



FY25 GMMIP (GIGA 2.0 Modern Management Incentive Program)

(“Campaign”)

Microsoft global (Japan) and selected Microsoft Certified Partners

Microsoft hereby offers partners who meet the eligibility requirements set forth below the opportunity to participate in the Campaign, subject to the terms and conditions set forth in: (i) this Term Sheet; (ii) the applicable ODR Local Channel Incentive (OSIS) Program Guide; and (iii) the GMMIP Partner Program and all documents incorporated therein (collectively the “**Agreement**”). The terms of this Agreement are the complete and binding terms applicable to the Campaign and may not be amended or changed except as provided in the Agreement.

Unless terminated earlier, as set forth herein, the Campaign shall remain in effect and available only during the Campaign Term as set below. Participation in the Campaign is entirely voluntary, Company retains sole discretion to set prices for Eligible Products. Company agrees that it will be bound by and will comply with the Agreement if it: (i) chooses to participate in the Campaign and notifies MS of the same; (ii) accepts Incentives; or (iii) otherwise complies with the Term Sheet. Capitalized terms not defined in this Term Sheet, have the defined meaning in the Agreement.

Campaign Term (Dates inclusive)	
Start Date	July 1, 2024
End Date	June 30, 2027

Program eligible to the deal that the public tender has been concluded after the start day and before end date.

Eligibility
Company is eligible to participate in the Campaign only if Company: Fully complies with the Agreement; and (a) Has a valid Microsoft Partner ID and the applicable distribution agreement.

Campaign Details		
Campaign	This Term sheet applies to GMMIP (Campaign ID: TBD) in the Country identified above.	Incentive (per unit, USD) \$10.00
Eligible Products and Incentive	Eligible Product Description/PFAM	\$8.00
	Microsoft Windows Device (third party: OEM/ODM)	
	Intune for Education (modern management solution)	

Campaign Criteria	<ul style="list-style-type: none"> The funds disbursed, disbursable, or made available to Company by MS (“Incentives”) are available for total Eligible Product sold to each Eligible Reseller in a calendar quarter, in the Country identified above. Microsoft will <i>invite</i> eligible, selected partners to participate in the GMMIP program. Microsoft will publish, via Device Partner Center or partner landing page in Japan GIGA website, a list of directly enrolled Managed Retailers and Managed Resellers for Company’s use. Directly enrolled Managed Retailer and Managed Reseller Exclusion list is available on the Device Partner Center (DPC) site: OSIS Program Resources Maximum one Incentive for each unit of Eligible Product sold across all Local Channel Incentives programs in the Country identified above.
Partner Eligibility	<p>Partner Agreement</p> <ul style="list-style-type: none"> Active Microsoft Partner Agreement (MPA). Valid and complete identification, tax and banking information submitted and accepted by Microsoft. <p>Partner Certification</p> <ul style="list-style-type: none"> Mandatory to take GIGA solution partner certification and valid period. Mandatory to take Zerotouch device management partner certification and valid period. <p>Performance Threshold</p> <ul style="list-style-type: none"> Actively a Microsoft DPS or GPS reseller, providing coverage in Japan Demonstrated deployment capability and Intune service capable Ability to offer onsite and/or remote deployment services and support Maintains a staffed service desk during core business hours <p>Program Execution Criteria</p> <p>Partner agrees to/that:</p>

