Microsoft Teams Room Program

Terms and Conditions

July 14, 2026

Overview

These terms and conditions ("**Terms and Conditions**") contain the requirements to participate in the Microsoft Teams Room Program ("**Program**"). 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).

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 and the updated Terms and Conditions.

Program Summary

The Program is an opportunity for Program Partners (as defined below) to participate in quarterly approved activities to promote genuine Microsoft Product and services ("**Investment Activities**") (as defined in **Exhibit A**) through the Microsoft Teams Room (MTR) ("**Program**"), which offers discretionary marketing funds to eligible and participating Program Partners. The Program runs from July 1, 2026, through June 30, 2027 ("**Program Term**").

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, 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, and (unless stated otherwise herein) shall be governed by the Program Partner's Microsoft AI Cloud Partner Program Agreement. 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

PARTNER ELIGIBILITY

To be eligible for consideration for the Program, the Microsoft Teams Room Sponsor will determine eligible partners who must meet the requirements listed below (“**Eligibility Requirements**”).

Program Partner Eligibility Requirements

Partner must:

1. Be invited by Microsoft to join the Program,
2. Have accepted the FY27 Meeting Rooms Terms (MTR) and Conditions, and
3. Agree to complete Payment Central onboarding and profile setup.

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

PROGRAM ENROLLMENT

Participation in the Program is by invitation only. “**Program Partner**” means those Eligible Partners who have accepted Microsoft’s invitation to participate in the Program. An invitation to participate in the Program is at Microsoft’s sole discretion, taking into consideration Eligible Partner’s level of performance against the Eligibility Requirements, Eligible Partner location, and Eligible Partner expertise. If the Program is at capacity when an Eligible Partner achieves the Eligibility Requirements, they may be renominated, if eligible, in the next fiscal year. Available Program capacity does not guarantee an invitation to join the Program, and Program capacity may change during Program Term in Microsoft’s sole discretion.

PROGRAM PERFORMANCE REQUIREMENTS

Program Partner Responsibilities

Program Partners are responsible for engaging in approved FY27 Marketing Tactics by completing the following (“**Program Partner Responsibilities**”):

1. Engaging in approved quarterly Marketing Tactics,
2. Delivering the required KPIs
3. Completing Payment Central onboarding and profile setup; and
4. Submitting the required Proof of Execution (POE) and accessory documents to provide engagement data through the FastTrack Partner Community Portal.

Program Non-Compliance

Non-compliance with any of the Program Partner Responsibilities may lead to removal from the Program.

PROGRAM COMPENSATION

Discretionary marketing funds are set forth in **Exhibit A** and are available to Program Partners in compliance with the Program performance requirements listed above. Discretionary marketing funds and performance requirements may be updated from time to time during the Program Term.

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 a compensation opportunity. Program Partner also acknowledges and accepts 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 voluntarily.

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.

PROGRAM COMMUNICATIONS

1. Microsoft will send Program communications via email, including automated email distribution systems, and the Partner Community Portal, and/or 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 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 partner feedback to improve the Program. Participation in such surveys is voluntary but encouraged.
3. Microsoft may provide Program Partners with an opportunity to share input and feedback directly during small group discussions.
4. Microsoft will distribute, via email, in person during the event session, , 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.

LIMITATION OF LIABILITY

Without prejudice to any terms of the Microsoft AI Cloud Partner 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 I** (Limitation of Liability) shall survive the termination and expiry of this Program.

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. 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 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 qualify for Program activities.
4. **Microsoft Payment Obligations**. In the event Microsoft terminates Program Partner participation in the Program, Microsoft shall pay any compensation due which accrued prior to the date of notice of termination in accordance with the applicable terms set forth for

such compensation in **Exhibit A** but shall not be required to make any further payments hereunder.

PRIVACY AND PROTECTION OF PERSONAL INFORMATION

Your privacy is important to us. Please read the Microsoft 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.

