

“MICROSOFT COMPLETE FOR BUSINESS FOR SURFACE HUB”

Commercial Service Contract Terms & Conditions

CONGRATULATIONS! Thank you for purchasing “Microsoft Complete for Business for Surface Hub”. Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and the Proof of Purchase together in a safe place, as these will be needed at time of Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help the Holder determine and understand “WHAT IS COVERED” under this Contract. For any questions regarding the information contained in this Contract document, or Coverage in general, please contact the Administrator toll-free at 1-800-642-7676.

DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator”**: the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator AS SPECIFIED IN THE “SPECIAL JURISDICTIONAL REQUIREMENTS” SECTION OF THIS CONTRACT AND APPLICABLE TO THE HOLDER’S JURISDICTION.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to the Holder.
- **“Contract Holder”, “Holder”**: the purchaser/owner of the Product(s) covered by this Contract.
- **“Product(s)”**: the item(s) that the Holder originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
- **“Product Purchase Price”**: the amount paid by the Holder for the covered Product; excluding any applicable taxes and/or fees.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which the Service Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- **“Term”**: the period of time in which the provisions of this Contract are valid.
- **“Claim”**: a demand for payment in accordance with this Contract sent by the Holder.
- **“Breakdown”**: the mechanical and/or electrical failure of the Holder’s Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services covered under this Contract (if any).
- **“Repair”**: the actions We take to mend, remedy, or restore the Holder’s Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used or refurbished that perform to the factory specifications of the original Product.
- **“Replace” or “Replacement(s)”**: delivery to the Holder of a replacement item in the event We determine the Holder’s previous Product is not suitable for Repair. We reserve the right to Replace the Holder’s defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

Coverage for a Breakdown (as defined) begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of the Term shown on the Holder’s Proof of Purchase.

PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein (except for the original equipment manufacturer’s limited warranty).

WHAT IS COVERED – GENERAL

During the SERVICE CONTRACT TERM described above, in the event of a covered Claim this Contract provides labor and/or parts required to Repair the covered Product, or at Our sole discretion, Replacement of the covered Product in lieu of Repair (“**Coverage**”). On-site Repairs, removal, reinstallation and shipment of the covered Product to Our depot center (if necessary) are also covered. *NOTE: accidental damage from handling (such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage) is NOT covered.*

Coverage described in this Contract does not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer’s ability to fulfill its obligations. We will Repair or Replace the Holder’s Product pursuant to the provisions of this Contract. If We decide to provide a Replacement Product, technological advances may result in a Replacement with a lower selling price than the previous covered Product, and no reimbursement based on any Replacement item cost difference will be provided. Any and all parts or units Replaced under this Contract become Our property in their entirety. *When a Replacement is applicable and provided in lieu of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.*

DEDUCTIBLE

No Deductible payment is required in order to receive service for the covered Product.

PLACE OF SERVICE

For all covered Claims, at our discretion, this contract provides on-site Repairs or removal, reinstallation and shipping of the covered Product to Our depot center depending on the nature of the covered Breakdown.

LIMIT OF LIABILITY

The maximum amount that We are obligated to pay pursuant to this Service Contract during the Contract Term shall not exceed the amount equal to the original Product Purchase Price or one (1) Replacement, at Our sole discretion.

For Breakdown Covered Claims:

- *Aggregate Repair Limit:* three (3) Repairs to the original covered Product, up to the original Product Purchase Price.
- OR
- *Aggregate Repair Limit:* two (2) Repairs to the original covered Product, up to the original Product Purchase Price.
 - *Replacement Limit:* up to one (1) Replacement of the original covered Product in the event We determine that it cannot be repaired.

NOTE: ACCIDENTAL DAMAGE FROM HANDLING CLAIMS (SUCH AS DAMAGE RESULTING FROM DROPPING THE COVERED PRODUCT, LIQUID SPILLAGE, OR IN ASSOCIATION WITH SCREEN BREAKAGE) IS NOT COVERED.

Neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of Repair parts/components.

