

DRAFT

Surface

Surface

CLEANING & USAGE INSTRUCTIONS

Always handle your device with care to maintain its appearance. To clean, wipe the outer surface with a soft, lint-free cloth.



This symbol identifies safety and health messages in this Device Guide



WARNING: Read Safety & Health Info

Read this guide for important safety and health information and the terms of the Limited Warranty that apply to the Microsoft® device that you have purchased. Keep all printed guides for future reference. Failure to follow instructions and properly set up, use, and care for this product can increase the risk of serious injury or death, or damage to the device or devices. For an online version of this guide go to: www.surface.com/support



Warning: Do Not Attempt Repairs

Do not attempt to take apart, open, service, or modify the product, accessories, or power supply. Doing so could present the risk of electric shock or other hazard. Any evidence of any attempt to open and/or modify this device, including any peeling, puncturing, or removal of any of the labels, will void the Limited Warranty.



Warning: AC Adapter Safety

Failure to take the following precautions can result in serious injury or death from electric shock or fire or in damage to the device. To select an appropriate power source for your device:

- Use only the power supply unit and AC power cord that came with your device or that you received from an authorized Microsoft retailer.
- Do not use non-standard power sources, such as generators or inverters, even if the voltage and frequency appear acceptable. Only use AC power provided by a standard wall outlet.
- Do not overload your wall outlet, extension cord, power strip, or other electrical receptacle. Confirm that they are rated to handle the total current (in amps [A]) drawn by the device (indicated on the power supply unit) and any other devices that are on the same circuit.
- On devices where the AC prongs may be folded for storage, before plugging the AC adapter into a power outlet, make sure its prongs are fully extended.
- On devices where the AC prongs are removable and where the power supply uses a universal adapter, before plugging the AC adapter into a power outlet, make sure the prong assembly is of the proper configuration for the power outlet and fully seated into the adapter.



Caution: Cable and cord safety

Arrange all cables and cords so that people and pets are not likely to trip over or accidentally pull on them as they move around or walk through the area. Do not allow children to play with cables and cords.

To avoid damaging the power cords and power supply:

- Protect the power cords from being walked on.
- Protect cords from being pinched or sharply bent, particularly where they connect to the power outlet, the power supply unit, and the device.
- Do not jerk, knot, sharply bend, or otherwise abuse the power cords.
- Do not expose the power cords to sources of heat.
- Keep children and pets away from the power cords. Do not allow them to bite or chew on them.
- When disconnecting the power cords, pull on the plug—do not pull on the cord.
- If a power cord or power supply becomes damaged in any way, stop using it immediately.
- Unplug your device during lightning storms or when unused for long periods of time.
- For devices with an AC power cord that connects to the power supply, always connect the power cord according to the following instructions:
 - 1 Plug the AC power cord into the power supply until it seats fully.
 - 2 Plug the other end of the AC power cord into the wall outlet.



⚠ Warning: Battery Safety

This device contains a built-in battery, improper use of which may result in explosion. Do not heat, open, puncture, mutilate, or dispose of the product in fire. Do not leave the device in direct sunlight for an extended period of time, which could cause melting or battery damage. The battery in this device is not user replaceable and should only be replaced by Microsoft or a Microsoft Authorized Service Provider. See www.surface.com/support for additional details.

⚠ Warning: Use Near Water

To reduce the risk of fire or shock, do not use this device near water and do not expose it to rain or moisture. Do not attempt to dry device with a hair dryer or a microwave oven.

⚠ Warning: Hearing Safety

Set the volume loud enough to hear clearly in quiet surroundings, and no louder.

Do not increase the volume after you start listening. Your ears can adapt over time so that high volume sounds normal, but the high volume may still damage your hearing.

- Do not increase the volume to block out outside noise. The combination of outside noise and sound from your headphones can damage your hearing. Sealed or noise-canceling headphones can reduce outside noise so that you don't have to turn up the volume. If you can't understand someone nearby speaking normally, turn down the volume. Sound that drowns out normal speech can damage your hearing. Even with sealed or noise-canceling headphones, you should be able to hear nearby people speak.

Minimize Your Time Listening to Loud Sound

The more time you spend exposed to loud sound, the more likely you are to damage your hearing. The louder the sound, the less time it takes to damage hearing.

- Minimize your time listening to loud sound. At maximum volume, listening to music on the device with headphones can permanently damage your hearing in 15 minutes.
- Even lower volumes can damage hearing if you are exposed for many hours.
- All of the sound that you are exposed to during a day adds up. If you are exposed to other loud sound, it takes less time listening at high volumes to cause hearing damage.
- To safely use the device with no time limit, keep the volume low enough that you can carry on a conversation with people nearby.

