required to make any further payments hereunder. Program Partner will work with Microsoft in good faith to ensure the successful offboarding of any customers that Program Partner is working with at that time.

- c. **Updates; Termination.** Microsoft may update, change, or remove any portion of the Program in accordance with Microsoft AI Cloud Partner Program Agreement and shall have no liability to a Program Partner under these Terms and Conditions in the event that any such update, change, or removal impacts a Program Partner's ability to qualify for, or continue to earn, payment for Program activities.
- d. **Microsoft Payment Obligations.** In the event Microsoft terminates Program Partner participation in the Program, Microsoft shall pay any incentive payments due which accrued prior to the date of notice of termination in accordance with the applicable terms set forth for such incentive in **Exhibit B** but shall not be required to make any further payments hereunder.

K. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- a. **Your privacy is important to us.** Please read the [Microsoft Privacy Statement](#) (the "**Privacy Statement**") as it describes the types of data we collect from you and your devices, how we use that data, and the legal bases we have to process that data. The Privacy Statement also describes how Microsoft uses the submissions, comments, ratings or reviews of the services, communications, files, photos, documents, audio, digital works, livestreams, videos and any other content that you upload, store, broadcast or share through the services, (collectively, "**Your Content**"). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms and Conditions, you consent to Microsoft's collection, use and disclosure of Your Content and data as described in the Privacy Statement. In some cases, we will provide separate notice and request your consent as referenced in the Privacy Statement.
- b. **Public user information and Your Content.** The user information you provide (including your username, display name, avatar image, biography, your job title and organization, and your user achievements) may be viewed by others. You are only required to provide a username and display name to create and use your tech profile. All other user information fields are optional. You may update your username and display name at any time. Microsoft may also collect and publicly display the date that you registered your tech profile and your affiliation with Microsoft.
- c. **Any Content you post publicly may be viewed by others.** You may be able to delete certain types of Your Content after they have been posted,

but not all types of Your Content can be deleted after they have been posted publicly.

L. MISCELLANEOUS

- a. Program Partner will comply with applicable laws, regulations and Microsoft policies, including Microsoft's Anti-Corruption Policy available at <https://www.microsoft.com/enus/legal/compliance/anticorruption>.
- b. Program Partner will not engage in any unfair or deceptive advertising, trade practices or activities. Program Partner represents and warrants that its entry into and performance under this Program, including receipt and retention (if applicable) of any consideration, does not and will not conflict with the terms of any agreement between Program Partner or any third party (including any Program Partner customer), or violate any duty owed by Program Partner or to any third party (including any Program Partner customer).
- c. Each party will be solely responsible for selling and contracting its own offerings directly with its customers. Nothing in these Terms and Conditions obligates either party to sell, license, or contract with any third party, and either party may refuse to engage, or withdraw from discussions or negotiations, with any third party at any time for any reason or no reason.

Microsoft Entra Permissions Migration Program

Program Guide

Exhibit A - Program Definitions

DEFINITIONS

- a. **"Eligible Customers"**, means Microsoft nominated Small, Medium, and Commercial (SMC) Corporate customers, with a minimum of 100 Paid Available Units of Microsoft Entra Permissions Management workload.
- b. **"Eligible Licenses"**, means meeting the minimum requirements for user adoption growth.
- c. **"Determination"**, means Microsoft's determination as to whether a Partner Program claim is eligible for incentives.
- d. **"Monthly Active Users" or "MAU"**, means the measure, determined from Microsoft system telemetry, of users taking intentional action using an eligible license.
- e. **"Proof of Execution" or "POE"**, means verifiable evidence that Program Partner has completed the required activity to achieve a payment milestone. POE is based on Eligible Customer signed Program Partner submitted documentation.
- f. **"Qualifying Workloads."**, means Microsoft Entra Permissions Management workload.
- g. **"Paid Available Units" or "PAU"**, means the measure of paid licenses assigned to a tenant. Paid license means there is revenue associated with the license per Microsoft internal systems.
- h. **"Program Sponsor"** means the applicable Microsoft employee(s) responsible for overseeing the program.

