

“MICROSOFT COMPLETE FOR ENTERPRISE”

Commercial Service Contract Terms & Conditions

CONGRATULATIONS! Thank you for purchasing “Microsoft Complete for Enterprise”. Please keep this important terms and conditions document (“**Service 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 You 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 at +65-6370-9000.

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, who is Microsoft Regional Sales Corporation, located at Blk 438 B, Alexandra Technopark, #04-09/12, Alexandra Road, Singapore, 119968.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to You.
- **“You”, “Your”, “Enterprise Contract 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 Service Contract.
- **“Product(s)”**: the item(s) 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, Enterprise Contract Holder 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 You.
- **“Breakdown”**: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- **“Service Fee”**: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- **“Accidental Damage”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Separate purchase for Accidental Damage Coverage is required.*
- **“Repair”**: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **“Replace” or “Replacement(s)”**: delivery to You of a replacement item in the event We determine Your previous Product is not suitable for Repair. We reserve the right to Replace Your 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.

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 Product must be Microsoft Surface Book™ series laptops, Microsoft Surface™ series tablets, or Microsoft Surface Pro™ series tablets and purchased as new with a minimum twelve (12) month manufacturer’s warranty.
2. You must purchase coverage under this Contract for a minimum of 250 Products per consecutive twelve-month period commencing from the date of the first purchase of eligible Products covered under the “Microsoft Complete for Enterprise” program from an authorized Retailer or distributor. *NOTE: This requirement applies to the Enterprise Contract Holder who purchases this Contract for the first time.*
3. The items must not be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to the covered Product resulting from Accidental Damage** begins upon Product purchase date and continues for the Term shown on Your 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 Your Purchase Order.

WHAT IS COVERED

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

Replacements may be provided on an expedited advanced exchange basis. Additionally, the following provisions apply based on the nature of the incident with the covered Product, as confirmed by the Administrator:

- **If the defective original Product is able to power-on (is ‘bootable’)**, You will be required to return the defective Product to Us using the pre-paid shipping provided by Us within ten (10) calendar days of confirmed delivery receipt of the Replacement. IF THE DEFECTIVE PRODUCT

IS NOT RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT, YOU WILL BE ASSESSED A NON-RETURNED DEVICE FEE EQUAL TO THE MSRP OF THE REPLACEMENT PRODUCT. *Any and all Products returned to Us shall become Our property in their entirety, and it is Your sole responsibility to ensure that any and all data that has been stored on the affected Product is properly deleted from the affected Product prior to shipping it to Us.*

- **If the defective original Product is unable to power-on (is 'non-bootable'),** You will not be required to return the defective Product to Us providing the aggregate number of defective Products does not exceed one percent (1%) of the total number of covered Products under the specific Purchase Order to which the defective Products are related. If the number of non-bootable defective Products exceed one percent (1%), You must return the defective Product to Us using the pre-paid shipping provided by Us within ten (10) calendar days of confirmed delivery receipt of the Replacement. **IF THE DEFECTIVE PRODUCT IS NOT RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT, YOU WILL BE ASSESSED A NON-RETURNED DEVICE FEE EQUAL TO THE MSRP OF THE REPLACEMENT PRODUCT.** *Any and all Products returned to Us shall become Our property in their entirety, and it is Your sole responsibility to ensure that any and all data that has been stored on the affected Product is properly deleted from the affected Product prior to shipping it to Us.*

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 Your 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 SERVICE CONTRACT

During the Term, if Your Product has three (3) Repairs covered under this Contract for the same problem and a fourth (4th) Repair is required for the same problem and considered covered under this Contract ("**Qualifying Service Repairs**"), We will Replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You 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 Your 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 the affected Product to the servicing location designated by the Administrator, as well as shipping of the Repaired Product (or Replacement, if applicable) back to Your 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 two (2) Claims for each covered Product; which shall not exceed the amount equal to two (2) times the sum original purchase price paid for the covered Products shown in Your 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 You, 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 You ("Pre-Existing Conditions" refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased);**
- (b) **Improper packaging and/or transportation by You or Your 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; 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 Service Contract, or loss of use, data, time or income during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;
- (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 service 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 U.S. 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 Hong Kong.

UNDER THIS SERVICE 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 OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. In order for a Claim to be considered, Your 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 YOU MAKE UNAUTHORIZED REPAIRS.

The Designated Representative must call Us at +65-6370-9000 with the Purchase Order readily available. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be given a *Claim service request number* and further instructions on how service will be provided under this Contract.

The affected Product should never be returned to the Retailer or shipped anywhere unless We have provided instructions to do so. If We request the defective Product to be returned, this Contract provides pre-paid shipping for both to and from Our authorized servicer, and the following items must be included in the pre-paid shipment package:

- (1) The defective Product;
- (2) A copy of Your Proof of Purchase;
- (3) A brief written description of the problem You are experiencing with the Product; and
- (4) A prominent notation of Your *Claim service request number* that was provided by the Administrator.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If Your 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 Your Contract.

RENEWABILITY

Coverage under this Contract is not renewable.

TRANSFERABILITY

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

CANCELLATION

You may cancel this Contract at any time by informing the Administrator at +65-6370-9000 (or through email at msespb@microsoft.com) of the cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, 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 You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your 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, You 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 You with a first class service. However, if You are 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 Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy for the purpose of providing such services. Except for such purpose, We will not share Your information with affiliated companies or third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that we have reasonable grounds for believing that anyone to whom We transfer Your information provides an adequate level of protection and the law in force in that country or jurisdiction is substantially similar to, or serves the same purposes as, the privacy and data protection laws in force in Hong Kong. In addition, Your 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 You 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.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You 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 You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
- 4. Law.** This Service Contract is governed by the laws of Hong Kong.

OUR RIGHT TO RECOVER PAYMENT

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

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the Purchase Order, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.