

## FastTrack Rooms Offer Terms & Conditions

This document sets forth details of the FastTrack Rooms Offer (“**Offer**”), including eligibility requirements and the obligations for both Microsoft Corporation (“**Microsoft**”) and the participating customer (“**Customer**”). By participating in the Offer, Customer has indicated acceptance of these terms and conditions.

### Scope of Limited Time Offer

As detailed below, if Customer meets the eligibility requirements of the Offer, Customer may be eligible to benefit from the offer to install customer-provided Microsoft Teams Rooms devices in 2 rooms at one location. The customer must request the offer between October 1, 2020 and June 30, 2021 limited to the first 2,500 who are qualified (“**Offer Period**”). Request submitted and scheduled for installation before the expiration of the offer will be completed even if the project extends beyond the end of the offer. For installation to continue past the offer timeframe there must not be a pause or stop of project activities for more than 2 weeks during the project.

- Customers with 150+ paid active user licenses of Microsoft 365 or Office 365 that includes Microsoft Teams are eligible. Excluding Office 365 GCC, GGC High, and DoD
- Customers must provide 2 of their own Microsoft Teams Rooms licenses. They can be paid or trial licenses and can be the Standard or Premium license.
- Customers must provide their own Microsoft Teams Rooms hardware.
- Customer who participated in the FY19 FastTrack Rooms offer, or FY20 Managed Rooms Trial program are not eligible for this offer.
- Customers receive on-site installation support for up to 2 Microsoft Teams Rooms. Support is provided by one of Microsoft’s designated Systems Integrator (SI): An entity that acts as Microsoft’s “remote hands” to provide initial assessment, equipment consultation, order, logistics, deployment, and training. The SI will act as project manager and key point of contact for customer until equipment is successfully deployed. Customer must work with Microsoft’s designated SI, even if they have an existing relationship with a different SI or AV Integrator
  - o The customer is responsible for all necessary security clearances, background checks (where legally permitted) and access to data, including, but not limited to, any additional costs (USD) associated with said security requirements. In the event the FastTrack Rooms Offer cannot meet specific security requirements, Microsoft may unilaterally revoke the offer of the FastTrack Rooms Offer at no cost and liability to Microsoft.
- This benefit is only available for 2 rooms in 1 customer location.
  - o Locations are limited to: Australia, Botswana, Canada, European Union, India, Kenya, Malaysia, Mauritius, Mozambique, Namibia, New Zealand, Nigeria, Norway, Singapore, South Africa, Switzerland, Tanzania, United Kingdom, United States, Vietnam, Zambia, and Zimbabwe. Geographic availability may expand over time.
  - o Selected rooms may be any of the following sizes and should not exceed the parameters:
    - Small – 150 sq. ft / 13.5 sq. m, 5-7 People
    - Medium – 300 sq. ft / 27 sq. m, ~11 People
    - Large – 420 sq. ft / 39 sq. m, ~18 People

## Adoption Offer Terms

### Eligible Service

Assessment of the 2 chosen meeting room, installation and set-up of customer provided Microsoft Teams Rooms devices in 2 rooms installed in one location.

### FastTrack Rooms Program Limits

The following will not be provided or supported by Microsoft as part of this program:

- Display hardware, input switching, or custom AV control devices.
- Ongoing account administration.
- Additional room modifications, e.g., cabling, holes in the wall for mounting, physical installation of mounts, displays, and related items.
- Extra-Large Rooms, Multi-Purpose Rooms, Executive Board Rooms, Bespoke/Custom Rooms, Carts and Labs.

To create the optimal meeting experience, some room and furniture modifications beyond the scope of this program may be required. Any costs incurred to support an optimal meeting experience are the customer's responsibility. Any room modifications to support an optimal meeting experience must be in place before the start of scheduled deployment.

### Installation Scope

The offer will operate across three phases. These three phases will last approximately six weeks combined:

Pre-Assessment Phase: The customer will complete program surveys provided by Microsoft, select 2 rooms, and prepare room photos for uploading to a designated, secure portal. Customer's identity will be shared with System Integrator for onboarding readiness.

Assessment Phase: The designated SI will assess the 2 chosen meeting rooms, either remotely or through an on-site visit, and identify any modifications that may be required to prepare the rooms for deployment. The SI will provide a detailed project plan with timeline and expectations. Customer will sign a Proof of Execution to confirm the completion of the SI's services to simply acknowledge that assessment services have been performed.

Deployment Phase: SI will ensure correct room provisioning, test, and configure equipment, set up the 2 rooms and provide training on proper use. Upon successful deployment, Customer will sign a Proof of Execution to confirm the completion of the SI's services to simply acknowledge that installation services have been performed.