WHAT IS NOT COVERED – EXCLUSIONS

THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (a) **Pre-Existing Conditions** incurred or known to the Holder (*“Pre-Existing Conditions” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Holder’s Product before this Contract was purchased*);
- (b) **Improper packaging and/or transportation** by the Holder or the Holder’s representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;
- (c) **Modifications, adjustments, alterations, manipulation or repairs** made by anyone other than a service technician authorized by Us;
- (d) **Damage from freezing or overheating;**
- (e) **Normal wear and tear;**
- (f) **The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;**
- (g) **Viruses, vandalism, loss, theft, or malicious mischief or disappearance;**
- (h) **Rust, corrosion, warping, bending;**
- (i) **Animals (including pets), animal inhabitation or insect infestation;**
- (j) **Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;**
- (k) **Accidental damage from handling (such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage);**
- (l) **Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;**
- (m) **Improper use of electricity, power fluctuations or power surges;**
- (n) **Merchandise that is subject to a manufacturer’s recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; epidemic failures regardless of the manufacturer’s ability to pay for such repairs;**
- (o) **Merchandise that has removed or altered serial numbers;**
- (p) **Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;**
- (q) **Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage (*“Cosmetic Damage” refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*);**
- (r) **Normal periodic or preventive maintenance, user education or set up adjustments;**
- (s) **Any service of the Product that is covered by a warranty, other service contract, or insurance;**
- (t) **Accessories and peripherals (such as digital pen), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;**
- (u) **Screen/monitor imperfections; including but not limited to: burned-in images in LED screen caused by prolonged display of one or more video signals; or cracked screens;**
- (v) **Cost of lost components not covered by the Product’s original manufacturer’s warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any U.S. economic or trade sanctions;**
- (w) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or**
- (x) **Any service performed outside of the United States of America, its territories, or Canada.**

THE HOLDER IS RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE HOLDER'S COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO THE HOLDER. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF THE HOLDER'S PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO THE HOLDER'S PRODUCT IS COVERED UNDER THE HOLDER'S SERVICE CONTRACT. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKES UNAUTHORIZED REPAIRS.

For service, call Us toll-free at 1-800-642-7676 to speak to one of Our authorized representatives, who will promptly obtain details regarding the problem with the Product. Once coverage has been confirmed, service for the defective Product may be provided in any or all of the following manners:

1. Attempt to resolve the situation over the telephone and/or remotely.
2. If We are unsuccessful in resolving the issue over the telephone and/or remotely, We will send an authorized technician on-site to evaluate and attempt to Repair the Product.
3. If the defective Product cannot be Repaired on-site and must be shipped to one of Our depot centers, We will provide for the removal and shipping of the defective Product to Our depot center, as well as the return and reinstallation of the Repaired Product (or if applicable, Replacement Product) back to the Holder's location.

NOTE: The affected Product should never be returned to a Retailer or shipped anywhere, unless We have provided instructions to do so.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. In the event the Holder's Term expires during the time of an approved Claim, Coverage under this Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Holder's Contract.

RENEWABILITY

After the Contract Term expires, We, at our discretion, may offer the Holder the option to renew Coverage. If We offer renewal, the renewal price quoted will reflect the age of the Holder's Product and the prevailing Product Replacement cost at the time of the renewal.

TRANSFERABILITY

Coverage under this Contract cannot be transferred to any other party or product.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to Replace the Product covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event the Holder cancel this Contract and We fail to refund any unearned portion of the Contract price, the Holder is entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

CANCELLATION

The Holder may cancel this Contract at any time by informing the Administrator at 1-800-642-7676 (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.

- If the Holder's cancellation request is within 30 days of the Contract purchase date, the Holder will receive a 100% refund of the Contract purchase price paid by the Holder, minus any Claims paid by Us (except where prohibited; as indicated in the "SPECIAL JURISDICTIONAL REQUIREMENTS" section). If the Holder's refund is not paid or credited within 30 days after the Holder's cancellation request to Us, We will add an extra 10% to the Holder's due refund for every 30 days the refund is not paid by Us.
- If the Holder's cancellation request is made after 30 days of the Contract purchase date, the Holder will receive a pro-rata refund of the Contract purchase price paid by the Holder, minus any Claims paid by Us (except where prohibited by law, as indicated in the "SPECIAL JURISDICTIONAL REQUIREMENTS" section) and an administrative fee not to exceed 10% of the Contract purchase price or ten dollars (\$10.00), whichever is less.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by the Holder; (B) material misrepresentation by the Holder; or (C) substantial breach of duties under this Contract by the Holder in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to the Holder at least 15 days prior to the effective date of cancellation (except as may otherwise be required and noted in the "SPECIAL JURISDICTIONAL REQUIREMENTS" section). Such notice will be sent to the Holder's current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, the Holder will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

COMPLAINTS PROCEDURE

It is always the intention to provide the Holder with a first class service. However, if the Holder is not happy with the service please notify one of Our representatives as outlined on the Proof of Purchase.

