
“MICROSOFT COMPLETE FOR ENTERPRISE”

**Commercial Service Contract
Terms & Conditions**

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 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”**: in all provinces except Alberta and British Columbia, Northcoast Solutions of Canada, ULC, 2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8. In Alberta and British Columbia, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-7329.
- **“Administrator”**: Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-7329.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to the Holder.
- **“Enterprise 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 Service Contract.
- **“Product(s)”**: the items that meet the criteria outlined in the “PRODUCT ELIGIBILITY” section that are covered under this Contract.
- **“Purchase Order”**: A single numbered document that confirms the purchase date of this Contract, specific type of covered Products with exact quantity of each type, Enterprise Contract Holder with name and address, and the Contract coverage Term period. THIS CONTRACT IS NOT VALID WITHOUT A PURCHASE ORDER.
- **“Claim”**: a demand for payment in accordance with this Contract sent by the Holder.
- **“Term”**: the period of time in which the provisions of this Contract are valid.
- **“Breakdown”**: the mechanical and/or electrical failure of the original Covered Product that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear and tear, and that occurs 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.
- **“Replace” or “Replacement(s)”**: delivery to the Holder of a replacement item in association with a covered Claim.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: all Canadian provinces and territories. (NOTICE: the continental United States of America, plus Alaska and Hawaii and all outlying U.S. territories, including but not limited to Puerto Rico are expressly EXCLUDED.)

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™ product family, and purchased as new, and come with manufacturer’s original equipment warranties.
2. The Enterprise Contract Holder must purchase a minimum of 50 units from an authorized Retailer or distributor using a single Purchase Order.

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 Power Surge or ADH/ADP events begins upon Product purchase date and continues for the Term shown on the Holder's Purchase Order.
2. Coverage for a defined 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. 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')**, the Holder 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, THE HOLDER 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 the Holder's 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')**, return of the defective Product to Us may be required based on the total quantity of covered Products shown on the Purchase Order. The shared allotment of non-bootable Products that are not required to be returned to Us upon receipt of the Replacement is calculated as one (1) non-bootable Product(s) per fifty (50) Products shown on the Purchase Order.
 - a) If the current Claim falls within the shared Claims allotment of non-bootable Products outlined above, then the Holder is not required to return the defective Product to Us upon receipt of the Replacement.
 - b) If the current Claim exceeds the shared Claims allotment of non-bootable Products outlined above, the Holder 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, THE HOLDER 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 the Holder's 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.*

ADDITIONAL BENEFIT INCLUDED: NEXT BUSINESS DAY SHIPPING SERVICE

This coverage provides for overnight carrier delivery service of a replacement determined by Us to the Holder's location on file as follows:

- a) One (1) Business Day following Claim authorization if Claim authorization occurs prior to 2:00 p.m. CST; or
- b) Two (2) Business Days if Claim authorization occurs after 2:00 p.m. CST.

Overnight delivery is subject to availability of Our authorized overnight delivery carriers.

- *For the purpose of this Optional Coverage Upgrade provision, "Business Day" refers to Monday through Friday, excluding local public holidays.*

OPTIONAL COVERAGE UPGRADE: NEXT BUSINESS DAY ON-SITE SERVICE

When selected and purchased by the Holder, this optional coverage upgrade provides for on-site delivery service of a replacement determined by Us to the Holder's location on file as follows:

- a) One (1) Business Day following Claim authorization if Claim authorization occurs prior to 2:00 p.m. CST; or
- b) Two (2) Business Days if Claim authorization occurs after 2:00 p.m. CST.

When Holder requests on-site delivery, they will be contacted after Claim authorization for scheduling of their preferred delivery time. The Holder also has the option to request a different Business Day for such on-site delivery as well (subject to availability of Our authorized on-site delivery servicers).

- For the purpose of this Optional Coverage Upgrade provision, "**Business Day**" refers to Monday through Friday, excluding local public holidays.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- Replacements provided by Us will be automatically considered as the covered Product referenced throughout the provisions of this Contract, and coverage for such replacement will continue for the remainder of the current Contract Term (assuming there is remaining time under the current Term and that the LIMIT OF LIABILITY has not been reached). NOTE: Replacements will not *extend* the Holder's Term.
- COVERAGE DESCRIBED UNDER THIS SERVICE CONTRACT SHALL NOT REPLACE OR PROVIDE ANY DUPLICATIVE BENEFITS DURING ANY VALID MANUFACTURER'S WARRANTY PERIOD. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall NOT be Covered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.
- COVERAGE UNDER THIS SERVICE CONTRACT IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO THE COVERED PRODUCT TYPE. Anything NOT specifically expressed herein is NOT Covered (including but not limited to any training services provided separately by Microsoft or Microsoft's designees). 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 provided, 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, SIZE, DIMENSION, OR COLOR AS THE PREVIOUS COVERED PRODUCT.

