

# FY16 Enterprise Mobility Suite (EMS) Adoption Offer Terms & Conditions

*Updated March 1, 2017*

This document sets forth details of the FY16 EMS Adoption Offer ("**Offer**"), including eligibility requirements and the obligations for both Microsoft Corporation ("**Microsoft**") and the participating customer ("**Customer**"). By participating in the Offer, Customer has indicated acceptance of these terms and conditions.

## Scope of Offer

As detailed below, if Customer meets the eligibility requirements of the Offer, Customer may be eligible to benefit from an adoption investment paid by Microsoft directly to Microsoft Consulting Services, or a qualified silver or gold Cloud Productivity Competency Partner, Enterprise Mobility Management Partner, or Devices & Deployment Competency Partner (each, a "**Partner**"). Partner must also be an approved Microsoft Business Incentive Fund (BIF) Supplier to participate.

## EMS Adoption Offer Terms

### Funding Uses

Eligible Offer Partners must apply funding toward driving 15% Active Seat Usage ("**ASU**") on behalf of an eligible Customer, on any one of the following single workloads (Enterprise Mobility Suite for Intune or Azure Active Directory Premium "**Eligible Workloads**").

- Azure Rights Management Services is not an approved workload for this Offer and any Active Seat Usage will not be funded.

### Eligible Funding

The Partner may receive the following funding based on the number of eligible seats the new EMS Customer purchases between September 1, 2015 and June 30, 2016 ("**Offer Period**"). Customers must purchase at least 150 seats to qualify for funding ("**Offer Funds**").

- \$15 per seat for seats up to 1000 seats, then
- \$5 per seat for seats 1001 and above seats
- Maximum funding is \$60,000 per Customer

Examples:

- Customer purchases 2,000 eligible seats, the Partner may receive \$15,000 for the first 1,000 seats and \$5,000 for the remaining 1,000 seats, for a total of \$20,000.
- Customer purchases 12,000 eligible seats, the Partner may receive \$15,000 for the first 1,000 seats and \$45,000 for the remaining 11,000 seats, not \$55,000. The Partner is only eligible for \$60,000 as the maximum funding for this offer.

## Adoption Milestones & Activities

Here are examples of activities that partners may conduct to attain the desired outcome of 15% Active Seat Usage:

- Partner led project management and delivery services
  - Line of Business applications across workloads (Enterprise Mobility Suite for Intune and Azure Active Directory Premium)
- Partner led change management, communications and training
  - Draft the vision, outline business objectives, and success measures for adoption jointly with the customer and obtain buy-in from an executive sponsor.
  - Define how Enterprise Mobility Suite and Secure Productive Enterprise can help achieve the vision with proposed usage scenarios across specified Eligible Workloads
  - Prioritize and define a phased rollout approach across the user base with a plan for communication, readiness, and community strategies
  - Execute official launch events, training, brown bag sessions etc. with participation from executive sponsors and defined champions
  - Conduct a success assessment during and post execution of the adoption plan to capture employee feedback, lessons learned, and success stories

Before a Partner will be eligible to receive investment funds through this offer, the Partner must satisfy each of the following milestones for Customer Active Seat Usage to be considered complete, including:

- The Partner must provide a Customer verified Adoption Plan or Customer verified Success Plan at [fasttrack.microsoft.com](https://fasttrack.microsoft.com)
- Milestone 1 payment (one-third of funding amount)
  - A single Eligible Workload with ASU measured on or above 5%
- Milestone 2 payment (two-thirds of funding amount)
  - A single Eligible Workload with ASU measured on or above 15%
    - Working with Customer to establish a minimum of 15% of users (from total eligible EMS purchased SKUs during the Offer Period) who are actively using a single Eligible Workload of the eligible EMS seats.
    - Example: If a Customer purchases 2,000 eligible Enterprise Mobility Suite SKUs, the Customer must have at least 300 users actively using a single Eligible Workload.
    - Example: If a Customer purchases 400 SKUs of Enterprise Mobility Suite, 500 SKUs of Secure Productive Enterprise and 500 SKUs of Secure Productive Enterprise from SA, for a total of 1400 SKUs, the Customer must have at least 210 (15% \* 1400) users actively using a single Eligible Workload or a combination of two or more across unique users

For further clarification, the following are details of what constitutes “Active Seat Usage” for the Eligible Workloads:

- Intune Usage = (# users with one or more devices enrolled + users targeted with MAM policy) / Paid Licenses
  - AADP (AADP) Usage = Distinct users across
    - Users who have access/launches SSO for a 3<sup>rd</sup> party (non O365) SaaS app once in the last 28 days
    - Users configured for Self Service Password Reset
    - Users configured for Multi-Factor Authentication
    - Total AADP usage = sum of the above 3 components / Paid Licenses
- Azure Rights Management Services is not an approved workload for this Offer and any Active Seat Usage will not be funded.

