

“MICROSOFT COMMERCIAL EXTENDED HARDWARE PLAN WITH DRIVE RETENTION”

Warranty Extension Terms & Conditions (“Contract”)

Thank **You** for **Your** recent purchase of “Microsoft Extended Warranty Service Contract with Drive Retention”. Please keep this important terms and conditions document along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a **Claim**. The information contained in this **Contract** is intended to serve as a valuable reference guide to help **You** determine and understand ‘WHAT IS PROTECTED’ by **Your Contract**. For any questions regarding the information contained in this **Contract**, or **Your** protection in general, please contact **Microsoft** on <https://support.microsoft.com>.

DEFINITIONS

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

- **“Administrator”**: Microsoft Ireland Operations Limited located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Website www.microsoft.com.
- **“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** made by **You**.
- **“Contract”**: this document detailing all provisions, conditions, and limitations for the Microsoft extended warranty program that has been provided to **You** upon purchase completion from **Microsoft** or **Our Retailer**.
- **“Indirect Loss”**: a loss or cost incurred by **You** resulting from a protected event but which itself is not specifically protected under this **Contract**, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Limit of Liability”**: The maximum liability under this **Contract** for any one warranty **Claim** and in total during the **Term** of the **Contract**, as stated in the ‘Warranty Plan Options’.
- **“Manufacturer”**, **“Microsoft”** the original equipment **manufacturer** of the **Product**, who are also the **Administrator** of this **Contract**. Website www.microsoft.com.
- **“Original Purchase Price”**: the amount paid by **You** for the protected **Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Product(s)”**: the eligible **Microsoft** device purchased by **You** that are protected under this **Contract** and listed in the “Product Eligibility” Section.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which this **Contract** was purchased, the **Product** purchased and the **Term** period.
- **“Repair(s)”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a **Breakdown**. *Parts used to Repair the Product may be new, used or refurbished that perform to the factory specifications of the original Product.*
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement. **We** will 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 colour as the previous **Product**.
- **“Retailer”**: the seller that has been authorised by **Microsoft** to sell this **Contract** to **You**.
- **“Summary of Protection”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Warranty Plan Options’, that confirms **Your** protection under this **Contract**.
- **“Term”**: the period of time from expiry of the original Manufacturer’s warranty in which the provisions of this **Contract** are valid as stated on **Your Summary of Protection** and/ or **Proof of Purchase**.
- **“We”, “Us”, “Our”**: **Microsoft**
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** protected by this **Contract**.

EFFECTIVE DATE OF PROTECTION AND TERM

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

PRODUCT ELIGIBILITY

In order to be eligible for protection under this **Contract**, the **Product** must be: (a) an eligible Microsoft Surface or Studio device(s); (b) purchased from a **Retailer**; and (c) have a minimum twelve (12) month **Manufacturer’s** warranty.

WHAT IS PROTECTED – GENERAL

During the **Contract Term** described above, in the event of a protected **Claim** for a **Breakdown** event, this **Contract** provides for (i) the labor and/or parts required to **Repair** the protected **Product**; or (ii) at **Our** sole discretion, a **Replacement** of the **Product** in lieu of such **Repair**; or (iii) a straight **Replacement** for the **Product** if detailed under **Your Summary of Protection (“Protection, Protect, Protected”)**. Please refer to the “WARRANTY OPTIONS” section that is applicable to **Your** Plan for full details.

DRIVE (SSD) RETENTION

This protection provides **You** with the option to retain the solid-state drive (SSD) of the **Product** in the event of a **Breakdown**. **Your Replacement Product** will include a new SSD at no additional charge. This protection 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 Product**.

IMPORTANT NOTICES REGARDING PROTECTION 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 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.
 - ▶ In most cases accessories, attachments and/or peripherals will NOT be included or provided in association with a **Replacement**.
- B. The protection described under this **Contract** applies from the end of the original Manufacturer's warranty and shall not replace or provide any duplicative benefits under such warranty.
- C. The protection 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 protected (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 protected under this **Contract**. Software and/or data transfer or restoration services are NOT protected by this **Contract**.

