

## "MICROSOFT EXTENDED HARDWARE SERVICE PLAN FOR SURFACE HUB"

### Commercial Service Contract Terms & Conditions

**Thank you** for purchasing "Microsoft Extended Hardware Service Plan for Surface Hub"!

Please keep this important terms and conditions Contract document, 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 the Holder determine and understand "WHAT IS COVERED" under this Contract. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator.

**To learn more about your Product and how to get in touch with Microsoft in case of any issues, please visit**

<https://www.microsoft.com/surface/en-au/support/surface-hub>

### DEFINITIONS

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

- **"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/tear, and that occurs during normal use of the Product.
- **"Claim"**: a request for Repair or Replacement in accordance with this Contract sent by the Holder.
- **"Contract Holder", "Holder"**: the original purchaser/owner of the Product that is to be Covered under the provisions of this Service Contract.
- **"Covered Product", "Product"**: the eligible Microsoft Surface Hub device purchased by the Holder that is to be Covered under this Service Contract (NOTE: Coverage includes camera, digital pen, wireless all-in-one keyboard and power cord ONLY when such have been supplied by Microsoft within a single, all-in-one packaged purchase.)
- **"Microsoft"**: the original equipment manufacturer of the Covered Product. Microsoft Australia Pty Ltd, 1 Epping Road North Ryde, 2113 Australia. Website [www.microsoft.com](http://www.microsoft.com).
- **"Product Purchase Price"**: the amount paid by the Holder for the Covered Product; excluding any applicable taxes and/or fees as indicated on the Proof of Purchase.
- **"Proof of Purchase"**: the original purchase receipt provided at the point of sale that confirms the date in which this Service Contract and Covered Product were purchased, as well as the Term period.
- **"Repair(s)"**: the action(s) We take to mend, remedy, or restore the original Covered Product to a sound functioning state following a Covered Breakdown. (NOTE: Parts used to Repair the Covered Product may be new, used or refurbished that perform to the factory specifications of the original Product.)
- **"Replace" or "Replacement"**: an item supplied to the Holder through Our arrangement in the event We determine the original Covered Product is not suitable for Repair. (NOTE: We reserve the right to Replace the original Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality, and We make no guarantee that a Replacement will be the same model, size, dimensions or color as the original Covered Product.)
- **"Retailer"**: the seller that has been authorized by Microsoft and Us to sell this Contract to the Holder.
- **"Service Contract", "Contract"**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Extended Hardware Service Plan for Surface Hub program that has been provided to Holder upon purchase completion from Our Retailer.
- **"Service Fee"**: the amount the Holder is required to pay, per Claim, for services Covered under this Contract (if any).
- **"Term"**: the period of time shown on the Holder's Proof of Purchase which represents the duration in which the provisions of this Contract are valid.
- **"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 Australia Pty Ltd, 1 Epping Road North Ryde, 2113 Australia.

### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

Coverage under this Contract for a defined Breakdown begins upon expiration of the manufacturer's warranty and continues for the Term shown on the Proof of Purchase.

### PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the Surface Hub must be: (a) purchased from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

### WHAT IS COVERED

During the Contract Term described above, in the event of a Covered Claim this Contract provides for the Microsoft IT Support, labor and/or parts necessary to Repair the Covered Product, or at Our sole discretion, a Replacement for the original Covered Product in lieu of such Repair ("**Coverage**", "**Covered**", "**Cover**"). On-site repairs, removal reinstallation and shipment of the Covered Product to Our depot center (if necessary) are also Covered.

ALL REPAIRS FOR OR REPLACEMENT OF THE ORIGINAL COVERED PRODUCT SHALL BE BASED ON THE PROVISIONS OUTLINED IN THIS CONTRACT.

### PLEASE READ THIS ENTIRE CONTRACT DOCUMENT CAREFULLY

#### IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

In the event a Replacement is provided by Us under the provisions of this Contract:

- A. 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 original Covered Product;

- B. Technological advances may result in a Replacement that has a lower retail or market price than the original Covered Product, and in such situation, this Contract shall not provide Holder with any reimbursement for such a price difference;
- C. Any and all Covered Product parts, components or entire units Replaced under the provisions of this Contract shall become Our property in their entirety; AND
- D. Any/all accessories, attachments and/or peripherals that were NOT included by Microsoft in the original packaging and initial purchase of the Covered Product are NOT covered and in all cases will NOT be included or provided in association with a Replacement.
- E. Advanced Exchange (only applicable to Surface Hub 2): If We choose to provide a Replacement for the Covered Product, We may provide advanced exchange service. The Replacement will be delivered to the Holder in advance of Our receipt of the defective Product. In exchange, the defective Covered Product will be returned to Us within ten (10) calendar days of Our confirmed delivery receipt of the Replacement. If the defective Covered Product is not returned to Us within ten (10) calendar days of confirmed receipt of the Replacement, the Holder will be assessed a non-returned device fee equal to the manufacturer's suggested retail price of the Replacement.