### Customer Eligibility Requirements

The customer must be new to EMS and purchase at least 150 seats of the eligible SKUs (“**Eligible Purchase**”). Customers that make an Eligible Purchase through Cloud Solution Providers will also be eligible for this Offer. Customer may satisfy this minimum by aggregating any number of separate transactions that occur during the Offer Period. The funds for which a Partner is eligible will be based on the total number of eligible seats Customer purchases by the end of Offer Period. For example, if a Customer purchases 100 SKUs on October 1, 2015 and 200 SKUS on March 1, 2016, the partner will be eligible for \$4500 on March 1, 2016 based on meeting the 150 seat minimum purchase and reaching 300 seats of qualified SKU purchases.

- 1) The Offer only applies toward driving Active Seat Usage of Eligible Workloads from eligible SKUs (Enterprise Mobility Suite, Secure Productive Enterprise, and Cloud Productivity S4) that a new EMS customer purchases during the Offer Period.
- 2) If an eligible workload is at 15% ASU or greater at the time of the funding request, the request will be declined. Partners will not receive funding to drive an incremental 15% ASU.
- 3) An eligible partner must secure Offer funds in an approved Purchase Order before they may begin to deliver the Adoption services paid for by this Offer. Microsoft Procurement Policy mandates an approved Purchase Order must be in place before any fee-based work is to commence. Per this Offer’s controls and compliance rules, no POs will be processed in after-the-fact (ATF) scenarios,
- 4) Partner has completed Active Seat Usage within 12 months of the initial qualifying purchase (**Funds Expiration date**) or before the end of Customer’s current eligible agreement term, whichever comes earlier. If the agreement is expiring during the 12 months from the initial

qualifying purchase, the qualifying SKUs must be renewed in order for the funding to continue for the full 12 months from the initial qualifying purchase.

- 5) The amount of Adoption Offer funding is calculated based on the number of qualifying SKUs purchased by each new EMS customer during the Offer time period.
- 6) Customers that have previously participated in an Enterprise Mobility Suite or Secure Productive Enterprise trial may be eligible to receive funding if they make a qualified purchase during the Offer Period. They may also have between 0% active seat usage and 2% active seat usage on an eligible workload.
- 7) Customers that used funding from the FY15 EMS Deployment Offer are not eligible for funding under this Offer.
- 8) Adoption investment is on a per-tenant basis and is only eligible for one new tenant per Customer.
- 9) For instances where multiple tenants are required under a single Top Parent ID for separate entities with separate IT departments, the offer may be available for each net new tenant.
- 10) The potentially qualifying transaction must not involve a Customer that may create a conflict of interest.
- 11) Customers that qualify for the FY16 Office 365 Adoption Offer may also receive funding under that Offer, per the Offer's terms and conditions.

## **Payment**

Partners may invoice for the investment funds of this offer when Active Seat Usage milestones have been reached. The first invoice may be submitted upon achieving 5% Active Seat Usage of purchased eligible SKUs. Upon verifying 5% Active Seat Usage, the Partner may receive one-third of the eligible Offer funds. The final invoice may be submitted upon achieving the full 15% Active Seat Usage of purchased eligible SKUs. Upon verifying the full 15% Active Seat Usage, the partner may receive the remaining two-thirds of the eligible Offer funds.

A Partner must submit an investment request to Microsoft no later than 45 days before the Funds Expiration date or before end of Customer's current eligible agreement term or before March 31, 2017, whichever comes earlier. The submission date will be the date and time the submission is recorded by Microsoft.

Microsoft will confirm active use prior to approving payment to a Partner. Microsoft may also verify other metrics, including data migration, Customer feedback, etc. No funds will be paid out until the Partner has completed all necessary required deployment work.

All adoption investment funds will be paid by Microsoft directly to the Partner in local currency based on published Microsoft exchange rates and disbursed semi-monthly. For all related payments received from this Offer, the Partner is solely responsible for reporting and paying all applicable taxes (such as value added tax, sales tax, gross receipts tax, or any other tax) that may be required under any applicable laws. Customer should consult a tax advisor with any questions

or concerns about the applicable taxes related to this offer and agrees to indemnify and hold Microsoft harmless for any damages arising from Customer's failure to timely pay such taxes.

