

 Surface Demo Device Program

**Surface Demo Device Program – Distributor**

**Terms and Conditions**

Purchase of Demo SKUs (as hereinafter defined) is subject to the terms of the Microsoft Channel Partner Terms and Conditions for Surface Commercial Distributors (“**Distribution Agreement**”) and these Surface Demo Device Program – Distributor Terms and Conditions (“**Terms and Conditions”**). To the extent of any inconsistencies between the Reseller Agreement and these Terms and Conditions, these Terms and Conditions shall control with respect to the Surface Demo Device Program (“**Demo Program**”).Participation in this Demo Program is voluntary, and Microsoft reserves the right to update, change, cancel or terminate this Demo Program, or any portion of these Terms and Conditions by publishing an updated version of these Terms and Conditions or otherwise communicating the termination or change to Distributor.

By doingany of the following, Distributor agrees to be bound by and comply with these Terms and Conditions: (i) choosing to participate in this Demo Program and notifying Microsoft of the same; (ii) transacting under this Demo Program, which includes purchasing Demo SKUs from Microsoft; or (iii) otherwise participating in this Demo Program*.*

**Partner Eligibility**

To be eligible to participate and order Demo SKUs under this Demo Program, an entity must at all times during the Program Term remain a Surface Commercial Authorized Device Distributor (ADD) with a current channel authorization from Microsoft to resell Surface Devices and Accessories within the applicable Territory(ies) and remain in compliance with the terms of the Distribution Agreement and these Terms and Conditions (each, a “**Distributor**”). For purpose of these Terms and Conditions, “**Territory(ies)**” means the markets where Distributor is currently authorized by Microsoft to resell Surface Devices and Accessories pursuant to the terms of the Distribution Agreement.

**Distribution and Resale of Demo SKUs to Resellers**

Subject to these Terms and Conditions, Distributor may resell or otherwise distribute Demo SKUs to Resellers that are Surface Authorized Device Resellers (ADRs) and Distributor Managed Partners (DMPs), as applicable, within Distributor’s Territory(ies) as more fully described below, provided that Distributor’s price to Resellers or entity, as applicable, does not exceed fifty percent (50%) off of the MSRP. Notwithstanding the foregoing, Distributor may discount further off the MSRP at its own discretion.

**Eligible Demo SKU Products**For purpose of this Demo Program, “**Demo SKU**” means only the eligible Surface Device and Accessory SKUs listed below and that are published to a Microsoft pricelist at fifty percent (50%) discount off of the MSRP for that Device and/or Accessory, as applicable.
Eligible Demo SKUs are defined per Use Case as set forth later in each section.

NOTE: Microsoft’s pricing for Demo SKUs does not include any applicable taxes or shipping fees. For the avoidance of doubt, this Demo Program does not extend to any Surface Devices or Accessories that Microsoft has classified or communicated out as reaching “End of Life” status, or to any Microsoft software or services.Always refer to the latest pricelists for availability, as pricelists and availability may vary monthly.

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**Surface Demo Device Program structure**Demo Program consists of 2 use cases.

1. Partner Business Development
2. Deal Registration Benefit

Program conditions such as Terms, eligible Demo SKUs and eligible quantities vary by use case.

**Demo Program – Partner Business Development**

* **Approved Usage**Providing access to Demo Devices for partners to drive Surface business within partners’ organization is a priority for Microsoft. This Partner Business Development use case provides access to Demo Devices at discounted price based on the partner classifications.
Demo SKUs purchased under this Demo Program for distribution to Resellers for Business Development Purposes are approved solely for “internal business development use” as more fully described below. Except as expressly set forth below, Distributor may not resell or otherwise distribute Demo SKUs to any third party.
Partner Business Development includes without limitation:
	+ Internal training and readiness
	+ Test and lab environments
	+ Solution demonstrations
	+ Customer facing sales and marketing activities
	+ Temporary loans to prospective customers

Distributor and Reseller may opt to apply co-op funding to purchase Demo SKUs for Business Development Purposes

* **Term**The Program starts on July 1, 2023 and ends on June 30, 2024. Distributor must ship devices and send invoices to resellers during the term.
* **Eligible Device Demo SKUs:**

All Demo SKUs of Surface Pro (include Surface Pro X), Surface Laptop, Surface Book, Surface Studio, Surface Go, Surface Laptop Go, Surface Duo

* **Eligible Accessory Demo SKUs:**

All Demo SKUs of Surface Type Covers, Surface Pen, Surface Branded Mouse, Surface Dial, Surface Dock, Surface USB-C Travel Hub, Surface Headphones, Surface Earbuds and Teams Certified PCA products.

Products that are not listed (e.g. Power Supply Unit and adapters) are not eligible.

* **Eligible Quantity for Demo Device SKUs**

PC Reseller : Eligible quantity is defined based on PC Reseller’s Tier in FY24 Surface Reseller Alliance Program. PC Reseller can purchase Demo Device SKUs up to quantities below with the combination of any Eligible Demo Device SKUs. Quantities below are maximum quantities resellers can purchase per distributor.

|  |  |
| --- | --- |
| PC Reseller’s Tier | Eligible Number of Demo Device SKUs |
| Authorized | 10 units |
| Silver | 40 units |
| Gold | 80 units |
| Platinum | 120 units |

PC Distributor: Eligible quantity is total 120 units of any Eligible Demo Device SKUs during the program term.

