

Deal Registration Initiative Addendum for Collaboration & Business Intelligence, Database Platform, Application Platform and Web (external facing)

**BY SIGNING THIS ADDENDUM TO THE MICROSOFT PARTNER NETWORK (“MPN”) AGREEMENT, COMPANY REAFFIRMS ITS ACCEPTANCE OF THE MPN AGREEMENT (“Agreement”). COMPANY ALSO REPRESENTS THAT IT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS ADDENDUM (“Addendum”) WHICH IT ACCEPTS AND AGREES TO, INCLUDING THE TERMS SET FORTH IN THE CORRESPONDING DEAL REGISTRATION INITIATIVE PILOT GUIDE (“Initiative Guide”). COMPANY MUST ACCEPT THIS ADDENDUM BEFORE IT CAN PARTICIPATE IN THIS DEAL REGISTRATION INITIATIVE PILOT (“Initiative”).**

Microsoft Corporation (and its affiliates as appropriate) and Company agree to the following terms for its participation in this Initiative. Except as specifically stated herein, the Agreement terms apply to this Addendum. If there is any conflict between this Addendum and the Agreement, the provisions of this Addendum will control.

1. **Eligibility**

1.1 To participate in this Initiative as an “Initiative Advisor”, Company must be actively engaged in advising customers regarding computer software solutions and must otherwise meet all of the criteria outlined in the corresponding Initiative Guide. However, nothing in this Addendum restricts Company from supporting, promoting, distributing or using non-Microsoft software.

2. **Definitions**. The following definitions apply to this Addendum:

2.1 “**Advisor Fee**” means the payments made to Initiative Advisors on Products sold to Customers under the terms of this Addendum and the corresponding Initiative Guide.

2.2 **“Customer”** means the business entity or individual (other than Company or its affiliate) that enters into a Customer License for Licensed Software and/or services with Microsoft or one of its affiliates.

2.3 **“Customer License”** means the form of Microsoft technology license agreement that Microsoft, or one of its affiliates, specify for conveying Licensed Software and/or services to Customers.

2.4 **“Customer Order”** means the document by which the Customer (or its designee) requests Licensed Software and/or services.

2.5 **“Government Customer”** means all levels of governmental and public sector entities, agencies, and their political or administrative subdivisions. In many situations, educational institutions and hospitals are also included.

2.6 **“Initiative Guide”** means the Initiative Guide attached to this Addendum. The Initiative Guide outlines Initiative requirements and provides general information related to this Addendum. The Initiative Guide also outlines the presales support services and other services Company must perform in order to be eligible to receive an Advisor Fee, how to submit its request for an Advisor Fee, how the Advisor Fee is paid (*i.e.,* fee structure and fee schedule), and other related topics.

2.7 **“Licensed Software”** means the software and technology that Microsoft, or one of its affiliates, may designate for delivery through or with the assistance of an Initiative Advisor.

2.8 “**Microsoft**” refers to the Microsoft contracting entity for the Agreement and is determined by the county/region Company is located in as detailed below:

**For the United States**, **Canada and Latin America,** the entity is Microsoft Corporation.

**For Europe, the Middle East and Africa (EMEA)**, the entity is Microsoft Ireland Operations Limited.

**For Asia/Pacific including Australia and New Zealand (APAC)**, the entity is Microsoft Regional Sales Corporation.

**For Japan,** the entity is Microsoft Company, Limited.

**For Taiwan,** the entity is Microsoft Taiwan Corporation.

**For People’s Republic of China, the** entity is Microsoft (China) Company Limited.

**For Republic of Korea,** the entity is Microsoft Korea, Inc.

3. **Requirements**. As an Initiative Advisor, Company will be asked to:

3.1 Perform Customer advisory services for Microsoft as described in the Initiative Guide. The advisory services Company may be asked to perform by Microsoft or one of its affiliates may include presales needs assessments for Customers and post-sales implementation of the Licensed Software. If the assessment shows that the Licensed Software meets Customer’s needs and Company recommends Licensed Software to Customer (who accepts the recommendation), Company may also be asked to help its Customer through the applicable Microsoft licensing or services agreement process and place orders. Upon completion of these and other related services, Company will be entitled to receive an Advisor Fee as further described in the Initiative Guide.

3.2 Submit a claim for the Advisor Fee, including any required supporting documentation. In certain circumstances (see Section 4 below), where Company is receiving any compensation (money or otherwise) from the Customer for providing presales support, or if Company is servicing a Government Customer, Company is required to disclose to the Customer that it may earn fees from Microsoft for its presales services and obtain Customer’s written consent . When Microsoft requires confirmation that this disclosure has been made to Company’s Customer, Company will be asked to provide it to Microsoft before it receives its Advisor Fee.

4. **Consent; Conflicts of Interest.**

 4.1 Company must disclose in writing to its Government Customers that Company will be receiving an Advisor Fee from Microsoft for providing presales support and other services. This disclosure must be provided in writing to Company’s Government Customer and such Customer’s written consent obtained, before Company provides any advice relating to the applicable Licensed Software.

In addition, Company will not request payments under this Addendum related to a Customer (1 ) to which it owes an agency or fiduciary duty, be it contractual or legal in nature, related to the services that have allowed Company to earn Advisor fees, and (2) with which Customer could find itself in a conflict of interests due to this Addendum, unless in either instance the payments are not prohibited by applicable law and Company informs the applicable Customer in writing and the Customer provides its consent. Customer must provide Microsoft a copy of such notice and consent document together with the certification described in clauses 4.2 and 4.3 below. The disclosure must be provided in writing to Company’s Customer before Company provides any advice relating to the applicable Licensed Software.

