

“MICROSOFT COMPLETE FOR BUSINESS”

Commercial Service Contract Terms & Conditions

Thank **You** for purchasing “Microsoft Complete for Business”. 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**. For any questions regarding the information contained in this **Contract** document, or coverage in general, please contact the **Administrator** at 03-4332-5300.

DEFINITIONS

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

- “**Accidental Damage**”: accidental damage from handling; such as damage resulting from dropping the covered **Product**, liquid spillage, or in association with screen breakage. Separate purchase for **Accidental Damage** coverage is required.
- “**Breakdown**”: the mechanical and/or electrical failure of the **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 demand for payment in accordance with this **Contract** sent by **You**.
- “**Original Purchase Price**”: the amount paid by **You** for the covered **Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- “**Power Surge**”: damage to the **Product** resulting from an oversupply of voltage to **Your Product** while properly connected to a surge protector, but not including damages resulting from the improper installation or improper connection of the **Product** to a power source.
- “**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”.
- “**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, refurbished or non-original manufacturer parts that perform to the factory specifications of the original **Product**.
- “**Replace**” or “**Replacement(s)**”: an item supplied to **You** through **Our** arrangement in the event **We** determine the original defective **Product** is not suitable for **Repair**. **We** will use every reasonable effort to **Repair**, but **We** reserve the right to **Replace** the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model 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 previous **Product**.
- “**Retailer**”: the seller that has been authorized by **Us** to sell this **Contract** to **You**.
- “**Service Fee**”: the amount **You** are required to pay, per **Claim**, for services covered under this **Contract** (if any).
- “**Term**”: the period of time in which the provisions of this **Contract** are valid.
- “**We**”, “**Us**”, “**Our**”, “**Provider**”, “**Obligor**”, “**Administrator**”, “**Microsoft**”: 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 Regional Sales Pte Ltd, located at 182 Cecil Street, #13-01, Fraser Tower, Singapore 069547.
- “**You**”, “**Your**”: the purchaser/owner of the **Product(s)** covered by this **Contract**.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. Coverage for damages to the covered **Product** resulting from **Power Surge** or, if purchased/applicable, **Accidental Damage** begins upon **Product** purchase date and continues for the **Term** shown on **Your Proof of Purchase**.
2. Coverage for a **Breakdown** begins upon expiration 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.

WHAT IS COVERED – GENERAL

During the **Term**, in the event of an insured **Claim** for a **Breakdown**, or **Accidental Damage**, this **Contract** provides for: (i) the labor and/or parts necessary to **Repair** the **Product**; OR (ii) at **Our** sole discretion, a **Replacement** for the **Product** in lieu of such **Repair**. Please refer to the “COVERAGE PLAN OPTIONS” section that is applicable to **Your Contract** for full details.

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**.

OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION OPTION

When selected and purchased by **You** and is indicated on the **Proof of Purchase**, this additional coverage will provide **You** the option to retain the solid

state drive (SSD) of the covered **Product** in the event of a covered **Breakdown**. **Your** serviced covered **Product** will include a new SSD at no additional charge. This coverage is only available on **Microsoft** devices in which the SSD is marketed as removable on the technical specifications sheet on the **Product** page for **Your** covered Device.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. If **We** provide a **Replacement** to **You**:
- ▶ **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 **Product**.
 - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Contract** shall not provide **You** with any reimbursement for such a price difference.
 - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. Coverage described under this **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 fulfil its obligations.
- C. Coverage under this **Contract** is limited to that which is specifically described in this document, as applicable to **Your Contract**. Anything NOT specifically expressed herein is NOT covered (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designees).
- D. **Your** responsibilities: It is **Your** 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 PLAN OPTIONS

*(As indicated on **Your Proof of Purchase** and applicable to **You**)*

Your Summary of Cover can be found at www.microsoft.com/surface/business/extended-service-warranty.