Be Aware of Hearing Loss Symptoms

Stop using this device and have your hearing checked if you experience:

- Any hearing loss.
- You hear ringing in your ears.
- Your speech sounds muffled.
- Sound seems dull or flat.

It is a good idea to have your hearing checked regularly by an audiologist. For more information, see www.surface.com/support

⚠ Warning: Be Aware of Your Surroundings

In order to reduce the potential risk of injury due to distractions while using this device, be careful and attentive while driving, riding a bicycle, or walking. Use of the device alone or with headphones (even if used only in one ear) while driving a vehicle or riding a bicycle is not recommended and is illegal in some areas. Check and obey the laws and regulations on the use of mobile devices in the areas where you drive or ride. Using a mobile device while driving or riding may be distracting. Give full attention to driving or riding and to the road. Always keep the volume low enough to hear people talking and sounds that might indicate danger, like fire alarms.

⚠ Warning: Airbag Avoidance

For vehicles equipped with airbags, do not place the device or other objects on or near the airbags. If an airbag deploys, objects placed on or near the airbag could cause serious personal injury or even death.



⚠ Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness.

Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms — children and teenagers are more likely than adults to experience these seizures. The risk of photosensitive epileptic seizures may be reduced by taking the following precautions:

- Sit farther from the video screen.
- Use a smaller video screen.
- Play in a well-lit room.
- Do not play when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

⚠ Warning: Touch-Screen Glass

The touch screen on this device is made of glass. This glass could break if the device is dropped on a hard surface or receives a significant impact. To reduce the risk of cuts if the glass chips or cracks, do not touch or attempt to remove the broken glass. Cracked or chipped glass due to misuse or abuse is not covered under the product's limited warranty.

⚠ Warning: Choking Hazard

This device may contain small parts which may be a choking hazard to children under 3. Keep small parts away from children.

⚠ Warning: Coin Cell Safety Notice

KEEP OUT OF REACH OF CHILDREN. DO NOT INGEST BATTERY, CHEMICAL BURN HAZARD.

This product may contain coin/button cell batteries. If a coin/button cell battery is swallowed, it can cause severe internal burns and perforation of soft tissue in just 2 hours and can lead to serious injury or death. Keep new and used batteries away from children. If the battery compartment does not close securely, stop using the product and keep it away from children. If you think batteries might have been swallowed or placed inside any part of the body, seek immediate medical attention. Coin batteries must be removed immediately if swallowed.

⚠ Warning: Follow Instructions to Avoid Interference Problems

Turn off your mobile device in any location where posted notices instruct you to do so. In an aircraft, turn off your device whenever instructed to do so by airline staff, or prior to packing a wireless device in luggage. This device offers an "airplane mode". Please consult airline staff about using it in flight.

⚠ Warning: Potentially Explosive Atmospheres

Areas with potentially explosive atmospheres are often, but not always, posted and can include fueling areas, such as below decks on boats, fuel or chemical transfer or storage facilities, or areas where the air contains chemicals or particles, such as grain dust, or metal powders. When you are in such an area, turn off your mobile device, and do not remove or install battery chargers, AC adapters, or any other accessory. In such areas, sparks can occur and cause an explosion or fire.

⚠ Caution: Parts of this device are magnetic

It may attract metallic materials. To reduce the potential risk of sparks, verify the electrical connection area is free of metallic objects before interconnecting devices. In order to reduce the likelihood of magnetic fields interfering with compass readings, disrupting the proper operation of pacemakers, or corrupting magnetically stored data, do not place credit cards or other magnetic storage media or magnetically sensitive devices near this device.



Caution: Personal Medical Devices

Radio-frequency emissions from electronic equipment can negatively affect the operation of other electronic equipment, causing them to malfunction. Although the device is designed, tested, and manufactured to comply with regulations governing radio frequency emission in countries such as the United States, Canada, the European Union, and Japan, the wireless transmitters and electrical circuits in the device may cause interference in other electronic equipment. Therefore, please take the following precautions:

Pacemakers The Health Industry Manufacturers Association recommends that a minimum separation of 15 cm (6 inches) be maintained between a wireless device and a pacemaker to avoid potential interference with the pacemaker.

Persons with pacemakers:

- Should always keep the device more than 15 cm (6 inches) from the pacemaker when the wireless device is turned on.
- Should not carry in the breast pocket.
- If you have any reason to suspect that interference is taking place, turn the device off immediately.