MISCELLANEOUS

1. Program Partner will comply with applicable laws, regulations and Microsoft policies, including Microsoft's Anti-Corruption Policy available at policies, including Microsoft's Anti-Corruption Policy available at: Commitment to Anti-Corruption and Anti-Bribery | Microsoft Legal.
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 FastTrack Program will be governed by the Microsoft APIs Terms of Use.

FY27 DISCRETIONARY MARKETING FUNDS INVESTMENT PROGRAM EXHIBIT

FOR RESELLERS AND CHANNEL DISTRIBUTORS

Microsoft and the Partner wish to participate in activities to promote genuine Microsoft Product and services ("**Investment Activities**"). Partner agrees that it will be bound by and will comply with this Exhibit if it chooses to participate in the applicable Program associated with this Exhibit or accepts Investment Funds agreed to in the FY27 Partner Plan.

Therefore, the parties agree to add the following terms to Partner's Microsoft AI Cloud Partner Program Agreement or its successor agreement ("**Agreement**"):

1. **Materials Incorporated into Agreement**. The Agreement is modified to incorporate the following materials by reference:
   a. This FY27 Discretionary Marketing Funds Investment Program Exhibit for Resellers and Channel Distributors ("**Exhibit**");
   b. The DPS Marketing Investment Guide and for Office Products, the applicable Office Included;
   c. Execution Guide (collectively ("**Guide**"); and
   d. All executed and complete funding forms ("**Funding Forms**" or "**FFs**") containing agreed-upon investment plans for Investment Activities
2. **Program Period or "Term."** The Program to which this Exhibit applies shall continue only during the following period (the "**Program Period**"). Microsoft shall have no obligation to Partner for activities completed by Partner outside of the Program Period:
   a. **Program Start Date**: July 1, 2026
   b. **Program End Date**: The earlier of (i) 6/30/2027; (ii) the termination or expiration of the Agreement for any reason; or (iii) the termination of this Exhibit as set forth in Section 2(c).
   c. **Termination.** This Exhibit may terminate prior to the end of the Program Period for the following reasons:
      i. **Cause.** Microsoft or Partner may terminate this Exhibit for material breach by the other party if the breach remains uncured following 30 day written notice by the non-breaching party and this Exhibit will terminate on the thirty-first day after providing said notice. Either party may terminate this Exhibit immediately for breach of confidentiality by the other party.
      ii. **Convenience.** Microsoft or Partner may terminate this Exhibit for any reason or no reason by providing the other party with 30 days' notice and this Exhibit will terminate on the thirty-first day after providing said notice.
   d. **Effect of Termination.** After the Program End Date (regardless of reason), Microsoft's obligation to provide Investment Funds shall immediately cease and Partner shall only be entitled to funds relating to Investment Activities completed prior to the Program End Date. Neither party shall be responsible to the other for any costs relating to the termination of this Exhibit. Those sections of this Exhibit which by their terms are intended to survive termination shall survive termination.

3. **Investment Activities and Funding Forms**. The parties will agree on Investment Activities to accomplish the objectives of the applicable Program and which are subject to this Exhibit. All agreed upon Investment Activities will be set forth in appropriate and complete Funding Forms which will also set forth any allocation of funds that MS agrees to allocate to an Investment Activity ("**MS Funds**") and any funds or investments (if any) that Partner allocates to its performance of Investment Activities ("**Partner Funds**").
4. **Investment Materials Review and Approval.** Partner will submit all proposed Investment Materials for each Investment Activity to the account contact for review and approval. "**Investment Materials**" means all copy, layout, web design, or other materials used to plan or implement any Investment Activities. Approval of Investment Materials by MS (i) does not constitute MS's endorsement of or agreement to Partner's representations, pricing or strategy (including any product bundles), which are determined by Partner in its sole discretion; and (ii) does not limit or otherwise change Partner's sole responsibility for any Investment Activity, including any related costs or liabilities. Partner shall not be eligible to receive any MS Funds unless and until MS approves applicable Investment Materials.
5. **Investment Funds**. Partner is eligible to receive MS Funds for Investment Activities in an amount not to exceed the amount set forth in the table below. If matching funds will be provided as described in a Funding Form, Partner will provide funds or investments allocated to its performance of Investment Activities ("**Partner Funds**") in the amount set forth in the table below. Partner may only spend the funds reflected in the table below on the Investment Activities, the applicable Guides and associated FF (s). Partner must provide MS with objective, complete and accurate verification of performance and completion of Investment Activities ("**Proof of Execution**" or "**POE**") for the Investment Activities for which Partner seeks reimbursement. MS shall have no obligation to pay Partner MS Funds unless Partner pays all amounts owed to MS under the Agreement and uses Partner Funds agreed to in the FY27 Partner Plan.

