

FY25 GSI Copilot Deployment Offer Partner Program

Terms and Conditions

February 20, 2025

Overview

These terms and conditions ("**Terms and Conditions**") contain the requirements to participate in the Global System Integrators ("**GSI**") Copilot Deployment Offer Partner 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). If the entity that you are entering into these Terms and Conditions on behalf of is a managed GSI, you are eligible to participate in the Program. These Terms and Conditions (including its requirements to redeem vouchers) do not in any way alter the other agreements you have with Microsoft.

Program Summary

The Program is an opportunity for Program Partners focused on helping Eligible Customers (as defined in [Exhibit A](#)) to help accelerate the adoption of Copilot for Microsoft 365 service. The Program runs from July 1, 2024, through June 30, 2025 ("**Program Term**").

Microsoft will provide various resources to support Program Partners as they assist Eligible Customers with the adoption of Copilot for Microsoft 365 services.

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 AI Cloud Partner Program Agreement ("Microsoft AI Cloud Partner Program Agreement") with Microsoft and such Microsoft AI 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 AI Cloud Partner Program Membership." Partner agrees 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 to which (unless stated otherwise herein) the Program Partner's Microsoft AI Cloud Partner Program Agreement will govern. 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

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

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 requirements listed below ("**Eligibility Requirements**").

Program Partner Eligibility Requirements:

1. Be a Global System Integrators ("**GSI**") partner in good standing.
2. Agree to complete Payment Central onboarding and profile setup.
3. Be invited by Microsoft to join the Program.

Program Partners are nominated by the Microsoft field. Eligibility requirements are based on partners being active members of the GSI program.

Once a nominated partner achieves the Eligibility Requirements, they are eligible for participation in the Program ("**Eligible Partner**").

C. PROGRAM ENROLLMENT

Eligible Partners may 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 12 Program Partners. If the Program is at capacity when an Eligible Partner achieves the Eligibility Requirements, they may apply, if eligible, in the next fiscal year. "**Program Partner**" means those Eligible Partners who have accepted Microsoft's invitation to participate in the Program.

Program Partners who achieve the Eligibility Requirements in additional countries may be added to the public and internal lists of Program Partners. Being added to the list will provide visibility to customers and the Microsoft field and increase opportunities for co-sell engagements.

D. PROGRAM PERFORMANCE REQUIREMENTS

Program Partner Responsibilities

Program Partners are responsible for engaging with Eligible Customers and completing necessary operational requirements to assist in preparing for and the adoption of Copilot for Microsoft 365 services by:

1. Program Partners are encouraged to register Eligible Customers through Claim Partner of Record ("**CPOR**"), or other Microsoft identified processes to identify customer and partner association. Registrations are used to measure Program Partner impact. Program Partners gain visibility to customer usage data through CPOR registrations.
2. Ensuring the Eligible Customer is prepared to adopt Copilot for Microsoft 365 services or is adopting Copilot for Microsoft 365 services.
3. Completing Payment Central onboarding and profile setup.
4. Submitting and updating customer engagement data as requested.

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 [Exhibit B](#) and are available to Program Partners in compliance with the Program performance requirements. Benefits and benefit requirements may be updated from time to time during the Program Term.

F. PROGRAM PARTNER PARTICIPATION

1. **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 Program 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 the 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 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.
4. Usage of any APIs or integration technologies offered to partners under the Program will be governed by the [Microsoft APIs Terms of Use](#).