	<ul style="list-style-type: none"> • Offer Lever 1A and/or Lever 1B (as defined by the program terms and conditions) to all customers • Offer Intune deployment services to end customer • A third-party Windows device is sale required for all program claims 																
Payable on	<p>Net Sell-Out, which means the gross number of Eligible Products sold to a Reseller or Sub distributor less any Eligible Product returned during the Campaign Term.</p> <p>Payment made upon engagement completion with SOW and POE. 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.</p>																
Payment Calculation	<p>The Investment payment will be calculated on the Net Sell-Out quantity of Eligible Product sold during the Campaign Term, on the units of Eligible Product sold, that meet the requirements of the Campaign, multiplied by the Incentive per unit.</p> <p>Measure and Reward</p> <table border="1"> <thead> <tr> <th>Incentive lever**</th> <th>Description</th> <th>Incentive Rate</th> <th>Max cap</th> </tr> </thead> <tbody> <tr> <td>Lever 1A: Device Win-back Incentive (baseline)</td> <td>Eligible transactable offer achieves a minimum amount of 1,000 3P devices sold (activated) thru channel during the Incentive Term****</td> <td>USD \$10 per unit</td> <td>USD \$180,000 per registration</td> </tr> <tr> <td>Lever 1B: Device Win-Back + Intune Deployment</td> <td>Eligible transactable offer achieves criteria in <u>Lever 1A</u>, and a minimum of 1,000 devices deployed through Intune by partner during the Incentive Term*</td> <td>USD \$8 per unit</td> <td>USD \$324,000 per registration</td> </tr> <tr> <td></td> <td></td> <td>TOTAL: \$18 Per unit</td> <td></td> </tr> </tbody> </table> <p>**Refer to the GMMIP Terms & Conditions (coming soon) for full eligibility.</p>	Incentive lever**	Description	Incentive Rate	Max cap	Lever 1A: Device Win-back Incentive (baseline)	Eligible transactable offer achieves a minimum amount of 1,000 3P devices sold (activated) thru channel during the Incentive Term****	USD \$10 per unit	USD \$180,000 per registration	Lever 1B: Device Win-Back + Intune Deployment	Eligible transactable offer achieves criteria in <u>Lever 1A</u> , and a minimum of 1,000 devices deployed through Intune by partner during the Incentive Term*	USD \$8 per unit	USD \$324,000 per registration			TOTAL: \$18 Per unit	
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Audit Terms	<p>During the Term of this Agreement and for two (2) years thereafter, Microsoft or its authorized agents may review or audit such records to verify compliance with the Agreement and Campaign. Company will provide additional documentation or other information as MS may reasonably request. Company will make records available for review or audit ten days after MS written request.</p>																

Required Reporting & POE	
<p>Company must execute required sales activities to be eligible for the incentive and provide Proof of Execution (POE).</p> <p>Required: Sell Windows devices and/or execute Intune deployment of said devices.</p> <p>POE: See T&Cs for full POE details.</p> <p>Partner will execute required (POE) and required activities in collaboration with local Microsoft Partner Sales Executive.</p>	

Payment

Microsoft calculates incentives within 45 days of the last day of the earning month. Payment for milestones achieved is initiated within 5 business days of the earning statement publication date. Payments will be processed via Microsoft Payment Central and released to the Program Partner in accordance with Payment Central standard processes.

Overpayment. If Microsoft overpays Incentives to Company, Microsoft will deduct the amount of overpayment from Incentives for the subsequent period to the extent possible. For any Microsoft overpayment which cannot be deducted from subsequent payments, Company will pay Microsoft the amount of overpayment within 45 days after Microsoft notifies Company of the overpayment.

Underpayment. Partner must notify Microsoft of underpayment within 90 days of payment. If Microsoft underpays Incentives, Microsoft will pay the amount of the underpayment within 45 days after Company notifies Microsoft of the underpayment.

Disputes. Company has 90 days from the date Incentives under dispute are posted on the Microsoft Partner Center to raise a request for re-calculation.

No Real-Time Accounting. Company understands and agrees that accounts in the Microsoft Partner Tool are updated on a regularly scheduled basis and that no real-time accounting is currently available.

Updates to Campaign, Term Sheet and Guide

- (a) Microsoft may make changes to the Campaign, Term Sheet or Guide for any or no reason upon 15 days' notice to Company before the changes become effective.
- (b) Unless otherwise specified by Microsoft, any updated or new version of the Campaign, Term Sheet or Guide will not have a retroactive effect and will only apply going forward for the remainder of the Campaign Term, or as otherwise specified in the new terms.

Term, Termination and Survival

- (a) **Term.** The Campaign and this Term Sheet shall continue during the Campaign Term unless terminated earlier as set forth herein. Microsoft shall have no obligation to Company for Incentives earned after either the Campaign or this Term Sheet terminates.
- (b) **Termination.** The Term Sheet may terminate prior to the end of the Campaign Term if: (i) the Agreement terminates for any reason; (ii) the Campaign terminates as provided herein; or (iii) it is terminated as set forth below.

- i. **Cause:** Either party may terminate this Term Sheet for material breach by the other party if the breach remains uncured following fifteen (15)-day written notice by the non-breaching party. Either party may terminate the Term Sheet immediately for breach of confidentiality by the other party.
- ii. **Convenience.** Either party may terminate this Term Sheet at any time for any reason by providing the other Party with at least thirty (30) days' advance written notice.

Except as expressly set forth herein, neither party will be responsible to the other for any costs or damages resulting from the termination of the Campaign or this Term Sheet. After termination, except as provided herein or in the Agreement, the parties shall have no further rights or obligations under this Term Sheet or the Campaign.

(c) Survival. Those sections of this Term Sheet which, by their terms are intended to survive termination, shall survive.