

Summary of service delivery - Exhibit B
(Exchange of Microsoft products)

1. PURPOSE

This summary highlights key practical aspects of the service being delivered by Teleplan under the Microsoft Extended Warranty Exchange program (“the Program”).

2. CUSTOMER ACCOUNT SET-UP

Any business entity offering to their end customers an extended warranty cover for Microsoft Surface or Xbox products (the “Products”) is entitled to request the opening of a customer account with Teleplan through the completion of a customer account set-up form, thus becoming a “Customer” of the Program. The business entity is not required to be a customer of Microsoft. Teleplan reserves the right not to proceed with the opening of an account, or to suspend or close a Customer account without prior notice.

3. GEOGRAPHIC COVERAGE

The intent is for the Program to be made available to all markets where Surface and Xbox products are distributed. As of August 2016, the Program is available to all US and EU markets. For details on the potential support of other markets, please contact Teleplan.

4. PLACING AN ORDER

Customers under the Program will be expected to submit a Purchase Order (“PO”) to Teleplan for the exchange. Ideally, this will contain the Product quantity per model and be sent via e-mail to msftew@teleplan.com for North America or MSEW.PRG@teleplan.com for Europe ahead of the shipment, indicating the shipment tracking reference. The PO can also be accompanying the shipment. In the absence of a PO, Teleplan will request approval from the sender via e-mail for the processing of units on the basis of the Teleplan receiving report.

5. EXCHANGE LIKE-FOR-LIKE

Disregarding the fault or damage of the non-functional Product, all incoming Products will be exchanged with functional Products of the exact

same model, version and specifications, if available.

Should the same part number not be available for exchange within a reasonable period of time (maximum of 30 days), Teleplan will proceed with an upgrade to the closest Product model at no additional cost.

Note 1: Same-unit return is not available as part of this Program.

Note 2: It is not an option for Customers to use this service to offer an upgrade service to their end customers.

6. REMANUFACTURED EXCHANGE UNIT

All functional Products sent back to Customers as part of the exchange process underwent a high quality full remanufacturing process at their original place of production, including data erasure and cosmetic refurbishment. In exceptional circumstances and at Teleplan’s discretion, Customers may receive a new Product at no additional cost.

7. “NO-RETURN” EXCHANGE AGAINST LOST OR STOLEN PRODUCTS

Where loss or theft of devices is covered by the Customers’ Extended Warranty policy, Customers are entitled to order a “no-return” exchange.

To proceed with this special exchange, Customers will be required to provide the serial number of the lost or stolen Product. Teleplan will then dispatch a corresponding functional Product and charge the price Category 3 for this transaction.

Note: Serial numbers will be recorded in a “lost and stolen” database (or “Blacklist”) which will affect future access to certain services for these Products.

8. SHIPPING NON-FUNCTIONAL PRODUCTS TO TELEPLAN FOR EXCHANGE

Shipments of non-functional Products should be addressed to:

For North America:

Teleplan MSEW Program
5201 George McVay Dr

Suite G
McAllen, TX
78503
USA

For Europe:

Teleplan MSEW Program
Teleplan Prague, s.r.o.
Na Dlouhem 82
251 01 Ricany – Jazlovice
The Czech Republic

Shipments to Teleplan are the responsibility of the Customer, being the sender of the shipment.

Pick-up option: The Customer may opt for the Products to be picked-up by Teleplan – in which case Teleplan is responsible for the shipment and will charge according to the freight charges described in the price list exhibit A.

The Customer should always ensure that Products are properly packaged to prevent any (additional) damage to the Products during transit.

9. DETERMINATION OF APPLICABLE PRICE

The price applicable for the exchange will be determined according to the condition of the non-functional Product. The condition will be assessed by Teleplan in its sole discretion according to the following criteria:

Price Category 3: Applicable to all Products damaged beyond economic repair (BER) i.e. bent or broken frame, or missing major part(s), or liquid damage indicator activated, or signs of tamper (e.g. seal broken), or “Blacklisted” units.

Also applicable for all “non-return exchanges”, including against lost and stolen Products (ref: art 7) and advanced exchange Products not shipped after 30 days of functional Product delivery.

