FY25 Azure Local AMD Boost Program

Terms and Conditions

February 20, 2025

OVERVIEW

These terms and conditions ("**Terms and Conditions**") contain the requirements to participate in the Azure Local Boost AMD Program ("**Program**"). By accepting Microsoft's invitation to participate in the Program, or by continuing to participate in the Program after an update to these Terms and Conditions, you agree to 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 your entity's behalf. 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 (defined below).

Program Summary

The Program is an opportunity for Program Partners focused on helping Eligible Customers (as defined in **Exhibit A**) to onboard and consume Azure Local, Azure workloads and AMD technology to accelerate migrations. The Program runs from February 20, 2025, through June 30, 2025 ("**Program Term**").

Microsoft will provide various resources to support program partners as they assist eligible customers with onboarding to, and the consumption of, Azure Local, Azure workloads and AMD technology.

By 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.

PROGRAM TERMS AND CONDITIONS

A. MICROSOFT AGREEMENT

To participate in the Program, a partner must have entered into the Microsoft Al Cloud Partner Program Agreement ("Microsoft Al Cloud Partner Program Agreement") with Microsoft and such Microsoft Al Cloud Partner Program Agreement must remain in force for the duration of the Program Term; partners meeting such requirements shall be deemed to have an "Active Microsoft Al Cloud Partner Program Membership." Partner agrees to all rules, terms, and policies contained within the Microsoft Al Cloud Partner Program Agreement.

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

Defined terms used but not defined in these Terms and Conditions will have the meaning ascribed to them in the Microsoft Al Cloud Partner Program Agreement.

B. PARTNER ELIGIBILITY

To be eligible for consideration for the Program, partners must have an Active Microsoft Al Cloud Partner Program Membership and meet the requirements listed below ("**Eligibility Requirements**").

Program Partner Eligibility Requirements:

- 1. Be a partner eligible to deliver End Customer Investment Fund ("ECIF") Projects ("ECIF Supplier").
- 2. Be nominated and invited by Microsoft to participate.
 - a. Program Partners are selected by the Azure Program Team, including resellers, systems integrators ("SIs"), and original equipment manufacturers ("OEMs"). This Program is a pilot and Program Partner nominations are based off being equipped to assess customer needs to replace legacy technology with Azure Local workloads powered by AMD Technology.
- 3. Provides coverage in their regional area.
- 4. Establishes and maintains an active Microsoft Partner Network ("MPN") ID and Partner Center Account.
- 5. Agree to complete Payment Central onboarding and profile setup.

C. PROGRAM ENROLLMENT

Eligible Partners will be invited by Microsoft to join the Program. Such an invitation will be 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 45 Program Partners.

D. PROGRAM PERFORMANCE REQUIREMENTS

Program Partner Responsibilities

Program Partners are responsible for completing necessary operational requirements and engaging with Eligible Customers to perform an Assessment Workshop and/or assist in the migration acceleration for Azure Local, Azure workloads with AMD nodes by:

- 1. Submitting voucher redemptions through the QTM Voucher Redemption tool.
- 2. Ensuring the Eligible Customer has legacy systems such as Windows Server 2012, SQL Server 2012, Nutanix or VMware migrations that qualify for Azure Local, Azure workloads Migration Accelerator with AMD technology.
- 3. Completing Payment Central onboarding and profile setup.
- 4. Completing the Assessment Workshop, including:
 - a Using AMD Workshop Customer Presentation Deck when completing the Assessment Workshop
 - b Submitting Eligible Customer-signed SOW with planned completion date for Assessment Workshop



c Uploading AMD Workshop Presentation deck by or before POE submission.

Program Non-Compliance

Non-compliance with any of the Program Partner Responsibilities may lead to removal from the Program.

If negative feedback regarding Program Partner performance is received by Microsoft from customers, the Microsoft field, or Microsoft subject matter experts ("**SMEs**"), Program Partner may be removed from the Program.

E. PROGRAM BENEFITS

Program benefits are set forth in <u>Exhibit B</u> and are available to Program Partners in compliance with the Program performance requirements listed above. Benefits and benefit requirements may be updated from time to time during the Program Term.