FY25 GSI Copilot Deployment Offer Partner Program

Program Guide

Exhibit A - Program Benefits

1) DEFINITIONS

- a. **"Eligible Customers."** Commercial, Small, Medium and Corporate ("**SMC**"), Public Sector (excluding US Federal), and Education customers that are licensed for a minimum of 1,000 paid seats of Copilot for Microsoft 365. For the avoidance of doubt, unpaid SKUs and licenses without recognized revenue are not eligible under this Program.
- b. **"Determination."** At the time the Program Partner submits a claim, Microsoft will determine if the claim is eligible.
- c. **"Monthly Active Users" or "MAU."** This is the measure, determined from Microsoft system telemetry, of users taking intentional action using an eligible license.
- d. **"Monthly Protected Users" or "MPU."** This is the measure, determined by Microsoft system telemetry, of the count of distinct users protected by a given workload.
- e. **"Monthly Protected Users and Devices" or "MPUD."** This is the measure, determined by Microsoft system telemetry, of the count of distinct users ("**MPU**") plus count of distinct devices ("**MPD**") protected by a given workload.
- f. **"Proof of Execution" or "POE."** Verifiable evidence that Program Partner (not a third party) has completed the required activity to achieve a payment milestone. POE may be derived from Microsoft service telemetry or be based on Eligible Customer signed Program Partner submitted documentation.
- g. **"Qualifying Workloads."** The definitive list is available in the [Eligible Services and Plans](#) section in the [FastTrack Center Benefit for Microsoft 365](#).
- h. **"Paid Available Units" or "PAU."** This is the measure of paid licenses assigned to a tenant. Paid license means there is revenue associated with the license per Microsoft internal systems.

FY25 GSI Copilot Deployment Offer Partner Program

Program Guide

Exhibit B – Program Specialization Opportunities

1) GSI Copilot Deployment Offer Partner Incentive Program

This section is devoted to GSI Copilot Deployment Offer incentive programs.

a. **Eligible Customer Registration and Workload Claiming.**

To be eligible 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.

- 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. **Incentive Eligibility.**

- i) Only approved Program Partners with approved registration requests are eligible to earn incentives.
- ii) Program Partners will not receive incentives for milestones achieved prior to association or registration submission date.
- iii) Program Partners are not eligible to register or receive incentives 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 incentive is achieved. The Program Partner is not eligible for payment for incentives achieved under different eligibility rules.
- vi) Program Partner will not be required to reimburse Microsoft if there is a reduction in MAU, or seat entitlements at the Eligible Customer.
- vii) Once a partner is eligible, has joined the Program, and has achieved an incentive, in order to receive the payment, the partner must have completed their Payment Central profile setup.

c. **GSI Copilot Deployment Offer (FY24)**

These terms apply to customer vouchers with an issue date between November 1, 2023, and June 30, 2024.

Under the GSI Copilot Deployment Offer program, Microsoft provides vouchers to Eligible Customers to help accelerate the adoption of Copilot for Microsoft 365 workloads. The GSI Copilot Deployment Offer vouchers include:

1. GSI Copilot Deployment – deployment services credit to be redeemed for the deployment and adoption of Copilot for Microsoft 365.

2. Customer Claiming.

- a. **Eligible Customers.** The Microsoft field will nominate Eligible Customers to receive a GSI Copilot Deployment voucher to help accelerate the adoption of Copilot for Microsoft 365. The services credit is to be redeemed through a GSI Copilot Deployment Offer Partner (“**GSI Partner**”).

The Eligible Customers that can be nominated for this GSI Copilot Deployment Offer program are listed below:

- i. Commercial, SMC Corporate, Public Sector (excluding US Federal), and Education customer purchasing a minimum of 1,000 eligible licenses of Copilot.
- ii. Non-profit, US Federal, GPP and CSP customers *are ineligible for this program*.

3. Milestone Eligibility – Commercial Eligible Customers.

The GSI Partner will download the Copilot program [Statement of Work \(SOW\)](#) template, complete the template and obtain the Eligible Customer’s signature, submit a [Voucher Redemption](#) of 50% of the voucher value, prior to the expiration date on the voucher, and upload the signed SOW.

- i. **NOTE** All vouchers require separate SOW and POE redemption submissions.
- ii. **NOTE** unless the SOW is signed by the Eligible Customer, submitted and accepted and POE is signed by the Eligible Customer, submitted by the voucher expiration date identified on the voucher and subsequently approved, the GSI Partner will only receive the approved SOW 50% payment.
- iii. **NOTE** the GSI Partner agrees to submit [Online Services Usage Claiming Partner of Record](#) (CPOR) claim for all workloads included in voucher redemption.
- iv. **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 customer approval date.*

The GSI Partner will download the M365 Copilot Deployment Offer program [Proof of Execution \(POE\)](#) template, complete the template and obtain the Eligible Customer’s signature and submit the final [Voucher Redemption](#) of 50% of the voucher value, prior to the expiration date on the voucher.