### Customer Expectations

The Services depend upon Customer's timely collaboration, as well as the accuracy and completeness of any information Customer provides. Failure to provide such cooperation and/or information may result in the inability to perform the Services. Microsoft shall have no liability for failure to perform Services under this Agreement, including, without limitation, if Customer does not comply with the obligations of this Agreement. Microsoft's resources and our subcontractors' resources may perform assessment services remotely from our facilities or our partner's facilities. The Customer's responsibilities to consume the Offer include:

### FastTrack Rooms Offer Terms & Conditions

- Provide 2 Microsoft Teams Rooms devices and 2 MTR licenses.
- Provide project resources recommended for assessment and installation activities.
- Provide infrastructure prerequisites for assessment and installation activities (if required).
- Provide access and permissions to the environments to Microsoft personnel and or designated SI to perform installation activities.
- Provide prerequisites and perform activities required to support assessment and installation.
- Provide an installation schedule using FastTrack templates and guidance.
- Conduct installation quality assurance and user acceptance testing.

### **Customer Eligibility Requirements**

Customer must have an active Microsoft 365 or Office 365 plan with at least 150 seats of Microsoft Teams and at least 2 paid or trial Microsoft Teams Rooms (Standard or Premium) license per room at the time of Offer request.

In addition to these Terms and Conditions, Microsoft may insist on additional requirements, limitations, and customer obligations, including without limitation Customer eligibility criteria, eligible products and/or source environments, and minimum system requirements. Such additional eligibility requirements, limitations, and obligations are subject to change from time to time in Microsoft's discretion. Unless otherwise agreed upon by Microsoft and you, such additional eligibility requirements, limitations, and obligations will only apply to Services that have not begun before the Services Commencement Date.

### **Offer Timing**

This Offer will be available to request starting in October 2020 and must be requested prior to the Offer end date of June 30, 2021. Request submitted and scheduled for installation before the expiration of the offer will be completed even if the project extends beyond the end of the offer. For installation to continue past the offer timeframe there must not be a pause or stop of project activities for more than 2 weeks during the project.

### **Cost**

Microsoft does not charge a fee for this Offer. However, depending on the type of installation, you may incur additional costs, such as:

- Display hardware, input switching, or custom AV control devices.
- Additional room modifications, e.g., cabling, holes in the wall for mounting, physical installation of mounts, displays, and related items.

### **Publicity**

Customer may be offered to be featured in a written case study and other promotional materials, detailing Customer's selection and use of Microsoft Office 365 technologies:

including Company quotes, logos, and imagery. Customer's approval to be featured in publicity would be required before any publicity occurs.

### **Sharing of Information**

Customer agrees to share information with Microsoft about forecasts and progress of Adoption upon request.

### **Voiding of Offer**

Any non-compliance with the terms of this Offer will void the Offer. In such circumstances, the Partner will have to refund to Microsoft all adoption investment funds Microsoft has paid to the Partner pursuant to the Offer. Microsoft also reserves the right to pursue all other legal and equitable remedies available under applicable law.

### **Offer Disputes**

During the Assessment, and Deployment Phases, customer will work with their designated SI as the main point of contact and project manager.

After Deployment is complete and the PoE is signed, customer will transition all future contact and support to Microsoft through customer's standard support channel. Microsoft will also follow up with the customer to evaluate meeting room performance, trial satisfaction, and discuss plans for expansion.

If customer experiences an issue with any Microsoft Teams Rooms hardware, customer should directly contact the appropriate device manufacturer for support.

### **Liability**

Although Customers have been approved by Microsoft to participate in this Offer, they are not affiliated with Microsoft and do not have authority to bind or impose any obligation or liability on Microsoft. Except as otherwise set forth in a separate agreement between Microsoft and Customer, to the maximum extent permitted by applicable law, Microsoft will not be liable for any damages arising from the Services that may be provided to a Customer in connection with this Offer.

### **Indemnity**

Customer will at all times indemnify Microsoft against any loss, costs, expenses, or liability, whether direct or indirect, arising out of the breach of the terms of this Offer by Customer. This indemnity will survive the expiration or termination of the Offer.

### **Termination of or Changes to Offer**

Microsoft, in its sole discretion, may terminate, modify, or revise the terms of this Offer at any time. Modifications may include, but are not necessarily limited to, the SKUs eligible for the Offer, the scope included in the Offer, or the Customer' eligibility for the Offer. Customer may terminate its participation in the Offer at any time by notifying Microsoft in writing.

### **Applicable Law**

The laws of the State of Washington govern the terms of this Offer.

### **FastTrack Rooms Offer Terms & Conditions**

### **Relationship of the Parties**

Neither the terms of this document as a whole nor any specific term or condition relating to the Offer will be interpreted as creating a partnership, joint venture, agency or franchise between Microsoft and Customer.

### **FAQs**

To the extent the FAQs provide additional information regarding this Offer, they are fully incorporated by reference herein; provided, however, that to the extent of any inconsistency between the Terms and Conditions and the FAQs, these Terms shall prevail and govern the FastTrack Rooms Program.