

GIGA Modern Management Incentive Program Terms and Conditions

July 1st, 2025

Overview

These terms and conditions ("**Terms and Conditions**") contain the requirements to participate in the GIGA Modern Management Incentive Program ("**Program**"). If you are entering 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).

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 Summary

The Program is an opportunity to invest with managed channel and solution partners to sell Windows 11 PCs to eligible GIGA 2.0 customers, and move GIGA 2.0 customers to modern management. The Program supports the GIGA 2.0 initiative in Japan. GIGA 2.0 is an initiative led by the Japanese government (the Ministry of Education ("**MoE**") and the Ministry of Finance ("**MoF**")) aiming to digitize and improve student outcomes in Japan. The Program will run from July 1, 2024, through June 30, 2027 ("**Program Term**") and is intended to:

- Drive Program Partner engagement with and preference for Intune and Intune for Education to drive advocacy and adoption,
- Support Program Partner activities that directly drive Intune deployments and Eligible Customer fidelity of use, and
- Support the sale of 3rd party Windows devices through Program Partner.

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 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 to which, and shall be governed by the Program Partner's Microsoft AI Cloud Partner Program Agreement will govern (unless stated otherwise herein). 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 requirements listed below ("**Eligibility Requirements**"). A partner with an Active Microsoft AI Cloud Partner Program Membership who meets the Eligibility Requirements is eligible for participation in the Program ("**Eligible Partner**").

Program Partner Eligibility Requirements:

1. A Microsoft Distributor must:

- a. Have active Partner ID in good standing
- b. Provide coverage and operate in Japan
- c. Establish and maintain an active Microsoft Partner ID (formerly called Microsoft Partner Network ("**MPN**") ID) and Partner Center Account
- d. Be a Microsoft Windows device distributor or reseller
- e. Be a Microsoft EDU account managed by a Device Partner Sales (DPS) team
- f. Work with kindergarten to 12th grade education institutions
- g. Be a Microsoft managed partner
- h. Only engage with approved resellers who meet the below criteria:
 1. Provides coverage and operates in Japan
 2. Maintains staffed service desk during core business hours and/or provides Eligible Customer a direct point of contact at the partner through deployment
 3. Is a Microsoft Windows device distributor or reseller
 4. Works with kindergarten to 12th grade education institutions
 5. Has capability to deploy Intune as evidence by achieving:
 - a. Zerotouch device management certification including [Endpoint Administrator MD-102 certification](#); and
 - b. [GIGA solution partner certification](#)
 6. Is able to offer onsite and/or remote deployment services and support

2. A select Microsoft reseller must:

- a. Have active Partner ID in good standing
- b. Provide coverage and operate in Japan
- c. Establish and maintain an active Microsoft Partner ID (formerly called MPN ID) and Partner Center Account
- d. Be a Microsoft Windows device distributor or reseller

- e. Work with kindergarten to 12th grade education institutions
- f. Have the capability to deploy Intune as evidence by achieving:
 - 1. Zerotouch device management certification including [Endpoint Administrator MD-102 certification](#); and
 - 2. [GIGA solution partner certification](#)
- g. Be able to offer onsite and/or remote deployment services and support

C. PROGRAM ENROLLMENT

Participation in the program is by invitation only. An invitation to join the Program may be sent to Eligible Partners via email. Such an invitation will be at Microsoft's sole discretion, taking into consideration the Eligible Partner's level of performance against the Eligibility Requirements, Eligible Partner's location, Eligible Partner's expertise, and limited Program capacity of 20. If the Program is at capacity when an Eligible Partner achieves the Eligibility Requirements, they may apply, if eligible, in the next fiscal year. Eligible Partners who are invited to enroll in the Program may accept Microsoft's invitation via an online form, provided to the Eligible Partners by Microsoft. "**Program Partner**" means those Eligible Partners who have accepted Microsoft's invitation to participate in the Program.