WARRANTY OPTIONS

Your Summary of Protection can be found at <https://support.microsoft.com/en-ie/products/surface-devices/surface-business>. If **You** purchased the 'Surface Plan' as indicated on **Your Summary of Protection**, **Your Contract** includes protection for the **Breakdown** of **Your Product**.

BREAKDOWN

You are protected for an unlimited number of **Breakdown** warranty **Claims** during the **Term** of this **Contract** for the **Repair or Replacement** cost of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** under this **Contract**.

LIMIT OF LIABILITY

During **Your Contract Term**, the maximum **We** are obligated to pay for any one (1) warranty **Claim** shall not exceed the **Original Purchase Price** of **Your Product**.

You are protected for the following during **Your Contract Term**:

- An unlimited number of **Repairs** during **Your Contract Term**, up to a total of the **Original Purchase Price** of **Your Product** providing that it is not necessary to **Replace Your Product**
- Up to one (1) **Replacement** of **Your Product**.

If it is necessary to **Replace Your Product**, all protection will cease, and no further protection will be provided from the date that the **Replacement** product is provided.

NOTICE – About Replacements: 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 fourteen (14) calendar days of confirmed delivery receipt of the **Replacement** product. If **You** do not return the defective **Product** to **Us** within fourteen (14) 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.

WHAT IS NOT PROTECTED

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

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| <p>(a) Any accidental damage meaning physical damage to the Product following a sudden and unforeseen accident which affects the functionality of Your Product</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</p> | <p>Breakdown 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-protected 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</p> |
|---|--|

- that is a different model, size, dimension or color as the previous **Product**.
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us**.
 - (e) Damage from freezing, overheating, rust, corrosion, warping or bending.
 - (f) Normal wear and tear, or gradual deterioration of **Product** performance.
 - (g) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
 - (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.
 - (i) Loss, theft, or malicious mischief or disappearance.
 - (j) In the occurrence of the following events: 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 **Your Product** will not be protected, in the event of a **Claim**
 - (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.
 - (l) **Repairs** or **Replacement** provided by the **Manufacturer** as a result of a **Manufacturer's** recall, warranty or rework to repair design or component deficiencies, improper construction.
 - (m) **Product(s)** that have removed or altered serial numbers.
 - (n) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
 - (o) Normal periodic or preventive maintenance, adjustment, modification or servicing.
 - (p) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments, unless specifically stated in 'Warranty Plan Options' and the cost of replacing the same should they be incompatible with a **Replacement Product**.
 - (q) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens.
 - (r) Cost of component parts not protected 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.
 - (s) Liability or damage to property arising out of the operation, maintenance or use of the **Product**.
 - (t) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
 - (u) Any **Claim** where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Contract**.
 - (v) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.
 - (w) 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 programme malicious code, computer virus or process or any other electronic system.
 - (x) Damage caused to **Your Product** when removing the SSD.
 - (y) Any **Claim** or benefit under this **Contract** to the extent the provision of such 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.

WARRANTY CLAIMS

IMPORTANT: THE SUBMISSION OF A WARRANTY CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS PROTECTED UNDER YOUR CONTRACT. THIS CONTRACT MAY NOT PROVIDE ANY PROTECTION IF YOU MAKE UNAUTHORISED REPAIRS.

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within fourteen (14) days of the warranty **Claim** incident occurring. Failure to observe these procedures may invalidate **Your** warranty **Claim**.

When **You** make a warranty **Claim** **We** will ask **You** questions about **Your** warranty **Claim** and the nature of any **Breakdown**.

For best service, have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. **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 warranty **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 ship **Your Product** anywhere, unless **We** instruct **You** to do so. If **You** are instructed by **Us** to mail-in the **Product** please be sure to include all of the following with **Your Product**:

- (1) A copy of **Your Proof of Purchase**,
- (2) A brief written description of the problem **You** are experiencing with the **Product**, and
- (3) A prominent notation of **Your** warranty **Claim** service request number that **We** gave to **You**.

NOTE: If **We** require **You** to mail the **Product**, **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 **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Us**.

Do not include any accessories, games or other personal property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.