Other Medical Devices

If you use any other personal medical device, consult the medical device manufacturer or your physician to determine if it is appropriate for you to use other electronic devices near your medical device.



Caution: Health Warning

Use of electronic input devices may be linked to serious injuries or disorders. When using a computer, as with many activities, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. However, if you experience symptoms such as persistent or recurring discomfort, pain, throbbing, aching, tingling, numbness, burning sensation, or stiffness, DO NOT IGNORE THESE WARNING SIGNS. PROMPTLY SEE A QUALIFIED HEALTH PROFESSIONAL, even if symptoms occur when you are not working at your computer. Symptoms like these can be associated with painful and sometimes permanently disabling injuries or disorders of the nerves, muscles, tendons, or other parts of the body.

These musculoskeletal disorders (MSDs) include carpal tunnel syndrome, tendonitis, tenosynovitis, and other conditions. While researchers are not yet able to answer many questions about MSDs, there is general agreement that many factors may be linked to their occurrence, including: overall health, stress and how one copes with it, medical and physical conditions, and how a person positions and uses his or her body during work and other activities (including use of a keyboard or mouse). The amount of time a person performs an activity may also be a factor.

Some guidelines that may help you work more comfortably with your computer and possibly reduce your risk of experiencing an MSD can be found in the "Healthy Computing Guide" available at www.surface.com/support



Caution: Heat Related Concerns

The device may become very warm during normal use. The device complies with the user-accessible surface temperature limits defined by the International Standard for Safety of Information Technology Equipment (IEC 60950-1). To reduce heat related concerns, follow these guidelines:

- Set up your device on a stable work surface that allows for adequate air circulation under and around the device.
- Use caution when operating your device on a pillow, blanket, or other soft material, because the material can block the airflow which may result in the device overheating.
- If your device is on your lap and gets uncomfortably warm, remove it from your lap and place it on a stable work surface.

REGULATORY INFORMATION

Disposal of Waste Batteries and Electrical & Electronic Equipment



This symbol on the product or its batteries or its packaging means that this product and any batteries it contains must not be disposed of with your household waste. Instead, it is your responsibility to hand this over to an applicable collection point for the recycling of batteries and electrical and electronic equipment. This separate collection and recycling will



help to conserve natural resources and prevent potential negative consequences for human health and the environment due to the possible presence of hazardous substances in batteries and electrical and electronic equipment, which could be caused by inappropriate disposal. For more information about where to drop off your batteries and electrical and electronic waste, please contact your local city/municipality office, your household waste disposal service, or the shop where you purchased this product. Contact weee@microsoft.com for additional information on WEEE and waste batteries. This product contains a Lithium-ion Battery.

This device is not intended for use in machinery, medical or industrial applications. Any changes or modifications not expressly approved by Microsoft could void the user's authority to operate this device. This product is for use with NRTL Listed (UL, CSA, ETL, etc.), and/or IEC/EN 60950-1 compliant (CE marked) Information Technology equipment. No serviceable parts included. This device is rated as a commercial product for operation at +32°F (+0°C) to +95°F (+35°C).

For Customers in the United States and Canada

This Class B digital apparatus complies with, as applicable, Part 15 of the U.S. Federal Communications Commission (FCC) rules, Canadian ICES-003, RSS-Gen and RSS-210. Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Exposure to Radio Frequency (RF) Energy

This device contains radio transmitters and has been designed, manufactured and tested to meet the Federal Communications Commission (FCC), Industry Canada and European guidelines for RF exposure and Specific Absorption Rate.

To ensure that your exposure to RF energy generated by the radio transmitters do not exceed the exposure limits set forth by these guidelines, orient the device such that the display side is not directly in contact with your body, such as lying display side face down on your lap or upper body. Additional information about RF safety can be found on the FCC website at www.fcc.gov/oet/rfsafety and the Industry Canada website at www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf01904.html

Radio and TV Interference Regulations

The Microsoft hardware device(s) can radiate radio frequency (RF) energy. If not installed and used in strict accordance with the instructions given in the printed documentation and/or onscreen help files, the device may cause harmful interference with other radio-communications devices (for example AM/FM radios, televisions, baby monitors, cordless phones, etc.). There is, however, no guarantee that RF interference will not occur in a particular installation. To determine if your hardware device is causing interference to other radio-communications devices, turn off and unplug the device from any external power source. If the interference stops, it was probably caused by the device. If this hardware device does cause interference, try the following measures to correct it:

- Relocate the antenna of the other radio-communications device (for example AM/FM Radios, televisions, baby monitors, cordless phones, etc) until the interference stops.
- Move the hardware device farther away from the radio or TV, or move it to one side or the other of the radio or TV.
- Plug the device into a different power outlet so that the hardware device and radio or TV are on different circuits controlled by different circuit breakers or fuses.
- If necessary, ask your device dealer or an experienced radio-TV technician for more suggestions. For more information about interference issues, go to the FCC Web site at <http://www.fcc.gov/cgb/consumerfacts/interference.html>. You can also call the FCC at 1-888-CALL FCC to request Interference and Telephone Interference fact sheets.

