

"MICROSOFT EXTENDED HARDWARE SERVICE FOR SURFACE HUB"

Commercial Service Contract Terms & Conditions

Please keep this important terms and conditions document and **Purchase Order** together in a safe place, as these will be needed at time of a **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 **Your Contract**. For any questions regarding the information contained in this **Contract** document, or **Your Coverage** in general, please contact **Us**.

DEFINITIONS

Throughout this **Service Contract**, the following capitalised and bolded words have the stated meaning:

- "Accidental Damage": refers to accidental damage from handling, meaning such damage resulting from unintentionally dropping the Covered Product, liquid spillage, or in association with screen breakage.
- "Administration Fee": the amount You are required to pay, per Claim, for certain services Covered under this Contract (if any).
- "Breakdown": the mechanical and/or electrical failure of the Covered Product that results in it no longer being able to perform its intended function, including defects in materials or workmanship and not normal wear and tear, and that occurs during normal use of the Product.
- "Claim(s)": a request for Coverage in accordance with this Contract made by You.
- "Coverage", "Covered", "Cover": has the meaning given in the "What Is Covered – General" section of this Contract.
- "Covered Product", "Product": the eligible Microsoft Surface Hub series device purchased by You that is to be Covered under this Service Contract.
- "Limit of Liability": Our maximum liability to You for any Claim and in total during the Term of the Plan as detailed in the "Coverage Plan Options" section.
- "Manufacturer", "Microsoft": the original equipment Manufacturer
 of the Product. Website is www.microsoft.com.
- "Plan": the specific "Coverage Plan Options" section under this Contract that You have selected and purchased, as confirmed on Your Purchase Order
- "Product Purchase Price": the amount paid by You for the Covered Product, excluding any applicable taxes and/or fees as indicated on Your Purchase Order.
- "Purchase Order": a numbered document that confirms the purchase date of this Contract in respect of the Covered Product, Your name

- and address, the **Contract Coverage Term** period, and specific **Plan You** purchased. This **Contract** is not valid without a **Purchase Order**.
- "Repair(s)": the actions We take to mend, remedy, or restore Your
 Covered Product to a sound functioning state following a Covered
 Breakdown. Parts used to Repair the Covered Product may be new,
 used, refurbished or non-original Manufacturer parts that perform to
 the factory specifications of the original Product.
 - "Replace", "Replacement": an item supplied to You through Our arrangement in the event We determine the Covered Product is not suitable for Repair. We reserve the right to Replace the Covered Product with a new, rebuilt, or refurbished item of equal or similar features and functionality. We make no guarantee that a Replacement will be the same model, size, dimensions, or colour as the previous Covered Product.
- "Retailer": the seller that has been authorised by Microsoft to sell this Contract to You
- "Service Contract", "Contract": this document detailing all Coverage
 provisions, conditions, exclusions, and limitations for the Microsoft
 Extended Hardware Service for Surface Hub Contract that has been
 provided to You upon purchase completion from Our Retailer.
- "Term": the period of time shown on Your Purchase Order which represents the duration in which the provisions of this Contract are valid.
- "We", "Us", "Our", "Provider", "Administrator": the party or parties obligated to provide service under this Contract as the Contract Provider/obligor, as well as handle the administration under this Contract as the Administrator, who is Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland.
- "You", "Your": the purchaser/owner of the Product Covered under the provisions of this Contract.

TERRITORY

This **Service Contract** is valid and eligible for purchase in United Arab Emirates only.

SERVICE CONTRACT TERM - EFFECTIVE DATE OF COVERAGE

Coverage for a **Breakdown** begins upon expiration of the **Manufacturer's** original parts and/or labour warranty and continues for the remainder of **Your Term** as shown on **Your Purchase Order** or until the **Limit of Liability** is reached, whichever is sooner.

PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** under this **Service Contract**, the **Product** must: (i) be a **Covered Product**; (ii) be purchased from **Microsoft** or an authorised **Retailer**, and (iii) have a minimum twelve (12) month **Manufacturer's** warranty attached to the **Product**.

WHAT IS COVERED - GENERAL

During the **Term** described in the "**Service Contract Term** – Effective Date of **Coverage**" section, in the event of a **Covered Claim**, at **Our** sole discretion, this **Contract** provides for (i) the labour and/or parts required to **Repair** the **Covered Product**; (ii) a **Replacement** of the **Covered Product** in lieu of such **Repair**; or (iii) a straight **Replacement** for the **Covered Product** if detailed under **Your Plan** description. Please refer to the "**Coverage Plan** Options" section that is applicable to **Your Plan** for full details.

