

## LIMITED WARRANTY & SUPPORT TERMS

These Limited Warranty and Support Terms are an agreement between Microsoft Corporation and you. Please read them carefully. **BY ACCEPTING SHIPMENT OF YOUR PERCEPTIVE PIXEL BY MICROSOFT TOUCH DEVICE PURCHASED FROM AN AUTHORIZED SELLER (“HARDWARE PRODUCT”) OR BY ACCEPTING OUR PERFORMANCE OF HARDWARE PRODUCT SUPPORT, YOU AGREE TO THESE TERMS.**

**A. WARRANTIES.** Customer shall be entitled to warranty coverage solely as identified below.

1. **Limited Hardware Warranty.** Microsoft warrants that the Hardware Product, will perform substantially as described in the applicable Hardware Product documentation for a period of one year from the first day of the month after the Hardware Product is received by Customer (the “Limited Hardware Warranty Term”). Hardware Product that does not meet the Limited Hardware Warranty is subject to Return to Factory Support or, for an additional fee, Advance Exchange Support as defined below in Section B. Customer must (i) provide notice to Microsoft during the Limited Hardware Warranty Term, and (ii) upon request, provide proof of purchase including serial number of the Hardware Product and date of purchase. This Limited Hardware Warranty only applies if you have made full payment for the Hardware Product and only covers those defects that arise as a result of normal use of the Hardware Product. This warranty does not apply to any (a) software, (b) Hardware Product that has been damaged by negligence; abuse; accident; act of God; misuse; misapplication; incorrect line voltage, fluctuations and surges; failure to follow operating instructions; or improper installation (unless such installation was performed by Microsoft), or (c) Hardware Product that has been modified or had its seals broken or serial number removed or defaced.

2. **No Other Warranties.** The express warranty stated in this Section A is the only express warranty to Customer and is provided in lieu of all other express or implied warranties and conditions (if any) including any created by any other statements, documentation or packaging. No other warranties or conditions are made with respect to the Hardware Product or the Limited Hardware Warranty by any person, including but not limited to Microsoft and its suppliers. No other information (oral or written) or suggestions given by Microsoft, its agents or suppliers or its employees, shall create a warranty or condition or expand the scope of the Limited Hardware Warranty stated in Section A. Also, there is no warranty or condition of title, quiet enjoyment, or non-infringement in the Hardware Product. Customer may have greater rights existing under legislation in Customer’s jurisdiction. Where any term of the Limited Hardware Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Hardware Warranty shall remain in full force and affect.

**B. HARDWARE PRODUCT SUPPORT.** Microsoft offers the following types of support for the Hardware Products. Some Support Services may be provided by a Microsoft contractor.

1. **Installation.** An installation date will be mutually agreed upon by the Parties. Prior to the installation date, Microsoft can conduct a site review. Microsoft will evaluate the planned installation location, the loading dock location, and the available space to move the Hardware Product. Microsoft will review Customer’s power source and networking. If a site review is conducted, Microsoft will provide customer with an assessment of the work needed to prepare the Customer’s site for proper Hardware Product installation. On the installation date, a Microsoft resource will arrive at the Customer site. The Microsoft resource will unpack the Hardware Product, clean and examine it for any damage, and install the Hardware Product. The Microsoft resource will power up the Hardware Product and test system and application performance.

2. **Return to Factory Support** - Customer must open a service ticket through the [ppihelp@microsoft.com](mailto:ppihelp@microsoft.com) web portal and request Return to Factory support for the Hardware Product. Microsoft will contact Customer to identify and verify a defect. Microsoft will repair or, at Microsoft’s sole discretion, replace defective Hardware Product. Customer is responsible for returning the Hardware Product for repair, using adequate packaging, such as the packaging included with the original product or its equivalent. Customer is responsible for paying all shipping charges to send the Hardware Product back to Microsoft and must insure the shipment or accept the risk of loss or damage during transit. Upon receipt of the Hardware Product, Microsoft will verify the defect and use commercially reasonable efforts to perform necessary repairs within 5 business days. Microsoft will then ship the Hardware Product back to the Customer address of record. Return to Factory Support includes parts, labor, and return shipment of the Hardware Product back to Customer after repair. It does not include duties, customs fees, taxes or related costs.

3. **Advance Exchange Support** - Customer must open a service ticket through the [ppihelp@microsoft.com](mailto:ppihelp@microsoft.com) and request Advance Exchange Support for the Hardware Product. Microsoft will contact Customer to identify and verify the defect. Where there is a reasonable expectation that the problems are caused by the Hardware Product, Microsoft will place equivalent replacement Hardware Product parts in the mail for shipment to Customer’s address of record within 3 business days at Microsoft’s expense. Customer is responsible for installing replacement parts, packaging the defective Hardware Product parts in the same packaging the Advance Exchange Hardware Product parts were received, and making arrangements with Microsoft within seven (7) business days for the return of the defective Hardware Product to Microsoft. Shipping charges will be paid by Microsoft. Hardware Product not returned within 10 business days will be billed to Customer at current Microsoft prices.