This Product is restricted to indoor use only to reduce any potential for harmful interference with licensed operation in the 5.15 to 5.25 GHz frequency range.

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LIMITED WARRANTY

BY USING YOUR MICROSOFT SURFACE PURCHASED FROM MICROSOFT OR AN AUTHORIZED RETAILER OR RESELLER ("MICROSOFT HARDWARE"), OR MICROSOFT BRANDED ACCESSORY PURCHASED FROM MICROSOFT OR AN AUTHORIZED RETAILER OR RESELLER ("ACCESSORY"), YOU AGREE TO THIS WARRANTY. BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR MICROSOFT HARDWARE OR ACCESSORY. RETURN IT UNUSED TO YOUR RETAILER, RESELLER, OR MICROSOFT FOR A REFUND.

See: www.surface.com/warranty for more information.

If You live in the United States, Section 8 contains a binding arbitration clause and class action waiver. It affects Your rights about how to resolve a dispute with Microsoft. Please read it.

This warranty gives You specific legal rights. You may also have other rights which vary from State to State or Province to Province.

1. Warranty

- (a) For **1 year** from the date You purchased Your Microsoft Hardware or Accessory from Microsoft or an authorized retailer or reseller ("Warranty Period"), Microsoft warrants, only to You, that the Microsoft Hardware or Accessory will not malfunction due to a defect in materials or workmanship under Normal Use Conditions.
- (b) This is the only warranty Microsoft gives for Your Microsoft Hardware or Accessory. Microsoft gives no other guarantee, warranty, or condition. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.
- (c) IF YOUR STATE'S OR PROVINCE'S LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD. Some States or Provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to You.
- (d) **Other Definitions.** "You" means the original end-user. "Normal Use Conditions" means ordinary consumer use under normal conditions according to the instruction manual. "State" means a State, the District of Columbia, and any other United States territory or possession. "The United States of America" includes all of them.

2. How to Get Warranty Service

- (a) Before starting the warranty process, please use the troubleshooting tips at www.surface.com/support.
- (b) If the troubleshooting tips do not resolve Your problem, then follow the online process at www.surface.com/warranty.
- (c) **Back up Your Hard Drive and Delete Confidential Information.** Before sending Your Microsoft Hardware or Accessory to Microsoft or taking it to an authorized retailer or reseller for service, be sure to:
 - (i) BACK UP YOUR HARD DISK DRIVE AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS YOU WANT TO SAVE. MICROSOFT, RETAILERS, OR RESELLERS ARE NOT RESPONSIBLE FOR YOUR DATA OR PROGRAMS AND MAY ERASE THEM.
 - (ii) DELETE ANYTHING YOU CONSIDER CONFIDENTIAL. MICROSOFT, RETAILERS, OR RESELLERS ARE NOT RESPONSIBLE FOR YOUR PRIVACY IF YOU LEAVE CONFIDENTIAL INFORMATION ON YOUR DEVICE.

For more information, please see: www.surface.com/warranty.

3. Microsoft's Responsibility

- (a) After You return Your Microsoft Hardware or Accessory to Microsoft or an authorized retailer or reseller, Microsoft or the retailer or reseller will inspect it.
- (b) If Microsoft or the retailer or reseller determines that the Microsoft Hardware or Accessory malfunctioned due to a defect in materials or workmanship during the Warranty Period under Normal Use Conditions, Microsoft or the retailer or reseller will (at its option) repair or replace it, or refund the purchase price to You. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.
- (c) After repair or replacement, Your Microsoft Hardware or Accessory will be covered by this warranty for the longer of the remainder of Your original Warranty Period, or 90 days after Microsoft or the retailer or reseller ships it to You.

- (d) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR MICROSOFT HARDWARE OR ACCESSORY, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.
- (e) If Your Microsoft Hardware or Accessory malfunctions after the Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems.

