



These Microsoft AI Optimization Terms & Conditions, together with the Pax8 Microsoft OneCloud Program constitute the Program Agreement, all of which are incorporated herein by reference (Agreement) and contain the terms and conditions under which Partner may participate in MAIO (Program). The Agreement is effective as of the beginning of the Program Term (Effective Date). The Agreement supersedes any previous agreements and understandings between the parties regarding the Program.

1. Participation. Open to all Pax8 Partners in good financial standing. Partner must opt into to the Program by completing the Enrollment Form found here <https://academy.pax8.com/pages/180/microsoft-hub> to participate in the Program.
2. Program Term. The term of the Program begins on December 17, 2025 and ends on either March 31, 2026 or when funds are no longer available, whichever occurs first (Program Term). Pax8 will notify participating Partners via email when/if funds are no longer available.
3. Copilot Earning Credits. Partner will receive credit for M365 Copilot sales from the date that enrollment is received. The credit only applies to M365 Copilot sales taking place in the program term.
4. Qualified Partners. To qualify for the Credit the Partner must meet all the following requirements: a. Partner is Microsoft transacting in the Pax8 Marketplace; b. Partner is in good standing with Pax8; c. Partner completes enrollment through Pax8 Academy Platform
5. Program Restrictions. Any Credits earned shall be applied only if Partner is current on all amounts owed to Pax8.
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.



9. 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 CREDITS APPLIED BY PAX8 TO ACADEMY ENROLLMENT 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.

10. Reporting & Closing. Pax8 will monitor and report Accelerator enrollment.

11. Notices. Notices shall be provided by electronic mail to Pax8 by way of Partner's Academy Account and to Partner at the email address listed in the Program Participation Form.

12. 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