

## BUSINESS APPLICATIONS ADDENDUM TO MICROSOFT PUBLISHER AGREEMENT

This Business Applications Addendum (“**Addendum**”) is an agreement between the entity identified by you during your Partner Center registration (“you”) and the applicable Microsoft Entity (“**Microsoft**”). This Addendum applies with respect to each Business Application (as defined below) you submit for Certification or publishing in the Marketplace, and governs your participation in the Business Applications ISV Connect Program (“**Program**”), as it may be named or renamed. The terms in the Microsoft Publisher Agreement which can be accessed at <http://go.microsoft.com/fwlink/?LinkID=699560> (“**Agreement**”) are expressly incorporated herein by reference and apply, except as modified by this Addendum. You should review the Agreement together with this Addendum.

By accepting these terms, the person making such acceptance represents that he or she has the legal authority to agree to the terms of this Addendum on behalf of you.

1. Defined Terms. All defined terms not otherwise defined in this Addendum have the meanings ascribed to them in the Agreement.
  - a. “**App Tier**” means, with respect to a Product, the “**Standard Tier**” or the “**Premium Tier**” as further described in the Program Policies. The Standard Tier includes both Unpaid Apps and Business Applications made available for a fee.
  - b. “**AppSource**” means the portion of the Marketplace in which Business Applications are located, as its name may change over time.
  - c. “**Billing Address**” means your address in Partner Center for receiving invoices from Microsoft in conjunction with your participation in the Program. Unless approved by Microsoft, the Billing Address that you provide must be in the same country as your legal address in Partner Center.
  - d. “**Business Application**” means any Product that is designed to be deployed into or to call into an End Customer’s cloud (not on-premises) implementation of a Defined Environment as a commercially available packaged and distributed solution or API Equivalent, excluding Products (i) that are only Power BI extensions or (ii) when deployed as part of Dynamics 365 Business Central solution. For clarity, Business Applications include commercially available packages and distributed PowerApps.

In this definition “solution” includes descriptors of metadata, and any changes (including creating, updating, or deleting) to metadata, that define entities, business processes, workflows, flows, components (controls), apps, option sets, views, or forms in the Defined Environment or any code (e.g., plug-ins, web resources) that runs in the Defined Environment. In this definition, “API Equivalent” means API calls to the Defined Environment which add or change metadata or code (described in preceding sentence), or execute a business process or workflow, in the Defined Environment.

In the event a Product uses an implementation method that is not supported by the Program for technical or operational reasons, the Product will not be considered a Business Application until 60 days after notice by email or by change to the Program Policies that such method will be supported.

- e. **“Customer Subscription Term”** means the duration of rights granted to an End Customer through a Paid Eligible Sale.
- f. **“Defined Environment”** means (i) the “Software as a Service” (SaaS) platform underlying Microsoft’s Dynamics 365 for Finance and Operations applications (as such application may be modified, componentized or renamed) and/or (ii) Microsoft’s Common Data Service (CDS) which is a “High-Productivity Application Platform as a Service” (hpaPaaS) that underlies Microsoft’s Dynamics 365 applications for sales, customer service, talent and other solution areas, as well as all solutions built as PowerApps and Microsoft Flow.
- g. **“Direct AppSource Sale”** means sale, licensure, or renewal made directly through the Marketplace (including AppSource) for which a Microsoft entity is due a Marketplace Service Fee (as defined in the Commercial Marketplace Addendum) pursuant to the Commercial Marketplace Addendum.
- h. **“Effective Date”** means the date that you first accept the terms of this Addendum.
- i. **“Eligible App”** or **“Eligible Application”** means any Business Application that you submit on or after the Effective Date for (i) Certification (or recertification) by Microsoft and/or (ii) publishing, listing, or making available in the Store (as set forth in Section 3 of the Agreement).
- j. **“End Customer”** means an end user acquiring a license to use an Eligible App from you or a reseller authorized by you. An End Customer shall be considered a “Customer” as defined in the Agreement for purposes of this Addendum.
- k. **“Paid Eligible Sale”** means the sale, licensure, renewal or extension by you of an Eligible App or an earlier version of it, other than in connection with an Unpaid App or through a Direct AppSource Sale, after the later of the Effective Date and submission of the app for Certification.
- l. **“Laws”** means all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or re-enacted.
- m. **“Microsoft Entity”** means the Microsoft Affiliate indicated on Exhibit A for your address in Partner Center.
- n. **“Program Policies”** means the guidelines for the Program found at <https://aka.ms/BizAppsISVPolicies>, as Microsoft may modify them from time to time.
- o. **“Revenue Sharing Fee”** has the meaning set forth in Section 5.
- p. **“Territory”** means those countries set forth in the Program Policies. After the Effective Date, if a country subsequently is added to the Territory by including it in the Program Policies, reporting obligations and Revenue Sharing Fees will not begin for such country until such date as indicated in the Program Policies, not less than 30 days thereafter.
- q. **“Unpaid Apps”** means a Business Application in which you will not seek compensation, however structured. For clarity, an app which requires purchase of another product or service that you provide for its use is not an Unpaid App.
- r. **“Your”** and **“your”** mean pertaining to you.