When purchased, this **Contract** provides the coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including **Accidental Damage** coverage and subject to the following provisions:

COVERED ESSENTIALS: Surface tablet, laptop, Studio desktop computer, and/or book plus associated power supply unit with attaching cords are insured under this **Contract**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ NOTICE – Studio desktop computer only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ NOTICE – Expressly excluded items: Digital pen, keyboard, mouse and add-on items are not covered under this **Contract**. (Regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).

SERVICE FEE

Under **Your Contract**, no **Service Fee** payment is required.

LIMIT OF LIABILITY

During **Your Contract Term**, the cumulative maximum amount that **We** are obligated to pay for shall not exceed the **Original Purchase Price** of **Your Product** ("Aggregate Limit"). The **Repair** and **Replacement** limits that accumulate towards this Aggregate Limit is broken down as follows:

- For all Surface series covered **Products** except Studio:
Replacement: Up to two (2) **Replacements**, provided at **Our** sole discretion, with covered **Claims**. Once this limit is reached, coverage under this plan will end; regardless of any remaining time under the current **Contract Term**
- For Surface 'Studio' series covered **Products** Only:
Repair Limit: **Repairs** for covered **Breakdowns** or **Power Surge Claims** (as determined by **Us**), until the total value of **Repairs** that **We** have provided equals the **Product** Purchase Price. Once this limit is reached, coverage under the plan will end; regardless of any remaining time under the current **Contract Term**.
Replacement Limit: up to two (2) **Replacements**, provided at **Our** sole discretion, with covered **Claims**. Once this limit is reached, coverage under this plan will end; regardless of any remaining time under the current **Contract Term**.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement Product** may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT**. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product**, **You** will be charged a non-returned device fee equal to the manufacturer's suggested retail price of the **Replacement Product**.

ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT

During the **Term**, if **Your Product** has three (3) **Repairs** covered under this **Contract** for the same problem and a fourth (4th) **Repair** is required for the same problem and considered covered under this **Contract** ("Qualifying Service Repairs"), **We** will **Replace Your Product** with one of like kind and quality, but not necessarily same brand, or, at **Our** sole discretion, provide **You** with reimbursement equal to the fair market value of the **Product** as determined

by **Us** based upon the age of the **Product** and subject to the "LIMIT OF LIABILITY" section. Any **Repair** services performed while **Your Product** is under its manufacturer's warranty period or in relation to **Accidental Damage** from handling (if purchased/applicable) are not considered to be Qualifying Service Repairs under this benefit.

PLACE OF SERVICE

For all covered **Claims**, this **Contract** provides pre-paid shipping of the affected **Product** to the servicing location designated by the **Administrator**, as well as shipping of the **Repaired Product** (or **Replacement**, if applicable) back to **Your** registered location on file.

LIMIT OF LIABILITY

In addition to that which is noted in the "COVERAGE PLAN OPTIONS" section as applicable to **Your** purchased Plan, 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. Neither **We** nor the **Retailer** shall be liable for any and all Pre-Existing Conditions (defined below) known to **You**, including any inherent **Product** flaws.