FY25 Microsoft Entra Permissions Management Program Program Guide

Exhibit B – Program Opportunities

I. PROGRAM OPPORTUNITIES

This section describes the Program migration incentives.

a. Eligible Customer Registration and Workload Claiming

- i. Only Program Sponsors can submit customers to be considered to participate in the program.
- ii. To earn incentives, Program Partners must submit, and have approved, a claim for each Eligible Customer that they wish to have evaluated for incentive earnings. Submissions must be made according to the process outlined in **Section III Incentive Eligibility Milestones** below.
- iii. Upon submission of the request, Microsoft will make a Determination on the claim.

b. General Incentive Eligibility

- i. Only Program Partners with approved claims for Eligible Customers are eligible to earn incentives.
- ii. Program Partners will not be eligible for incentives for work performed prior to Program association or initial Voucher Redemption submission date.
- iii. Program Partners are not eligible to register or receive incentives for work performed in their own corporate tenants.
- iv. A Voucher Redemption will only qualify once for each Eligible Customer.
- v. Incentive payment eligibility is dependent on the rules in effect at the time the incentive is achieved. The Program Partner shall not be eligible for payment for work that does not qualify for incentives under the eligibility rules in effect at the time the work was performed.
- vi. In order for a Program Partner to receive payment after achieving an incentive, they must have completed set up of their Microsoft Payment Central profile.
- vii. Program Partners shall not condition incentive program engagement and activities on receipt of additional work or agreements from customers. The Program Partner agrees that incentive program work will proceed regardless of whether the customer decides to engage in additional work or managed services agreements.

II. FY25 MICROSOFT ENTRA PERMISSIONS MANAGEMENT MIGRATION VOUCHER PROGRAM

Under this Program, Microsoft provides vouchers to customers to assist in migrating from Microsoft Entra Permissions Management (“**MEPM**”) to a Cloud Infrastructure Entitlements Management (“**CIEM**”) or Cloud Native Application Platform (“**CNAP**”) system of their choice.

a. **Eligible Customer Claiming.**

- i. The Program Sponsors will nominate Eligible Customers to receive a Microsoft Entra Permissions Migration Voucher (“**Voucher**”) to help accelerate migration from an MEPM to a CIEM or CNAP system of their choice. The Vouchers are to be redeemed through a Program Partner.

b. **Eligible Customers.** Eligible Customers that can be nominated for this Microsoft Entra Permissions Migration Voucher Program (“**Voucher Program**”) are listed below:

- i. Small, Medium, and Commercial (SMC) Corporate customers, SMC Corporate Nonprofit (TSI), Small and Medium Businesses (SMB) selected opportunities, and SMC Government customers, with a minimum purchase of 100 licenses of MEPM.

c. **Ineligible Customers.** The following customers are not eligible for this Voucher Program:

- i. US Federal

III. INCENTIVE ELIGIBILITY MILESTONES

Request for Incentive Eligibility. Program Partners may earn incentives based on achieving the following milestone(s) as required through the submission and approval of:

- Voucher Redemption,
- Statement of Work (SOW), and
- Proof of Execution (POE).

To be considered for incentive eligibility, Program Partners must complete the following steps, in order:

- a. **Step One.** The Program Partner must download the Program Statement of Work (SOW) template, complete the template, obtain the approved Eligible Customer’s signature, sign the SOW, upload the signed SOW, and submit a

- Voucher Redemption request to Microsoft prior to the expiration date identified on the Voucher.
- b. **Step Two.** Following the completion of the steps in **Section III(a)** above, and Microsoft's approval of the SOW, the Program Partner must download the Program Proof of Execution (POE) template, complete the template, obtain the Eligible Customer's signature, sign the POE, upload the POE, and submit the final Voucher Redemption request to Microsoft prior to the expiration date identified on the Voucher.
 - i. **NOTE** SOW must be signed by the Eligible Customer, submitted and approved before POE is signed by the Eligible Customer and submitted for approval. SOW and POE may not have the same Eligible Customer approval date.
 - c. **Deadline.** All incentive eligibility requests must be submitted by **June 30, 2026**. This means that an Eligible Customer signed SOW must be submitted and approved, and an Eligible Customer signed POE must be submitted by June 30, 2026.
 - d. **Approval.** Microsoft will evaluate the request for eligibility. If approved, the Program Partner will receive approval notification then payment according to the payment terms below.