## 2. General

- a. Addendum and Program Policies. This Addendum (and the Agreement except to the extent amended or modified hereby) governs your participation in the Program. You must comply with the Addendum and Program Policies. This Addendum does not supersede or replace any other agreement in place between you and Microsoft.
- b. Compliance with Laws. You represent and warrant that you will comply with all applicable Laws in connection with your offer, sale and support of Business Applications.
- c. Inapplicability of Certain Agreement Provisions. Sections 5(b) – 5(d) of the Commercial Marketplace Addendum to the Agreement (captioned Effect of Termination, Wind-Down Period, and API License, as it may be renumbered) shall not apply to this Addendum.
- d. Microsoft Partner Network. You must maintain your status as a registered member of the Microsoft Partner Network and comply with the currently effective Microsoft Partner Network Agreement. Except to the extent this Addendum expressly provides otherwise, all of the obligations under the Microsoft Partner Network Agreement apply to your participation in the Program.
- e. Customer License Obligations. Independent of this Addendum or any other agreement between you and Microsoft or you and an End Customer, End Customer access to and use of any Microsoft online services or products (including use of the Product in connection therewith) are subject at all times to End Customer's maintenance of all licenses (including any Microsoft licenses) or other entitlements that may be required from time to time to install, use or operate the Microsoft online services or products in connection with the Product in End Customer's tenant.

## 3. Benefits

- a. Platform Access Benefit. Subject to Section 2.e, with respect to each Paid Eligible Sale, during the Customer Subscription Term, Microsoft will permit (or instruct its Affiliate or third party licensee operating the cloud service in a specific country to permit) installation and provision of the Product as requested by End Customer in the End Customer's online services tenant, provided (i) you comply with all terms of the Addendum, and (ii) the Product, installation or usage is not otherwise blocked by Microsoft (or its Affiliate or third party licensee operating the cloud service in a specific country) for any policy violation (including performance, security, privacy, compliance, etc).
- b. Technical, Marketing, and Other Benefits. You are eligible for various benefits with respect to your Eligible Apps as provided in the Program Policies, as it may change from time to time. Microsoft will use commercially reasonable efforts to make available all benefits for which you are eligible; however, Microsoft may alter, reduce, add, or eliminate benefits previously offered at any time by updating the Program Policies, provided Microsoft's sole obligation with respect to a material benefit being reduced or eliminated is to offer for a period of three months either the effected benefit or a substitute benefit as chosen and determined by Microsoft in its sole discretion.
- c. Additional Requirements. Some benefits, including most Premium Tier go-to-market benefits, may be predicated on you and your Eligible App meeting (and maintaining)

various additional Microsoft requirements relating to competency levels, app quality, and other co-sale rules and policies set forth in the Program Policies or otherwise communicated by Microsoft. Participation in the Program does not waive your need to meet or maintain any such requirements in order to obtain a listed benefit and/or to remain in the Premium Tier. For clarity, if you become ineligible for a benefit (for which you were previously entitled) due to a new or updated Microsoft requirement (e.g., certification, competency), Microsoft is not obligated to maintain or offer a substitute benefit to you under Section 3.b.