D. PROGRAM PERFORMANCE REQUIREMENTS

Program Partners must meet the following performance requirements for the duration of their participation in the Program.

a) Distributor Program Partner Responsibilities:

- a. Engage with reseller to assist Eligible Customer(s) to deploy and use eligible and claimed service(s)
- b. Engage with reseller to assist Eligible Customer(s) to enroll Eligible Device(s)
- c. Sell a minimum of 1,000 Windows devices to be eligible for 3P device incentive payment, by the Program Partner or eligible reseller, as verified by Eligible Customer-signed device purchase order and SOW.
- d. Enroll/join Intune on 3P devices to be eligible for the Intune deployment incentive, including services within the planning and design stages for targeted Windows devices, as verified by Eligible Customer tenant and Microsoft telemetry.
- e. For Intune deployment activities leading up to the final deployment (or joining/enrollment of devices), Program Partner may be required to plan and/or design activities such as:
 - i. Identity Management – Setting up Windows devices and configuring the identity system, with Microsoft 365 Education and/or Microsoft Entra ID.
 - ii. Initial set-up – Setting up the Intune environment for managing updates,
 - iii. Device enrollment – Setting up devices for deployment and enrolling them in Intune.
 - iv. Device reset – Resetting managed devices with Intune.
- f. Sell at least 1,000 Windows devices to claim 3P device incentives.
 - i. At least 85% of the 1,000 minimum number of Windows devices must have Intune deployment (or joining/enrollment of devices) to be eligible for the Intune deployment incentive as verified by Eligible Customer tenant and Microsoft telemetry.

b) Reseller Program Partner Responsibilities:

- a. Assist Eligible Customer(s) to deploy and use eligible and claimed service(s)
- b. Assist Eligible Customer(s) to enroll Eligible Device(s)
- c. Sell at least 1,000 Windows devices to claim 3P device incentives, as verified by Eligible Customer signed device purchase order and SOW. SOWs for this program will be accepted from **July 1, 2024, through May 1, 2027.**
 - i. At least 85% of the 1,000 minimum number of Windows devices must have Intune deployment (or joining/enrollment of devices) to be eligible for incentive as verified by Eligible Customer tenant and Microsoft telemetry.
- j. Enroll/join Intune on 3P devices to be eligible for the Intune deployment incentive, including services within the planning and design stages for targeted Windows devices, as verified by Eligible Customer tenant and Microsoft telemetry.
- k. For Intune deployments activities leading up to the final deployment (or joining/enrollment of devices), Program Partner may be required to plan and/or design activities such as:
 - i. Identity Management – Setting up Windows devices and configuring the identity system, with Microsoft 365 Education and/or Azure Active Directory.
 - ii. Initial set-up – Setting up the Intune environment for managing updates, applications, and settings.
 - iii. Device enrollment – Setting up devices for deployment and enrolling them in Intune.
 - iv. Device reset – Resetting managed devices with Intune.
- l. Examples of permissible, and impermissible, activities for incentive payout under this Program are shown below.

| Allowable Activity | Non-Allowable Activity |
|---|---|
| <p>Examples of allowable activities for incentive payout may include but are not limited to:</p> <ul style="list-style-type: none"> On site deployment Full-service support White glove support Support desk and/or direct partner point of contact Remote support Phone support | <p>Customer Self-Service examples may include but are not limited to:</p> <ul style="list-style-type: none"> Having customers self-deploy Sending a link for customers to learn on their own Not engaging with customer directly during deployment (or joining/enrollment of devices) |

E. Program Non-Compliance

Program Partner performance against the Program Partner Responsibilities will be tracked and made available

to Program Partner's Primary Contact by Microsoft. Non-compliance with any of the Program Partner Responsibilities may lead to removal from the Program.

If Microsoft receives negative feedback regarding Program Partner performance from customers, Microsoft field or subject matter experts ("**SMEs**"), Microsoft may stop providing customer leads to the Program Partner and/or may remove the Program Partner from the Program. If Program Partner fails to meet the requirements and activations outlined in this Program, Microsoft may withhold Program incentive earnings from subsequent payments under this Program (or any successor agreement).