F. PROGRAM PARTNER PARTICIPATION

- Costs. Participation in this Program and any benefit 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 particular benefit and
 that Microsoft shall in no way be liable for the difference between the payments received and the
 Program Partner's costs.
- 2. **Taxes**. Neither party is liable for any taxes the other is legally obligated to pay and which relate to any transactions contemplated under these Terms and Conditions.
- 3. **No obligation**. Program Partner acknowledges that it is under no obligation to participate in this Program or any specific benefit and does so at its own volition.

G. RELATIONSHIP MANAGEMENT AND COOPERATION

- 1. **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. The same individual may be the contact for both roles.
- 2. **Cooperation**. Each party will share appropriate information and make commercially reasonable efforts to help the other party meet its performance obligations under this Program.

H. PROGRAM COMMUNICATIONS

1. 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.
- 2. Microsoft will distribute via automated email distribution systems, no more than four (4) times per year, Partner satisfaction survey invitations to contacts associated with Program Partners. The purpose of this survey is to gauge partner satisfaction with various elements of the Program and solicit partner feedback to improve the Program. Participation in such surveys is voluntary but encouraged.
- 3. 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.
- 4. Microsoft will distribute, via email, in event session or Yammer, event satisfaction surveys to all participants in the Partner Program hosted or sponsored training events whether conducted in person or on-line. Participation in such surveys is voluntary but encouraged.

I. LIMITATION OF LIABILITY

1. 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 in respect of 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 in respect of the Program at the time the loss or damage arose. This **Section I** shall survive termination and expiry of this Program.

J. TERMINATION, EXPIRY AND CHANGES TO PROGRAM

- 1. **Program Term.** This Program and these Terms and Conditions will automatically expire at the end of the Program Term on June 30, 2025. 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.
- 2. **Program Partner's Termination Rights.** Program Partners may end their participation in the Program at any time by providing notice via entering a ticket in the Partner Support Tool at https://aka.ms/PXPartnerSupport. In such event, Microsoft shall pay such Program Partner any benefit payments due in accordance with the applicable terms set forth for such benefit 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.
- 3. **Updates; Termination.** Microsoft may update, change, or remove any portion of the Program in accordance with Microsoft Al Cloud Partner Program Agreement and shall have no liability to a Program Partner under these Terms and Conditions in the event that any such withdrawal or change means that a Program Partner is no longer able to qualify for, or continue to earn, payment for Program activities.
- 4. **Microsoft Payment Obligations.** In the event Microsoft terminates Program Partner participation in the Program, Microsoft shall pay any benefit payments due which accrued prior to the date of notice of termination in accordance with the applicable terms set forth for such benefit in **Exhibit B** but shall not be required to make any further payments hereunder.



K. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 1. 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.
- 2. **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 in order to use the tech profile. All other 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 with tech profile and your affiliation with Microsoft.
- 3. **Any Content you post publicly may also 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

- 1. 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.
- 2. 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).
- 3. 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.



FY25 Azure Local Boost AMD Program

Program Guide

Exhibit A - Program Definitions

DEFINITIONS

- a. "Eligible Customers." Small, Medium Business ("SMB"), Small, Medium and Commercial ("SMC") Corporate, Majors and Strategic Accounts customers for selected opportunities, and with approved Azure Local, Azure workloads with AMD technology.
- b. "Determination." At the time the Program Partner submits a claim, Microsoft will determine if the claim is eligible.
- c. "Proof of Completion." Refers to the requirements needed to receive the \$3,000 payment for the Assessment Workshop. Program Partner must:
 - Use AMD Workshop Customer Presentation Deck when completing the Assessment Workshop;
 - Submit Eligible Customer-signed SOW with planned completion date for Assessment Workshop; and
 - Upload AMD Workshop Presentation deck by or before POE is submitted.
- d. "Proof of Execution" or "POE." 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 and Microsoft verified telemetry provided monthly to validate azure node activations.
- e. "Qualifying Workloads." Includes Azure Local Boost workloads with AMD Technology.
- f. "Nodes" Each server is referred to as a node and those nodes would contain Azure Local workload plus AMD technology.



