

## “MICROSOFT COMPLETE FOR EDUCATION”

### CANADA

#### Commercial Extended Warranty Contract Terms & Conditions

THIS EXTENDED WARRANTY CONTRACT IS VALID IN THE FOLLOWING PROVINCES/TERRITORIES ONLY:  
NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC, AND SASKATCHEWAN

**CONGRATULATIONS!** Thank you for purchasing “Microsoft Complete for Education”. Please keep this important terms and conditions document (“**Extended Warranty Contract**”, “**Contract**”), and the Purchase Order 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 1-877-696-7786.

### DEFINITIONS

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

- **“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator”**: refer to the party obligated to provide service under this Contract as the extended warranty contract provider/obligor, as well as handle the administration under this Contract as the extended warranty contract Administrator, who is AMT Warranty Corp. of Canada, ULC, 421 7<sup>th</sup> Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to the Holder.
- **“Contract Holder”, “Holder”**: the business enterprise that purchased the Products and this Contract, who is to receive coverage in accordance with the terms and conditions of this Extended Warranty Contract.
- **“Product(s)”**: the items that meet the criteria outlined in the “PRODUCT ELIGIBILITY” section that are covered under this Contract.
- **“Purchase Order”**: A numbered document that confirms the purchase date of this Contract, specific type of covered Products with exact quantity of each type, Contract Holder with name and address, and the Contract coverage Term period. THIS CONTRACT IS NOT VALID WITHOUT A PURCHASE ORDER.
- **“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.
- **“Power Surge”**: damage to the Product resulting from an oversupply of voltage to the Holder’s Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but **not** including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services covered under this Contract (if any).
- **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Separate purchase for ADH/ADP Coverage is required.*
- **“Replace” or “Replacement(s)”**: delivery to the Holder of a replacement item in association with a covered Claim. We reserve the right to replace the affected original Product with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model or color as the previous covered Product.

### PRODUCT ELIGIBILITY

In order to be eligible for the coverage described in the “WHAT IS COVERED” section of this Contract, the following are required:

1. The items must be Microsoft Surface Pro™ or Microsoft Surface Book™ series tablets, purchased as new, and come with manufacturer’s original equipment warranties.
2. A new Contract Holder must purchase a minimum of 10 units per consecutive twelve-month period commencing from the date of the first purchase of eligible Products covered under the “Microsoft Complete for Education” program from an authorized Retailer or distributor. *NOTE: This requirement is required for first-time Contract Holders only.*
3. The items must not be covered under any other insurance, warranty, guarantee and/or extended warranty contract providing the same benefits as outlined herein.

### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. Coverage for damages to the covered Product resulting from Power Surge or ADH/ADP begins upon Product purchase date and continues for the Term shown on the Holder’s Purchase Order.
2. Coverage for a Breakdown 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 Purchase Order.

### WHAT IS COVERED

During the CONTRACT TERM described above, this Contract provides Replacements for the covered Products listed on the Purchase Order in the event of a covered Claim for a Breakdown, Power Surge or ADH.

Replacements will be provided on an expedited advanced exchange basis.

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 Replace the Holder’s Product pursuant to the provisions of this Contract. 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. *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.* WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH

A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

### **ADDITIONAL BENEFIT INCLUDED IN THIS EXTENDED WARRANTY CONTRACT – NO LEMON GUARANTEE**

This Contract also provides a "NO LEMON GUARANTEE". During the Term, if the Holder's Product has three (3) Repairs covered under this Contract for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered covered under this Contract ("**Qualifying Service Repairs**"), We will Replace the Holder's Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the "LIMIT OF LIABILITY" section. Any Repair services performed while the Holder's Product is under its manufacturer's warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered to be Qualifying Service Repairs under this benefit.

### **PLACE OF SERVICE**

For all covered Claims, this Contract provides pre-paid shipping of covered Replacements to the Holder's registered location on file.

### **LIMIT OF LIABILITY**

The maximum amount that We shall be liable for all covered Claims pursuant to the terms and conditions of this Contract is one (1) Claim for each covered Product; which shall not exceed the amount equal to the sum original purchase price paid for the covered Products shown the Holder's Purchase Order (excluding any taxes and/or fees). Once the Limit of Liability has been reached, Our obligations will be considered fulfilled in their entirety and coverage under this Contract ends.

Additionally, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data or lost income 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 a Replacement. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to the Holder, including any inherent Product flaws.