6. **POE, Invoice, and Payment.**
   a. **POE.** Partner shall provide all required POE within 45 days after the completion of any Investment Activity. Payment of any invoice submitted under this Exhibit is subject to MS review and approval of required POE.
   b. **Invoice.** Within 45 days after Partner receives notice Microsoft approved the POE, Partner will submit to MS an accurate invoice for the MS Funds set forth in the FF and for which a purchase order was issued. Partner may submit partial invoices. Any invoice submitted more than 45 days after the Partner receives notice Microsoft approved the POE may be rejected and MS shall have no obligation to pay same.
   c. **Payment.** MS Funds will not be paid until Partner has completed the Investment Activity, submitted required reporting, and MS has received and accepted the POE. MS has no obligation to pay MS Funds for any Investment Activity not completed before the termination or expiration of this Exhibit.

Partner must submit all final claims and POE for any Investment Activities completed during the Program Period within 45 days after the expiration or termination of this Exhibit. MS has no obligation to pay any claim submitted after this 45-day period and Partner waives all rights to any such payment.

7. **Reduction, Suspension or Repayment of MS Funds.**
   a. **Reduction of MS Funds** Except for funds related to Investment Activities completed prior to Partner's receipt of notice of a reduction in MS Funds, MS may reduce the amount of MS Funds in its sole discretion at any time during the Program Period. If MS reduces MS Funds and this Exhibit requires Partner Funds, Partner may reduce the amount of Partner Funds in the same amount. If Partner elects to reduce the amount of Partner Funds under this Exhibit, MS may reduce MS Funds by the same amount.
   b. **Suspension or Repayment of MS Funds.** If Partner breaches the Agreement or does not apply Partner Funds as required, MS may i) immediately suspend payment of MS Funds, ii) request repayment of MS Funds and iii) withhold MS Funds from future payments under either this Exhibit or future Investment Program Exhibits. These remedies are in addition to any other remedy available to MS.
8. **Partner Representations, Warranties and Obligations.**
   a. **Use of MS Funds.** Partner agrees to use all MS funds received from Microsoft under this Exhibit solely for agreed-upon Investment Activities and associated FFs. Partner may not use MS Funds as a price or royalty discount for any MS Products.
   b. **Invoice Representation.** Partner represents and warrants that by submitting an invoice for reimbursement of Investment Activities, it has not received (and will not receive) separate or additional incentives, funding or consideration from MS or any third party for the same Investment Activities covered by such invoice.
   c. **Suspension of Payment.** Partner agrees that in addition to any other remedy it has or may have, MS may immediately suspend payment of MS Funds upon Partner's breach of the representations or warranties contained herein or upon Partner's breach of the Agreement, except for such payment rightfully earned prior to such breach.
9. **Indemnity.** The indemnity provisions in the Agreement shall apply to any third-party claims arising from Partner's or MS's acts or omissions in connection with this Program or any Investment Activities. Subject to the terms of any separate signed logo license agreements with Microsoft Corporation, MS will indemnify and defend Partner from and against any third-party claims, damages, costs, and expenses (including reasonable attorneys' fees) related to Partner's authorized use of an MS logo contained in any written materials provided by MS to Partner that MS requires to be included as part of an Investment Program.
10. **SPIFF Activities**. If allowed under applicable laws and regulations, at Partner's sole discretion, Microsoft may provide MS Funds in connection with a Sales Performance Incentive Funds Framework (**"SPIFF"**) program. Such programs enable Partner to provide awards for the sales representatives and account executives of Partner or Partner's third-

