

LIMITED WARRANTY AND 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 MICROSOFT SURFACE HUB PURCHASED FROM AN AUTHORIZED SELLER (THE "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. This warranty gives Customer specific legal rights. Customer may also have other rights which vary from country to country. This warranty applies to the extent permitted by law and unless restricted or prohibited by law.

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"). The Hard Drive, the Pen and the Keyboard (the "**Advance Exchange Hardware**") are subject to Advanced Exchange and 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.

IF CUSTOMER'S COUNTRY LAW PROVIDES AN IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD ABOVE OF ONE YEAR. Some countries do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to Customers in those countries.

For warranty services to be provided for a Hardware Product using a wall support mount, floor support mount, rolling stand or fasteners other than those provided by Microsoft (i.e., each considered a "Third Party Stand") the Hardware Product must be accessible; can be de-installed and re-installed as appropriate; and has not sustained any physical alterations related to Customer's selection and use of a Third-Party Stand.

2. Warranty Exclusions. This Limited Hardware Warranty does not apply to (a) software, (b) Hardware Product or Advance Exchange Hardware that has been damaged by Customer 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), (c) Hardware Product and/or Advance Exchange Hardware that has been modified or had its seals broken or serial number removed or defaced, or (d) **damages or injury related to the improper installation or placement of the wall mount to which the Hardware Product is attached** or to the Customer's selection and use of any Third-Party Stand. For sake of clarity, the Customer is responsible for proper installation and placement of the wall mount for the Hardware Product, and for Customer's selection and use of any Third-Party Stand. The warranty exclusion contained in subparagraph (d) above does not apply to damages or injury unrelated to the installation or placement of the wall mount to which the Hardware Product is attached or to the Customer's selection and use of any Third-Party Stand.

3. Limited Software Support. Microsoft will provide limited software support for a period of ninety (90) days from the date of Customer receipt of the Surface Hub. For assistance with software during this time frame, please open a service ticket through <http://www.surface.com/support> and request assistance with your related software.

4. 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. If Customer chooses to purchase installation with the Hardware Product, the 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 basic functionality.

2. Advance Exchange Support - To replace damaged Advance Exchange Hardware (the Hard Drive, the Pen and/or the Keyboard), Customer must open a service ticket through <http://www.surface.com/support> and request Advance Exchange Support for the Advance Exchange Hardware. Microsoft will contact Customer to identify and verify the defect. Where there is a reasonable expectation that the problems are caused by the Advance Exchange Hardware, Microsoft will place equivalent replacement Advance Exchange Hardware 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 Advance Exchange Hardware parts in the same packaging the Advance Exchange Hardware parts were received, and making arrangements with Microsoft within seven (7) business days for the return of the defective Advance Exchange Hardware to Microsoft. Shipping charges will be paid by Microsoft. Advance Exchange Hardware not returned within 10 business days will be billed to Customer at current Microsoft prices.

3. Onsite Repair. Customer must open a service ticket through <http://www.surface.com/support> 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 3 business days. The Microsoft resource will arrive at the Customer site at the prescribed date and time to service the Hardware Product.

4. Consultation and Problem Resolution. For issues other than those covered by the Limited Software Support outlined above in Section A(3), 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 Advance Exchange Support, or Onsite Repair Support (including, but not limited to, express shipping), Customer is responsible for all such costs.

5. Customer Cooperation - Customer agrees to cooperate with Microsoft: (a) to notify Microsoft promptly of any defect, error or Hardware Product or Advance Exchange Hardware malfunction and to submit to Microsoft such information that Microsoft may reasonably require to reproduce the error or Hardware Product or Advance Exchange Hardware malfunction and the operating conditions under which the error or Hardware Product or Advance Exchange Hardware 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 or Advance Exchange Hardware.

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 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. Hardware Product will be exchanged in accordance with the terms of Section B.2. If Onsite Repair is required, 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 Advance Exchange and On-site Support.
6. Customer is responsible for any work necessary to prepare the site for Hardware 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. Unless otherwise provided under any local law applicable to you, 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.

E. REGION-SPECIFIC TERMS

1. AUSTRALIA. In Australia, the Hardware Product comes with guarantees that cannot be excluded under the Australian Consumer Law. Customer may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Customer may also be entitled to have the Hardware Product repaired or replaced if the Hardware Product fails to be of acceptable quality and the failure does not amount to a major failure. In Australia, in addition to this warranty, the repaired or replaced Hardware Product may come with statutory consumer guarantees under the Australian Consumer Law which may give Customer a longer statutory warranty.

2. SAUDI ARABIA AND UNITED ARAB EMIRATES. Without prejudice to any statutory warranty to which Customer may be entitled under any local law applicable to Customer, unless any such law provides for a longer term, Microsoft offers this Warranty, for a term of one (1) Gregorian year from the first day of the month after the Hardware Product is received by Customer.

F. 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.

5. Validity. This warranty is valid only in the following countries: United States, Canada, United Arab Emirates, Saudi Arabia, Qatar, Israel, Australia, New Zealand, Singapore, Japan, United Kingdom, France, Germany, Italy, Spain, Sweden, Norway, Netherlands, Switzerland, Denmark, Belgium, Austria, Finland, Ireland, Portugal, Luxembourg, and Russia.