The adoption investment associated with this Offer may or may not cover the full cost of driving Active Seat Usage. If a Partner's cost to drive Active Seat Usage exceeds the amount of the adoption investment funds associated with this Offer, the Partner may seek to recover from Customer the difference between the Partner's cost and the adoption investment funds it receives from Microsoft. By choosing to participate in the Offer, Customer and Partner acknowledge this and agree to indemnify and hold Microsoft harmless from any claims related to a Partner's cost in excess of adoption investment funds.

### **Adjustment to Payments**

If a Partner receives an overpayment of adoption investment funds from Microsoft, or if Microsoft finds that payments were made to Partner for adoption that was not completed in full compliance with this Offer, Microsoft may adjust or deduct sums from future payments to the Partner or require that the Partner repay such funds to Microsoft.

### **Publicity**

Customer may be offered to be featured in a written case study and other promotional materials, detailing Customer's selection and use of Microsoft technologies; including Company quotes, logos and imagery. Customer's approval to be featured in publicity would be required before any publicity occurs.

### **Sharing of Information**

Customer agrees to share information with Microsoft about forecasts and progress of Adoption upon request.

### **Voiding of Offer**

Any non-compliance with the terms of this Offer will void the Offer. In such circumstances, the Partner will have to refund to Microsoft all adoption investment funds Microsoft has paid to the Partner pursuant to the Offer. Microsoft also reserves the right to pursue all other legal and equitable remedies available under applicable law.

### **Offer Disputes**

For any disputes regarding the Offer or any payments relating to the Offer, Customer must contact Microsoft in writing by completing a support request via [fasttrack.microsoft.com](https://fasttrack.microsoft.com) or emailing [svcems@microsoft.com](mailto:svcems@microsoft.com) within 30 days of the disputed payment or event. After 30 days, the Offer and all payments relating to the Offer shall be treated in all respects as final.

### **Indemnity**

Customer will at all times indemnify Microsoft against any loss, costs, expenses or liability, whether direct or indirect, arising out of the breach of the terms of this Offer by Customer. This indemnity will survive the expiration or termination of the Offer.

## **Liability**

All adoption assistance services provided under this Adoption Reimbursement Offer will be performed by Partners under separate agreement between the Partner and Customer. Although the Partners have been approved by Microsoft to participate in this Offer, the Partners (except for Microsoft Consulting Services (MCS)) are not affiliated with Microsoft and do not have authority to bind or impose any obligation or liability on Microsoft. Except as otherwise set forth in a separate agreement between Microsoft and Customer, to the maximum extent permitted by applicable law, Microsoft will not be liable for any damages arising from the Adoption services that may be provided by a Partner in connection with this Offer.

## **Termination of or Changes to Offer**

Microsoft, in its sole discretion, may terminate, modify, or revise the terms of this Offer at any time. Modifications may include, but are not necessarily limited to, the SKUs eligible for the Offer, the amount of adoption investment funds included in the Offer, or the Customer's eligibility for the Offer. Customer may terminate its participation in the Offer at any time by notifying Microsoft in writing. Microsoft will not distribute any adoption investment funds as part of this Offer for qualifying transactions submitted by Customer after termination of Customer's involvement in the Offer.

## **Applicable Law**

The laws of the State of Washington govern the terms of this Offer.

## **Relationship of the Parties**

Neither the terms of this document as a whole nor any specific term or condition relating to the Offer will be interpreted as creating a partnership, joint venture, agency or franchise between Microsoft and Customer.