- i. **NOTE** All vouchers require separate SOW and POE redemption submissions.
- ii. **NOTE** unless the SOW is signed by the Eligible Customer, submitted and accepted and POE is signed by the Eligible Customer, submitted by the voucher expiration date identified on the voucher and subsequently approved, the GSI Partner will only receive the approved SOW 50% payment.

- iii. **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 customer approval date.

Microsoft will evaluate the request for eligibility. If approved, the GSI Partner will receive an approval notification and then the funds according to the payment terms below.

4. Determination – Commercial Eligible Customers.

- i) Microsoft will evaluate the final [Voucher Redemption, Proof of Execution \(POE\)](#), and the signed [Statement of Work \(SOW\)](#) for completeness. If approved by Microsoft, the GSI Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- ii) Microsoft will evaluate the final [Voucher Redemption](#) and [Proof of Execution \(POE\)](#) for completeness. If approved by Microsoft, the GSI Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- iii) If approved by Microsoft, the final payment to the GSI Partner will be made.
- iv) SOW and POE may not have the same customer approval date.
- v) [GSI Copilot Deployment Offer Terms and Conditions](#) apply. Review the [Payment and Dispute guidance](#) if you have any questions.
- vi) Voucher redemption value is based on the value of the qualifying Copilot for Microsoft 365 purchase.
- vii) Only a GSI Partner is eligible to redeem vouchers and all work must be performed by the GSI Partner signing the SOW and POE.

5. Milestone Eligibility – Public Sectors Eligible Customers.

The GSI Partner will download the GSI Copilot Deployment Offer program [Statement of Work \(SOW\)](#) template, complete the template and obtain the Eligible Customer's signature and [Redeem Voucher](#) by uploading the signed SOW.

- i. **NOTE** all vouchers require separate SOW and POE redemption submissions.
- ii. **NOTE** GSI Partner agrees to submit [Online Services Usage Claiming Partner](#) (CPOR) of Record claim for all workloads included in voucher redemption.
- iii. **NOTE** to be eligible for the 100% voucher payment Eligible Customer signed SOW must be submitted and approved and Eligible Customer signed POE must be submitted by the expiration date identified on the voucher and subsequently approved.
- viii) Microsoft will evaluate the request for eligibility. If approved, the GSI Partner will receive an approval notification from FTSpIncentiveClaims@Microsoft.com.
- ix) The GSI Partner will download the GSI Copilot Deployment Offer program [Proof of Execution \(POE\)](#) template, complete the template and obtain the Eligible Customer's signature and submit the final [Voucher Redemption](#) of 100% of the voucher value, prior to the expiration date on the voucher.
 - i) **NOTE** to be eligible for the 100% voucher payment Eligible Customer signed SOW must be submitted and approved before the expiration date identified on the voucher and Eligible Customer signed POE must be submitted by the expiration date identified on the voucher and subsequently approved.

ii) **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 customer approval date.*

iii) Microsoft will evaluate the request for eligibility. If approved, the GSI Partner will receive an approval notification and then the funds according to the payment terms below.

6. Determination – Public Sectors Eligible Customers.

- i) Upon completion of the project, the GSI Partner will download the GSI Copilot Deployment Offer program [Proof of Execution \(POE\)](#) template, complete the template and obtain the Eligible Customer's signature and submit the final [Voucher Redemption](#) for 100% of the voucher value, prior to the expiration date on the voucher. Microsoft will evaluate the request for eligibility. If approved by Microsoft, the approved GSI Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- ii) If approved, the final payment to the GSI Partner will be made.
- iii) SOW and POE may not have the same customer approval date.
- iv) [GSI Copilot Deployment Offer Terms and Conditions](#) apply. Review the [Payment and Dispute guidance](#) if you have any questions.
- v) Voucher redemption value is based on the value of the qualifying Copilot for Microsoft 365 purchase.
- vi) Only GSI Partners are eligible to redeem vouchers and all work must be performed by the GSI Partner signing the SOW and POE.