party promoters, resellers and distributors who are authorized to sell or distribute Products under their own license agreement (**"Channel Partners"**) (collectively, **"Participants"**). MS will pay MS Funds for SPIFF activities in a lump sum payment, subject to the award cap(s) identified in an FF, and subject to the following:

a. **Eligibility**. Partner must:
   1. Design and administer the Program to be completed during the Program Period.
   2. Ensure the minimum eligibility thresholds or KPIs in the applicable FF are met; and
   3. Provide timely and acceptable POE to MS in a format acceptable to MS that includes all of the following:
      a) Communication material (such as a flyer and/or other notice) circulated to Participants informing them of SPIFF program details, including eligibility criteria and award details (for example, what the awards and criteria are).
      b) Sales out reports from Partner or Channel Partners. Partner must provide a system generated report (screenshot, Excel, PDF, or another format) that includes at least the following information:
         i. Quantity of Eligible Product(s) sold
         ii. Product description(s) and SKU number(s) (as available/applicable)
         iii. Transaction date or date range covered
         iv. Name of the sales system from which the data was sourced
      c) Partner's written attestation confirming it has delivered the awards to Participants, the amount or value of awards for each winner or group of winners, and the date the awards were delivered. The attestation must:
   4. Be an official business communication, such as a letter submitted on Partner letterhead or an email sent from Partner's official email account; and
   5. Be provided by a Partner employee other than the employee who administered the related SPIFF program together with such authorized employee's title or function.
   6. Certain local SPIFF programs require written attestation from both Partner and Channel Partners, based on program availability in high corruption risk countries as determined by Microsoft. See Attachment A for the list of high corruption risk countries and reach out to your Microsoft Account Manager for additional info or to confirm status of the country in which you are offering the program.

b. **Awards.** Except as otherwise indicated in the FF, Partner has sole discretion to identify and select the awards provided to Participants as part of its SPIFF program so long as the awards are within the participant cap award value communicated by Microsoft. Partner must specify in its SPIFF documentation how Participant will receive the earned award, from whom it will be received, and in what form the award will be given.

c. **Compliance.** Partner is solely responsible for:
   1. Creating and managing the SPIFF activities in compliance with all applicable laws and regulations;

2. Payment and delivery (directly or indirectly) of all awards due under the SPIFF program; and
3. The collection, reporting and payment of all taxes associated with the SPIFF and any award.

Attachment A

List of high corruption risk countries

Afghanistan	Madagascar
Albania	Malawi
Algeria	Malaysia
Argentina	Maldives
Armenia	Mali
Azerbaijan	Mauritania
Bahrain	Mexico
Bangladesh	Mongolia
Belarus	Morocco
Benin	Mozambique
Bolivia	Myanmar
Bosnia and Herzegovina	Nepal
Brazil	Nicaragua
Burkina Faso	Niger
Burundi	North Korea
Cambodia	Pakistan
Cameroon	Palestinian Authority
Central African Republic	Panama
Chad	Papua New Guinea
China	Paraguay
Columbia	Peru
Comoros	Philippines
Congo	Qatar
Congo (DRC)	Romania
Cuba	Russia
Djibouti	São Tomé and Príncipe
Dominican Republic	Saudi Arabia
Guyana	Serbia
Haiti	Sierra Leone

Honduras Hungary India Indonesia Iran Iraq Jordan Kenya Kuwait Kyrgyzstan Laos Lebanon Lesotho Liberia Libya	Solomon Islands Somalia South Africa South Sudan Sri Lanka Sudan Suriname Syria Tajikistan Tanzania Thailand Timor-Leste Togo Tunisia Türkiye Turkmenistan Uganda Ukraine Uzbekistan Venezuela Vietnam Yemen Zambia Zimbabwe .