IMPORTANT: DO NOT OPEN THE PRODUCT. OPENING THE PRODUCT MAY CAUSE DAMAGE THAT IS NOT PROTECTED BY CONTRACT, AND MAY MAKE YOUR PRODUCT INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY WE OR AN AUTHORISED SERVICE PROVIDER APPROVED BY US MAY PERFORM SERVICE ON THE PRODUCT.

OUR RESPONSIBILITIES

- (a) After **You** return **Your Product**, **We** will inspect it.
- (b) **Your** postage costs will be refunded by **Us**, if the warranty **Claim** is valid, and postage was not pre-paid.
- (c) If **We** determine that **Your Product** malfunctioned as described in this **Contract**, then **We** will **Repair** or (at **Our** sole option) **Replace**. **We** will do this without charge to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **We Replace Your Product**, **Your** original **Product** becomes **Our** property and the **Replacement Product** is **Your** property, with protection for that **Product** continuing for the remaining **Term** of the **Contract**, subject to the **Limit of Liability**.
- (d) If **Your Product** malfunctions after the **Term** of this **Contract** expires, there is no protection of any kind under this **Contract**. After the **Term** of this **Contract** expires, **You** may be charged a fee for **Our** services to diagnose and repair any problems with **Your Product**.

YOUR RESPONSIBILITIES

To receive service or support under this **Contract**, **You** agree to:

- (a) Provide **Us** with the serial number of **Your Product**.
- (b) Provide information to **Us** about the symptoms and causes of the problems with **Your Product**.
- (c) Respond to requests for information, including but not limited to **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- (d) Update the **Product** Software to currently published releases prior to seeking warranty claims service.
- (e) Follow the instructions **We** give **You**, including but not limited to refraining from sending **Us** products and accessories that are not subject to **Repair** or **Replacement** and packing **Your Product** in accordance with shipping instructions.
- (f) **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 protect the restoration of software or data, or data retrieval to/from **Your Product**, and **We** are unable to transfer such to any **Replacement Product** 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**.

RENEWABILITY

This **Contract** may not be renewed after **Your Term** expiration.

TRANSFERABILITY

Protection under this **Contract** may be transferred by **You** to another individual. In this case, **You** must inform **Microsoft** by contacting them by email msepbus@microsoft.com or by phone at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. The transfer of Protection under this **Contract** does neither lead to an extension or a new commencement of the **Term** nor to any other modification of the terms and conditions contained herein.

CANCELLATION

YOUR RIGHT TO CANCEL

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

You may write to **Microsoft** at: Plan Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, phone **Microsoft** on the phone the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or email msepbus@microsoft.com.

COOLING OFF PERIOD

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 **Claims** have been made during that period.

AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after forty-five (45) days of the **Contract** purchase date, providing the **Limit of Liability** has not been met, **You** will receive a pro-rata refund of the **Contract** purchase price paid by **You**.

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 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** telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: msepsbus@microsoft.com.

We will acknowledge each complaint within three (3) business days unless it has been resolved to **Your** satisfaction. The complaint will be investigated fully, and **You** will be provided with an update on the progress of the complaint at intervals of no more than fifteen (15) days. A full written response will be issued within five (5) business days of completing the investigation.

If **We** do not resolve the complaint within thirty (30) days, **We** will update **You** on the time frame **We** expect to have the investigation complete.

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.

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:

- o For the purposes of providing handling 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**.
- o 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 EU.
- o 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 with the EU.

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.

INTERNATIONAL TRANSFERS OF DATA

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. **We** only transfer data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, **We** use the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

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) for full address details.

GENERAL PROVISIONS

LAW

The Parties to this **Contract** are free to choose the law applicable to this **Contract**. Unless specifically agreed to the contrary this **Contract** shall be subject to the laws of England and Wales

SUBCONTRACT

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.

SEVERABILITY

If any part of this **Contract** is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

NOTICES

You expressly consent to be contacted, for the purposes of managing **Your Contract**, 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.

ENTIRE AGREEMENT

This **Contract**: including the **Summary of Protection**, 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.

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