

## Incident Support Services Overview and Ordering Guide

### Incident Support Services Overview

**Microsoft®** Global Technical Support Center – HK/Macau top priority is to help every business, organization, and individual to be more successful with Microsoft products. Fast, accurate issue resolution and comprehensive support services mean you can focus on core business and personal goals rather than on technology. The result: Increased productivity and a higher return on your investments.

This guide is designed to help you determine the incident support offering best suited to your business needs and provide you with the information, forms, or phone numbers necessary to obtain the support you need.

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There are two types of incident support services available, a brief summary of which is listed below with more detailed information online at <http://support.microsoft.com/default.aspx?ln=en-hk>. Support offering follows the product support lifecycle, please refer to <http://support.microsoft.com/lifecycle/>

- Professional Incident Support - Targeted at technical communities of individuals, including resellers and consultants, OEMs/SBs, Developers, IT Pros, and Microsoft Certified Partners. Support hours Monday – Friday 9:00am -6:00pm, except public holidays
- Personal Incident Support – Targeted for home users and SOHO (small office, home office) users using Microsoft desktop or consumer products in stand-alone or small network environments. Support hours Monday – Friday 9:00am -9:00pm, except public holidays
- Severity A English Product 24X7 business critical support in English - The delivery of Professional incidents on a 24x7 basis will consist of local support during business hours (Monday – Friday, 9:00am – 6:00pm, except public holidays) for all severities, and delivery of out of business hours support for Severity A incidents in English for English product only at a special rate.  
“Severity A” incidents means the following situations that you may be in: Critical business impact; Customer’s business has significant loss or degradation of services; Need response within 2 hour

### Ordering Instructions:

**Credit card purchases** can be made by calling our services hotline (852) 2388-9600; by faxing or mailing the Incident Support Services Order Form to the fax number or address below.

Microsoft Hong Kong  
13/F, Cyberport 2  
100 Cyberport Road  
Hong Kong  
Attention: **Global Technical Support Center – HK/Macau**  
Fax: (852) 2967-1679

## Incident Support Services Order Form

Both Personal and Professional Incident Support package allow you to submit an incident over the phone or online. All annual Incident Support Services accounts are valid for one year from the date of purchase.

For the Terms and Conditions of Incident Support Services, please refer to <http://support.microsoft.com/default.aspx?LN=EN-HK&pr=terms>

<b>Personal Incident Support for Home Users</b> Microsoft® Personal Incident Support is designed to help all consumers, home users, home office and other very small-business customers using Microsoft consumer products.		
<b>1 incident of Annual Personal Support</b>	<b>HK\$ 450 per 1 incident</b>	Quantity: _____ pack(s) Please select product: <input type="checkbox"/> Windows <input type="checkbox"/> Office System
<b>Professional Incident Support for IT Professionals</b> Microsoft® Professional Incident Support for IT Professionals provides the assistance that technical users in small- to medium-sized businesses need to deploy and maintain applications, solutions and networks based on Microsoft platforms, products and tools.		
<b>1 incident of Annual Professional Support</b>	<b>HK\$ 2,300 per 1 incident</b>	Quantity: _____ pack(s)
<b>Severity A English Product 24X7 business critical support in English</b> Microsoft now offers 24x7 Professional (Pro) incident support world wide to Software Assurance customers, MSDN/TechNet subscribers and MSPP partners. The delivery of Professional incidents on a 24x7 basis will consist of local support during business hours (Monday – Friday, 9:00am – 6:00pm, except public holidays) for all severities, and delivery of out of business hours phone support for Severity A incidents in English for English product only at a special rate. "Severity A" incidents means the following situations that you may be in: * Critical business impact: * Customer's business has significant loss or degradation of services; * Need response within 2 hour		
<b>1 incident of 24*7 Annual Professional Support</b>	<b>HK\$ 4,600 per 1 incident</b>	Quantity: _____ pack(s)

### Method of Payment

Payment must be included with Order Form

**Credit Card**      Select One:    ☐ MasterCard    ☐ Visa

#### Microsoft Use Only

Contract: \_\_\_\_\_  
 Service Type/s: \_\_\_\_\_  
 Rec'd Date: \_\_\_\_\_

Credit Card Number:

Expiration Date \_\_\_\_ / \_\_\_\_

Microsoft Global Technical Support Center - HK will send you an official invoice that contains your account information when accepted your purchase.