LIMIT OF LIABILITY

The maximum that We will pay under this Service Contract is calculated based on the following information, which is indicated on the Holder's Purchase Order;

- a) The quantity of covered Products, and
- b) The sum value of all covered Products purchase prices (excluding and taxes and fees).

The maximum benefit payable during the Holder's Contract Term is THE FIRST OCCURRENCE of the following calculated values:

- **Shared NUMBER of Claims:** up to two (2) times the quantity of covered Products shown on the Purchase Order.
(Example: If 100 Products are confirmed on the Purchase Order, then the total number of Claims payable under the Contract would be 100 multiplied by two (2); which equals 200).

OR

- **Shared AMOUNT of Claim Payments:** up to two (2) times the sum value of all covered Products shown on the Purchase Order.
(Example: If the sum value of all covered Products confirmed on the Purchase Order equals \$50,000, then the total benefit payable under the Contract would be \$50,000 multiplied by two (2); which equals \$100,000.

Using the above examples, once We pay for 200 separate Claims during the Contract Term, coverage under the Contract will be considered fulfilled entirely and coverage will end; regardless of the total payment amount that We had paid. Conversely, using the above examples, once We pay \$100,000 in Claims during the Contract Term, coverage under the Contract will be considered fulfilled entirely and coverage will end; regardless of the number of Claims We had paid.

Additionally: We shall not be liable for any incidental or consequential damages in association with the rendering of covered services under the provisions of this Contract; including but not limited to: (I) PROPERTY DAMAGE, LOST TIME, LOST DATA OR LOST INCOME RESULTING FROM ANY DEFINED COVERED SERVICES OR CLAIM, ANY NON-DEFINED MECHANICAL/ELECTRICAL FAILURE,

IT SUPPORT OR TRAINING SERVICES PROVIDED SEPARATELY BY ANY PARTY, OR ANY OTHER KIND OF DAMAGE OF OR IN ASSOCIATION WITH THE COVERED PRODUCT; INCLUDING, BUT NOT LIMITED TO ANY NON-COVERED EQUIPMENT USED IN ASSOCIATION WITH THE COVERED PRODUCT; (ii) DELAYS IN RENDERING COVERED SERVICES OR THE INABILITY TO RENDER SERVICE FOR ANY REASON; (iii) THE UNAVAILABILITY OF ANY PARTS/COMPONENTS; (iv) ANY COSTS INCURRED BY THE CUSTOMER ASSOCIATED WITH CUSTOMIZED INSTALLATIONS TO FIT THE COVERED PRODUCT SUCH AS THIRD PARTY STANDS, MOUNTS AND, CUSTOMIZED ALCOVES AND THE LIKE; OR (v) A REPLACEMENT THAT IS A DIFFERENT MODEL, SIZE, DIMENSION OR COLOR AS THE ORIGINAL COVERED PRODUCT. WE SHALL NOT ASSUME ANY LIABILITY OR DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PARTY(IES) ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT OR A REPLACEMENT PROVIDED UNDER THE PROVISIONS OF THIS CONTRACT. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS (AS DEFINED IN THE EXCLUSIONS SECTION) 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 OR MICROSOFT;
- (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 TO THE COVERED PRODUCT;
- (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, GOVERNMENTAL ACT, OR INTERNET OR OTHER TELECOMMUNICATIONS MALFUNCTION;
- (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 OR POWER FLUCTUATIONS;
- (M) COSTS ASSOCIATED WITH TEARING DOWN, RESTRUCTURING AND/OR REFINISHING OF WALLS OR OTHER STRUCTURES (INCLUDING, BUT NOT LIMITED TO, ALCOVES) IN ORDER TO REACH, EVALUATE AND/OR PERFORM COVERED SERVICES TO THE COVERED PRODUCT AND/OR TO INSTALL A REPLACEMENT;
- (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) 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 (TRAINING) OR SET UP ADJUSTMENTS OR IT SUPPORT SERVICES;
- (R) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY A WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;
- (S) SCREEN/MONITOR IMPERFECTIONS; INCLUDING BUT NOT LIMITED TO: BURNED-IN IMAGES IN SCREEN CAUSED BY PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS;
- (T) LOSS OF USE OF COMPONENTS THAT ARE NOT COVERED BY THE PRODUCT’S ORIGINAL MANUFACTURER’S WARRANTY;
- (U) ANY SERVICE WHATSOEVER DIRECTLY FOR OR RELATED TO THE USE OF ANY ITEM/COMPONENT THAT IS NOT INDICATED AS COVERED; INCLUDING BUT NOT LIMITED TO: ALL ACCESSORY CORDS/CABLES, BATTERIES, ACCESSORIES/ATTACHMENTS, ADD-