HOLDER'S RESPONSIBILITIES: it is the Holder's responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services Covered under this Contract. Software and/or data transfer or restoration services are NOT covered.

COVERAGE UNDER THIS SERVICE CONTRACT IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT. Anything NOT specifically expressed herein is NOT covered (including but not limited to any training services provided separately by Microsoft or Microsoft's designees).

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.

ACCIDENTAL DAMAGE FROM HANDLING is NOT COVERED (including damage resulting from dropping the Covered Product, liquid spillage, or attributable to screen breakage).

#### SERVICE FEE

No Service Fee payment is required in order to receive Coverage for the Covered Product.

#### HOW TO FILE A CLAIM

For service, call the telephone number found at <https://support.microsoft.com/gp/customer-service-phone-numbers> or visit <https://www.microsoft.com/surface/en-au/support/surface-hub> to speak to one of Our authorized representatives, who will promptly obtain details regarding the problem with the Covered Product. Refer to the section below for details regarding how Covered services will be provided. *Please do NOT return the original Covered Product to any Retailer or ship it to any location unless specifically directed by Us to do so.*

*NOTE: the submission of a Claim does not automatically mean that the damage or failure to the Holder's Product will be Covered under the provisions of this Service Contract. This Contract may not provide any coverage if the Holder performs unauthorized repairs, as ONLY services conducted by a party authorized by Us are eligible for Coverage.*

#### HOW COVERED SERVICE(S) WILL BE PROVIDED

*Determination of whether the original Covered Product will be Repaired or Replaced is determined at Our sole discretion, based on the particular problem experienced with the Product and expressly subject to the LIMIT OF LIABILITY and GENERAL EXCLUSIONS sections of this Contract.*

Once Coverage has been confirmed, service for the defective Product may be provided in any or all of the following manners:

- First, Our authorized Microsoft IT Support agents may attempt to resolve the problem over the telephone and/or remotely.
- In the event telephone/remote Repair is unsuccessful, We may send an authorized Microsoft technician to the Covered Product's location to further evaluate the problem and attempt to perform necessary Repairs on-site.
  - *Covered Repairs will be executed where the original Covered Product is located at the time of Claim. Coverage includes the cost of labor and/or parts necessary to restore the original Covered Product to a sound functioning state following a Covered Breakdown.*
- If at any point We determine that the Covered Product cannot be Repaired remotely or on-site, We will provide for the secure removal and shipment of the defective Product to Our authorized servicing center.
  - *Once the Covered Product is Repaired, or if We determine a Replacement is necessary, We will also provide for the secure shipment of such applicable Repaired or Replacement Product; plus, basic reinstallation.*

In the event the Holder's Term expires during the time of an approved Claim, Coverage under this Contract will be extended until the date in which that approved Claim in progress has been fulfilled completely in accordance with the provisions of the Holder's Contract. Once such in-progress Claim has been completed, Coverage under this Service Contract will end (subject to the RENEWABILITY provision).

#### LIMIT OF LIABILITY

**AGGREGATE LIMIT: in no event shall the maximum amount that We are obligated to pay pursuant to the provisions of this Service Contract exceed the original Product Purchase Price amount or one (1) Replacement – WHICHEVER LIMIT IS REACHED FIRST.**

**The AGGREGATE LIMIT is broken down as follows:**

- **REPAIR LIMIT:** Up to three (3) Covered Repairs. Once We have paid for three (3) Covered Repairs under the Holder's Contract Term, Our obligations under the provisions of this Service Contract shall be considered fulfilled entirely and Coverage will end; regardless of any remaining time under the Contract Term.
- **REPLACEMENT LIMIT:** Up to one (1) Replacement, at Our sole discretion. Once We have provided the Holder with one (1) Replacement, Our obligations under the provisions of this Service Contract shall be considered fulfilled entirely and Coverage will end; regardless of any remaining time under the Contract Term. (Notice: A Replacement is ineligible for continued Coverage under this Service Contract, and in no event shall a Replacement extend the original Contract Term.)