FY25 Azure Local Boost AMD Program Program Guide

Exhibit B – Program Opportunities

1) PROGRAM OPPORTUNITIES

1) Azure Local Boost Partner Program

This section is devoted to the Azure Local Boost Partner Program.

A. Eligible Customer Registration and Workload Claiming.

To be eligible to earn credit, Program Partners must submit, and have approved, a claim for each Eligible Customer that they wish to have evaluated.

- i) Submission must be made via the QTM Voucher Redemption registration process.
- ii) Upon submission of the request Microsoft will evaluate the claim or registration request and either approve or deny it.

B. Payment Eligibility.

- i) Only approved Program Partners with approved registration requests are eligible to earn payment ("**Azure Local Boost Partner**").
- ii) Azure Local Boost Partner will not receive payment for work provided prior to association or voucher redemption submission date.
- iii) Azure Local Boost Partners are not eligible to register or receive payment achieved in their own corporate tenants.
- iv) A qualifying voucher redemption will only qualify once for each Eligible Customer.
- v) Payment eligibility is dependent on the rules in effect at the time the credit is achieved. The Azure Local Boost Partner is not eligible for payment for credit achieved under different eligibility rules.
- vi) Once a Program Partner is eligible, has joined the Program and has achieved a credit, in order to receive the payment, the Program partner must have completed their Payment Central profile setup.
- vii) To be eligible for payment, Program Partner must also have completed the Proof of Completion for the Assessment Workshop.
 - Microsoft will complete the \$3,000 payment to Azure Local Boost Partner after Azure Local Boost Partner submits its Proof of Completion.
- C. **Azure Local Boost Voucher (FY25).** Under the Program, Microsoft provides vouchers to Eligible Customers to help accelerate the migration of legacy systems to Azure Local powered by AMD technology. The Azure Local Boost voucher includes:
 - i) Assessment Workshop (\$3,000 initial payment to Azure Local Boost Partner after it completes the Proof of Completion)



• Migration Accelerator (final 100% remaining value after POE submitted/approved with telemetry verification of node size achieved.)

2) Eligible Customer Claiming.

i) **Eligible Customers.** The Azure Local Boost Partner will nominate Eligible Customers then Azure Program team will validate and accept or decline the Eligible Customer to receive an Azure Local Boost voucher for the completion of the Assessment Workshop and/or the Migration Accelerator of Azure Local workloads powered by AMD technology. The services credit(s) are to be redeemed through the selected Azure Local Boost Partner.

The Eligible Customers that can be nominated for this Azure Local Boost AMD program are listed below:

- a) SMB, and SMC Corporate, Strategic and Major Accounts customers
- b) Microsoft and AMD approved customers
- c) Public Sector and Non-Profit customers are *ineligible* for this Program

3) Milestone Eligibility – Commercial Eligible Customers.

- i) The Azure Local Boost Partner will download the Azure Local Boost AMD Program <u>Statement of Work (SOW)</u> template, complete the template, obtain the Eligible Customer's signature, submit a <u>Voucher Redemption</u>, and upload the Eligible Customer signed SOW (request for initial \$3,000 payment for Assessment Workshop must be submitted with <u>Proof of Completion</u> before the POE and prior to the expiration date identified on the voucher.)
 - a) **NOTE** all vouchers require separate SOW and POE redemption submissions.
 - b) **NOTE** The Assessment Workshop can be completed with the <u>Proof of Completion</u> as a standalone activity with the Eligible Customer. The Migration Accelerator is not required to receive payment for the Assessment Workshop Proof of Completion.
 - c) NOTE unless Eligible Customer signed SOW is submitted and accepted and POE is signed by the Eligible Customer, submitted by the expiration date identified on the voucher and subsequently approved, the Azure Local Boost Partner will only receive payment for the approved SOW if the Azure Local Boost Partner completed the Assessment Workshop with Proof of Completion.
 - 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.
- ii) The Azure Local Boost Partner will download the Azure Local Boost AMD program <u>Proof of Execution (POE)</u> template, complete the template and obtain the Eligible Customer's signature and submit the final <u>Voucher Redemption</u> request of 100% of the remaining voucher value, prior to the expiration date identified on the voucher (after telemetry data validation).
 - a) **NOTE** all vouchers require separate SOW and POE and redemption submissions.
 - b) **NOTE** unless Eligible Customer signed SOW is submitted and approved and Eligible Customer signed POE is submitted by the expiration date identified on the voucher and subsequently approved, the Azure Local Boost Partner will only receive payment



for the approved SOW if the partner completed the Assessment Workshop with <u>Proof of Completion</u>.