- d. Unpaid Apps. Notwithstanding Section 3.b, for Unpaid Apps, Microsoft may discontinue offering any or all benefits at any time without offering substitute benefits or terminating the Program or Addendum.
- 4. Reporting Requirement. You will accurately report each Paid Eligible Sale to Microsoft within 30 days of a Paid Eligible Sale occurring. The reporting process and information required to be submitted is set forth in the Program Policies.
- 5. Revenue Sharing Fees.
  - a. For each Paid Eligible Sale, You will pay a fee to Microsoft (the “**Revenue Sharing Fee**”) equal to the product of the Revenue Share Percentage (defined below) and Total Solution Value (defined below), as invoiced by Microsoft pursuant to Section 5.f.
    - i. “**Revenue Share Percentage**” is the following percentage for each App Tier (based on the App Tier in effect when the Paid Eligible Sale occurred):
      - 1. Standard Tier, 10%
      - 2. Premium Tier, 20%
    - ii. “**Total Solution Value**” means your total contract revenues from a Paid Eligible Sale, excluding: any applicable sales, value-added, goods and services or similar taxes; reimbursables; directly associated CSP license fees paid to Microsoft; and non-recurring customization fees. For clarity, purchases by customers directly from Microsoft (e.g., via Enterprise Agreements) are not part of your revenues and thus do not count toward Total Solution Value.
  - b. Pre-Existing Agreements. Notwithstanding Section 5.a, for each fee-based agreement (i.e., excluding a trial or demo agreement) between you and your customer that (i) was in place prior to September 1, 2019, and which (ii) you register and report by December 1, 2019:
    - i. The Revenue Sharing Fee will not begin until the later of (x) July 1, 2020, or (y) the first renewal, extension, or change in the agreement between you and your customer after July 15, 2019 (except if the agreement has a perpetual term or rights, then renewal will be deemed to have occurred upon the date on which the first payment is due from End Customer to ISV after July 1, 2020 in connection with the agreement or a related agreement covering ongoing maintenance or support).
    - ii. The Revenue Share Percentage upon such renewal, extension, or change in the agreement will be 10%.

- c. Territory. If your Billing Address is outside the Territory, you will not be invoiced and you will be ineligible for all marketing and sales benefits. If the Territory supported by the Program changes or your Billing Address changes such that you are no longer outside the Territory, invoicing and benefits will resume.
- d. Changes in Contract Value. If the Total Solution Value or duration of a Customer Subscription Term increases or decreases as a result of early termination, contract extension, usage change, and/or amendments to the agreement between you and your customer, updated amounts should be reported using the mechanism provided by Microsoft. In such case, Microsoft will recalculate ongoing fees due in connection with this Paid Eligible Sale, with overall fees being increased or reduced based on the revised information. For clarity, when revised information is provided, any resulting adjustment is provided on a prospective basis only, without any credit being applied for amounts previously invoiced or on in-preparation invoices (i.e., to be sent within 30 days).
- e. Customer Credit Decisions. For clarity, you are solely responsible for End Customer credit decisions and Total Solution Value will not be reduced for uncollectible accounts.
- f. Invoicing and Payments. Microsoft will invoice the Revenue Sharing Fees for each Paid Eligible Sale within 30 days of initial deal registration and generally in advance of each quarterly period thereafter during the Customer Subscription Term (except for those Paid Eligible Sales in which the Customer Subscription Term for the Paid Eligible Sale is not defined or less than or equal to 90 days, in which case the full remaining Revenue Sharing Fee will be invoiced and due). Payment of invoiced amounts is due within 30 days of each invoice date. Microsoft may charge interest on amounts for which invoicing was delayed due to your failure to report on time (as provided in Section 4) and for past due amounts from the first day the amount is past due until paid in full. Such interest will be charged on a daily basis at the rate of 1% per month (12% per annum) on a simple interest basis, or at the legal maximum rate, whichever is less. Company will pay interest on demand to Microsoft.
- g. Credit Approval and Participation Requirements. Prior to completing your first Paid Eligible Sale, you will work with Microsoft to establish your billing account and obtain credit approval. Microsoft may, in its sole discretion, suspend your participation in the Program, suspend any Eligible Apps participation in the Program, and/or your receipt of Program benefits (including AppSource listing) if you lack a valid billing account, are not current on amounts owed to Microsoft, lack sufficient credit (as Microsoft may determine in its sole discretion from time to time), your Business Application is removed by Microsoft from the Store pursuant to the Agreement (other than based on your request) or upon termination of your Microsoft Partner Network (MPN) Agreement with the applicable Microsoft Affiliate.
- h. Taxes. You are responsible for paying any sales, use, value-added, goods and services or similar taxes in connection with any Revenue Sharing Fees invoiced pursuant to this Section 5. Microsoft will add such taxes to the invoice amount in accordance with applicable law. To the extent Microsoft does not collect such taxes from you, you are responsible to pay or account for such taxes in accordance with applicable law. You are responsible all taxes, including taxes unique to where you and/or an End Customer reside, with respect to Paid Eligible Sales.