7. Payment Milestone.

GSI Partner may earn payments based on achieving the following milestone(s) as measured through submission of:

- [Voucher Redemption](#)
- [Statement of Work \(SOW\)](#)
- [Proof of Execution \(POE\)](#)

8. Deadline.

- i) Deployment services credit must be used within 6 months of the voucher issuance date to the Eligible Customer and is stated on the voucher as the expiration date. For example, if the voucher expiration date is June 30, 2025, the Eligible Customer signed voucher SOW must be submitted and approved BEFORE this date, and the Eligible Customer signed POE must be submitted by June 30, 2025 and subsequently approved.
- ii) All vouchers require separate SOW and POE redemption submissions.
- iii) SOW and POE may not have the same customer approval date.
- iv) Unless the Commercial Customer SOW is signed by the Eligible Customer, submitted and accepted and Commercial Customer POE is signed by the Eligible Customer, submitted by the voucher expiration date identified on the voucher and subsequently approved, the GSI

Partner will only receive the approved SOW 50% payment. In the case of a Public Sector Eligible Customer, the voucher payment of 100% can only be paid if SOW has been signed by Eligible Customer, received and approved and Eligible Customer signed POE is received by Voucher Expiration Date and subsequently approved.

- v) Only GSI Partner are eligible to redeem vouchers and all work must be performed by the GSI Partner signing the SOW and POE.
- vi) The GSI Copilot Deployment Offer program voucher cannot be combined by the GSI Partner with another offer.
- vii) Limit of one GSI Copilot Deployment Offer program voucher per Eligible Customer Tenant Parent Identification (“**TPID**”), which may not be redeemed by or transferred to another Eligible Customer TPID.

9. Payments.

- i) Payment will be paid upon receipt of the required documents listed under **Section 7** (Payment Milestone) 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 value of the qualifying Copilot for Microsoft 365 purchase.
- iii) Per [Section F](#) (Program Partner Participation) of these Terms and Conditions, GSI Partner is 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 GSI Partner cancels the voucher or stops engagement with the Eligible Customer on a redeemed voucher, any payment provided was not earned as customers must receive the value agreed to in the SOW. The overpayment of the incentives will be recovered from other Eligible Customers by reducing future payments by the overpayment difference. If the overpayment is more than the Program Partner has submitted registrations, then an invoice for the overpayment difference will be sent to the Program Partner.
- v) See rate card below for milestone payment values.

d. **GSI Copilot Deployment Offer (FY25)**

These terms apply to customer vouchers with an issue date between July 1, 2024, and June 30, 2025.

Under the GSI Copilot Deployment Offer program, Microsoft provides vouchers to Eligible Customers to help accelerate the adoption of Copilot for Microsoft 365 workloads. The GSI Copilot Deployment Offer vouchers include:

1. GSI Copilot Deployment Offer – deployment services credit to be redeemed for the deployment and adoption of Copilot for Microsoft 365.

2. Customer Claiming.

- b. **Eligible Customers.** The Microsoft field will nominate Eligible Customers to receive a GSI Copilot Deployment Offer voucher to help accelerate the adoption of Copilot for

Microsoft 365. The services credit is to be redeemed through a GSI Copilot Deployment Offer Partner (“**GSI Partner**”).

The Eligible Customers that can be nominated for this GSI Copilot Deployment Offer program are listed below:

- iii. Commercial, SMC Corporate, Public Sector (excluding US Federal), and Education customer purchasing a *minimum of 500 eligible licenses* of Copilot for Microsoft 365.
- iv. Non-profit, US Federal, GPP and CSP customers *are ineligible for this program*.

3. Milestone Eligibility – Commercial Eligible Customers.

The GSI Partner will download the GSI Copilot Deployment Offer program [Statement of Work \(SOW\)](#) template, complete the template and obtain the Eligible Customer’s signature, submit a [Voucher Redemption](#) of 50% of the voucher value, prior to the expiration date on the voucher, and upload the signed SOW.

- v. **NOTE** All vouchers require separate SOW and POE redemption submissions.
- vi. **NOTE** unless the SOW is signed by the Eligible Customer, submitted and accepted and POE is signed by the Eligible Customer, submitted by the voucher expiration date identified on the voucher and subsequently approved, the GSI Partner will only receive the approved SOW 50% payment.
- vii. **NOTE** the GSI Partner agrees to submit [Online Services Usage Claiming Partner of Record](#) (CPOR) claim for all workloads included in voucher redemption.
- viii. **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 customer approval date.*

The GSI Partner will download the GSI Copilot Deployment Offer program [Proof of Execution \(POE\)](#) template, complete the template and obtain the Eligible Customer’s signature and submit the final [Voucher Redemption](#) of 50% of the voucher value, prior to the expiration date on the voucher.