- 2. **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.
- iii) Microsoft will evaluate the request for eligibility. If approved, the Azure Local Boost Partner will receive approval notification and then the funds according to the payment terms below.

4) Determination – Eligible Customers.

- i) Microsoft will evaluate the <u>Voucher Redemption</u> and the signed <u>Statement of Work (SOW)</u> for completeness. If approved by Microsoft, the Azure Local Boost Partner will receive approval notification from <u>FTSpIncentiveClaims@Microsoft.com</u>.
- ii) <u>Proof of Completion</u>: Assessment Workshop Microsoft will validate the AMD Workshop Customer Presentation delivered.
- iii) Microsoft will evaluate the final <u>Voucher Redemption</u> and <u>Proof of Execution (POE)</u> for completeness. If approved by Microsoft, the Azure Local Boost Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- iv) SOW and POE may not have the same Eligible Customer approval date.
- v) If approved by Microsoft, the final payment to the Azure Local Boost Partner will be made.
- vi) These Terms and Conditions apply. Review the <u>Payment and Dispute guidance</u> if you have any questions.
- vii) Voucher redemption value is based on the value of the qualifying Azure Local AMD Node numbers migrated and corresponding voucher value.
- viii) Only Azure Local Boost Partners are eligible to redeem vouchers, and all work must be performed by the Azure Local Boost Partner signing the SOW and POE.

5) Payment Milestone

Azure Local Boost Partners may earn credits based on achieving the following milestone(s) as measured through submission of:

- <u>Statement of Work (SOW)</u> without Assessment Workshop = \$0 initial payment
- <u>Statement of Work (SOW)</u> with Assessment Workshop + <u>Proof of Completion</u> = \$3,000 initial payment
- Proof of Execution (POE) = 100% of Final Migration Accelerator Value
- Voucher Redemption = \$3,000 payment

6) Deadline

- i) Deployment services credit must be used by the expiration date identified on the voucher. For example, if the voucher expiration date is June 30, 2025, the voucher Eligible Customer signed SOW must be submitted and approved BEFORE this date, and Eligible Customer signed POE must be submitted by June 30, 2025.
- ii) All vouchers require separate SOW and POE redemption submissions.



- iii) In the event that no Eligible Customer signed POE is received by the expiration date identified on the voucher, for a Eligible Customer, Azure Local Boost Partner will only receive Initial payment of \$3,000 for completion if the Assessment Workshop with Proof of Completion with approved SOW.
- iv) SOW and POE may not have the same Eligible Customer approval date.
- v) Only Azure Local Boost Partners are eligible to redeem vouchers, and all work must be performed by the Azure Local Boost Partner signing the SOW and POE.
- vi) The Azure Local Boost voucher cannot be combined with another offer.
- vii) Limit of one Azure Local Boost voucher per Eligible Customer Tenant Parent Identification ("TPID"), which may not be redeemed by or transferred to another Eligible Customer TPID.