### Account Contact Information

<b>TECHNICAL/USER CONTACT (REQUIRED)</b>  <b>Contact Person 1</b>  First Name _____  Last Name _____  Phone _____  Fax _____  E-mail _____	<b>MAILING ADDRESS (REQUIRED)</b>  Company _____  _____  Address _____  Address _____  Address _____
<b>TECHNICAL/USER CONTACT (OPTIONAL)</b>  <b>Contact Person 2</b>  First Name _____  Last Name _____  Phone _____  Fax _____  E-mail _____	<b>COMPANY CHOP &amp; SIGNATURE (REQUIRED)</b>  I/We have read and understood, and agree to the Terms and Conditions of Microsoft Incident Support Services, Confirmed & Approved By :  _____  Signature & Company Chop  Name : _____  Position : _____  Date : _____

Microsoft's Global Technical Support Center - HK are subject to Microsoft's then-current prices, terms, and conditions, which are subject to change without notice.

## TERMS AND CONDITIONS OF PERSONAL/PROFESSIONAL INCIDENT SUPPORT

**IMPORTANT - READ CAREFULLY:** This Agreement is a legal agreement between you (either an individual or a single entity) and Microsoft Hong Kong Limited (for customers in Hong Kong SAR) or Microsoft Macau Limited (for customers in Macau SAR), as the case may be ("Microsoft") for the number of support services ("Services") incidents indicated on the Personal/Professional incident support order form for software products licensed by Microsoft Corporation ("Software"). This Personal and Professional incident support service may also include updates and supplements to Software released by Microsoft Corporation. Any software provided along with the Personal and Professional incident support is licensed to you under the terms of a separate end-user license agreement by Microsoft Corporation. By using the Personal/Professional incident support, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Services; you may, however, contact Microsoft support hotline for a full refund within 14 days from the date of purchase with the full receipt. If you do not seek a refund within 14 days after your purchase of this service, you will be deemed to have accepted the terms of this Agreement.

**NOTE :** THE SERVICES UNDER THE PERSONAL AND PROFESSIONAL INCIDENT SUPPORT ARE ONLY VALID FOR USE IN HONG KONG SAR AND MACAU SAR AND MUST BE USED ON OR BEFORE THE EXPIRY DATE. IF YOU DO NOT USE THE SERVICES BEFORE THE EXPIRY DATE, IT WILL EXPIRE AND YOU WILL NOT BE ENTITLED TO USE THE SERVICES AFTER SUCH DATE. IN SUCH AN EVENT, YOU EXPRESSLY AGREE THAT MICROSOFT WILL NOT BE LIABLE FOR ANY REFUND OR ANY OTHER DAMAGES WHATSOEVER.

1. Definitions :

"Incident" means a single use or functionality problem and the commercial reasonable effort needed to resolve it regardless of the number of contacts with you concerning the problem. A "Single" use or functionality problem is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems, each shall be considered a separate incident. Microsoft shall reasonably determine what a single incident is and when it has ended. "Online Support", "Professional Support" and "Personal Support" shall have the meaning as described in the relevant Services Description. "Services Description" means detail description of Services provided for Professional Support or Personal Support issued by Microsoft from time to time.