- iv. **NOTE** All vouchers require separate SOW and POE redemption submissions.
- v. **NOTE** unless the SOW is signed by the Eligible Customer, submitted and accepted and POE is signed by the Eligible Customer, submitted by the voucher expiration date identified on the voucher and subsequently approved, the GSI Partner will only receive the approved SOW 50% payment.
- vi. **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 customer approval date.*

Microsoft will evaluate the request for eligibility. If approved, the GSI Partner will receive an approval notification and then the funds according to the payment terms below.

4. Determination – Commercial Eligible Customers.

- iv) Microsoft will evaluate the final [Voucher Redemption](#), [Proof of Execution \(POE\)](#) and the signed [Statement of Work \(SOW\)](#) for completeness. If approved by Microsoft, the GSI Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- v) Microsoft will evaluate the final [Voucher Redemption](#) and [Proof of Execution \(POE\)](#) for completeness. If approved by Microsoft, the GSI Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- vi) 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 customer approval date.*
- vii) If approved by Microsoft, the final payment to the GSI Partner will be made.
- viii) [GSI Copilot Deployment Offer Terms and Conditions](#) apply. Review the [Payment and Dispute guidance](#) if you have any questions.
- ix) Voucher redemption value is based on the value of the qualifying Copilot for Microsoft 365 purchase.
- x) Only a GSI Partner is eligible to redeem vouchers and all work must be performed by the GSI Partner signing the SOW and POE.

5. Milestone Eligibility – Public Sectors Eligible Customers.

The GSI Partner will download the GSI Copilot Deployment Offer program [Statement of Work \(SOW\)](#) template, complete the template and obtain the Eligible Customer's signature and [Redeem Voucher](#) by uploading the signed SOW.

- iv. **NOTE** all vouchers require separate SOW and POE redemption submissions.
 - v. **NOTE** to be eligible for the 100% voucher payment Eligible Customer signed SOW must be submitted and approved and Eligible Customer signed POE must be submitted by the expiration date identified on the voucher and subsequently approved.
 - vi. **NOTE** GSI Partner agrees to submit [Online Services Usage Claiming Partner of Record \(CPOR\)](#) claim for all workloads included in voucher redemption.
- i) Microsoft will evaluate the request for eligibility. If approved, the GSI Partner will receive an approval notification from FTSpIncentiveClaims@Microsoft.com.
 - ii) The GSI Partner will download the GSI Copilot Deployment Offer program [Proof of Execution \(POE\) template](#), complete the template and obtain the Eligible Customer's signature and submit the final Voucher Redemption of 100% of the voucher value, prior to the expiration date 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 customer approval date.*
 - ii. **NOTE** to be eligible for the 100% voucher payment Eligible Customer signed SOW must be submitted and approved before the expiration date identified on the voucher and Eligible Customer signed POE must be submitted by the expiration date identified on the voucher and subsequently approved.
 - iii) Microsoft will evaluate the request for eligibility. If approved, the GSI Partner will receive an approval notification and then the funds according to the payment terms below.

6. Determination – Public Sectors Eligible Customers.

- i) Upon completion of the project, the GSI Partner will download the GSI Copilot Deployment Offer program [Proof of Execution \(POE\)](#) template, complete the template and obtain the Eligible Customer's signature and submit the [Voucher Redemption](#) for 100% of the voucher value, prior to the expiration date on the voucher. Microsoft will evaluate the request for eligibility. If approved by Microsoft, the approved GSI Partner will receive approval notification from FTSpIncentiveClaims@Microsoft.com.
- ii) 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 customer approval date.*
- iii) If approved, the final payment to the GSI Partner will be made.
- iv) [GSI Copilot Deployment Offer Terms and Conditions](#) apply. Review the [Payment and Dispute guidance](#) if you have any questions.
- v) Voucher redemption value is based on the value of the qualifying Copilot for Microsoft 365 purchase.
- vi) Only GSI Partners are eligible to redeem vouchers, and all work must be performed by the GSI Partner signing the SOW and POE.