F. PROGRAM BENEFITS

Program benefits are set forth in [Exhibit A](#) 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.

G. 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.

H. RELATIONSHIP MANAGEMENT AND COOPERATION

1. **Required contacts.** Program Partners are required to provide and maintain a minimum of two 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. Each party will make commercially reasonable efforts to commit the necessary resources to perform its obligations under this Program.
3. **Notification and Support.** Microsoft will provide notifications and support to Program Partners via PXPartnerOnboarding@microsoft.com and the [Partner Support Tool](#).

I. PROGRAM COMMUNICATIONS

1. Microsoft will send Program communications via email, including automated email distribution systems and/or a dedicated Microsoft Teams site. 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 communicate with Program Partners in English while providing customer facing Statement of Work ("**SOW**") and Proof of Execution ("**POE**") materials in Japanese.
3. Microsoft will communicate Program changes via email to both the Primary and Accounting Contacts as designated by the Program Partner.
4. Microsoft may communicate with Program Partners via email, Microsoft Teams site, Partner Portal Blog or Yammer channel.
5. Microsoft will distribute via automated email distribution systems, no more than 4 times per year, Program 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 the survey is voluntary but encouraged.
6. Microsoft will distribute, via email or in person during the event session, satisfaction surveys to all participants in the Program hosted or sponsored training events whether conducted in person or on-line. Participation in such surveys is voluntary but encouraged.

J. LIMITATION OF LIABILITY

1. Without prejudice to any terms of the Microsoft AI Cloud Partner Network Program 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 J** shall survive termination and expiry of this Program.

K. 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, 2027. 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 A](#) 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 Additional Terms for Microsoft Cloud Partner Network Program of the Microsoft Cloud Partner Network 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 qualify 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 termination in accordance with the applicable terms set forth for such benefit in [Exhibit A](#) but shall not be required to make any further payments hereunder.

L. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

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

M. 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/en-us/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.

GIGA Modern Management Incentive Program

Program Guide

Exhibit A - Program Benefits

1) DEFINITIONS

- a. **"Determination"** is Microsoft's decision of whether a claim submitted by a Program Partner is eligible for incentives.
- b. **"Eligible Customers"** include education customers in kindergarten through 12th grade institutions using EDU Microsoft 365 tenants in Japan planning to purchase a minimum of 1,000 Eligible Devices and deploy Intune on a minimum of 85% of Eligible Devices purchased. The following scenarios represent eligible customer deals:
 - i. An "Eligible Customer" consists of one tenant. Multiple tenants of smaller, but associated, customers that consist of at least 1,000 devices that would not qualify individually may act as a consortium to be eligible for this program. Consortiums must meet all other program requirements.
 - ii. An "Eligible Customer" consisting of multiple TPID's, within cities that fall under one prefecture that would not qualify individually for this program. All TPID's within the prefecture must meet all other program requirements.
- c. **"Eligible Licenses"** include paid SKU licenses. For the avoidance of doubt, licenses without Microsoft recognized revenue are not eligible under this Program.
- d. **"Eligible Device(s)"** (as related to the third-party (3P) Device Incentive include Windows devices manufactured by one of the following third-party device partners: HP, Dell, Lenovo or Lenovo Group, Acer, Asus, Samsung, JP-IK, Dynabook, Mouse Computer Japan (MCJ).
- e. **"Enrolled Devices"** is the measure, determined by Microsoft system telemetry, of the count of distinct Devices enrolled in Intune during the Program Term.
- f. **"Proof of Execution"** or **"POE"** is verifiable evidence that Program Partner or a third party acting on Program Partner's behalf has completed the required activity to achieve a payment milestone. POE may be derived from Microsoft service telemetry or be based on Program Partner submitted documentation.
- g. **"Qualifying Workload"** Intune is the only qualifying workload in this offer.
 - i. **PAYMENTS** Program Partners must submit a registration with SOW via the Registration Tool (<https://aka.ms/CustomerRegistration>) for Eligible Customer tenants between July 1, 2024, and May 1, 2027. Upon submission and acceptance of the registration, Microsoft will evaluate the submitted registration and either approve or deny it based on the requirements in **Section 2(a)(ii)** below.
 - a) Eligible Customer registration(s) with SOW must be submitted no later than May 1, 2027, and then subsequently approved to be eligible for the incentive. Device purchase order must be submitted along with the SOW. Purchase orders dated before July 1, 2024, are not eligible for the incentive.
 - i. Eligible Customer POE registration via the Registration Tool (<https://aka.ms/CustomerRegistration>) must be submitted within 6 months of SOW