4. **Onsite Repair.** Customer must open a service ticket through the [ppihelp@microsoft.com](mailto:ppihelp@microsoft.com) and request Onsite Repair Support for the Hardware Product. A Microsoft resource will contact Customer to schedule a mutually agreed upon service date. The Microsoft Resource can be onsite within 2 business days. The Microsoft resource will arrive at the Customer site at the

prescribed date and time to service the Hardware Product.

5. Consultation and Problem Resolution. Microsoft shall provide consultation to Customer via email or telephone during normal business hours [Monday – Friday, 8am EST to 8pm, EST] to permit Customer to report problems and seek assistance in the use of the Hardware Product. Microsoft shall assist Customer in the diagnosis of Hardware Product issues. Customer acknowledges and agrees that to the extent that repair and/or replacement involves costs not covered under Return to Factory Support, Advance Exchange Support, or Onsite Repair Support (including, but not limited to, express shipping), Customer is responsible for all such costs.

6. Customer Cooperation - Customer agrees to cooperate with Microsoft: (a) to notify Microsoft promptly of any defect, error or Hardware Product malfunction and to submit to Microsoft such information that Microsoft may reasonably require to reproduce the error or Hardware Product malfunction and the operating conditions under which the error or Hardware Product malfunction was discovered; (b) to install, if requested by Microsoft and within Customer security guidelines, a network connection that will be made available to Microsoft for the purpose of resolving problems, reviewing Customer use of software, or for any other reasonable purpose, and (c) to notify Microsoft of any additional hardware or software not purchased from Microsoft that may be used in conjunction with the Hardware Product.

#### **C. SUPPORT TERMS.**

1. During the Limited Hardware Warranty Term, Microsoft provides Return to Factory Support under the terms of Sections A and B.
2. For separate fees due upon the initial purchase of each Hardware Product, Customer can (1) add Installation Support (2) add Advance Exchange Support or Onsite Repair Support during the Limited Hardware Warranty Term or (3) extend Return to Factory Support, Advance Exchange Support, and/or Onsite Repair Support for up to two years following the Limited Hardware Warranty Term.
3. If Microsoft is unable to repair defective Hardware Product during the Limited Hardware Warranty Term specified above, Microsoft will replace the defective Hardware Product with equivalent Hardware Product. Any replacement Hardware Product may be either new or like-new, provided it has functionality at least equal to that of the Hardware Product being replaced. If Advance Exchange Support is purchased, Hardware Product will be exchanged in accordance with the terms of Section B.3. If Onsite Repair has been purchased, the Microsoft resource will remove the existing Hardware Product and replace it with equivalent Hardware Product. Replacement of Hardware Product may require multiple onsite visits.
4. Support for Hardware Products is dependent upon the availability of resources and materials. Microsoft will use commercially reasonable efforts to make necessary resources and materials available.
5. Consultation and Problem Resolution is provided in conjunction with Return to Factory Support and Advance Exchange Support.
6. Customer is responsible for any work necessary to prepare the site for Microsoft Product installation.
7. Customer is responsible for disposing of any packaging debris, connecting the Hardware Product to the Customer's network or other hardware peripherals (e.g., enclosures, printers, cameras, etc...) and setting necessary passwords.
8. Microsoft will use ground shipping to ship Hardware Product to Customer.

**D. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. Customer can recover from Microsoft and its suppliers only direct damages up to the amount Customer paid. Customer cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.** This limitation applies to

- anything related to the Hardware Product or Limited Hardware Warranty;
- Hardware Product Support; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to Customer because Customer's country may not allow the exclusion or limitation of incidental, consequential or other damages.

**F. CONFIDENTIALITY.** Any and all information identified by either Party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary ("Confidential Information"), will not be disclosed to any third person without the express consent of the other Party except under the terms of this Agreement for five (5) years following the date of its disclosure. These confidentiality obligations shall not apply to any information which is, or becomes, available to the general public other than through a breach by the receiving Party, or is developed through the independent efforts of the receiving Party. Either Party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such Party shall maintain the confidentiality of the Confidential Information. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information. However, nothing in this paragraph shall be deemed to grant to either Party a license in

the other Party's copyrights or patents. Either Party may provide suggestions, comments or other feedback to the other with respect to the other's confidential information. Feedback is voluntary and the Party receiving feedback is not required to hold it in confidence. The Party receiving feedback will not disclose the source of feedback without the providing Party's consent. Feedback may be used for any purpose without obligation of any kind. Microsoft may use any technical information it derive from providing Services related to Hardware products for problem resolution, troubleshooting, product functionality enhancements and fixes, for its knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.

**G. MISCELLANEOUS.**

1. Entire Agreement. This Agreement constitutes the parties' entire Agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. Any terms and conditions, maintained by Customer or its affiliates or contained in any purchase order will not apply. This Agreement may be amended only in writing when signed by both parties.

2. Copyright Notices. Microsoft Corporation is a registered trademark or trademark of Microsoft Corporation in the United States and/or other countries.

3. Applicable Law. Washington state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

4. Termination. Either Party may terminate this Agreement if the other Party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach. You agree to pay all fees for Support Services performed and expenses incurred prior to termination. The sections regarding confidentiality, no warranties, limitations of liability, termination, and miscellaneous of this Agreement, will survive any termination or expiration of this Agreement.