7) Payments

- i) Payment will be paid upon receipt of the required documents listed under Exhibit B, Section 1(5) (Payment Milestone) of these Terms and Conditions following the standard Program practice, 45 days in arrears of achieving the milestone, and partner completing their Payment Central onboarding.
- ii) Voucher redemption value is based on the completion of the Assessment Workshop for the initial \$3,000 payment and the final 100% Migration Accelerator Value is based off the number of nodes migrated with telemetry validation for the qualifying Azure Local workloads with AMD technology.
- iii) Per <u>Section F (Program Partner Participation)</u> of these Terms and Conditions, Azure Local Boost Partners are responsible for any related taxes. The Program will only pay up to the stated voucher amount, all payments are inclusive of any tax obligations.
- iv) If the Azure Local Boost Partner cancels the voucher or stops engagement with the Eligible Customer on a redeemed voucher, any payment provided was not earned as Eligible Customers must receive the value agreed to in the SOW. The overpayment of the payment will be recovered from other Eligible Customers by reducing future payments by the overpayment difference. If the overpayment is more than the Azure Local Boost Partner has submitted registrations, then an invoice for the overpayment difference will be sent to the Azure Local Boost Partner.
- v) If the Eligible Customer cancels the engagement with the Azure Local Boost Partner after the SOW has been signed, the Azure Local Boost Partner will only receive the initial \$3,000 payment IF (i) the Assessment Workshop is completed using the mandatory Microsoft will review eligibly for the 100% Migration Accelerator based on the number of nodes migrated with telemetry validation; the additional 100% is not guaranteed.
- vi) See rate card below for milestone payment values.

2) PAYMENT TERMS

- a. All Eligible Customer payment is determined based on the value of the \$3,000 Assessment Workshop and/or the Migration Accelerator number of nodes migrated, and the criteria identified in the individual Program payment terms.
- b. Voucher credit milestones may be earned one time per Eligible Customer.



- c. Milestone achievements are evaluated and associated earning statements are published within 45 days of the end of the month in which the milestones are achieved.
- d. Credit earning statements are published to the <u>Partner Statements</u> section of the Partner Community Portal. These are available to the Primary Contact, Accounting Manager, and anyone else with a 'Program Admin' or 'Statement Admin' portal role.
- e. Payment associated to these statements will be initiated within 5 business days of the earning statement being published.
- f. Payments will be processed via Microsoft Payment Central ("Payment Central") and released to the Azure Local Boost Partner in accordance with Payment Central standard processes. Azure Local Boost Partner must have completed Payment Central onboarding to be able to receive payments.
- g. The 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.
- h. Any payments provided under this Program are independent of any other payments due under any other Microsoft payment program.
- i. Changes to Payment Central profile description or contact information may result in failed payments. If Payment Central profile is modified Azure Local Boost Partner should submit a Payment Support ticket at https://aka.ms/PXPartnerSupport to notify the Payment Operations Team of the changes.
- j. Failed credit payments will be held for 180 days. After 180 days, Azure Local Boost Partners will forfeit their credit earnings if the required bank documentation, tax documentation or other item blocking Payment Central payment has not been resolved.
- k. The Program is unable to provide Act of Acceptance ("**AoA**") documents. Azure Local Boost Partners doing business in countries requiring AoA documents will need to identify an alternative solution for collecting Program earnings.

3) ADJUSTMENT TO PAYMENTS

- a. An Azure Local Boost Partner must report any errors, issues, disputes, or missing payments regarding the calculation of credit 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 Azure Local Boost Partner within the 90-day period, Azure Local Boost Partner will be deemed to have accepted the calculation and payment.
- b. Azure Local Boost 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 Azure Local Boost 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. No correspondence will be entered into.
- e. If Azure Local Boost Partner fails to meet the requirements and milestones for a credit program after receiving payment, Microsoft may:
 - Withhold credit earnings from subsequent payments (or any successor agreement), and
 - If the Azure Local Boost 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.



4) PROGRAM RATE CARD

Azure Local Boost AMD Program Payment (FY25)

Maximum total voucher amount is up to \$28,000 (based on verified telemetry of node size achieved and completed Assessment Workshop). Azure Local Boost Partner can choose to complete an Assessment Workshop and/or the Migration Accelerator.

Size (Nodes)	10-24	25-49	50-74	75+
Assessment Workshop*	\$3,000	\$3,000	\$3,000	\$3,000
Migration Accelerator**	\$10,000	\$15,000	\$20,000	\$25,000
Total:	\$13,000	\$18,000	\$23,000	\$28,000

*Assessment Workshop:

YES \$3,000 Workshop Payment: After submission of the Eligible Customer signed SOW with planned completion date, download the AMD Workshop Presentation to use with Eligible Customer, then upload the AMD workshop presentation once completed to receive \$3,000 payment. Proof of Completion is to be submitted after the Eligible Customer signed SOW and before Eligible Customer signed POE.

