

RHIPE AUSTRALIA AND NEW ZEALAND GROW BIG AZURE CAMPAIGN TERMS AND CONDITIONS

The promotor is rhipe Australia Pty Ltd ACN 103 659 212 of Level 19, 100 Miller Street North Sydney NSW 2060 ("rhipe").

AZURE CAMPAIGN SUMMARY

The rhipe Australia and New Zealand Grow Big Azure Campaign ("Campaign") aims to reward Microsoft Cloud Solution Provider – Indirect Reseller who sell Microsoft Azure via CSP model through rhipe ("Participant").

1. TERM

The Campaign term begins on 1 September 2018 and ends on 31 March 2019 ("Term"). rhipe may update, change, cancel or terminate the Campaign or the Term or any portion of these Azure Campaign Terms and Conditions ("Campaign Terms") at any time.

2. GENERAL REQUIREMENTS

To be eligible to participate in the Campaign and the associated incentives, the Participant must:

1. Have an active MPN membership.
2. Remain in compliance with the Campaign Terms.
3. Provide any required banking information, including account number(s), to rhipe (or its designated third party) for the purpose of receiving Rebates under this Campaign.
4. Provide any required reporting set forth below directly to rhipe (or its designated third party) by the stated deadline.
5. If requested, provide acceptable proof of performance to rhipe (or its designated third-party) by the stated deadline.
6. Be a rhipe CSP Indirect Reseller in Australia ("Territory") or New Zealand.

3. PAYMENT

Rebate payments will be made to the Participant by rhipe as described below. Unless otherwise stated, any payment to the Participant under this Campaign is independent of any other rhipe incentive program.

rhipe will make any Rebate payment within 120 days to the Participant. The Participant must report any errors, issues or disputes regarding the calculation or payment of the Rebate to rhipe in writing within 30 days of receipt of the applicable payment or report from rhipe. If rhipe does not receive written notice from the Participant within the 30-day period, the Participant will be deemed to have accepted the calculation or payment. rhipe reserves the right at any time to adjust the payment to a Participant if rhipe identifies any discrepancy, error or omission.

All Rebate payments under this Campaign will be made by wire transfer. The payment will be made either by a 3rd party payment company or by rhipe. All payments will be made in Australian dollars.

Valid banking details are required for rhiPE to pay the Rebate amount. Failure to submit or correct banking details after the 3rd notification will result in claim being cancelled and funds forfeited. The Participant must be 100% payment compliant for all non-disputed invoices at month end to qualify for the Rebate. Payment compliance means that Participant's open account with rhiPE is current at all times and invoices are paid on or before the due date.

4. DETAILED ELIGIBILITY CRITERIA

Campaign Details and Purpose: During the Term, the Participant can receive Rebates when they bring incremental Azure revenue via CSP model through rhiPE Australia and New Zealand.

Criteria	Eligibility	Details
Effective date	1 September 2018 to 31 March 2019	<p>Campaign A Targeted growth plan for Participant to improve Azure consumption by revenue</p> <p>Campaign B Accelerate Participant to improve Azure consumption by revenue and advanced services</p> <p>Campaign N Consume 500\$ per month average revenue during Campaign period</p>
Partner Types	CSP Indirect reseller transacting through rhiPE Australia and New Zealand	CSP Indirect reseller transacting through rhiPE
Licensing Programs, Order Types, Product	CSP indirect through rhiPE Australia and New Zealand	Eligible Products: Azure CSP
Sales Criteria	N/A	<p>Campaign A</p> <ul style="list-style-type: none"> • 5% Average month on month growth - Cumulative • 5 Net New Customer Adds <p>Campaign B</p> <ul style="list-style-type: none"> • 8% Average month on month growth - Cumulative • 3 net new Customer adds <p>Campaign N</p> <ul style="list-style-type: none"> • 500\$ average monthly revenue during the campaign period • Net new partner or existing partner doing zero\$ in CSP Azure with rhiPE
Incentive Award	The rebate payable is subject to the following table	<p>Campaign A Eligible partner gets 25% incentive on their incremental revenue growth during the campaign period (Aug '18 monthly rev taken as baseline)</p> <p>Campaign B</p>

		<p>Eligible partner gets 30% incentive on their incremental revenue growth during the campaign period (Aug '18 monthly rev taken as baseline)</p> <p>Campaign N Eligible partner gets 500\$ rebate for every 1500\$ revenue mark, by the end of Campaign period. Max payout limited to 2000\$ per Participant.</p>
Payment	Wire Transfer	Payment will be made via Wire Transfer within 120 days after end of campaign in Australian dollars

5. LIMITATION OF LIABILITY

Except for any liability that cannot by law be excluded, in no event shall rhiPE or any of its affiliates be liable for any damages or losses whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence and for any other pecuniary or other loss whatsoever) arising out of or in any way related to a party's participation in the Campaign, even if rhiPE has been advised of such damages, and even in the event of fault, tort (including negligence) or strict or product liability or misrepresentation. Unless there is an event giving rise to additional liability under applicable law, rhiPE and its affiliates' liability is limited to the total amount payable to the party via a credit memo, arising out of the specific Campaign of which the claim arose

6. DEFINITIONS

"Affiliate" means any legal entity that owns, is owned by rhiPE. Ownership means control of more than a 50% interest.

"Customer" means any legal entity (other than Participant or its Affiliate(s)) within the Territory that acquires Licensed Offerings for use as an end user, and not for distribution or resale.

"Licensed Offerings" means Licensed Software, Services, Documentation Components and Software Assurance collectively.

"Participant" means a Microsoft Cloud Solution Provider – Indirect Reseller that sells Microsoft Azure via CSP model through rhiPE.

"Reseller" means an entity (other than Participant's Affiliate(s)) within the Territory that purchases Licensed Offerings for resale directly to Customers.

"Territory" as stated in the general offer terms under clause 2.6.