

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

### Commercial Service Contract Terms & Conditions ("Contract")

Thank **You** for **Your** recent purchase of "Microsoft Extended Hardware Service Contract for Surface Hub". Please keep this important terms and conditions **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** is intended to serve as a valuable reference guide to help the **Holder** determine and understand "WHAT IS COVERED" by **Your Contract**. For any questions regarding the information contained in this **Contract**, or **Coverage** in general, please contact the **Administrator** toll-free at 1-800-642-7676.

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-ie/support/surface-hub>.

### DEFINITIONS

Throughout this Contract, the following capitalized and bolded out words have the stated meaning-

- **"Administrator"**: Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21<sup>st</sup> Fl., Cleveland, OH 44114.
- **"ADH", "ADP"**: accidental damage from handling; such as damage resulting from dropping the **Covered Product**, spilling liquid onto it, or damage associated with screen breakage.
- **"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.
- **"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** (or a **Replacement** device provided under the provisions of this **Contract**) 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.)
- **"Deductible"**: the amount the **Holder** is required to pay, per **Claim**, for services **Covered** under this **Contract** (if any).
- **"Microsoft"**: the original equipment manufacturer of the **Covered Product**.
- **"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 on 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**. 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**.)
- **"Service Contract", "Contract"**: this document detailing all **Coverage** provisions, conditions, exclusions and limitations for the **Microsoft** Extended Hardware **Service Contract** for Surface Hub program that has been provided to **Holder** upon purchase completion from **Our Retailer**.
- **"Retailer"**: the seller that has been authorized by **Microsoft** and **Us** to sell this **Contract** to the **Holder**.
- **"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"**, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21<sup>st</sup> Fl., Cleveland, OH 44114; unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Contract and applicable to the Holder's jurisdiction).

### TERRITORY

This **Service Contract** is valid and eligible for purchase in the following jurisdictions only: the continental United States of America, plus Alaska and Hawaii. (**NOTICE:** all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly **EXCLUDED**.)

### 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: (a) be purchased from an authorized **Retailer**; and (b) not be **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. If **We** 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** must 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 delivery receipt of the **Replacement**, the **Holder** will be assessed a non-returned device fee equal to the MSRP 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).

## DEDUCTIBLE

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

## HOW TO FILE A CLAIM

For service, call **Us** toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/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:** Northcoast Warranty Services, Inc. (including its affiliates specified in the **GUARANTY** and **SPECIAL JURISDICTIONAL REQUIREMENTS** sections of this **Contract**) 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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| <p>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);</p> <p>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);</p> <p>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);</p> <p>D) Any item that does NOT meet the definition of “Covered Product”; including, but not limited to accessories, attachments, stands and mounting kits;</p> <p>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;</p> <p>F) Any servicing that would violate any U.S. economic or trade sanctions;</p> <p>G) Screen/monitor imperfections; including but not limited to burned-in images in screen caused by prolonged display of one or more video signals;</p> <p>H) Normal wear and tear;</p> <p>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;</p> <p>J) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us or</p> | <p>Microsoft, EXCEPT for upgrades of the Surface Hub’s compute module that We or Microsoft directed;</p> <p>K) Improper use of electricity, power fluctuations or power surges;</p> <p>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;</p> <p>M) Damage from freezing or overheating;</p> <p>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;</p> <p>O) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;</p> <p>P) Merchandise that has removed or altered serial numbers;</p> <p>Q) Rust, corrosion, warping, bending to the Covered Product;</p> <p>R) Animals (including pets), animal inhabitation or insect infestation;</p> <p>S) Normal periodic or preventive maintenance, user education (training) or set up adjustments;</p> <p>T) Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;</p> <p>U) Any service of the Product that is covered by any warranty, guarantee, insurance, or other service agreement;</p> <p>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;</p> <p>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</p> <p>X) Any services performed in conflict with the TERRITORY provision of this Service Contract.</p> |
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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.

## GUARANTY

This is not an insurance policy; it is a **Service Contract**. **We** have obtained an insurance policy to insure **Our** performance under this **Contract**. Should **We** fail to pay any **Claim** or fail to **Replace** the **Product Covered** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event the **Holder** cancels this **Contract** and **We** fail to refund any unearned portion of the **Contract** price, the **Holder** is entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

## CANCELLATION

The **Holder** may cancel this **Contract** at any time by informing the **Administrator** at 1-800-642-7676 (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.

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** (except in Arizona, Georgia, Missouri & Nevada where **Claims** deduction is prohibited). 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** (except in Arizona, Georgia, Missouri & Nevada where **Claims** deduction is prohibited).

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 (30 days in Georgia) (21 days in Washington) 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 PROTECTION

**We** are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is **Microsoft**. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at [Microsoft.com/privacy](https://Microsoft.com/privacy).

### HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

**We** will process the personal data, being any information relating to an identified or identifiable natural person, **We** hold about **You** in the following ways:

- For the purposes of providing handling **Request for Services** and any other related purposes. This may include decisions made via automated means, this is for the performance of the contract between **Us** and **You**.
- For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyze historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of the United States of America.
- To provide **You** with information, products or services that you request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.

- o To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- o To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet **Our** legal and regulatory obligations based on a jurisdiction within the United States of America.

#### **DISCLOSURE OF YOUR PERSONAL DATA**

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include, group companies, agents, third party administrators, insurers, credit agencies, fraud detection agencies, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

#### **YOUR RIGHTS**

**You** have the right to:

- a) Object to the processing of **Your** personal data for direct marketing purposes at any time;
- b) Object to the processing of **Your** personal data where processing is based on **Our** legitimate interests;
- c) Access and obtain a copy of the personal data in **Our** control and information about how and on what basis this personal data is processed;
- d) Request erasure of **Your** personal data;
- e) Ask to update or correct any inadequate, incomplete or inaccurate data.
- f) Restrict the processing of **Your** data.
- g) Ask **Us** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on **Your** consent or on the performance of a contract with **You** and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw **Your** consent at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.

#### **RETENTION**

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the **Contract**, or business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website ([Microsoft.com/privacy](https://Microsoft.com/privacy)) for full address details.

### **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.

#### **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.

**Microsoft**, Surface, and Xbox are trademarks of the **Microsoft** group of companies.

### **SPECIAL JURISDICTIONAL REQUIREMENTS**

**Regulation of commercial service contracts varies based on state of purchase and business location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which the Holder's business 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.**

#### **CONNECTICUT ONLY – This Contract is amended as follows:**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and the Contract Holder.

Additional Disclosure Statements: In the event of a dispute with Administrator, the Contract Holder may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract.

GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event the Contract Holder cancels this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048.

CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

**FLORIDA ONLY – This Contract is amended as follows:**

The definitions of "We", "Us", "Our" & "Administrator" is deleted and replaced with the following: "We", "Us", "Our" & "Administrator" means the party 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 Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, NY 10038. This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and the Contract Holder.

GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Contract.

Additional Disclosure Statements: The rates charged to the Contract Holder for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

CANCELLATION is deleted and replaced with the following: The Contract Holder may cancel this Service Contract by informing Us or the selling dealer of the cancellation request. In the event the Service Contract is canceled by the Contract Holder, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on the Contract Holder's behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on the Contract Holder's behalf.

**GEORGIA ONLY – This Contract is amended as follows:**

Added Disclosure Statement: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia.

CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by the Contract Holder, material misrepresentation by the Contract Holder, or nonpayment by the Contract Holder. In no event will Claims be deducted from any refund. In no event will there be an administration or cancellation fee if cancelled by Us or the Administrator.

WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded.

PRE-EXISTING CONDITIONS – The "Pre-Existing Conditions" definition is deleted and replaced with: conditions that were caused by the Contract Holder or known by the Contract Holder prior to purchasing this Service Contract.

**ILLINOIS ONLY – The following disclosure statement is added to this Contract:**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

**INDIANA ONLY – This Contract is amended as follows:**

Additional Disclosure Statements: This Contract is not insurance and is not subject to Indiana insurance law. The Contract Holder's proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to the Contract Holder. If We fail to perform or make payment due under this Contract within sixty (60) days after the Contract Holder requests the performance or payment, the Contract Holder may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by the Contract Holder or known by the Contract Holder prior to purchasing this Service Contract.

**OREGON ONLY – This Contract is amended as follows:**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and the Contract Holder.

HOW TO FILE A CLAIM – Call Us toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/support/surface-hub> to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

As used in the "PRIVACY AND DATA PROTECTION" section of this Contract, the word "data" refers to non-proprietary information.

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 Contract Holder. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us.

**UTAH ONLY – This Contract is amended as follows:**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and the Contract Holder.

Added Disclosure Statements: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by the Contract Holder, nonpayment by the Contract Holder or a substantial breach of contractual duties by the Contract Holder relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

HOW TO FILE A CLAIM – Call Us toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/support/surface-hub> to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.

**WASHINGTON ONLY – This Contract is amended as follows:**

Added Disclosure Statement: The State of Washington is the jurisdiction for any civil action in connection with this Contract.

WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the “GENERAL EXCLUSIONS” section of this Service Contract. GUARANTY is amended to include: You are entitled to apply directly for any refund, payment or performance due with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048.

HOW TO FILE A CLAIM – Call Us toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/support/surface-hub> to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.