NO imes \$0 Workshop Payment and final 100% redemption made after POE submission/approval.

**Migration Accelerator:

Final redemption payment of Migration Accelerator 100% voucher amount will be paid if Eligible Customer signed SOW has been submitted and approved and Eligible Customer signed POE is submitted and approved (payment amount based on the verified telemetry on node size achieved.)



5) EXAMPLES:

Example #1: Azure Local Boost AMD Program Payment (FY25)

Azure Local Boost Partner chooses to perform the **Assessment Workshop** and to **migrate 75+ nodes** for the Migration Accelerator.

Size (Nodes)	10-24	25-49	50-74	75+
Assessment Workshop	\$3,000	\$3,000	\$3,000	\$3,000
Migration Accelerator	\$10,000	\$15,000	\$20,000	\$25,000
Total:	\$13,000	\$18,000	\$23,000	\$28,000

Partner receives \$3,000 payment for Assessment Workshop with approved SOW and Proof of Completion

- a) Partner receives Migration Accelerator payment of \$25,000 when telemetry validated number of nodes to be 75+
- b) \$3,000 paid after SOW and \$25,000 paid after approved POE and telemetry
- c) Total payout: \$28,000

Example #2: Azure Local Boost AMD Program Payment (FY25)

Partner chooses to perform the Assessment Workshop only and does not migrate any nodes.

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Size (Nodes)	10-24	25-49	50-74	75+
Assessment Workshop	\$3,000	\$3,000	\$3,000	\$3,000
Migration Accelerator	\$10,000	\$15,000	\$20,000	\$25,000
Total:	\$13,000	\$18,000	\$23,000	\$28,000

- a) Partner receives \$3,000 payment for Assessment Workshop with approved SOW and <u>Proof of Completion</u>
- b) Total payout: \$3,000



Example #3: Azure Local Boost AMD Program Payment (FY25)

Partner chooses not to perform the Assessment Workshop and migrates 50-74 nodes for the Migration Accelerator.

Size (Nodes)	10-24	25-49	50-74	75+
Assessment Workshop	\$3,000	\$3,000	\$3,000 💢	\$3,000
Migration Accelerator	\$10,000	\$15,000	\$20,000	\$25,000
Total:	\$13,000	\$18,000	\$23,000	\$28,000

- a) \$0 paid when opting out of performing the Assessment Workshop
- b) \$20,000 paid for migrating 50-74 nodes for Migration Accelerator paid after approved POE and telemetry validated number of nodes to be 50-74
- c) \$20,000 total payout

Example #4: Azure Local Boost AMD Program Payment (FY25)

Partner chooses to perform the Assessment Workshop and chooses to migrate 10-24 nodes, but telemetry data shows that only 8 nodes were migrated.

Size (Nodes)	10-24	25-49	50-74	75+
Assessment Workshop	\$3,000	\$3,000	\$3,000	\$3,000
Migration Accelerator	\$10,000 🔀	\$15,000	\$20,000	\$25,000
Total:	\$13,000	\$18,000	\$23,000	\$28,000

- a) \$3,000 paid for performing the Assessment Workshop.
- b) \$0 paid after approved POE and for Migration Accelerator because the number of nodes verified using telemetry were less than the selected node range available for payment.
- c) \$3,000 total payout.



Example #5: Azure Local Boost AMD Program Payment (FY25)

Partner chooses to perform the **Assessment Workshop** and **chooses to migrate 25-49 nodes**, <u>but telemetry data shows that only 23 nodes were migrated</u>.

Size (Nodes)	10-24	25-49	50-74	75+
Assessment Workshop	\$3,000	\$3,000	\$3,000	\$3,000
Migration Accelerator	\$10,000	\$15,000	\$20,000	\$25,000
Total:	\$13,000	\$18,000	\$23,000	\$28,000

- a) \$3,000 payment is made for Assessment Workshop.
- b) \$10,000 payment is made after approved POE and for Migration Accelerator because migration of only 23 nodes was verified using telemetry data.
- c) \$13,000 total payment.