submission or by June 30, 2027, whichever is earlier to be eligible for the incentive. Customer receipt of inspection and/or invoice with Intune licensing must be submitted along with the POE. Receipt of inspection and/or invoice dated before July 1, 2024, are not eligible for the incentive.

h. **Incentive Eligibility**

- i. Only Program Partners will not receive incentives for Intune activation milestones achieved prior to the registration submission date.
- ii. Program Partners will not receive incentives for purchase orders dated before July 1, 2024.
- iii. Only Eligible Customer registration(s) with SOW, submitted on or before May 1, 2027, and subsequent approved to be eligible for incentives, are eligible to earn incentives.
- iv. Program Partners are not eligible to register or receive incentives achieved in their own corporate tenants.
- v. Program Partners are entitled to receive incentives for the deployment of devices and the activation of Intune, subject to the availability of Program funds.
- vi. Once a Program Partner is eligible and has achieved an incentive, in order to receive the payment, the Program Partner must have completed their Payment Central profile setup.
 - a) Device Enrollment data will be evaluated on the last day of the calendar month the POE is submitted to determine if an incentive has been achieved. The incentive will be determined using a baseline device enrollment measurement at the end of the month prior to SOW registration and product telemetry to determine enrollment growth until month-end of when the POE is approved. For example:
 - b) If registration was done in November (October 31 number of Enrolled Devices was 300) and the POE was approved in January (January 31 number of Enrolled Devices was 1,200), then the growth would be 900 (1,200 – 300).

i. **Incentive Eligibility Milestones**

- i. Program Partners may earn incentives based on achieving the following milestone(s) as required through the submission and approval of
 - a) **Step One.**
 - ii. POE, signed Eligible Customer receipt of inspection and/or invoice with Intune licensing, and Microsoft validation are used to determine milestone achievement. Payment is approved when Eligible Customer signed device purchase order and signed SOW have been submitted and accepted and signed POE and Eligible Customer receipt of inspection and/or invoice with Intune licensing has been submitted and accepted. POE must be submitted within 6 months of Eligible Customer signed devices purchase order and SOW submission or June 30, 2027, whichever is earlier.
 - iii. SOW to be submitted upon winning the “bid award” from the Eligible Customer.
 - iv. Device purchase order signed by the Eligible Customer.
 - v. If submitting a consortium of Eligible Customers to achieve the required 1,000 devices, the signed device purchase order for each Eligible Customer in the consortium must be provided.

- vi. SOW must be submitted and approved prior to beginning Eligible Customer engagement.
 - vii. SOW must include:
 - viii. Microsoft supplied [SOW template](#)
 - ix. Institution name and location
 - x. Incentive lever Program Partner will be claiming
 - xi. Timeline of enrollments to take place
 - xii. Contracted number of enrollments
 - xiii. Estimated total number of Eligible Devices sold for this deployment.
 - xiv. Estimated total number of Eligible Devices planned for Intune enrollment and anticipated revenue amount the Program Partner will claim for this deployment.
 - xv. Scope of services to be provided to Eligible Customer
 - xvi. Number of net new Eligible Devices sold and the Eligible Device type (as applicable)
 - xvii. Eligible Customer signed and Program Partner or reseller, signed acknowledgement of project work to be performed
 - xviii. POE to be submitted upon completion of deployment milestones, which should include:
 - xix. Microsoft internal usage telemetry to be used as verification post milestone.
 - xx. Microsoft supplied [POE template](#)
 - xxi. Total number of Eligible Devices sold.
 - xxii. Total number of Intune devices enrolled.
 - xxiii. Eligible Customer signed, and Program Partner or reseller, signed acknowledgement of project completion.
 - xxiv. Eligible Customer receipt of inspection and/or invoice with Intune licensing.
 - xxv. If submitting a consortium of customers to achieve the required 1,000 devices, the receipt of inspection and/or invoice with Intune licensing for each customer in the consortium must be submitted.
 - xxvi. POE to be submitted no later than 6 months after SOW submitted, or by June 30, 2027, whichever date is earlier.
 - xxvii. SOW, device purchase order and corresponding POE and receipt of inspection and/or invoice accepted submissions are eligible for a single 100% payment upon completion of the work.
- j. **Eligible Service(s) or Device(s):** requirements for Intune deployment
- i. **Eligible Devices**
 - a) Deployments that are tied to net new Eligible Device sales are eligible for additional incentive, as reflected in the Rate Card below.
 - b) Minimum number of net new Eligible Devices deployments to be incentive eligible is 1,000.