WHAT IS NOT COVERED – EXCLUSIONS

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

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| <p>(a) Pre-Existing Conditions incurred or known to You ("Pre-Existing Conditions" refers to damages or defects associated with the Product that existed before this Contract was purchased).</p> <p>(b) Improper packaging and/or transportation 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) Any Indirect Loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, or Accidental Damage event, 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 Product; including, but not limited to any non-covered equipment used in association with the Product; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by You associated with customized installations to fit the 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 previous 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 Product or a Replacement provided under the provisions of this Contract.</p> <p>(d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us.</p> <p>(e) Damage from freezing, overheating, rust, corrosion, warping or bending.</p> <p>(f) Wear and tear, or gradual deterioration of Product performance.</p> <p>(g) The intentional treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.</p> <p>(h) Damage to or malfunction of Your Product caused by or attributed to the operation of a software virus or any other software based malfunction.</p> <p>(i) Loss, theft, or malicious mischief or disappearance.</p> <p>(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 or smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.</p> | <p>(k) Lack of performing the manufacturer's recommended maintenance, operation, or storage of the Product in conditions outside of the manufacturer's specifications or instructions.</p> <p>(l) Product(s) that are subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error regardless of the manufacturer's ability to pay for such repairs.</p> <p>(m) Product(s) that have removed or altered serial numbers.</p> <p>(n) Cosmetic damage however caused to Your Product, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.</p> <p>(o) Normal periodic or preventive maintenance, adjustment, modification or servicing.</p> <p>(p) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.</p> <p>(q) Cost of component parts not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part, including, but not limited to: 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 moulding, switches and wiring.</p> <p>(r) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product.</p> <p>(s) Any cost arising as a result of the failure of any item that is intended to be a consumable item.</p> <p>(t) Any Claim where Proof of Purchase had not been provided except where We agree to transfer the benefit of the Contract.</p> <p>(u) Any Claim for the restoration of software or data, or for retrieving data from Your Product.</p> <p>(v) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, or any computer, computer system, computer software program malicious code, computer virus or process or any other electronic system.</p> <p>(w) Any Claim or benefit under this Contract to the extent the provision of such cover, payment of such Claim or provisions of such benefit would expose Us to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.</p> <p>(x) Damage caused to Your Product when removing the SSD.</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.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the Accidental Damage or Breakdown to Your Product is covered under Your Service Contract. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. This Contract may not provide any coverage if you make unauthorized Repairs.

For best service, have **Your Proof of Purchase** readily available and call **Us** at 03-4332-5300 or visit www.microsoft.com/surface/business/extended-service-warranty. **Our** authorized representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be given a **Claim service request number** and further instructions on how service will be provided under this **Contract**.

The affected **Product** should never be returned to the **Retailer** or shipped anywhere unless **We** have provided instructions to do so. If **We** request the defective **Product** to be returned, this **Contract** provides pre-paid shipping for both to and from **Our** authorized servicer, and the following items must be included in the pre-paid shipment package:

- (1) The defective **Product**;
- (2) A copy of **Your Proof of Purchase**;
- (3) A brief written description of the problem **You** are experiencing with the **Product**; and
- (4) A prominent notation of **Your Claim service request number** that was provided by the **Administrator**.

Coverage is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot center which has been authorized by **Us**. If **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**.

RENEWABILITY

After the **Contract Term** expires, **We** 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.

TRANSFERABILITY

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

CANCELLATION

YOUR RIGHT TO CANCEL

You may cancel this **Contract** at any time by informing **Us** of the cancellation request at the details below.

You may write to **Us** at: **Contract** Cancellations, Microsoft Regional Sales Pte Ltd, located at 182 Cecil Street, #13-01, Fraser Tower, Singapore 069547, phone **Us** on the phone number found at <http://support.microsoft.com>, or email msepsbus@microsoft.com.

If **Your** cancellation request is within forty-five (45) days of the **Contract** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Contract** purchase price paid by **You**, provided that no warranty **Claims** have been made during that period.

If **Your** cancellation request is made after forty-five (45) days of the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price paid by **You**, provided no warranty **Claims** have been made.

OUR RIGHT TO CANCEL

If **We** cancel this **Contract**, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** 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.

We may only cancel this **Contract** for the following reasons:

- (a) non-payment of the **Contract** purchase price/fee by **You**,
- (b) deliberate misrepresentation by **You**, or
- (c) substantial breach of duties under this **Contract** by **You** in relation to the **Product** or its use.

COMPLAINTS PROCEDURE

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.

PRIVACY AND DATA PROTECTION

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.

GENERAL PROVISIONS

- 1. Sub-Contract.** **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 Philippines.

ENTIRE AGREEMENT

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.