4. Warranty Exclusions

- (a) Microsoft is not responsible and this warranty does not apply if Your Microsoft Hardware or Accessory is:
- (i) damaged by use with products not sold or licensed by Microsoft;
 - (ii) opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any Microsoft technical limitation or security mechanism, etc.), or its serial number is altered or removed;
 - (iii) damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, etc., or failure to follow instructions in the instruction manual);
 - (iv) scratched, dented, etc. or shows other cosmetic damage; or
 - (v) repaired by anyone other than Microsoft or an authorized retailer or reseller.
- (b) Microsoft is not responsible and this warranty does not apply if Your Microsoft Hardware is used with an operating system other than the Windows operating system preinstalled in Your Microsoft Hardware, or any contemporaneous or later version of that operating system.
- (c) This warranty also does not apply to consumable parts that are designed to diminish over time unless the failure has occurred due to a defect in materials or workmanship.
- (d) Microsoft does not guarantee that Your use of the Microsoft Hardware or Accessory will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

5. EXCLUSION OF CERTAIN DAMAGES

MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR MICROSOFT HARDWARE OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to You.

6. Additional Terms

If You attempt to defeat or circumvent any Microsoft Hardware or Accessory technical limitation or security system, You may cause Your Microsoft Hardware or Accessory to stop working permanently. You will also void Your warranty, and make Your Microsoft Hardware or Accessory ineligible for authorized repair, even for a fee.

7. Choice of Law

The laws of the State or Province where You live govern the interpretation of this warranty, any claim that Microsoft has breached it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless of conflict of law principles.

8. Binding Arbitration and Class Action Waiver for U.S. Residents

- (a) **Application.** This section applies to any dispute **EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS.** Dispute means any dispute, action, or other controversy between You and Microsoft concerning the Microsoft Hardware or Accessory (including its price) or this warranty, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
- (b) **Notice of Dispute.** In the event of a dispute, You or Microsoft must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to **Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399.** A form is available at <http://go.microsoft.com/fwlink/?linkid=245499>. Microsoft will send any Notice of Dispute to You by U.S. Mail to Your address if we have it, or otherwise to Your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, You or Microsoft may commence arbitration.

- (c) **Small Claims Court.** You may also litigate any dispute in small claims court in Your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not You negotiated informally first.
- (d) **Binding Arbitration.** **If You and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration.** You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- (e) **Class Action Waiver.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither You nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- (f) **Arbitration Procedure.** Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If You are an individual and use the Microsoft Hardware or Accessories for personal or household use, or if the value of the dispute is \$75,000 or less whether or not You are an individual or how You use the Microsoft Hardware or Accessories, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see www.adr.org or call 1-800-778-7879. To commence arbitration, submit the form available at <http://go.microsoft.com/fwlink/?linkid=245497> to the AAA. You agree to commence arbitration only in Your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in Your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to You individually as a court could. The arbitrator may award declaratory or injunctive relief only to You individually, and only to the extent required to satisfy Your individual claim.
- (g) **Arbitration Fees and Incentives.**
1. **Disputes Involving \$75,000 or Less.** Microsoft will promptly reimburse Your filing fees and pay the AAA's and arbitrator's fees and expenses. If You reject Microsoft's last written settlement offer made before the arbitrator was appointed ("Microsoft's last written offer"), Your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards You more than Microsoft's last written offer, Microsoft will give You three incentives: (i) pay the greater of the award or \$5,000; (ii) pay twice Your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless You and Microsoft agree on them.
 2. **Disputes Involving More Than \$75,000.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
 3. **Disputes Involving Any Amount.** In any arbitration You commence, Microsoft will seek its AAA or arbitrator's fees and expenses, or Your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Microsoft commences, Microsoft will pay all filing, AAA, and arbitrator's fees and expenses. Microsoft will not seek its attorney's fees or expenses from You in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- (h) **Conflict with AAA Rules.** This warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.
- (i) **Claims or Disputes Must Be Filed Within One Year.** To the extent permitted by law, any claim or dispute under this warranty must be filed within one year in small claims court (Section 8(c)), an arbitration proceeding (Section 8(d)), or in court, if Section 8 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.
- (j) **Severability.** If the class action waiver in Section 8(e) is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.



If any other provision of Section 8 is found to be illegal or unenforceable, that provision will be severed with the remainder of this Section 8 remaining in full force and effect.

9. This warranty is valid only in the United States of America and Canada.

Microsoft's address in the United States: Microsoft Corporation, One Microsoft Way, Redmond, WA 98052

Microsoft's address in Canada: Microsoft Canada Inc., 1950 Meadowvale Blvd., Mississauga, Ontario, L5N 8L9