2. Microsoft will provide the Services specified in this Agreement and the relevant Service Description (which may be amended by Microsoft from time to time). An appropriate number of Incidents will be deducted from the total number of Incidents covered by the Personal/Professional incident support for the services provided. The Services involve telephone and limited web support. You (on behalf of yourself and all employees and representatives (if any)) agree to use the Services on the terms and conditions set out in this Agreement.
3. This Agreement applies only to those Services Microsoft has expressly agreed to provide. Provision of any product or services not so specified will be the subject of separate agreement. References to this Agreement include a reference to the relevant Service Description and any annexes or appendices all of which constitute the entire agreement in relation to the Services.
4. The Services are for the sole benefit of you as the named user (if you acquired this Personal/Professional incident support in your personal capacity) or the named contact (if you acquired this Personal/Professional incident support as a corporate customer) provided that for Professional incident support of 5 incidents, corporate customers may register up to two (2) named contacts for receiving the Services. Microsoft reserves the right to immediately terminate any Services and this Agreement on reasonable suspicion that you have allowed someone else to use the Services in your name.
5. You will take adequate precaution to ensure that no one will abuse the Services by wrongfully using your contract number to receive the Services. You are responsible for all use (including misuse) of any number provided to you as a prerequisite for the provision of the Services until such time as you advise Microsoft in writing that the relevant contract number or password has been lost or stolen, at which time a replacement number will be issued by Microsoft.
6. Only Software which is validly licensed by Microsoft Corporation, purchased within Hong Kong SAR and Macau SAR from a Microsoft Authorised reseller or Retailer, properly registered and unaltered is eligible for the Services. Only those Software described in the relevant Services Description from time to time will be supported. Where language versions other than English and Traditional Chinese are validly licensed, Microsoft will use commercially reasonable efforts to provide support for such language versions.
7. Services will be provided to assist you in resolving problems you encounter with the use or functionality of the Software and may include advice, recommendations and information concerning your use of the Software with various hardware and software configurations. Microsoft warrants that it will use all commercially reasonable care and skill in trying to resolve problems but is unable to, and does not warrant that every problem will be resolved. To the extent permitted by law, this limited warranty is in lieu of all other warranties and conditions, express, or implied, including all implied warranties of merchantability and fitness for a particular purpose and of all other obligations, conditions, or liabilities on the part of Microsoft.
8. Services will not be provided where the Software is be used with less than the minimum system configuration recommended by Microsoft. Only current versions of the Software at the time the request for Services is made, and the next to current version of the Software, will be supported.

“Current” means that the relevant version of the Software is available for purchase by the public at the time of the date of the request for service. Microsoft may, at its sole discretion agree to provide services to support non-current software, in which case the appropriate number of Incidents to deal with such request for services will be deducted. The following are excluded from the Services: (a) failure, difficulty or inability in operation (“failure”) caused by equipment, product or services not supplied by Microsoft; (b) failure resulting from modification of a Software; (c) misuse of a Software or operator error; and (d) unlicensed software.

9. You must provide Microsoft with up to date, accurate and complete configuration and topology information concerning your computer system(s) and network(s) if asked to do so. Microsoft reserves the right to refuse to provide Services to you at any time if in its sole discretion Microsoft determines that your computer and network configuration(s) and topology(ies) are not supportable by Microsoft, you fail to provide the requested information or you have provided insufficient information for Microsoft to progress the issue. If Microsoft makes such a determination it may terminate this Agreement forthwith and you will be refunded an amount representing any unused Incidents on a pro-rata basis, except where you fail to provide or provide insufficient information on request from Microsoft and Microsoft has already spent more than 30 minutes working on the relevant problem.
10. If Microsoft determines that the problem experienced by you is caused by hardware or software not provided by Microsoft the support will be regarded as a single Incident request, but support provided for that Incident will end upon such determination.
11. Microsoft may amend the terms of this Agreement and/or the relevant Service Description on giving 30 days\* written notice. If Microsoft provides such notice and you do not accept the changes, then you may terminate this Agreement by notice in writing to Microsoft pursuant to Clause 13 below.
12. Each fully paid Personal/Professional incident support shall be valid for a period of twelve (12) months from the date you register and use the Services unless terminated earlier in accordance with the conditions of this Agreement. ANY INCIDENTS OF PERSONAL/PROFESSIONAL INCIDENT SUPPORT WHICH HAVE NOT BEEN USED WITHIN THE SAID TWELVE (12) MONTHS WILL AUTOMATICALLY EXPIRE AT THE END OF THE SAID PERIOD. THE SERVICES UNDER PERSONAL/PROFESSIONAL INCIDENT SUPPORT ARE ONLY VALID FOR USE IN HONG KONG SAR AND MACAU SAR AND MUST BE USED ON OR BEFORE THE EXPIRY DATE. IF YOU DO NOT USE THE SERVICES BEFORE THE EXPIRY DATE, THE PERSONAL/PROFESSIONAL INCIDENT SUPPORT WILL EXPIRE AND YOU WILL NOT BE ENTITLED TO USE THE SERVICES AFTER SUCH DATE. IN SUCH AN EVENT, YOU EXPRESSLY AGREE THAT MICROSOFT WILL NOT BE LIABLE FOR ANY REFUND OR ANY OTHER DAMAGES WHATSOEVER.
13. Either party may terminate this Agreement immediately by notice in writing if the other party has breached any term of this Agreement and has failed to remedy that breach within 14 days of being requested to do so or, alternatively, if the other party is no longer able to meet its debts as and when they fall due. Microsoft may terminate this Agreement by giving you 30 days\* written notice. You may terminate this Agreement by giving Microsoft 90 days\* written notice. Where this Agreement is terminated without fault on your side, you will be refunded an amount representing the number of unused Incidents on a pro-rata basis. At its discretion Microsoft may suspend provision of the Services if at any time your conduct is such that, in its reasonable view, Microsoft’s ability to provide the Services is detrimentally affected by that conduct.
14. You acknowledge that you have relied on your own skill and judgment in deciding to acquire the Services. You assume ALL RISKS for the use you may make of the information, software and other materials and media made available to you under the Personal/Professional Incident Support or through access to the Services.
15. You are not entitled to rely on, and Microsoft makes no warranties in respect of, the Services being uninterrupted or error-free. Microsoft does not warrant, and you must not rely on Microsoft providing, error-free or continuous availability communications links as the provision of Services via telephone or data links is dependent on the continued availability of communications facilities provided by third parties. You agree to take adequate precautions against damage to your operation that could be caused by such interruption or errors, including making appropriate data backups, and that Microsoft will not be held responsible for any loss of your data. You must ensure that means to access the Services are available and you must also ensure proper and lawful use of the same.
16. If the relevant Services Description specifies response times then all reasonable efforts will be made by Microsoft to resolve service requests in accordance with those response times, provided always that such requests can ultimately be resolved by Microsoft. If no specific response times are indicated, the Services will be provided within a reasonable time.
17. Microsoft’s sole obligation and your exclusive remedy in the event of breach of any terms of this Agreement or any the warranties by Microsoft shall be to use commercially reasonable efforts to correct the breach if the same results in the material impairment of the operation of the Services as warranted. If Microsoft cannot correct the breach within fourteen (14) days, Microsoft or you may terminate this Agreement immediately whereupon Microsoft shall have no obligation or liability to you except to refund an amount representing the unused Incidents, if any, on a pro-rata basis.
18. Subject to, and to the extent permitted by applicable law, neither Microsoft, its Contractor (as defined below) nor anyone else who has been involved in the creation, production, or delivery of the Services shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like or any other pecuniary loss) arising out of the use or inability to use Microsoft products or provision of, or failure to provide, the Services even if Microsoft, its Contractor or