c) **Eligible Devices.** Teachers, IT professionals, and student device deployments are permitted.

ii. **Eligible Services**

a) Allowable activities of full-service support and remote support deployments identified in **Section D(bl)** are eligible services. Eligible Customer self-service is not eligible for claim.

k. Multiple tenants of smaller, but associated customers that consist of at least 1,000 devices that would not qualify individually may act as a consortium if approved. Consortiums must meet all other program requirements.

Payment Milestone

i. **Program Partners may earn payments based on achieving the following milestone(s) as measured through SOW, POE, and telemetry:**

ii. **Payment upon acceptance of signed SOW and device purchase order, and acceptance of signed POE, Eligible Customer receipt of inspection and/or invoice with Intune licensing and validation of number of Enrolled Devices using telemetry, the Incentive will be paid.**

iii.

iv. Determination

v. The Eligible Customer tenants must be registered by participating Program Partners on or before May 1, 2027.

vi. Microsoft will evaluate the signed [Statement of Work \(SOW\)](#) for completeness. If approved by Microsoft, the Program Partner will receive approval notification in the Registration Tool (<https://aka.ms/CustomerRegistration>). SOW cannot be accepted without customer signed device purchase order.

vii. Microsoft will evaluate the signed [Proof of Execution \(POE\)](#) for completeness, review receipt of inspection and/or invoice and validate Enrolled Devices achievement using telemetry. If POE is approved by Microsoft and the required Enrolled Devices telemetry is achieved, the approved Program Partner will receive approval notification in the Registration Tool (<https://aka.ms/CustomerRegistration>). POE cannot be accepted without receipt of inspection and/or invoice for Intune licensing purchase.

viii. Device purchase orders and receipt of inspection and/or invoice for Intune purchase must be dated be on or after July 1, 2024 in order to qualify for incentive.

ix. Microsoft will evaluate and either approve or deny based on the requirements in **Section 2(a)(ii) Incentive Eligibility** above. If approved by Microsoft, payment to the Program Partner will be made.

x. Payment is based on Eligible Customer's purchase of Eligible Devices and Intune enrollment of active devices. See Execution Scenario Examples below.

1,000 minimum number of Windows devices sold required to claim 3P device incentive.

xi. Enroll at least 85% of the 1,000+ devices to earn the Intune deployment incentive. The maximum payout cannot exceed the number of devices acquired for this engagement and documented by the device purchase order. This incentive will be determined by using a baseline device enrollment

measurement at the end of the month prior to registration and product telemetry to determine enrollment growth after POE is submitted.

- xii. All device purchase orders must be submitted at least 30 days prior to project completion and POE submissions.
- xiii. Multiple tenants of smaller, but associated customers that consist of at least 1,000 devices that would not qualify individually may act as a consortium if approved. Consortiums must meet all other program requirements. All associated customers acting as a consortium must provide individual signed device purchase orders and receipt of inspection and/or invoice for Intune licensing. The Program Partner must submit all documents for the consortium in the same registration.
- xiv. [GIGA Modern Management Incentive Program Terms and Conditions](#) apply. Review the [Payment and Dispute guidance](#) if you have any questions.