4.2 Company must act in a manner that does not put Company’s interest in the Advisor Fee ahead of the Customer’s interest. Microsoft and Company agree that the Advisor Fee is not intended to pay Company to put Company’s interest ahead of the Customer’s interest.

4.3 As part of a request for any payment of fees under this Addendum, Company will certify in writing that it has complied with the obligations identified in Clauses 4.1 and 4.2.

4.4 Defense Obligation. Company will defend Microsoft against any Claims (as defined below). If there is an adverse final judgment (or settlement to which Company consents) resulting from any Claims, Company will pay it for Microsoft. “Claim” means any third party’s claims or allegations against Microsoft that arise out of or are connected with (i) any breach or alleged breach of clause 4.1. or 4.2. (ii) Company’s non-compliance or violation of the applicable local regulation and laws or (iii) any payment or benefit provided to the Company in connection with this Addendum. Microsoft will promptly notify Company in writing of the Claim and specify the nature of the Claim and the relief the third party seeks. Microsoft will give Company reasonable assistance in defending the Claim. At Microsoft’s option and cost, Microsoft may participate in the selection of counsel, defense and settlement of any Claims covered by this Section 4. If Microsoft decides to do this, Company and Microsoft will work together in good faith to reach decisions about which both parties agree. Company must have Microsoft’s written consent before settling any Claim. Microsoft will not unreasonably withhold its consent.

4.5 Compliance with Company’s obligations under this Section 4 is essential. If Company does not comply, Company materially breaches this agreement and Company must refund any Advisor Fee already paid to it as of the date of the material breach. Microsoft also retains all other legal and equitable remedies.

5. **Advisor Fees**.

    5.1 Advisor Fees and the requirements for earning them may vary by product, solution, country and/or region.

    5.2 Microsoft will not include any taxes or governmental charges Company may collect from the Customer in Microsoft’s calculation of Company’s Advisor Fee.

    5.3 Microsoft will review Company’s Advisor Fee claims and reserves the right to adjust or to reject the claim if Microsoft provides Licensed Software to a distributor or reseller for Company’s Customer at a discount at Company’s request.

    5.4 If a Customer receives a credit or refund from Microsoft or if Company receives overpayment, Company Advisor Fees may be adjusted. Microsoft will alert Company in these cases. Microsoft may deduct any overpayment from future Advisor Fee payments Company may claim. Company is responsible for promptly repaying Microsoft for any overpayment. If the amount of the overpayment is not paid or offset against Advisor Fee payments within a reasonable time, Microsoft may pursue alternative means of collection.

    5.5 The Advisor Fee Company receives includes any applicable goods and services tax, value added tax, sales tax, gross receipts tax, or any other tax that is applicable as a result of the services Company provides as an Initiative Advisor. As a result, it is solely Company’s responsibility to pay all applicable taxes related to the Advisor Fees it receives.

    5.6 Microsoft is not obligated to any third parties who might claim rights under this Addendum or to pay Advisor Fees to any person or business entity other than Company, unless Microsoft is ordered by a court of law to do so.

    5.7 Company is only eligible to receive an Advisor Fee for any Licensed Software or services Microsoft provides to Company’s Customers that are unrelated to Company or any Company affiliates.

    5.8 Company’s Customers may change the designated Initiative Advisor on a per-order basis. A Customer Order that elects a multi-year payment option (if available) is considered to be a single Customer Order that is paid over time. If a Customer changes its Initiative Advisor, it does not affect any multi-year payment option Advisor Fees Company may be entitled to, as long as Company has an effective Addendum. Company agrees that Microsoft will have no other liability to Company arising from a Customer’s decision to change its Initiative Advisor.

6. **Customer Licenses**.

    6.1 This Addendum does not give Company any title, interest, license or right in or to any Licensed Software or other Microsoft services. Company has no authority to vary the terms and conditions of any Customer License or services agreement.

    6.2 Microsoft expressly reserves the right to terminate any Customer's status as a Customer in the event the Customer fails to comply with the terms of any applicable Customer License or services agreement. Microsoft will promptly notify Company of the termination of any Customer for which Company is the then current Initiative Advisor. If Microsoft terminates a particular Customer’s status as a Customer, Company agrees to waive any claim against Microsoft for damages or lost profits resulting from the termination.

7. **Term and Termination**. This Addendum will take effect the later of the two signature dates. Unless terminated earlier, this Addendum will automatically end on the termination date of Company’s Agreement. Company agrees that Company has no expectation that this Addendum will be renewed or that Microsoft will enter into a new Addendum with Company.

8. **Changes to the Addendum and Administration.** Microsoft reserves the right to change how the Advisor Fees are calculated. However, if Microsoft changes how the fees are calculated, Microsoft will give Company at least 30 days prior written notice.

Microsoft reserves the right to make other updates or changes to this Addendum, and the subject matter herein, including without limitation the Initiative Guide and the Initiative web site, when available. For any updates or changes to the Addendum that are not provided to Company directly, Company is responsible for checking the Initiative web site periodically for notification of such updates or changes. Further, when the Initiative web site is updated or changed, Company agrees to be bound by the updates or changes as of the date the updates or changes are posted, but the updates or changes shall not apply retroactively.

**IN WITNESS WHEREOF**, the Company has caused this Addendum to be executed by their duly authorized representatives.

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