* **Eligible Quantity for Demo Device SKUs** Accessory Demo SKUs can be purchased up to the same quantity as the corresponding Device Demo SKUs.

**Demo Program – Deal Registration Benefit**

* **Approved Usage**Resellers are eligible to purchase a limited number of Demo SKUs from their Distributor for sale to a commercial, government and education customers in connection with an approved Deal Registration case. If a Reseller is purchasing Demo SKUs in connection with a Deal Registration case, Distributor must first receive a valid Deal Registration Case ID# from Reseller or the Microsoft Deal Registration Desk.
* **Term**Reseller must purchase and resell Demo SKUs within approved Deal Reg eligible period. (Term varies by Deal Reg case)
* **Eligible Device Demo SKUs and Accessory Demo SKUs:**

The specific Demo SKUs purchased by Reseller must match the Device and Accessory SKUs for the approved case. (If the Device and/or Accessory SKU is not available as a Demo SKU for any reason, then Reseller may select the next best available option within the same Device and/or Accessory Family.)

* **Eligible Quantity for Demo Device SKUs**

The number of Demo SKUs that Reseller is eligible to purchase in connection with that case is determined based on the size of the approved deal, as more fully described in the following table.

|  |  |
| --- | --- |
| Deal Size | Eligible Number of Demo Device SKUs |
| 50 – 99 | 1 unit |
| 100 – 249 | 2 units |
| 250 – 499 | 3 units |
| 500 – 999 | 4 units |
| 1000 – 2499 | 6 units |
| 2500 – 4999 | 8 units |
| 5000+ | 10 units |

*Sections below are common sections for both Partner Business Development use case and Deal Registration Benefit use case.*

**Ordering and Availability**

All orders of Demo SKUs are subject to availability and acceptance by Microsoft, and will be fulfilled on a first come, first serve basis based on when the order is placed. Please work with your local Marketing Manager for specific inventory availability. Microsoft makes no guarantees of availability or delivery dates.

**Warranty & Support**

Demo SKUs come with the standard manufacturer’s Limited Hardware Warranty available at <https://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty>. Demo SKUs are not eligible for extended hardware service contracts or accidental damage plan, under Microsoft Complete for Business or Extended Hardware Service Plans (“MS Extended Warranty Plans”), or out of warranty repair service Resellers and Distributors may not sell MS Extended Warranty Plans in association with Demo SKUs.

**Reporting**

Distributors are required to submit Demo SKU Tracking Report to Surface Demo Device Program Management Desk (surfacedemoprogram@microsoft.com) by 15th of every month using the form of reporting template attached hereto as Appendix A which is uploaded to Operations Readiness Portal. The report must include transactions that took place in the prior month.

(e.g. Report due by Aug 15th must include all transactions in July)

This report is required for Demo Device SKUs but not for Demo Accessory SKUs.
In addition, Distributors are required to report all Reseller purchases of Demo SKUs as part of regular sell-out reporting to Microsoft.

**Pricing Programs and Incentives**

Demo SKUs purchased under this Demo Program are not eligible for any Campaigns, Promotions, Pricing Programs, Incentives or offers from Microsoft.

**Returns**

Distributors may return Demo SKUs purchased through this Demo Program only in cases of factory defect or other scenarios covered by the standard manufacturer’s limited hardware warranty.

# **Additional Demo Devices**

This Demo Program is the only program available for discounted Devices and Accessories from Microsoft. No other allocation of Demo SKUs will be made available regardless of partner program level or activation date unless Microsoft specifically notify distributors in writing.

**Verification and Compliance; Audit**

To ensure the integrity of this Demo Program, Microsoft reserves the right to conduct random audits of the orders of the Demo SKUs to verify compliance with any of the Terms and Conditions.

**Privacy**

The information submitted or received from Distributor when participating in this Demo Program may include phone numbers, email addresses, ID number and other personal information of Distributor’s employees (“Personal Information”). Microsoft will only use Personal Information in accordance with applicable data protection laws and regulations and Microsoft’s Privacy Statement referred to below, for the purpose of administering Reseller’s participation in the Demo Program. For more details on Microsoft’s Privacy Statement, please see: <http://privacy.microsoft.com/en-us/default.aspx>. If personal information of third parties is shared by Distributor, Distributor represents and warrants that is has the appropriate consent of the third party to do so. Microsoft will use any of this third-party data for the sole purpose of this Demo Program.

**Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall Microsoft or any of its affiliates be liable for any damages or losses whatsoever (including, but not limited to, damages for loss of profits, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care for negligence and for any other pecuniary or other loss whatsoever) arising out of or in any way related to a party’s participation in this Demo Program, even if Microsoft has been advised of such damages, and even in the event of fault, tort (including negligence) or strict or product liability or misrepresentation. Unless there is an event giving rise to additional liability under applicable law, Microsoft’s and its affiliates’ liability is limited to the value of the Demo SKUs provided under this Program.

**Appendix A**

* **Demo SKU Tracking Report**



* **Deal Registration Benefit Tracking Report**



* **Deal Registration Benefit Tracking Report**

