

## "MICROSOFT EXTENDED HARDWARE SERVICE FOR ACCESSORIES"

### Commercial Service Contract Terms & Conditions

Please keep this important terms and conditions document and the **Purchase Order** together in a safe place, as these will be needed at time of **Claim**. The information contained in this **Contract** document is intended to serve as a valuable reference guide to help **You** determine and understand what is **Covered** under **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 capitalized and bolded words have the stated meaning:

- **"Accidental Damage From Handling", "ADH"**: refers to accidental damage from handling, meaning such damage resulting from unintentionally dropping the **Covered Product** or liquid spillage.
- **"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/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** accessory purchased by **You** that is to be **Covered** under this **Contract**.
- **"Deductible"**: the amount **You** are required to pay, per **Claim**, for services **Covered** under this **Contract**, (if any).
- **"Limit of Liability"**: **Our** maximum liability to **You** for any one **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](http://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**.
- **"Power Surge"**: damage to the **Product** resulting from an oversupply of voltage to **Your Product** while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the **Product** to a power source.
- **"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 color as the previous **Covered Product**.
- **"Retailer"**: the seller that has been authorized by **Microsoft** and **Us** 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 Accessories **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", "Obligor", "Administrator"**: 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 **Your** jurisdiction.
- **"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 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, are expressly excluded.

#### SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage** for **Power Surge** begins on the purchase date as shown on **Your Purchase Order** and **Coverage** continues for the remainder of **Your Term** as shown on **Your Purchase Order** or until the **Limit of Liability** is reached, whichever is sooner.
2. **Coverage** for a **Breakdown** begins upon expiration of the **Manufacturer's** original parts and/or labor 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 authorized **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 labor 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**.

This **Contract** also provides a “No Lemon Guarantee”. During the **Term**, if **Your Product** has three (3) **Repairs Covered** under this **Contract** for the same problem and a fourth (4<sup>th</sup>) **Repair** is required for the same problem and considered **Covered** under this **Contract**, We will **Replace Your Product** with one of like kind and quality, but not necessarily same brand, or, at **Our** sole discretion, provide **You** with reimbursement equal to the fair market value of the **Product** as determined by **Us** based upon the age of the **Product** and subject to the **Limit of Liability**.

#### 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 color as the previous **Product**.
  - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Contract** shall not provide **You** with any reimbursement for such a price difference.
  - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. **Coverage** described under this **Contract** shall not **Replace** or provide any duplicative benefits during any valid **Manufacturer’s** warranty period. During such period, anything **Covered** under the **Manufacturer’s** warranty is the sole responsibility of the **Manufacturer** and shall not be **Covered** under this **Contract**, regardless of the **Manufacturer’s** ability to 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** authorized 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://mybusinessservice.surface.com/>.

When purchased, this **Contract** provides the **Coverage** that is described in the “What is **Covered** - General” section, including **Breakdown** and/or **Power Surge** and subject to the following provisions:

#### SURFACE ACCESSORY PLAN COVERED PRODUCTS

Surface Type Cover or Surface Signature Keyboard, plus any other components contained in the original accessory device packaging, such as associated attached pen, if any, are **Covered** under this **Plan**.

#### COVERAGE

**You** are **Covered** for a maximum of one (1) **Claim** for a **Covered Product** during the **Contract Term** for the **Repair** and/or **Replacement** of **Your** device in the event of a **Breakdown** and/or **Power Surge**, subject to the **Limit of Liability** which shall not exceed the **Product Purchase Price**.

ONCE THE XBOX ELITE CONTROLLER AND/OR SURFACE TYPE COVER **CLAIM** LIMIT IS REACHED, **COVERAGE** UNDER THIS **PLAN** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **CONTRACT TERM**.

COVERED COMPONENT	MAXIMUM NUMBER OF COVERED CLAIMS
Surface Type Cover, Surface Signature Keyboard,	one (1)
Surface component contained in the original accessory packaging	one (1) per component

#### DEDUCTIBLE

Under this **Plan** no **Deductible** 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**.

## **LIMITATION OF LIABILITY**

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 any defined **Covered Claim**, any non-defined mechanical/electrical failure, training services provided separately by any party, 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 Claim** or the inability to render service for any reason; (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 "What is Not **Covered** – Exclusions" section) known to **You**; including any inherent product flaws.