### **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) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions;
- (L) Improper use of electricity and power fluctuations;
- (M) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error or epidemic failures, regardless of the manufacturer's ability to pay for such repairs;
- (N) Merchandise that has removed or altered serial numbers;
- (O) Any consequential damages or delay in rendering service under this extended warranty contract, or loss of use, data, time or income during the period of time in which the Product is being serviced under the terms and conditions of this Contract;
- (P) 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);
- (Q) Normal periodic or preventive maintenance, user education or set up adjustments;
- (R) Any service of the Product that is covered by a warranty, other Extended Warranty Contract, or insurance;
- (S) Accessories and peripherals (such as detachable keyboards), 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;
- (T) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens;
- (U) 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 Canadian economic or trade sanctions;
- (V) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (W) Any service performed outside of Canada or the United States of America.

UNDER THIS EXTENDED WARRANTY CONTRACT, WE ARE UNABLE TO TRANSFER ANY SOFTWARE OR DATA FROM ANY TYPE OF DEVICE TO ANOTHER. THIS CONTRACT DOES NOT COVER COSTS ASSOCIATED WITH RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM ANY TYPE OF DEVICE (INCLUDING A "COVERED PRODUCT"). IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, RETRIEVING DATA FROM OR TO ANY TYPE OF DEVICE OR FOR ANY ASSOCIATED COSTS THEREOF.

### **HOW TO FILE A CLAIM**

Important: the submission of a Claim does not automatically mean that the damage to or failure of the Product is covered under this Extended Warranty Contract. For a Claim to be considered, the holder's Designated Representative (shown on the Purchase Order) must contact Us first for initial review and diagnosis of the problem. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKE UNAUTHORIZED REPAIRS.

1. The Designated Representative must call Us at 1-877-696-7786 with the Purchase Order readily available.
2. Our authorized representatives will promptly obtain details regarding the problem with the Product, and will first attempt to resolve the situation over the telephone and/or remotely.
3. If We are unsuccessful in resolving the issue over the telephone and/or remotely, the Holder will be given a *Claim service request number* and further instructions on how service will be provided under this Contract.

NOTICE: If 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.

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#### RENEWABILITY

Coverage under this Contract is not renewable.

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#### TRANSFERABILITY

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

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#### CANCELLATION

*The Holder may cancel this Contract at any time by informing the Administrator at 1-877-696-7786 (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. 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.
- 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. 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.*

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#### 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 Us by writing to: AMT Warranty Corp. of Canada, ULC, 421 7<sup>th</sup> Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9; or by calling us toll-free at 1-877-696-7786.

We will reply within five (5) working days from when We receive the Holder's complaint in writing. 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.

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#### PRIVACY AND DATA PROTECTION

The Holder agrees that any information or data disclosed to Us under this Contract is not confidential. Furthermore, the Holder agrees 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.

We do not and cannot provide data backup or data wiping services in association with any covered Products. It is the Holder's sole responsibility to secure backup storage for any and all data in association with the usage of the covered Products.

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#### 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.

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#### OUR RIGHT TO RECOVER PAYMENT

If the Holder has a right to recover against another party for anything We have paid under this Contract, the Holder's rights shall become Our rights. The Holder shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after the Holder is fully compensated for their loss.

#### ENTIRE AGREEMENT

This Extended Warranty Contract, including the terms, conditions, limitations, exceptions and exclusions, and the Purchase Order, 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

**NOTICE: THIS EXTENDED WARRANTY CONTRACT IS NOT VALID IN THE FOLLOWING PROVINCES/TERRITORIES: ALBERTA, BRITISH COLUMBIA, MANITOBA, NEW BRUNSWICK, NOVA SCOTIA, AND YUKON.**

**Regulation of extended warranty contracts may vary widely depending on the province or territory. Any provision within this Contract that conflicts with the laws of the province/territory in which this Contract was purchased shall automatically be considered to be modified in conformity with applicable provincial/territorial laws and regulations as set forth below. The following provincial/territorial requirements apply if the Contract was purchased in one of the following provinces and supersede any other provision within the Contract terms and conditions to the contrary.**

- **FOR NUNAVUT ONLY** – The following provision is added: "THE HOLDER MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT X1A 3S9) ORALLY OR IN WRITING."
- **FOR ONTARIO ONLY** – The following provision is added: "THE HOLDER MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING."
- **FOR QUEBEC ONLY** – The following disclosure is added: "The parties acknowledge that they have requested that this Contract and all ancillary documents be drawn up in the English language only. Les parties reconnaissent avoir exigé que cette convention ainsi que tous les documents y afférents soient rédigés en anglais seulement."