IV. DETERMINATION & PAY OUT– COMMERCIAL ELIGIBLE CUSTOMER VOUCHER

- a. **Qualifying Program Partner.** Only Program Partners are eligible to redeem incentives, and all work must be performed by the Program Partner signing the SOW and POE.
- b. **Submissions.** All Vouchers require separate SOW and POE and redemption submissions. SOWs and POEs may not have the same Eligible Customer's approval date.
- c. **SOW Determination.** Microsoft will make a Determination on the Program Partner's submission of the Voucher Redemption and the signed Statement of Work (SOW). If approved by Microsoft, the Program Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com and Microsoft will make payment to Program Partner for 50% of the incentive value, and according to **Section VI Payment Terms**.
- d. **POE Determination.** Microsoft will make a Determination on the final Voucher Redemption and Proof of Execution (POE) for completeness. If approved by Microsoft, the Program Partner will receive an approval notification from FTSpIncentiveClaims@Microsoft.com and Microsoft will make final payment to Program Partner for 50% of incentive value, and according to **Section VI Payment Terms**.

- i. **NOTE** In the event that SOW is signed by the Eligible Customer and accepted but no Eligible Customer signed POE is received by the expiration date identified on the Voucher, Program Partner will only receive the 50% payment for the approved SOW.
- e. **Limitations.** There is a limit of one Voucher per Eligible Customer Tenant Parent Identification ("TPID") within these Program terms. Vouchers may not be redeemed by or transferred to another Eligible Customer TPID.
- f. Program Partners may review the Payment and Dispute Guidance for additional information regarding payments and disputes.

V. DETERMINATION & PAY OUT – PUBLIC SECTOR ELIGIBLE CUSTOMER VOUCHER

- a. **Qualifying Program Partner.** Only Program Partners are eligible to redeem incentives, and all work must be performed by the Program Partner signing the SOW and POE.
- b. **Submissions.** All Vouchers require separate SOW and POE and redemption submissions. SOWs and POEs may not have the same Eligible Customer's approval date.
- c. **SOW Determination.** Microsoft will make a Determination on the Program Partner's submission of the Voucher Redemption and the signed Statement of Work (SOW). If approved by Microsoft, the Program Partner will receive approval notification from FTSplIncentiveClaims@Microsoft.com.
- d. **POE Determination.** Microsoft will make a Determination on the final Voucher Redemption and Proof of Execution (POE) for completeness. If approved by Microsoft, the Program Partner will receive an approval notification from FTSplIncentiveClaims@Microsoft.com and Microsoft will make payment to Program Partner for 100% of incentive value, and according to **Section VI Payment Terms**.
- e. **Limitations.** There is a limit of one Voucher per Eligible Customer Tenant Parent Identification ("TPID") within these Program terms. Vouchers may not be redeemed by or transferred to another Eligible Customer TPID.
- f. Program Partners may review the Payment and Dispute Guidance for additional information regarding payments and disputes.

VI. PAYMENT TERMS

- a. **Payment.**
 - i. **Incentive amount.** All Eligible Customer incentives are tiered and determined based on the license count of the purchased Microsoft Entra

Permissions Management workload ("**Qualifying Workload**"), and according to **Section VIII Program Rate Card** below.