We will reply within five (5) working days from when We receive the Holder's complaint. If it is not possible to give the Holder a full reply within this time (for example, because a detailed investigation is required), We will give the Holder an interim response telling the Holder what is being done to deal with the Holder's complaint, when the Holder can expect a full reply and from whom. In most cases the Holder's complaint will be resolved within four (4) weeks.

PRIVACY AND DATA PROTECTION

The Holder agrees that any information or data disclosed to Us under this Contract is not confidential. Furthermore, the Holder agree that We may collect and process data on the Holder's behalf when We provide the services contemplated under this Contract. This may include transferring the Holder's data to affiliated companies or third party service provider. Except for the purposes of providing services in this Contract, We will not share the Holder's information with third parties without the Holder's permission and We will comply with applicable privacy and data protection laws in the Holder's specific jurisdiction.

Unless specifically prohibited by the Holder's jurisdiction's privacy and data protection laws, We may transfer the Holder's information to other countries and jurisdictions provided that anyone to whom We transfer the Holder's information provides an adequate level of protection. In addition, the Holder's information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to the Holder when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** the Holder expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address the Holder provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to the Holder is considered delivered when sent to the Holder by email or fax number that the Holder provided to Us, or three (3) days after mailing to the street address the Holder provided.

ENTIRE AGREEMENT

This Service Contract; including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, and the Holder's Proof of Purchase, constitute the ENTIRE AGREEMENT between Us and the Holder and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL JURISDICTIONAL REQUIREMENTS

Regulation of commercial service contracts may vary widely from state to state. Any provision within this Contract which conflicts with the laws of the state where the Holder's business operates will automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if the Holder's Contract was purchased in one of the following states and supersede any other provision within the Holder's Contract terms and conditions to the contrary.

- A. IN ALL STATES (EXCEPT FLORIDA & WASHINGTON) – The "DEFINITIONS" section is deleted and replaced as follows:**
"We", "Us", "Our", "Provider", "Obligor", "Administrator" refer to the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract administrator, who is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114.
- B. CONNECTICUT ONLY – This Contract is amended as follows:**
The following disclosure statement is added to the "CANCELLATION" section: The Holder may cancel this Service Contract if the covered Product is sold, lost, stolen, or destroyed.
Additional Disclosure Statements: In the event of a dispute with Administrator, the Holder may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of Repair of the Product and a copy of the warranty Service Contract. SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.
- C. FLORIDA ONLY – This Contract is amended as follows:**
The definition of "We", "Us", "Our", "Administrator" is deleted and replaced with the following: "We", "Us", "Our", "Administrator" means the party obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract administrator, who is Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, NY 10038. This Contract is an agreement between the Us, the provider, Technology Insurance Company, Inc. and You, the purchaser.

D. GEORGIA ONLY – This Contract is amended as follows:

Added Disclosure Statement: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia.

The "CANCELLATION" provision is deleted and replaced with the following: If the Holder's cancellation request is made after 30 days of the Contract purchase date, the Holder will receive a pro-rata refund of the full Contract purchase price paid by the Holder, and an administrative fee not to exceed 10% of the pro-rata refund amount or \$10.00; whichever is less. The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by the Holder. If We cancel this Contract, written notice must be provided to the Contract Holder at least 30 days in advance. In no event will Claims be deducted from any refund. In no event will there be an administration or cancellation fee if cancelled by Us or the Administrator.

E. ILLINOIS ONLY – The following disclosure statement is added to this Contract:

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

F. INDIANA ONLY – The following disclosure statements are added to this Contract:

This Service Contract is not insurance and is not subject to Indiana insurance law. The Holder's proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to the Holder. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

G. OREGON – This Contract is amended as follows:

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and the Holder.

H. UTAH – This Contract is amended as follows:

Added Disclosure Statements: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The "CANCELLATION" provision is amended as follows: We may only cancel this Service Contract for material misrepresentation, nonpayment by the Holder or a substantial breach of duties by the Holder relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice.

I. WASHINGTON – This Contract is amended as follows:

The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 ("We", "Us", "Our", "Administrator").