We will Repair or Replace Your Product pursuant to the provisions of this Contract. If We decide to Replace Your 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**.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS SERVICE CONTRACT

- A. If **We** provide a **Replacement** to **You**, any or all of the following may apply:
 - ▶ **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 colour 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 fulfill 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 affiliates).
- 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**.
- E. In the event of a service incident where a **Breakdown** is not identified by **Our** authorised servicer, **You** are responsible for all costs in association with such service, including any shipping fees.

COVERAGE PLAN OPTIONS

(As indicated on Your Purchase Order and applicable to You.)

Details regarding Your Service Contract can be found at https://support.microsoft.com/ar-sa/surface-hub.

When purchased, this **Contract** provides the **Coverage** that is described in the "What is **Covered** – General" section, including **Breakdown** and subject to the following provisions:

SURFACE HUB PLAN COVERED PRODUCTS

Surface Hub-series device plus any other components contained in the original device packaging, such as Surface-branded accessories and a power supply unit with attached cords, if any, are **Covered** under this **Plan**.

SURFACE HUB PLAN COVERAGE

Under Your Surface Hub Plan, You are Covered for a maximum of three (3) Repair Claims and one (1) Replacement Claim for a Covered Product and a maximum of one (1) Claim for Surface-branded accessories and power supply units when included in the original device packaging (as shown in the table below) during the Contract Term for the Repair and/or Replacement of Your device in the event of a Breakdown, subject to the Limit of Liability which shall not exceed the Product Purchase Price.

ONCE THE SURFACE HUB-SERIES DEVICE **CLAIM** LIMIT IS REACHED, **COVERAGE** UNDER THIS **PLAN** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **CONTRACT TERM**.

COVERED PRODUCTS	MAX NUMBER OF COVERED CLAIMS
Surface Hub-series device	three (3) Repairs and one (1) Replacement
Power supply unit with attaching cords when	
included in the original device packaging	one (1)
Surface-branded accessories when included in the	one (1)
original device packaging	per accessory

ADMINISTRATION FEE

Under this **Plan** no **Administration Fee** is required.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS PLAN

If **We** choose to provide a **Replacement**, **We** may provide advanced exchange service. If **We** provide advanced exchange service, the **Replacement Product** will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product**, or such longer period as agreed with **Us**. If the defective **Product** is not returned to **Us** within the required or agreed timeframe, **You** will be assessed a non-returned device fee equal to the **Manufacturer's** retail price of the **Replacement Product**.

COVERAGE OF REPLACEMENT PRODUCT

A **Replacement** provided under this **Plan** will be automatically considered as the **Covered Product** referenced throughout the provisions of this **Contract**, and **Coverage** for such **Replacement** will continue for the remainder of **Your** current **Contract Term** (assuming there is remaining time under **Your** current **Term** and that the **Limit of Liability** has not been reached). A **Replacement** will not extend **Your** current **Contract Term**.



WHAT IS NOT COVERED - EXCLUSIONS

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

- Accidental Damage.
- 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).
- 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.
- Any incidental or consequential damages or indirect loss whatsoever, 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 party, 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 customised installations to fit the **Product** such as third party stands, mounts, and customised alcoves and the like; or (v) a Replacement that is a different model, size, dimension, or colour as the original Covered Product.
- Modifications, adjustments, alterations, manipulation, or Repairs made by anyone other than a service technician authorised by Us or other than in accordance with Manufacturer's specifications.
- Damage from freezing, overheating, rust, corrosion, warping, or
- Wear and tear, or gradual deterioration of **Product** performance.
- The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.
- Damage to or malfunction of **Your Product** caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation to the operation of a software virus, lack of availability of software updates, or any other software/digital based malfunction.
- Loss, theft, or malicious mischief or disappearance.
- Fortuitous events including but not limited to riot, nuclear radiation, war/hostile government act or intent, 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, telecommunications malfunction.

- Lack of performing the Manufacturer's recommended maintenance, operation/storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
- Products that are subject to the Manufacturer's recall, warranty, or rework to Repair design or component deficiencies, improper construction, or Manufacturer error regardless of the Manufacturer's ability to pay for such Repairs.
- **Products** that have removed or altered serial numbers.
- Cosmetic damage however caused to Your Product, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.
- Normal periodic or preventive maintenance, adjustment, modification, or servicing.
- Accessories or add-on items that are not listed in the "Covered Product" provision above (regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- Cost of component parts not covered by the Product's original Manufacturer's warranty, or any non-operating/on-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 molding, switches, and wiring.
- Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the **Product**, or a **Replacement** provided under the provisions of this **Contract**.
- Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- Any Claim where Your Purchase Order has not been provided except where **We** agree to transfer the benefit of the **Contract**.
- Any Claim for the restoration of software or data, or for retrieving data from Your Product.
- 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, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Any Claim or benefit under this Contract to the extent the provision of such cover, payment of such Claim, or provision of such benefit would expose Us to any sanctions, prohibition, or restriction under United Nations resolutions, or other applicable
- Any loss arising out of the unauthorised access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER THIS 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. THERE IS NO COVERAGE UNDER THIS CONTRACT IF YOU MAKE UNAUTHORISED REPAIRS.