such third party has been advised of the possibility of such damages. In any event, the liability of Microsoft, its Contractor or such third party, whether for negligence, breach of contract, breach of warranty, or otherwise shall, in the aggregate, not exceed the total amount you paid for the Personal/Professional incident support. No action, whether in contract, tort, or otherwise, arising out of the performance of the Services or these Terms and Conditions may be brought by either party more than two (2) years after the cause of action arises.

19. If Microsoft's performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control including, but not limited to, Acts of God, fire, explosion, vandalism, storm, strikes, labour disputes, wars, national emergencies, lockout, work stoppages or other labour difficulties, supplier failures, breaches or delays, failures and down times of utilities and/or telecommunications equipment or computer down times then Microsoft shall be excused from such performance for the duration of the period during which such cause continues to bring about such prevention or delay.
20. You may not assign this Agreement, or the right to receive the Services to any person or company without Microsoft's prior written permission.
21. Notwithstanding any other provision of this Agreement, Microsoft may engage, hire, license or sub-contract such persons as it considers necessary to provide the Services ("Contractor"). Where a Contractor is engaged by Microsoft to perform the Services or any part thereof then the references to Microsoft in this Agreement shall be deemed to include Microsoft's Contractors.
22. Microsoft treats the personal information provided by you during registration as confidential. The information may be disclosed or transferred on a confidential basis to our parent company, Microsoft Corporation, in the United States and/or other associated companies, partners and agents. Your personal data will only be used for the purpose for which it was originally collected and for general marketing purposes of products or services of Microsoft, Microsoft Corporation and affiliated companies and/or our selected partners. For details, please visit our web site at [www.microsoft.com/hk/privacy](http://www.microsoft.com/hk/privacy).
23. You may cancel any annual support incident within 90 days from time of purchase and receive a pro-rata refund provided that all requests for refund are made in writing within the said 90 days period. All such requests should be directed to Customer Service hotline at (852) 2388-9600.
24. This Agreement shall be construed in accordance with the laws of in Hong Kong SAR of the People's Republic of China.