## FY16 EMS Adoption Offer Eligible SKUs

*Please refer to Customer Eligibility Requirements above for SKU questions*

SKU #	SKU Name
AAA-10755	EntCloudSuite ShrdSvr ALNG SubsVL MVL Gov GovOnly PerUsr
AAA-10756	EntCloudSuite ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10719	EntCloudSuiteAddOn ShrdSvrALNG SubsVL MVL Gov GovOnly todeviceCoreCal
AAA-10720	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL todeviceCoreCal
AAA-10720	SPE E3 AddOn ShrdSvr ALNG SubsVL MVL todeviceCoreCal
AAA-10726	SPE E3 FromSA ShrdSvr ALNG SubsVL MVL Per Usr
AAA-10739	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL Gov GovOnly touserECAL
AAA-10740	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL touserECAL
AAA-10740	SPE E3 AddOn ShrdSvr ALNG SubsVL MVL touserECAL
AAA-10741	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL Gov GovOnly touserCoreCal
AAA-10742	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL touserCoreCal
AAA-10742	SPE E3 AddOn ShrdSvr ALNG SubsVL MVL touserCoreCal
AAA-10756	SPE E3 FromSA ShrdSvr ALNG SubsVL MVL Per Usr
AAA-10761	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL Gov GovOnly todeviceECAL
AAA-10762	EntCloudSuiteAddOn ShrdSvr ALNG SubsVL MVL todeviceECAL
AAA-10762	SPE E3 AddOn ShrdSvr ALNG SubsVL MVL todeviceECAL
AAA-11979	EntCloudSuiteGovAddOn ShrdSvr ALNG SubsVL MVL touserCoreCal
AAA-11980	EntCloudSuiteGovAddOn ShrdSvr ALNG SubsVL MVL touserECAL
AAA-11981	EntCloudSuiteGovAddOn ShrdSvr ALNG SubsVL MVL todeviceECAL
AAA-11982	EntCloudSuiteGov ShrdSvr ALNG SubsVL MVL PerUsr
AAA-11983	EntCloudSuiteGovAddOn ShrdSvr ALNG SubsVL MVL todeviceCoreCal
AAA-11984	EntCloudSuiteGovFromSA ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10725	EntCloudSuiteFromSA ShrdSvr ALNG SubsVL MVL Gov GovOnly PerUsr
AAA-10726	EntCloudSuiteFromSA ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10727	EntMobilitySte ShrdSvr ALNG SubsVL MVL GovOnly AddOn touserCoreCAL/ECAL
AAA-10728	EntMobilitySte ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL/ECAL
AAA-10733	EntMobilitySte ShrdSvrALNG SubsVL MVL GovOnly AddOn todeviceCoreCAL/ECAL
AAA-10734	EntMobilitySte ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL/ECAL
AAA-12531	EntprMobltySte Shared Alng MonthlySub Addon ToDvcCrCAL
AAA-12534	EntprMobltySte Shared Alng MonthlySub Addon ToDvcECAL
AAA-12536	EntprMobltySte Shared Alng MonthlySub Addon ToUsrCrCAL
AAA-12539	EntprMobltySte Shared Alng MonthlySub Addon ToUserECAL
GS9-00001	EntMobilitySteAddOnOpen ShrdSvr ALNG SubsVL OLV E 1Mth Acdmc AP Fclty
GS9-00002	EntMobilitySteAddOnOpen ShrdSvr ALNG SubsVL OLV F 1Mth Acdmc AP Fclty
GS9-00003	EntMobilitySteAddOnOpen ShrdSvr ALNG SubsVL OLV NL 1Mth Acdmc Stdnt
GS9-00004	EntMobilitySteAddOnOpen ShrdSvr SNGL SubsVL OLV NL 1Mth AP AddOn
GS9-00005	EntMobilitySteAddOnOpen ShrdSvr ALNG SubsVL OLV NL 1Mth AP AddOn
GS9-00006	EntMobilitySteAddOnOpen ShrdSvr ALNG SubsVL OLV D 1Mth AP AddOn
GS9-00007	EntMobilitySteAddOnOpen ShrdSvr SubsVL OLV D 1Mth AP AddOn
7U5-00003	EntMobilitySteFromSA ShrdSvr ALNG SubsVL MVL Gov GovOnly PerUsr forSAB
7U5-00004	EntMobilitySteFromSA ShrdSvr ALNG SubsVL MVL PerUsr forSAB
AAA-11235	EntMobilitySteFromSA G ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10759	EntMobilitySteFromSA ShrdSvr ALNG SubsVL MVL Gov GovOnly PerUsr