## **WHAT IS NOT COVERED – EXCLUSIONS**

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

- a) **Accidental Damage From Handling/ADH.**
- b) **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.)
- c) **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.**
- d) **Any 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 kind of damage of or in association with the Product including, but not limited to any non-covered equipment used in association with the Product; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by You associated with customized installations to fit the Product such as third party stands, mounts, and customized alcoves and the like; or (v) a Replacement that is a different model, size, dimension or color as the previous Product.**
- e) **Modifications, adjustments, alterations, manipulation, or Repairs made by anyone other than a service technician authorized by Us or other than in accordance with Manufacturer's specifications.**
- f) **Damage from freezing, overheating, rust, corrosion, warping or bending.**
- g) **Wear and tear, or gradual deterioration of Product performance.**
- h) **The intentional treatment of the Product in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.**
- i) **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.**
- j) **Loss, theft, or malicious mischief or disappearance.**
- k) **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, or other telecommunications malfunction.**
- l) **Lack of performing the Manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the Manufacturer's specifications or instructions.**
- m) **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.**
- n) **Products that have removed or altered serial numbers.**
- o) **Cosmetic damage however caused to Your Product, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.**
- p) **Normal periodic or preventive maintenance, adjustment, modification, or servicing.**
- q) **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).**
- r) **Cost of component parts not covered by the Product's original Manufacturer's warranty, or any non-operating / non-power-driven part, including, but not limited to plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches, and wiring.**
- s) **Liability or damage to property, or injury, or death to any person 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 Your original Purchase Order had not been provided.**
- 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, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.**
- x) **Any Claim or benefit under this Contract to the extent the provision of such cover, payment of such Claim, or provisions of such benefit would expose Us to any sanctions, prohibition, or restriction under U.S. economic or trade sanctions, or other applicable law.**
- y) **Any Repair(s) performed in conflict with the "Special Jurisdictional Requirements" section of this Service Contract.**
- z) **Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**

## 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 UNAUTHORIZED REPAIRS.**

Please have **Your Purchase Order** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <https://mybusinessservice.surface.com/>. **Our** authorized representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product** and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be 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 authorized servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorized depot center), please be sure to include the following with **Your Product**:

- a) The defective **Product**;
- b) A copy of **Your Purchase Order**;
- c) A brief written description of the problem **You** are experiencing with the **Product**; and
- d) 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 authorized by **Us**. If **Your Term** expires during the time of an approved **Claim**, **Coverage** under this **Contract** will be extended until the date in which the approved **Claim** in progress has been fulfilled completely in accordance with the terms and conditions of this **Contract**.

## RENEWABILITY

**Coverage** under this **Service Contract** is not renewable.

## TRANSFERABILITY

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

## 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 **Covered Product** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event **You** cancel this **Contract** and **We** fail to refund any unearned portion of the **Contract** price, **You** are entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.

## 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. No cancellation fee applies.

**You** may phone **Us** at the phone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email at [msepsbus@microsoft.com](mailto:msepsbus@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** (except in Missouri and Nevada where **Claims** deduction is prohibited). If **Your** refund is not paid or credited within thirty (30) days after **Your** cancellation request to **Us**, **We** will add an extra ten percent (10%) to **Your** refund for every thirty (30) days the refund is not paid by **Us**. Please refer to "Special Jurisdictional Requirements" section for further information.

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 paid/fee by **You**, minus any **Claims** paid by **Us** (except in Missouri and Nevada where **Claims** deduction is prohibited). If **Your** refund is not paid or credited within thirty (30) days after **Your** cancellation request to **Us**, **We** will add an extra ten percent (10%) to **Your** refund for every thirty (30) days the refund is not paid by **Us**. Please refer to "Special Jurisdictional Requirements" section for further information.

### 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. Please refer to "Special Jurisdictional Requirements" section for further information.

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

- a) non-payment of the **Contract** purchase price/fee by **You**;
- b) deliberate material 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 **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](mailto: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** and **Microsoft** (as the **Manufacturer**) 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 controllers are **Microsoft** and **Us**. By purchasing this **Service Contract**, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under **Contract**. For information on how **Microsoft** processes **Your** personal data please visit <https://privacy.microsoft.com/en-US/>. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at <https://amtrustfinancial.com/about-us/privacy-policy>.

### 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 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.
- 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 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, 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 **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 **Service Contract** will be in writing and may be sent by any reasonable means including by mail, email,

text message or recognized 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 state in which the **Covered Product** was purchased 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.

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

#### SPECIAL JURISDICTIONAL REQUIREMENTS

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

The following disclosure statement is added to this **Service Contract**: In the event of a dispute with **Administrator**, **You** 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 **Contract**.