Please have Your Purchase Order readily available and call Us at the telephone number found at https://aka.ms/GlobalSupportPhoneNumbers or visit https://support.microsoft.com/ar-sa/surface-hub. Our authorised 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 provided with a Claim service request number and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or send Your Product anywhere unless We instruct You to do so. If You are instructed by Us to take the Product to an authorised servicer near You or to a Retailer, or if You are instructed to mail-in the Product elsewhere (such as an authorised depot center), please be sure to include all of the following with **Your Product**:

- a) The defective **Product**;
- A copy of Your Purchase Order;
- A brief written description of the problem You are experiencing with the Product; and c)
- A prominent notation of Your Claim service request number that We gave to You.



NOTE: If **We** require **You** to mail the **Product** elsewhere, **We** will provide **You** specific instructions on how to mail the **Product**. For mail-in service, **We** will pay for shipping to and from **Your** location if **You** follow all instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any freight charges or damages due to improper packaging by **You**.

Coverage is only provided for eligible **Repairs** that are conducted by a servicer, **Retailer**, or depot center which has been authorised 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 this **Contract**.

HOW COVERED SERVICES WILL BE PROVIDED

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

- First, Our authorised 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 authorised **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 Covered Product is located at the time of Claim. Coverage includes the cost of labor and/or parts
 necessary to restore the 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** authorised 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 **Your Term** expires during the time of an approved **Claim, Coverage** under this **Service Contract** will be extended until the date in which that approved **Claim** in progress has been fulfilled completely in accordance with the provisions of **Your Contract**. Once such in-progress **Claim** has been completed, **Coverage** under this **Contract** will end.

RENEWABILITY

Coverage under this Service Contract is not renewable.

TRANSFERABILITY

Coverage under this Service Contract cannot be transferred by You to any other party or product.

CANCELLATION

YOUR RIGHT TO CANCEL

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

You may write to **Us** at **Contract** Cancellations, **Microsoft** Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, call **Us** at the phone number found at https://aka.ms/GlobalSupportPhoneNumbers or via email at msespbus@microsoft.com.

If **Your** cancellation request is within thirty (30) days of the **Contract** purchase date, **You** will receive a one hundred percent (100%) refund of the **Contract** purchase price/fee paid by **You**, minus any **Claims** paid by **Us**.

If **Your** cancellation request is made after thirty (30) days from the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price/fee paid by **You**, minus any **Claims** paid by **Us**.

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 paid by **You**;
- b) deliberate material misrepresentation by You; or
- substantial breach of duties under this Contract by You in relation to the Product or its use.

COMPLAINTS PROCEDURE

It is always **Our** intention to provide **You** with a first-class service. However, if **You** are not happy with the service please notify one of **Our** representatives at the telephone number found at https://aka.ms/GlobalSupportPhoneNumbers or via email at msespbus@microsoft.com.

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

DATA PROTECTION

We are committed to protecting and respecting Your privacy in accordance with the current Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is Microsoft. By purchasing this Service Contract, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. Below is a summary of the main ways in which We process Your personal data. For more information, please visit Our website at https://privacy.microsoft.com/.

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:

- a) For the purposes of providing **Claims** 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**.
- b) For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyse 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 Arab Emirates.
- c) 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.
- d) To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- e) 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 Arab Emirates.

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, 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;
- 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; and
- 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 Us at https://privacy.microsoft.com.

GENERAL PROVISIONS

- A. **Subcontract; Assign**. **We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.
- B. **Waiver; Severability**. The failure or delay of any party to enforce any provision hereunder shall not constitute a waiver of any such right. If any provision of these terms and conditions should be declared unenforceable or invalid under any applicable law, such provision shall be interpreted to conform with legal authority, and in all other respects the terms and conditions shall remain in full force and effect.
- C. **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, text message or recognised commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email that **You** provided to **Us**, or seven (7) days after mailing to the street address **You** provided.
- D. **Law**. The governing law for the **Contract** is the law in the United Arab Emirates whose courts have non-exclusive jurisdiction to hear any disputes between the parties to this **Contract**.

ENTIRE AGREEMENT

This **Service Contract**, including the **Purchase Order**, terms, conditions, limitations, exceptions, and exclusions 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.



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