**NOTICE: 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 A DEFINED BREAKDOWN, ANY NON-DEFINED MECHANICAL/ELECTRICAL FAILURE, TRAINING SERVICES PROVIDED SEPARATELY BY MICROSOFT OR ITS AFFILIATES, 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; (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 GENERAL EXCLUSIONS SECTION) KNOWN TO THE HOLDER; INCLUDING ANY INHERENT PRODUCT FLAWS.

## GENERAL EXCLUSIONS

### THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

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| <ul style="list-style-type: none"> <li>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);</li> <li>b) Accidental damage from handling (such as damage resulting from dropping the Covered Product, liquid spillage, or damages associated with screen breakage or screen cracks);</li> <li>c) 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);</li> <li>d) Any item that does NOT meet the definition of "Covered Product"; including, but not limited to accessories, attachments, stands and mounting kits;</li> <li>e) Repair, Replacement or any cost for the following: components/parts that are NOT covered by the Product's original manufacturer's warranty, components/parts that are misplaced (lost) or any non-operating driven parts; including but not limited to: plastic parts/components, accessory cables (EXCEPT for that which is included in the definition of "Covered Product"), batteries, and plastic body or molding;</li> <li>f) any servicing that would violate any U.S. economic or trade sanctions;</li> <li>g) Screen/monitor imperfections; including but not limited to burned-in images in screen caused by prolonged display of one or more video signals;</li> <li>h) Normal wear and tear;</li> <li>i) 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;</li> <li>j) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us</li> </ul> | <ul style="list-style-type: none"> <li>or Microsoft, except for upgrades of the Surface Hub S compute module that We or Microsoft directed;</li> <li>k) Improper use of electricity, power fluctuations or power surges;</li> <li>l) 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 Repairs to the Covered Product and/or to install a Replacement;</li> <li>m) Damage from freezing or overheating;</li> <li>n) 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;</li> <li>o) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;</li> <li>p) Merchandise that has removed or altered serial numbers;</li> <li>q) Rust, corrosion, warping, bending to the Covered Product;</li> <li>r) Animals (including pets), animal inhabitation or insect infestation;</li> <li>s) Normal periodic or preventive maintenance, user education (training) or set up adjustments;</li> <li>t) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions;</li> <li>u) Any service of the Product that is covered by any warranty, guarantee, insurance, or another service agreement;</li> <li>v) 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;</li> <li>w) 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; or</li> <li>x) Any services performed outside of Australia.</li> </ul> |
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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.

## 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 item.

## CANCELLATION

*The Holder may cancel this Contract at any time by informing the Administrator, phone **Us** at the telephone number found at <http://support.microsoft.com/go/customer-service-phone-numbers>, or email [msepbus@microsoft.com](mailto:msepbus@microsoft.com) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. No cancellation fee applies.*

### IF HOLDER CANCELS THIS CONTRACT:

1. 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.
2. 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.

### 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, the Holder will receive a refund based upon the same criteria as outlined above. 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 one of Our representatives as outlined on the Proof of Purchase.

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

### DATA TRANSFER CONSENT

By purchasing this **Contract**, **You** have consented to the use of **Your** data as described below.

### DATA PROTECTION

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this **Contract** will be regarded as **Your** acknowledgement that **You** have read and accepted this **Contract**.

### HOW WE USE AND PROTECT YOUR INFORMATION AND WHO WE SHARE IT WITH

**We** will use **Your** information (name, contact details, purchase information, product and warranty information) to manage **Your Contract**, including underwriting and warranty claims handling. This may include disclosing it to insurers, administrators, third party underwriters and reinsurers.

**Your** information comprises of all the details that **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** will provide an adequate level of protection to **Your** data.

**We** do not disclose **Your** information to anyone outside the Microsoft Group except:

- Where **You** have given **Your** permission.
- Where **We** are required or permitted to do so by law.
- To credit reference and fraud prevention agencies where permitted under legislation.
- Other companies that provide a service to **Us** or **You** in relation to this **Contract**.
- Where **We** transfer rights and obligations under this **Contract**.

**We** may transfer **Your** information to other countries and jurisdictions for the purposes of managing **Your Contract** within the limits laid down above and on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

**You** have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by companies of the Microsoft Group or other companies within the limits laid down above.

#### YOUR RIGHTS

**You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**. If **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To be provided with a copy of the information **You** may be asked to pay a small fee.

#### MARKETING

**We** will not use **Your** data for marketing purposes. All information provided is used to manage **Your Contract** only, except where **You** have consented explicitly to such other use.

### 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.
- 4.** This Service Contract is governed by the laws of Australia.

### ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the Holder's Proof of Purchase 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.