Only a Program Partner is eligible to redeem vouchers and all work must be performed by the Program Partner or qualified reseller signing the SOW and POE.

Deadline.

Program Partners must achieve the Program milestones and submit required SOW and customer signed device purchase order for approved Eligible Customers by May 1, 2027. POE and Eligible Customer receipt of inspection and/or invoice with Intune licensing must be submitted within 6 months of customer signed devices purchase order and SOW submission or June 30, 2027, whichever is earlier. SOW, device purchase order and corresponding POE, and receipt of inspection and/or invoice accepted submissions are eligible for a single 100% payment upon completion of the work.

I. Payments

- a) Milestones(s) must be achieved within 6 months after SOW submitted or by June 30, 2027, whichever date is earlier.
- b) Payment will be made for achieved milestones with submitted and approved SOW and device purchase order and submitted and approved POE and customer receipt of inspection and/or Invoice with Intune licensing.
- c) Payment will be paid upon receipt of the required documents listed under Payment Milestone following the standard Program practice, 45 days in arrears of achieving the milestone, and partner completing their Payment Central onboarding.

Incentive payments may not be combined with End-Customer Investment Funding (“**ECIF**”) to deploy Intune services for the Eligible Customer.

Per **Section H** of the Terms and Conditions, Program 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.

- m. See the Rate Card below for milestone payment values.
- n. PAYMENT TERMS
- o. Incentive earning reports will be reconciled on or about the last day of each month and published to the [Partner Statement](#) site for each Program Partner earning incentives in that reporting period.
- p. Microsoft calculates incentives within 45 days of the last day of the earning month. Payment for milestones achieved is initiated within five business days of the earning statement publication date.

- q. Payments will be processed via Microsoft Payment Central ("**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.
- r. The payments will be made in local currency. The rate of conversion for USD (US Dollar) to transaction currency will be based on Microsoft's budgeted exchange rate for the current fiscal year.
- s. Any payments provided under this Program are independent of any other payments due under any other Microsoft payment programs.

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.

- t. 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.
- u. 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.

2) 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 receipt of payment 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, and any later disputes will not be accepted.
- b. Program Partners removed from Program are not eligible to dispute the final payment statement. The last payment will be considered final, and no correspondents 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 incentive 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 enrollments outlined in this Program, Microsoft may:
 - i. Withhold Program incentive earnings from subsequent payments under this Program (or any successor agreement),

3) RATE CARD

| | | |
|--|--------------------|-----------------------|
| Program Partner must submit SOWs and have them approved before engaging with the customer. SOW and device purchase | Description | Incentive Rate |
|--|--------------------|-----------------------|

| | | |
|--|--|-----------------------------|
| order must be submitted and approved and POE and receipt of inspection and/or invoice submitted no later than six (6) months after SOW or June 30, 2027, whichever is earlier. Incentive Lever | | |
| Lever 1A: 3P Device Incentive | Eligible transactable offer achieves a minimum amount of 1,000 3P devices* sold within 6-month timeframe or June 30, 2027, whichever is earlier. | USD \$10 per unit |
| Lever 1B: Intune Deployment (<i>must achieve Lever 1A</i>) | Eligible transactable offer achieves criteria in Lever 1A, and a minimum of $\geq 85\%$ of Qualified Devices purchased deployed through Intune incremental enrollment by Program Partner within 6-month timeframe or June 30, 2027, whichever is earlier. | USD \$8 per unit |

***3P Device Incentive** includes Windows devices manufactured by one of the following third-party device partners: HP, Dell, Lenovo or Lenovo Group, Acer, Asus, Samsung, JP-IK, Dynabook and Mouse Computer Japan (MCJ).