7. Payment Milestone.

GSI Partner may earn payments based on achieving the following milestone(s) as measured through submission of:

- [Voucher Redemption](#)
- [Statement of Work \(SOW\)](#)
- [Proof of Execution \(POE\)](#)

8. Deadline.

- i) Deployment services credit must be used within 6 months of the voucher issuance date to the Eligible Customer and is stated on the voucher as the expiration date. For example, if the voucher expiration date is June 30, 2025, the Eligible Customer signed voucher SOW must be submitted and approved BEFORE this date, and the Eligible Customer signed POE must be submitted by June 30, 2025 and subsequently approved.
- ii) All vouchers require separate SOW and POE redemption submissions.
- iii) Unless the Commercial Customer SOW is signed by the Eligible Customer, submitted and accepted and Commercial Customer POE is signed by the Eligible Customer, submitted by the voucher expiration date identified on the voucher and subsequently approved, the GSI Partner will only receive the approved SOW 50% payment. In the case of a Public Sector Eligible Customer, the voucher payment of 100% can only be paid if SOW has been signed by the Eligible Customer, received and approved and Eligible Customer signed POE is received by Voucher Expiration Date and subsequently approved.

- iv) Only GSI Partner are eligible to redeem vouchers, and all work must be performed by the GSI Partner signing the SOW and POE.
- v) The GSI Copilot Deployment voucher cannot be combined by the GSI Partner with another offer.
- vi) Limit of one GSI Copilot Deployment voucher per Eligible Customer Tenant Parent Identification (“**TPID**”), which may not be redeemed by or transferred to another Eligible Customer TPID.

9. Payments.

- i) Payment will be paid upon receipt of the required documents listed under **Section 7** (Payment Milestone) 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 value of the qualifying Copilot for Microsoft 365 purchase.
- iii) Per [Section F](#) (Program Partner Participation) of these Terms and Conditions, GSI Partner 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 GSI Partner cancels the voucher or stops engagement with the Eligible Customer on a redeemed voucher, any payment provided was not earned as customers must receive the value agreed to in the SOW. The overpayment of the incentives will be recovered from other Eligible Customers by reducing future payments by the overpayment difference. If the overpayment is more than the Program Partner has submitted registrations, then an invoice for the overpayment difference will be sent to the Program Partner.
- v) See rate card below for milestone payment values.

2) PAYMENT TERMS.

- a. All Eligible Customer incentives are determined by the number of Eligible Licenses on the milestone achievement date or the criteria identified in the individual Program payment terms.
- b. Incentive milestones may be earned once 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. 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 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 Program Partner in accordance with Payment Central standard processes. Program 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 Program Partner should submit a Payment Support ticket at <https://aka.ms/PXPartnerSupport> to notify the Payment Operations Team of the changes.
- j. 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.
- k. 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.

3) **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> (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. No correspondence will be entered into.
- e. If Program Partner fails to meet the requirements and milestones for an incentive program after receiving payment, Microsoft may:
 - Withhold incentive earnings from subsequent payments (or any successor agreement), and
 - 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.

4) GSI COPILOT DEPLOYMENT OFFER INCENTIVE PROGRAM RATE CARD

GSI Copilot Deployment Offer

Offers	Incentive Eligible Dates	Voucher Value	Workload
FY25			
Copilot Voucher	July 1, 2024 to Oct 7, 2024	up to \$75,000 (between 1,000 and 3,000 licenses) Up to \$95,000 (> 3,000 licenses)	Deploying M365 Copilot and supporting readiness for customers with 1,000 or more licenses
Copilot Voucher	October 8, 2024 to June 30, 2025	up to \$75,000 (500+ licenses)	Deploying M365 Copilot and supporting readiness for customers with 500 or more licenses
FY24			
Copilot Voucher	November 1, 2023 to Feb 4, 2024	up to \$50,000	Deploying M365 Copilot and supporting readiness for customers with 3,000+ licenses
Copilot Voucher (up to 3K)	Feb 5 2024 to June 30, 2024	up to \$75,000 (between 1,000 and 3,000 licenses) Up to \$95,000 (> 3,000 licenses)	Deploying M365 Copilot and supporting readiness for customers with 1,000 or more licenses

* GSI Partners cannot combine the GSI Copilot Deployment Offer voucher with another offer.