



Microsoft Surface Loaner Agreement

Default software
Accessories

This Microsoft Surface Loaner Agreement ("Agreement") is entered into by and between Reseller and TD SYNnex ULC. It shall be effective on the date that Reseller clicks to accept it on the TD SYNnex ULC website.

1. Loan of Products

TD SYNnex ULC hereby loans the Product(s) described above to Reseller for a period of (30) days beginning on the date of Reseller's confirmation of Loan. Reseller shall use the Product solely for the purpose of evaluation to determine suitability for its intended use of the Product. TD SYNnex ULC grants Reseller a temporary license to use the software programs on the Product in support of Reseller's use of the Product for such purpose.

2. Shipping and Service

TD SYNnex ULC shall bear all transportation costs for shipping the Product to Reseller and return to TD SYNnex ULC. Reseller shall return the Product to TD SYNnex ULC using the enclosed return shipping label. During the Loan Period, TD SYNnex ULC shall, at its expense, provide service and support for the Product as it deems necessary. Reseller shall not obtain service and support from any third party.

3. Alterations and Attachments

Reseller shall not make any physical, mechanical, electrical, or electronic changes to the Product. Reseller may attach peripheral devices to the Product's peripheral ports.

4. Return of Loaned Products

Reseller shall return the Product to TD SYNnex ULC at the end of the Loan Period, or at any time upon TD SYNnex ULC's request. Reseller shall return the Product to TD SYNnex ULC in the same condition as received, less normal wear and tear and without any alterations or attachments. Prior to the return of the Product to TD SYNnex ULC, Reseller should remove all data and information from the Product as may have been stored thereon during the Loan Period.

5. No Cost

This is a no cost Agreement. However, Reseller agrees to provide TD SYNnex ULC with valid credit card information at the beginning of the Loan Period and prior to shipment of any product by TD SYNnex ULC. If Reseller returns the Product in damaged condition (other than normal wear and tear); or if Reseller fails to return the Product to TD SYNnex ULC within five (5) days after the end of the Loan Period, or upon TD SYNnex ULC's request, Reseller shall pay TD SYNnex ULC for the Product. The price shall be TD SYNnex ULC's current Demo list price, plus any applicable taxes (the "Purchase Price"). Reseller hereby authorizes TD SYNnex ULC to charge such credit card for the full amount. TD SYNnex ULC shall provide Reseller reasonable notice of such charge. The terms of this Agreement shall apply to any such purchase.

6. Purchase

The loan product is not for sale. If the Reseller would like to purchase the product, they should email the Surface Commercial Team at MicrosoftSurfaceCA@tdsynnex.com.

7. Risk of Loss

Reseller shall be responsible for any loss or damage to the Product from the time leaves TD SYNnex ULC's shipping agent until it is received by TD SYNnex ULC's shipping agent for return to TD SYNnex ULC. Reseller shall protect the Product from theft, damage, misuse, or loss. Reseller shall operate the Product in an environment consistent with Product user documentation.

8. No Warranty

THE PRODUCT IS BEING MADE AVAILABLE TO RESELLER ON AN "AS IS" BASIS. TD SYNnex ULC MAKES NO WARRANTIES OR CONDITIONS REGARDING THE CONDITION OF THE PRODUCT OR ITS SUITABILITY FOR RESELLER'S INTENDED USE. ALL EXPRESS WARRANTIES, AS WELL AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND SHALL NOT APPLY.

9.. Limitation of Liability

In any action arising out of or related to this Agreement or the Product, TD SYNnex ULC shall not be liable for any of the following whether informed of their possibility or not and whether arising in contract, tort, (including negligence) or otherwise: 1) loss of, or damage to, data; 2) special, incidental, exemplary, punitive, indirect or consequential damages; or 3) lost profits, business, revenue, goodwill or anticipated savings.

10. DISCLAIMER AND RELEASE

IN CONSIDERATION OF TD SYNEX ULC MAKING THE PRODUCT AVAILABLE TO RESELLER ON A NO COST BASIS, THE VALUE OF WHICH IS ACKNOWLEDGED BY RESELLER, RESELLER HEREBY WAIVES AND RELEASES ALL CLAIMS AGAINST TD SYNEX ULC, ITS AFFILIATES AND THEIR EMPLOYEES, OFFICERS AND DIRECTORS, RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO: (1) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TD SYNEX ULC; (2) ANY REMEDY, OBLIGATION, LIABILITY, RIGHT OR CLAIM FOR LOSS INCLUDING LOST PROFIT, ASSOCIATED WITH THE USE OR NON-USE OF THE PRODUCT; (3) ANY COST INCURRED BY BAILEE TO MAKE ALTERNATE ARRANGEMENTS FOR PERFORMANCE DUE TO THE UNAVAILABILITY OF THE PRODUCT (WHETHER OCCASIONED BY BAILOR'S FAULT OR OTHERWISE); AND (5) ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

11. INDEMNIFICATION

RESELLER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TD SYNEX ULC, ITS AFFILIATES AND THEIR EMPLOYEES, OFFICERS AND DIRECTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, OBLIGATIONS, LIABILITIES, DAMAGES, LOSSES AND JUDGMENTS, COSTS AND EXPENSES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY TD SYNEX ULC, ANY AFFILIATE OF TD SYNEX ULC, OR THEIR EMPLOYEES, OFFICERS AND DIRECTORS, ARISING OUT OF THIS AGREEMENT OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO: (1) LOSS OR DAMAGE TO ANY TD SYNEX ULC PROPERTY, INCLUDING THE PRODUCT (BUT EXCLUDING NORMAL WEAR AND TEAR TO THE PRODUCT); (2) INJURY OR DEATH OF ANY PERSON CAUSED BY A RESELLER MODIFICATION OF THE PRODUCT; (3) LOSS OF OR DAMAGE TO ANY RESELLER OR THIRD PARTY TANGIBLE OR INTANGIBLE PROPERTY, INCLUDING DATA; OR (4) FAILURE BY RESELLER TO REMOVE ANY DATA OR INFORMATION STORED ON THE PRODUCT.

12. Termination

This Agreement covers current and future Products TD SYNEX ULC provides to Reseller for Reseller's evaluation and shall continue in effect until terminated by either party upon written notice to the other. Any terms of this Agreement which by their nature extend beyond the termination of the Agreement shall remain in effect as necessary to fulfill their purpose.

13. General

This Agreement is the complete agreement between the parties regarding the subject hereof and replaces any prior oral or written communications between the parties. Neither party is responsible for failure to fulfill any obligation under this Agreement owing to causes beyond its control. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

If TD SYNEX ULC is a party to this Agreement, it shall be construed and interpreted in accordance with the general commercial laws of the Province of Ontario, without regard to its conflict of law principles.