a. Execution Scenario Examples

1. **Windows Device Sale Only (Example):** The Program Partner submits an Eligible Customer registration for a 1,000-device activation. There is no Intune device deployment.
 - a) Payment: SOW and device purchase order are submitted and approved, and the POE and receipt of inspection and/or invoice are submitted and approved. The Program Partner will be paid \$10,000 (1,000 devices * \$10).
 - b) The total payment will be \$10,000.

| Amount Windows Device Sale Only Example Payout Logic | | |
|--|----------|--|
| Program Partner Payment Milestone | Amount | Windows Device Sale Only Example Payout Logic |
| Lever 1A Payment: 3P Device Incentive | \$10,000 | 3P Device Sale only activity (Lever 1A) = \$10/3P Device Sale: 1,000 (1,000* \$10= \$10,000) |

| | | |
|--|-----------------|---|
| Lever 1B Payment: Intune Deployment | \$0 | Intune Deployment (Lever 1B) = no deployment, \$0 payment |
| Total Payment | \$10,000 | Total payment = \$10,000 |

2. **Windows Device Sale with Intune Deployment of 85% or Higher (Example):** The Program Partner submits an Eligible Customer registration for a 1,000-device deployment. Windows Device Sales (\$10 per device) + Device Enrollment (\$8 per Intune Seat Activation):

To be paid the \$8 per device enrolled in Intune, will need to enroll at LEAST 85% of the number of devices sold. The business understands that the enrolled devices may not be the exact same devices that were sold.

- a) Lever 1A 3P Device Payment: SOW and device purchase order are submitted and approved. The Program Partner will be paid \$10,000 (Devices: 1,000*\$10) (Refer to Lever 1A)
- b) Lever 1B Intune Deployment Payment: POE, receipt of inspection and/or invoice are submitted and approved. POE and Microsoft telemetry reflect the Program Partner deployed Intune incremental enrollment to 850 devices; 85% of the 1,000 devices. The Program Partner will be paid: \$6,800 (850 Intune Seats Activated (850*\$8))(Refer to Lever 1B).
- c) The total payment will be \$16,800

| Program Partner Payment Amount Milestone | Amount | Enrollment Only, Exceeding SOW Expectations Example Payout Logic |
|--|-----------------|---|
| Lever 1A Payment: 3P Device Incentive | \$10,000 | Windows Device Sale only activity (Lever 1) = \$10/3P Device Enrollment: 1,000 devices (1000* \$10= \$10,000) Total 3P Device Payment = \$10,000 |
| Lever 1B Payment: Intune Deployment | \$6,800 | Number of actual Windows Devices enrolled = \$8/Device Intune Deployment: Minimum 85% device incremental enrollment (850*\$8=\$6,800) (Refer to Lever 1B) Total Intune Deployment Payment = \$6,800 |
| Total Payments | \$16,800 | Total Payment = \$16,800 (\$10,000+\$6,800) |

3. **Windows Device Sale with Intune Deployment of less than 85% (Example):** The Program Partner submits an Eligible Customer registration for 1,000-device sales with 500 Intune Seat activations (Less than 85% device incremental enrollment disqualifies for Lever 1B payment)

- a) Lever 1A Device Payment: SOW is submitted and approved. The Program Partner will be paid \$10,000 only (3P Device Sale: 1,000 * \$10=\$10,000)

b) The total payment will be \$10,000

| Program Partner Payment Milestone | Amount | Windows Device Sale with Intune Enrollment of less than 85% Example Payout Logic |
|--|----------|--|
| Lever 1A Payment: 3P Device Incentive | \$10,000 | Windows Device Sale only activity (Lever 1) = \$10/3P Device Enrollment: 1,000 devices (1000* \$10= \$10,000) Total Payment #1 = \$10,000 |
| Lever 1B Payment: Intune Deployment | \$0 | Number of actual Windows Devices enrolled = \$8/3P Device Enrollment: Minimum 85% device Intune deployed (1000 3P devices sale 1000*85%=850) Actual enrollment is 500 . Does not qualify for payment. Below 85% device incremental enrollment deployment. Total Intune Deployment Payment = \$0 |
| Total Payment | \$10,000 | Total Payment = \$10,000 (\$10,000+\$0) |