ONS, HEADPHONES, STANDS, MOUNTING KITS, COVERS, KEYBOARDS OR KEYPADS OR DIALS, COMPUTER MOUSE, CONNECTORS, FUSES, ENCASING BODY OR MOLDING, SWITCHES AND WIRING;

(W) ANY SERVICING THAT WOULD VIOLATE ANY Canadian or U.S. economic or trade sanctions;

(X) ANY SERVICES PERFORMED IN CONFLICT WITH THE TERRITORY PROVISION OF THIS SERVICE CONTRACT.

(V) REPLACEMENT OF ANY MISPLACED (LOST) PRODUCTS OR ASSOCIATED COMPONENTS THEREOF;

THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER ANY DATA TO ANY REPLACEMENT THAT MAY BE PROVIDED UNDER THE PROVISIONS OF THIS CONTRACT. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY ORIGINAL COVERED PRODUCT OR EQUIPMENT ASSOCIATED THEREWITH.

IF THE COVERED PRODUCT EXPERIENCES AN OCCURRENCE THAT IS DETERMINED TO BE 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.

DEDUCTIBLE

No Deductible payment is required in order to receive Coverage under this Contract.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does NOT automatically mean that the problem with the Product is Covered under this Service Contract. In order for any Claim to be considered for Coverage under this Contract, the Holder’s Designated Representative (shown on the Purchase Order) must first contact the Administrator for initial diagnosis of the problem with the Covered Product.

1. The Designated Representative must call the Administrator 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 the issue can’t be resolved over the telephone and/or remotely, the Holder will be given a *Claim service request number* and further instructions on how Replacement(s) 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.

THE DEFECTIVE COVERED PRODUCT SHOULD NEVER BE RETURNED TO THE RETAILER OR SHIPPED ANYWHERE UNLESS WE HAVE PROVIDED INSTRUCTIONS TO DO SO. COVERAGE IS ONLY PROVIDED FOR REPLACEMENTS THAT ARE AUTHORIZED BY US.

THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKES UNAUTHORIZED REPAIRS.

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.

CANCELLATION

The Holder may cancel this Contract within 30 days 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 this Contract only. NO CANCELLATION FEE APPLIES.

A. IF HOLDER CANCELS THIS CONTRACT WITHIN 30 DAYS OF THE CONTRACT PURCHASE DATE:

The Holder will receive a 100% refund of the full Contract purchase price paid by the Holder, minus any Claims paid by Us. If the Holder's refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to the Holder's due refund for every thirty (30) days the refund is not paid by Us.

B. THIS CONTRACT IS NOT CANCELLABLE BY THE CONTRACT HOLDER AFTER 30 DAYS FROM PURCHASE.

C. WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract purchase price/fee by the Holder;
2. Material misrepresentation by the Holder; or
3. 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 within 30 days from the Contract purchase date, the Holder will receive a refund based upon the same criteria as outlined above. If We cancel this Contract after 30 days from 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 .

D. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Holder.

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 the Administrator.

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.

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.

In the event of a covered Claim for a Product that will power-on (is 'bootable'), it is the Holder's 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 or Our designated representative.

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.

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 Service 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

Regulation of commercial service contracts varies based on the province or territory of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the province or territory in which this Contract was purchased (or where applicable, the province or territory in which the Holder is located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

Nunavut: YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE 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 XIA 3S9) ORALLY OR IN WRITING.

Ontario: YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.

Quebec: The following disclosures are added to the COMPLAINTS PROCEDURE section: If You remain dissatisfied with the manner in which Your complaint has been handled, or with the results of the complaint protocol, You may contact the Financial Consumer Agency of Canada (FCAC). The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

NOTICE: OUR OBLIGATIONS UNDER THIS SERVICE CONTRACT ARE BACKED BY AN INSURANCE POLICY ISSUED BY TECHNOLOGY INSURANCE COMPANY, 1145 Nicholson Rd., Unit 2, Newmarket, Ontario L3Y9C3