- i. Recordkeeping; Audit. During the term of this Agreement and for a minimum of 3 years following termination, you will maintain complete and accurate books, documents, records, papers, and other materials related to your compliance with this Addendum, including the Agreement and applicable Program Policies. Microsoft may conduct audits of your compliance including without limitation reviews of your books and records for the prior 3 years: (1) upon at least 30 days' notice, except for potential breaches of obligations concerning compliance with Laws which may be initiated upon shorter, reasonable notice; (2) in accordance with your reasonable confidentiality and security procedures; (3) during normal business hours; (4) in a manner that does not interfere unreasonably with your operations; (5) not more than once every 12 months, unless potential violations of applicable Laws support additional audits; and (6) at Microsoft's sole cost and expense. Notwithstanding the foregoing and without limiting Microsoft's remedies under law, you will reimburse Microsoft for all costs and expenses associated with an audit where Microsoft discovers that you violated applicable Laws or there is a discrepancy of more than 10% during the period audited.

6. Warranty and Liability Limitations

- a. DISCLAIMER OF WARRANTY. WITHOUT LIMITATION OF THE DISCLAIMER SET FORTH IN SECTION 10(A) OF THE AGREEMENT, MICROSOFT MAKES NO WARRANTIES CONCERNING THE PROGRAM, PROGRAM BENEFITS OR ANY OTHER SERVICES PROVIDED TO YOU UNDER THIS ADDENDUM, AND ALL WARRANTIES ARE HEREBY DISCLAIMED.
- b. Limitation of Liability. Without otherwise limiting the applicability of Section 10(b) of the Agreement to damages arising out of the Agreement, you can recover from Microsoft under this Addendum only direct damages incurred under this Addendum, up to an amount equal to the greater of your Account Fee and total Revenue Sharing Fees paid by you to Microsoft during the twelve months prior to the event giving rise to the liability.

7. Term, Termination and Winddown.

- a. Term. This Addendum shall remain in effect from the Effective Date until its termination is effective (the "**Termination Date**"), as set forth below.
- b. Program Discontinued. Microsoft may terminate this Addendum if it discontinues the Program, whether or not it offers a related new program. In this case, on the Termination Date, if you have been invoiced for a period beyond the Termination Date, then at Microsoft's discretion, you will receive with respect to each Paid Eligible Sale either a pro-rata credit or continued services for the period covered by the current invoice.
- c. Termination by Microsoft for Convenience. Microsoft may terminate this Addendum at any time, either upon 90 days advance written notice, or as provided in Section 5.g (captioned Credit Approval and Participation Requirements). In either case, on the Termination Date, if you have been invoiced for a period beyond the Termination Date, then at Microsoft's discretion, you will receive with respect to each Paid Eligible Sale either a pro-rata credit or continued services for the period covered by the current invoice.
- d. Termination by You for Convenience. You may terminate this Addendum at any time upon 90 days advance written notice. In this case, the Addendum will apply until the

Termination Date with your final invoice adjusted pro-rata to reflect the Termination Date. You will discontinue your End Customers' rights to use your Eligible Application from a Paid Eligible Sale following the Termination Date. This obligation will survive termination.

- e. Termination for Failure to Accept Amended Terms. The Addendum will automatically terminate if you do not accept revised Program terms within the time set forth in Section 8.a. In such case, on the Termination Date, if you have been invoiced for a period beyond the Termination Date, then at Microsoft's discretion, you will receive with respect to each Paid Eligible Sale either a pro-rata credit or continued services for the period covered by the current invoice.
- f. Breach. Without limitation of any other termination rights, you or Microsoft may terminate this Addendum if the other party commits a material breach of this Addendum and fails to cure the breach within 30 days of written notice from the non-breaching party, unless the breach is not curable or could lead to irreparable harm, in which case the termination shall be effective upon receipt of notice. This shall not prevent either party from seeking immediate injunctive relief to protect against harm from the other party's unauthorized use or disclosure of confidential information or misappropriation of intellectual property or rights therein.

#### 8. Miscellaneous

- a. Amendment. Microsoft may update the Program's terms upon notice to you, which Microsoft may provide by posting an updated Addendum on its web site or by other reasonable means. Updated terms will apply to you if you continue to participate in the Program after the effective date of such updated Addendum, unless Microsoft requests that you accept the updated Addendum, in which case such terms will not apply until the date of your acceptance.