"Guaranty" section 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 **You** cancel this **Service Contract** and **We** fail to issue any applicable refund within sixty (60) days after cancellation, **You** may 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", section is amended as follows: This **Service Contract** may be cancelled by **You** if the **Covered Product** under this **Contract** is returned, sold, lost, stolen or destroyed.

#### FLORIDA

The definition of "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**" is deleted and replaced with the following: "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**": 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 **You**.

"Guaranty" section is deleted and replaced with the following: This is not an insurance policy, it is a **Service Contract**.

The following disclosure statement is added to this **Service Contract**: The rates charged to **You** for this **Contract** are not subject to regulation by the Florida Office of Insurance Regulation.

"Cancellation" section is deleted and replaced with the following: **You** may cancel this **Service Contract** at any time by informing **Us** or the **Retailer** of the cancellation request. **You** may contact **Us** at the phone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email at [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com). In the event the **Contract** is canceled by **You**, the **Administrator**, or the **Provider**, the 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 **Your** behalf.

#### GEORGIA

The following disclosure statement is added to this **Service Contract**: This **Contract** will be interpreted and enforced according to the laws of the state of Georgia.

"Cancellation", section is deleted and replaced with the following: **You** may cancel this **Service Contract** at any time by informing **Us** of the cancellation request at the details below. No cancellation fee applies. **You** may contact **Us** at the phone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email at [msepsbus@microsoft.com](mailto:msepsbus@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** paid by **You**, minus any **Claims** paid by **Us**. If **Your** refund is not paid or credited within thirty (30) days after **Your** cancellation request to **Us**, **We** will add an extra ten percent (10%) to **Your** refund for every thirty (30) days the refund is not paid by **Us**. If **You** cancel this **Contract** after thirty (30) days from the **Contract** purchase date, **You** will receive a refund of one hundred percent (100%) of the unearned pro rata **Contract Purchase Price** paid by **You** less **Claims** paid.

"Cancellation", "section is amended as follows: **We** may only cancel this **Service Contract** for fraud, material misrepresentation, or **Your** failure to pay the consideration due. If **We** cancel this **Contract**, **You** shall be refunded one hundred percent (100%) of the unearned pro-rata **Contract Purchase Price**, less any claims paid. In no event will there be an administration or cancellation fee if cancelled by **Us** or the **Administrator**. Notice of cancellation stating the reason for and effective date of the cancellation shall be given to **You** in writing no less than thirty (30) days before the effective date of such cancellation.

"What is Not **Covered** – Exclusions" section is amended to add the following: Only unauthorized product repairs, modifications or alterations performed after the effective date of the **Service Contract** are excluded.

### **ILLINOIS**

The following disclosure statement is added to this **Service 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 **Contract**.

### **INDIANA**

The following disclosure statement is added to this **Service Contract**: This **Contract** is not insurance and is not subject to Indiana insurance law. **Your** proof of payment to the **Retailer** for this **Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**. If **We** fail to perform or make payment due under this **Contract** within sixty (60) days after **You** request the performance or payment, **You** 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**.

### **OREGON**

As used in the "Privacy and Data Protection" section of this **Service Contract**, the word "data" refers to non-proprietary information.

The following disclosure statement is added to this **Service Contract**: If the purchase of this **Contract** was financed, any outstanding balance due to the finance company will be deducted from any refund due and paid to the finance company instead of **You**. The refund amount paid to the finance company may be less than the **Product Purchase Price** financed if **Claims** have been paid by **Us**.

"How To File a **Claim**" section is amended to include: Please have **Your Purchase Order** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <https://mybusinessservice.surface.com/> 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.

### **UTAH**

The following disclosure statement is added to this **Service Contract**: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. This **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

"Cancellation", section is amended as follows: **We** may only cancel this **Service Contract** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of contractual duties by **You** relating to the covered property or its use. If **We** cancel this **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 **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**" section is amended to include: Please have **Your Purchase Order** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <https://mybusinessservice.surface.com/> 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**

The following disclosure statement is added to this **Service Contract**: The State of Washington is the jurisdiction for any civil action in connection with this **Contract**.

The following disclosure statement is added to this **Service Contract**: What is excluded from coverage is limited to that which is expressly stated under the "What is Not **Covered** – Exclusions" section of this **Contract**.

"Guaranty" section 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 1-866-505-4048.

"How To File a **Claim**" section is amended to include: Please have **Your Purchase Order** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <https://mybusinessservice.surface.com/> 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.