

## “MICROSOFT COMPLETE FOR SURFACE HUB”

### Commercial Service Contract Terms & Conditions

**CONGRATULATIONS!** Thank you for purchasing “Microsoft Complete 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 You determine and understand “WHAT IS COVERED” under this **Contract**.

#### 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 Japan Co., Ltd., located at Shinagawa Grand Central Tower, 16-3, Konan 2 Chome, Minato-ku, Tokyo, Japan, 1080075.
- “**Retailer**”: the seller that has been authorized by Us to sell this **Contract** to You.
- “**You**”, “**Your**”: the purchaser/owner of the Product(s) covered by this **Contract**.
- “**Product(s)**”: the item(s) that You originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this **Contract**.
- “**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 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).
- “**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 or refurbished 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.

#### 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 Your 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 Your 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.*

#### SERVICE FEE

No Service Fee 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

During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this **Contract** is (at Our sole discretion):

- *For Breakdown Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product during the **Contract** Term up to the original purchase price of the covered Product.
  - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired during the **Contract** Term.
- *For Accidental Damage from Handling Claims (such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage):*
  - **NOT COVERED.**

Additionally, 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:**

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| <p>(a) <b>Pre-Existing Conditions</b> incurred or known to You (<i>“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</i>);</p> <p>(b) <b>Improper packaging and/or transportation</b> by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;</p> <p>(c) <b>Modifications, adjustments, alterations, manipulation or repairs</b> made by anyone other than a service technician authorized by Us;</p> <p>(d) <b>Damage from freezing or overheating;</b></p> <p>(e) <b>Normal wear and tear;</b></p> <p>(f) <b>The intentional or negligent treatment of the Product</b> in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;</p> <p>(g) <b>Viruses, vandalism, loss, theft, or malicious mischief or disappearance;</b></p> <p>(h) <b>Rust, corrosion, warping, bending;</b></p> <p>(i) <b>Animals (including pets), animal inhabitation or insect infestation;</b></p> <p>(j) <b>Fortuitous events; including, but not limited to:</b> 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;</p> <p>(k) <b>Accidental damage from handling (such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage);</b></p> <p>(l) <b>Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;</b></p> <p>(m) <b>Improper use of electricity, power fluctuations or power surges;</b></p> <p>(n) <b>Merchandise that is subject to a manufacturer’s recall, warranty or rework to repair design or component deficiencies, improper</b></p> | <p><b>construction, manufacturer error; epidemic failures regardless of the manufacturer’s ability to pay for such repairs;</b></p> <p>(o) <b>Merchandise that has removed or altered serial numbers;</b></p> <p>(p) <b>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;</b></p> <p>(q) <b>Non-Breakdown problems; including but not limited to:</b> imperfections, noises, squeaks or Cosmetic Damage (<i>“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</i>);</p> <p>(r) <b>Normal periodic or preventive maintenance, user education or set up adjustments;</b></p> <p>(s) <b>Any service of the Product that is covered by a warranty, other service Contract, or insurance;</b></p> <p>(t) <b>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;</b></p> <p>(u) <b>Screen/monitor imperfections; including but not limited to:</b> burned-in images in LED screen caused by prolonged display of one or more video signals; or cracked screens;</p> <p>(v) <b>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:</b> 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;</p> <p>(w) <b>Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or</b></p> <p>(x) <b>Any service performed outside of Japan.</b></p> |
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YOU ARE 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 YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR 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 YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

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## HOW TO FILE A CLAIM

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IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE **CONTRACT**. THIS **CONTRACT** MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For service call the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> 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 Your 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 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**.

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## RENEWABILITY

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

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## TRANSFERABILITY

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

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## CANCELLATION

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You may cancel this **Contract** at any time by informing **Us** of the cancellation request by the phone number found at <http://support.microsoft.com>, or email [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com). *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. 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.*

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## COMPLAINTS PROCEDURE

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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.

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## PRIVACY AND DATA PROTECTION

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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 provider. Except for the purposes of providing services in this **Contract**, We will not share Your information with 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 anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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## GENERAL PROVISIONS

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1. **SubContract.** We may sub**Contract** 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 Japan.

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#### **ENTIRE AGREEMENT**

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This Service **Contract**, including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, and Your Proof of Purchase, 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.