Microsoft may require such re-acceptance of the Addendum in the case of material changes, as determined in Microsoft's reasonable discretion, which may include such things as changes to fees, payment terms, or reps and warranties, but is not expected to include changes to Program Tiers, levels, thresholds or benefits. If you do not re-accept such updated terms within the time period prescribed by Microsoft, which will not be less than 30 days, the Addendum will automatically terminate and your final invoice and winddown will be handled pursuant to Section 7.e above. Whenever updated terms take effect as provided in this Section (i.e., upon notice or acceptance, as applicable), the Addendum shall be deemed amended on such date to reflect the new terms with immediate effect.

- b. Governing Law and Venue. Each party consents to the exercise of personal jurisdiction by the applicable courts and the choice of law set forth in Exhibit A with respect to this Addendum. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Either party may pursue injunctive relief against the other party in any court of competent jurisdiction to protect its intellectual property rights arising out of or related to the Addendum. If either party employs attorneys to enforce any rights related to the Addendum, the primarily prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses if permitted by Laws.

- c. Assignment. Microsoft may assign this Addendum or any rights or duties under it at any time to a Microsoft Affiliate.
- d. Precedence. In the event of conflict between the terms of the Agreement and this Addendum, this Addendum will control.
- e. Notice. In addition to the notice requirement in the Agreement, you will send a copy of any notice concerning the Addendum to: Microsoft Corporation, Attn: CELA – Business Applications Group, One Microsoft Way, Redmond WA 98052, USA.



## EXHIBIT A -- APPLICABLE LAW AND VENUE

Location as identified in Partner Center	Microsoft Contracting Entity	Choice of Law and Venue
<b>North or South America</b>	<b>Microsoft Corporation</b> Americas Operation Center 6100 Neil Rd. Reno, NV 89511	This Addendum is governed by and interpreted in accordance with laws of the State of Washington, regardless of conflict of laws principles. The parties consent to the exclusive jurisdiction and venue in the courts sitting in King County, Washington for any disputes connected to this Addendum.
<b>Europe, Middle East or Africa</b> (including Western Europe, Eastern Europe, Turkey, and Russia)	<b>Microsoft Ireland Operations Limited</b> One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland D18 P521	This Addendum is governed by and interpreted in accordance with the laws of Ireland. The parties consent to the exclusive jurisdiction of and venue in the Irish courts for any disputes connected to this Addendum.
<b>Asia and South Pacific</b> (except China, Japan, Korea, or Taiwan)	<b>Microsoft Regional Sales Pte Ltd.</b> 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968	This Addendum is governed by and interpreted in accordance with the laws of Singapore. If your Partner Center address is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, you consent to the non-exclusive jurisdiction of the Singapore courts. If your Partner Center address is in Bangladesh, Hong Kong SAR, India, Indonesia, Macao SAR, Philippines, Sri Lanka, Thailand or Vietnam, any dispute arising out of this Addendum, including any question regarding its existence, validity or termination, will be resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed incorporated by reference. The Tribunal will consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable and may be used as a basis for judgement thereon in Bangladesh, India, Indonesia, Philippines, Sri Lanka, Thailand or Vietnam (as appropriate), or elsewhere.
<b>Japan</b>	<b>Microsoft Japan Co., Ltd</b> (MSKK), Shinagawa Grand Central Tower, 2-16-3 Konan Minato-ku, Tokyo 108-0075	This Addendum is governed by and interpreted in accordance with laws of Japan. The parties consent to the exclusive jurisdiction and venue in the Tokyo District Court for any disputes connected to this Addendum.
<b>Korea</b>	<b>Microsoft Korea, Inc.</b> 6th Floor, POSCO Center, 892 Daechi-Dong, Kangnam-Gu, Seoul, 135-777, Korea	This Addendum is governed by and interpreted in accordance with laws of the Republic of Korea. You consent to the exclusive original jurisdiction and venue in the Seoul District Court for any disputes connected to this Addendum.
<b>Taiwan</b>	<b>Microsoft Taiwan Corp.</b> 8 Floor, No 7 Sungren Road, Shinyi Chiu, Taipei, Taiwan 11073	This Addendum is governed by and interpreted in accordance with the laws of the Republic of China, Taiwan. The parties designate the Taipei District Court as the court of first instance having jurisdiction over any disputes connected to this Addendum.
<b>China</b>	<b>Microsoft China Company Limited</b> 1st Floor, Microsoft Tower, LSH Plaza, 8 Wangjing Street, Chaoyang District, Beijing, 100102, PRC	This Addendum is governed by and interpreted in accordance with the laws of the People's Republic of China. You consent to submit any dispute relating to the Addendum to binding arbitration at the China International Economic and Trade Arbitration Commission in Beijing ("CIETAC"), according to its then current rules.