

Pax8 M365 Copilot Rewards Program FAQ

Program Extension for 2025



Pax8 M365 Copilot Rewards Program

Pax8 Partner Incentive Credit:

Partners will receive 1 month free for every qualifying M365 Copilot license they purchase (value of \$30 Commercial, \$25.50 Non-Profit) Promotion ends 30th June 2025:

- Partners must opt-in through a registration form
- Seats must be purchased on a net new subscription for a 12-month term
- Rebate is valid only for the initial quantity ordered (quantity increases are not eligible)
- Invoice credit will be applied in August

Microsoft Promotion:

Microsoft Direct 15% Promotion ends 30th June 2025:

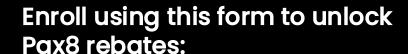
- 10 seat minimum order
- Eligible subscriptions will automatically be adjusted in the Pax8 Marketplace to reflect the 15% promotional pricing
- This does NOT apply for NFP SKUS
- FAQ: aka.ms/CopilotCSPPromoFAQ



Pax8 to provide resources through Academy:

- An editable PowerPoint template to Partners who would like to go-to-market with this offering
- Access to a Pax8 campaign in a box for M365 Copilot starting in April

Access to end-user training hosted by Microsoft



Registration form: https://pages.pax8.com/copilot-rewards-program.html



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Rebate Qualification Requirements:

Partners will be required to opt into the program through a Pax8 Form to receive the (\$30 per seat) rebate

Opt-in Form: https://pages.pax8.com/copilot-rewards-program.html

Qualifying purchases must be made in the Pax8 Marketplace and remain after the 7-day NCE cancellation window

Partners must purchase on a net new subscription that has a duration of 12 months of M365 Copilot

- The Pax8 Rebate is only valid for the initial quantity ordered in the net new subscription
- Quantity increases to an existing subscription are not eligible for the Pax8 rebate

Reward / Incentive Credit Information:

Partner to expect a credit on their August invoice

- Rebate Duration: (Available through 30 June 2025) or until funding is exhausted. Partners will be notified via email if funding is exhausted prior to 30 June.
- Microsoft 15% Promotion: Refer to Microsoft's terms and conditions here to ensure qualifications are met
 - FAQ: <u>aka.ms/CopilotCSPPromoFAQ</u>
 - Readiness Guide: aka.ms/PromoReadinessGuide
 - Getting Started Offer: aka.ms/CopilotGettingStarted

Pax8 M365 Copilot Reward Program Terms and Conditions

These Pax8 M365 Copilot Rewards Program terms and conditions, together with the Pax8 Copilot Rewards Program participation form constitute the Copilot Rewards Program Agreement, all of which are incorporated herein by reference (agreement) and contain the terms and conditions under which partner may participate in the Pax8 Copilot Rewards Program (program). The Agreement is effective as of the beginning of the program term (April 18 2025). The agreement supersedes any previous agreements and understandings between the parties regarding the program.

- Participation. Partner must opt into to the Program by completing the Program Participation Form found here https://pages.pax8.com/copilot-rewards-program.html prior to the beginning of the Program Term to participate in the Program.
- 2. Program Term. The term of the Program begins on April 1, 2024, and ends on either June 30th 2025, or when funds are no longer available, whichever occurs first (Program Term). Pax8 will notify participating Partners via email when funds are no longer available.
- 3. Incentive Credits. For Qualified Purchases (defined below), Partner will receive a US\$30 credit for Commercial and \$25.50 for Non-profit to Partner's account (Incentive Credit). The Incentive Credit only applies to the initial purchase quantity. Any quantity increases are not eligible for the Incentive Credit. Pax8 will apply any Incentive Credit to the Partner's August 2025 invoice.
- 4. Qualified Purchases. To qualify for the Incentive Credit the Copilot purchase must meet all the following requirements: a. Purchase made in the Pax8 Marketplace; b. Purchase made during the Program Term; c. Purchase not cancelled in the 7-day Microsoft New Commerce Experience cancellation window; d. Purchase is for a net new subscription; and e. Purchase term is 12-months (Qualified Purchase).
- 5. Program Restrictions. Any Incentive Credits earned shall be applied only if Partner is current on all amounts owed to Pax8 at the time the Incentive Credit is to be applied.



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- 6. Program Costs. Except as specifically provided herein, each party will bear its own costs and expenses in connection with the performance of its obligations under this Agreement. Costs and expenses include, without limitation, the cost of internal resources or personnel that are used by a party to perform its obligations.
- 7. Termination. Pax8 may immediately terminate this Agreement at its convenience by notifying Partner.
- 8. Taxes. Neither party is liable for any taxes the other is legally obligated to pay and which relate to any transactions contemplated under this Agreement. Each party will pay to the other any sales, use, or value added taxes that it owes under this Agreement and which the law requires be collected from it by the other party. Each party will indemnify, defend, and hold the other harmless from any claims, costs (including reasonable attorneys' fees), and liabilities that relate to that party's taxes. Copilot Reward Program Agreement v1.0 Pax8 Confidential

- 6. Limitation of Liability. PAX8'S ENTIRE LIABILITY FOR ALL LOSSES, LIABILITIES AND DAMAGES ARISING OUT OF, OR RELATED IN ANY WAY TO THE AGREEMENT IS LIMITED TO THE AMOUNT OF PARTNER'S INCENTIVE CREDITS APPLIED BY PAX8 TO PARTNER'S PAX8 INVOICE ("APPLIED CREDITS"), BUT IN NO EVENT SHALL PAX8'S LIABILITY IN THE AGGREGATE FOR ALL CLAIMS AND CAUSES OF ACTION UNDER THE AGREEMENT EXCEED THE TOTAL OF ALL APPLIED CREDITS IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM BROUGHT BY PARTICIPANT UNDER THE AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, OR GOODWILL
- 7. Reporting & Closing. Pax8 will monitor and report monthly the Partner's M365 Copilot & M365 Copilot Non-Profit purchases.
- 8. Notices. Notices shall be provided by electronic mail to Pax8 by way of Partner's Pax8 account manager and to Partner at the email address listed in the Program Participation Form.
- 9. Governing Law. This Agreement and any action or claim related to or arising out of this Agreement will be governed by the substantive laws of the State of Colorado without regard to its conflicts of law rules