- ii. **Payment Central.** Payments will be processed via Payment Central and released to the Program Partner in accordance with Payment Central standard processes. Partner must have completed Payment Central onboarding to be able to receive payments.
 - i. **NOTE** Changes to Partner Program's Payment Central profile description or contact information may result in failed payments. If Payment Central profile is modified Program Partner should submit a Payment Support ticket at <https://aka.ms/PXPartnerSupport> to notify the Payment Operations Team of the changes.
 - iii. **Timing.** Payment will be paid upon approval of the required documents listed under **Section III Incentive Eligibility Milestones** of this Exhibit B, 45 days in arrears of achieving the milestone.
 - iv. **Currency.** Payments will be made in local currency. The rate of conversion for USD to transaction currency will be based on Microsoft's budgeted exchange rate for the current fiscal year.
 - v. **Taxes.** Per **Section F (Program Partner Participation)** of these Terms and Conditions, Program Partners are responsible for any related taxes. The Program will only pay up to the stated incentive amount, all payments are inclusive of any tax obligations.
 - vi. **Failed Payments.** Failed incentive payments will be held for 180 days. After 180 days, Program Partners will forfeit their incentive earnings if the required bank documentation, tax documentation or other item blocking Payment Central payment has not been resolved.
- b. **Engagement Cancellation**
- i. **Cancellation by Program Partner.** If the Program Partner cancels a Voucher or stops engagement with an Eligible Customer on a redeemed Voucher, any payment that has been made by Microsoft to Program Partner will not be considered earned. Microsoft will recover such unearned overpayment from Program Partner's redemption of other Vouchers by reducing future payments by the overpayment. If the amount of the unearned overpayment exceeds the value of Program Partner's redemption of other Vouchers, then an invoice for the overpayment difference will be sent to the Program Partner and Program Partner will pay such invoice.
 - ii. **Cancellation by Commercial Customer.** If a Commercial Eligible Customer cancels the engagement with the Program Partner after a SOW has been signed, the Program Partner will only be eligible for the initial 50% incentive payment. Microsoft will review eligibility for the

remaining 50% incentive payment and will make a Determination, in its sole discretion as to whether Program Partner is eligible for any portion of the remaining incentive payment.

- iii. **Cancellation by Public Sector Customer.** If a Public Sector Eligible Customer cancels the engagement with the Program Partner after a SOW has been signed, Microsoft will review eligibility for incentive payment and will make a Determination, in its sole discretion as to whether Program Partner is eligible for any portion of the incentive payment.

c. **Incentive Statements**

- i. Incentive earning statements are published to the Partner Statements section of the Partner Community Portal. These are available to the Primary Contact, Accounting Manager, and individual that maintains a 'Program Admin' or 'Statement Admin' portal role.
- ii. Payment associated with these statements will be initiated within 5 business days of the earning statement being published.
- iii. Any payments provided under this Program are independent of any other payments due under any other Microsoft payment program.
- iv. The Program is unable to provide Act of Acceptance (AoA) documents. Program Partners doing business in countries requiring AoA documents will need to identify an alternative solution for collecting Program earnings.

VII. ADJUSTMENT TO PAYMENTS

- a. A Program Partner must report any errors, issues, disputes, or missing payments regarding the calculation of incentive payments to Microsoft via <https://aka.ms/PXPartnerSupport> (using the Add a Payment Dispute button) within 90 days of statement date from Microsoft. If Microsoft has not received written notice from the Program Partner within the 90-day period, Program Partner will be deemed to have accepted the calculation and payment.
- b. Program Partners removed from Program are not eligible to dispute the final payment statement. The last payment will be considered final, and no correspondence will be entered into.
- c. Microsoft reserves the right at any time to adjust payments to the Program Partner if Microsoft identifies any discrepancy, error, or omission.

- d. Microsoft offers payments under this Program in its sole discretion. In the event of any dispute arising from or in relation to this Program and/or a payment, the decision of Microsoft is final and binding.
- e. If Program Partner fails to meet the requirements and milestones for an incentive program after receiving payment, Microsoft may:
 - i. withhold incentive earnings from subsequent payments (or any successor agreement), and
 - ii. if the Program Partner does not achieve the requirements for deployments anticipated and therefore receives funds in excess of actual earnings, then Microsoft reserves the right to recover the unearned portion of the payment.

VIII. PROGRAM RATE CARD

- a. **Microsoft Entra Permissions Management Program Payment.** Maximum incentive payout per Eligible Customer is \$100,000.

Voucher Tier based on license count	Voucher Value	Workloads
100-1,000	\$30,000	Microsoft Entra Permissions Management
1,001-10,000	\$50,000	Microsoft Entra Permissions Management
10,001+	\$100,000	Microsoft Entra Permissions Management