AAA-10760 EntMobilitySteFromSA ShrdSvr ALNG SubsVL MVL PerUsr  
AAA-10731 EntMobilitySteFull ShrdSvr ALNG SubsVL MVL Gov GovOnly PerUsr  
AAA-10732 EntMobilitySteFull ShrdSvr ALNG SubsVL MVL PerUsr  
GS7-00001 EntMobilitySteOpen ShrdSvr SNGL SubsVL OLV NL 1Mth AP  
GS7-00002 EntMobilitySteOpen ShrdSvr ALNG SubsVL OLV NL 1Mth AP  
GS7-00004 EntMobilitySteOpen ShrdSvr ALNG SubsVL OLV D 1Mth AP  
GS7-00005 EntMobilitySteOpen ShrdSvr SubsVL OLV D 1Mth AP  
GS7-00008 EntMobilitySteOpen ShrdSvr ALNG SubsVL OLV NL 1Mth Acdmc Stdnt Stdnt  
GS7-00009 EntMobilitySteOpen ShrdSvr ALNG SubsVL OLV E 1Mth Acdmc AP Fclty  
GS7-00010 EntMobilitySteOpen ShrdSvr ALNG SubsVL OLV F 1Mth Acdmc AP Fclty  
AAA-11232 EntMobilitySte G ShrdSvr ALNG SubsVL MVL AddOn touser CoreCAL/ECAL  
AAA-11234 EntMobilitySte G ShrdSvr ALNG SubsVL MVL AddOn todevice CoreCAL/ECAL  
AAA-12523 EntMobSteG Shared Alng MonthlySub Addon ToUsrCrCAL  
AAA-12529 EntMobSteG Shared Alng MonthlySub Addon ToDvcCrCAL  
AAA-12532 EntMobSteG Shared Alng MonthlySub Addon ToDvcECAL  
AAA-12537 EntMobSteG Shared Alng MonthlySub Addon ToUsrECAL  
AAA-11233 EntMobilitySte Full G ShrdSvr ALNG SubsVL MVL PerUsr  
3LP-00002 EntMobilitySte ShrdSvr ALNG SubsVL MVL AddOn toCoreCAL/ECAL  
3LP-00003 EntMobilitySte ShrdSvr ALNG SubsVL MVL Gov Promo AddOn toCoreCAL/ECAL  
3LP-00004 EntMobilitySte ShrdSvr ALNG SubsVL MVL Promo AddOn toCoreCAL/ECAL  
9Y2-00001 EntMobilitySteG ShrdSvr ALNG SubsVL MVL AddOn  
AAA-05871 Shared OLS VLCorp  
AAA-09951 EntprMobltySte Shared OLS VLCorp  
AAA-09967 Shared OLS VLCorp  
AAA-10384 EntMobSte CorCalECAL Addon Cloud Subs  
AAA-10617 EntMobSteG Shared OLS VLCorp  
AAA-10711 EntMobSte Per User Cloud Subs  
AAA-11313 Shared OLS DirectCorp  
AAA-11427 EntprMobltySte Shared OLS MSP Crprt Tier 1  
AAA-11490 EntMobSteFrSA G Shared OLS VLGovt  
AAA-11493 EntMobSteUSL G Shared OLS VLGovt  
AAA-11494 Shared OLS DirectCorp  
AAA-11795 EntprMobltySte Shared OLS DirectCorp Trial  
AAA-12240 EntMobSte from SA Per User Cloud Subs  
AAA-12422 EntprMobltySte Shared OLS MSPGvrnmnt Tier 1  
AAA-12941 EntprMobltySte Direct  
AAA-12967 EntprMobltySte MonthlySub  
AAA-12969 EntMobltySteSA MonthlySub  
AAA-12970 EntMobSteFrSA G MonthlySub  
AAA-12971 EntprMobltySte MonthlySub  
AAA-12972 EntMobSteG MonthlySub  
AAA-12986 EntMobSteUSL G MonthlySub  
GS7-00003 EntMobilitySteOpen ShrdSvr SNGL SubsVL OLP NL Annual Qlfd  
GS7-00006 EntMobilitySteOpen ShrdSvr SubsVL OLP NL Annual Gov Qlfd  
GS7-00007 EntMobilitySteOpen ShrdSvr ENG SubsVL OLP NL Annual LclGov Qlfd  
GS7-00011 EntMobilitySteOpen ShrdSvr SNGL SubsVL OLP NL Annual Acdmc Fclty Qlfd  
GS9-00008 EntMbltySteAddOnOpn ShdSvr SNGL SbsVL OLP NL Annl Acdmc Fclty AddOn Qlfd



GS9-00009	EntMobilitySteAddOnOpen ShrdSvr SNGL SubsVL OLP NL Annual AddOn Qlfd
GS9-00010	EntMobilitySteAddOnOpen ShrdSvr SubsVL OLP NL Annual Gov AddOn Qlfd
GS9-00011	EntMobilitySteAddOnOpen ShrdSvr ENG SubsVL OLP NL Annl LclGov AddOn Qlfd
AAA-13511	Cloud Productivity S4 From SA USL
AAA-13510	Cloud Productivity S4 USL