Channel Partner Authorization Form (Distributor)

Company's SAP Number	
Company's PCN Number	
Company's VAT Number (if applicable)	

Name of Entity		
Street Address		
City	State/Province	
Country	Postal Code	
Microsoft Partner Network Number		

Notices. Notices or requests shall be addressed to the parties as set forth below. A party may change its address for notification purposes by giving written notice of such change to the other party.

Name of Entity		Contact Name
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	
Send notices to Microsoft to: **Microsoft Corporation** 6880 Sierra Center Parkway Reno, Nevada 89511 USA Attn: Channel Agreements		**Send copies to:** **Microsoft Corporation** One Microsoft Way Redmond, WA 98052 USA Attn: CELA - Operations

SAMPLE

Program and Territory Authorization. Microsoft grants Company the non-exclusive right to distribute Licensed Offerings to Resellers within the Territory and through the Program identified below.

Program	Territory
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	

Previous Authorization Form. This Channel Partner Authorization Form replaces and supersedes all prior Authorizations entered into between Company and Microsoft, but only with respect to orders placed under Customer Agreements (as defined in the Agreement) signed on or after the effective date.

Notice of Changes. Microsoft reserves the right to unilaterally modify the terms listed in this Channel Partner Authorization Form from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days' prior notice before such changes become effective; after such time such changes to this Channel Partner Authorization Form will become effective without further action by the parties. Any modification of this Channel Partner Authorization Form per this provision will have prospective effect only.

Applicable Law; Attorneys' Fees. The choice of jurisdiction, dispute resolution method and venue stated below does not prevent either party from seeking injunctive relief for: (i) violation of intellectual property rights; (ii) breach of confidentiality obligations; or (iii) enforcement or recognition of any award or order in any appropriate jurisdiction. If either party begins litigation in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

This Agreement is governed by and interpreted in accordance with the laws of the State of Washington and the federal laws of the United States. The parties consent to the exclusive jurisdiction and venue in the courts sitting in King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

SAMPLE

The Channel Partner Agreement ("Agreement") consists of: 1) the Channel Partner Terms and Conditions; (2) this Authorization; (3) any documents identified in the table below; and (4) the Program Guides. By signing below, Company certifies the information provided about Company herein is accurate. Company has read and understands the Agreement and agrees to be bound by the Agreement terms. Furthermore, Company understands that, as a Microsoft partner, Company is expected to act in accordance with the Microsoft Partner Code of Conduct (https://assets.microsoft.com/Microsoft-Partner-Code-of-Conduct.pdf).

Additional Contract Documents
Blank
Blank
Blank

Company	**Contracting Microsoft Entity**
Name of Entity	Name **Microsoft Corporation** One Microsoft Way Redmond, WA 98052 USA
Signature	Signature
Name	Name
Title	Title
Signature Date	Effective Date

SAMPLE