Price Category 2: Applicable to all end customer induced accidental damage (CID) Product not falling under category 3: Cracked or dented screen or corners, greater than mild damage to midframe, heavy scratch, other abnormal damage to connectors, ports etc.

Price Category 1: Applicable for all Products - deemed by Customer to be a “functional failure” (FF) - only showing normal wear and tear and not falling under category 2 or 3: i.e. No more than medium scratches or mild damage to midframe.

Note 1: It is the Customer’s responsibility to verify – prior to shipping – that the non-functional Product is indeed non-functional and the issue is not covered under the manufacturer’s warranty.

Note 2: The exchange program is independent from Microsoft’s Manufacturer Warranty support delivered through ROBO or other means. It is the Customer’s responsibility to verify – prior to shipping – that the issue with the unit is not covered under the manufacturer’s warranty. No warranty claim will be handled under this Program.

10. TURNAROUND TIME

As of August 2016, Teleplan is initially launching its “base service”. It will gradually be enhanced with new value added services taking the form of options that will be added to future monthly price lists as new services are released.

Base service:

The initial service will intend to deliver functional Products to most destinations within **less than 14 days** of non-functional Product(s) receipt or PO approval and a **maximum of 30 days**. Teleplan will inform the Customer of any exceptional circumstances that would not allow it to meet the above (e.g. shortage or exceptionally large quantities).

Pick-up of non-functional Products can be requested and will be charged according to the price list.

11. HANDLING OF “BLACKLISTED” PRODUCTS

In the event Teleplan receives a Product previously registered as “lost or stolen”, Teleplan will proceed as follows:

1. Inform the Customer;
2. File a police report and quarantine the Product in storage as evidence; and
3. Proceed to an exchange at Price category 3.

12. “HOT SWAPS” AND TRANSFER OF ORIGINAL MANUFACTURER’S WARRANTY

In the case of exchanges directly linked with an end customer (i.e. “hot swap” where the end customer is awaiting a replacement Product from Teleplan) and where the warranty period has not yet expired (typically 2 years in the EU), the Customer can

request a transfer of warranty to the functional exchange Product.

13. SHIPPING OF FUNCTIONAL PRODUCTS

In all cases, Teleplan will be responsible for the shipment and delivery (DDP) of all functional Products. The cost of a standard shipment is included in the Base service charge.

All Products will be packed in individual “brown” (non-branded) packaging. Shipments to same address may be consolidated.

The delivery address may differ from the original/Customer’s address and can be a commercial or residential address.

Future premium shipping services will be charged according to the price list details at the time of receipt or PO approval.

14. PREMIUM DELIVERY SERVICES

The following enhancements are currently being developed to reduce the total turnaround time. This will require a pre-agreed forecast and additional fees may be charged to the Customer by Teleplan.

Express exchange: Delivery (commercial or residential premises) **within 2 to 5 working days of receipt** of the non-functional Product or PO approval.

Advanced exchange: Delivery (commercial or residential premises) **within 2 working days of order**. This option will include a commercial or residential pick-up service for the return of the non-functional Product and be subject to a 30-days limit to schedule the pick-up.

15. ACCESSORIES

Customers should not return accessories as part of the exchange. In the event that the Customer does send accessories together with the non-functional Product, Teleplan has no responsibility to return any accessories back to the Customer. Teleplan will provide the option to purchase replacement accessories at cost price. This is limited to Pens, Power cords and Controllers and some keyboards.

16. IT CONNECTIVITY AND ORDERING PORTAL

Depending on the profile and volume of Products being ordered, Teleplan and its Customers may agree to automate the ordering process. Depending

on the level of integration required this may result in an additional fee being charged to the Customer.

17. INVOICING FREQUENCY

Teleplan will invoice weekly unless otherwise agreed with the Customer.

18. BULK B-SKU SUPPLY NOT AVAILABLE

Note that this Program is an exchange program only. Except for the events as described in article 7 above, Teleplan does not supply exchange Products without receipt of a non-functional or damaged Product.

19. DATA RECOVERY NOT AVAILABLE

If necessary, all returned Products should be backed-up by the Customer (or Customer should advise the end customer to do so) prior to sending the Products to Teleplan. Products will be fully wiped in accordance with best practice data erasure procedures by Microsoft. Data recovery service will not be available.

20. CLAIMS PROCESS

In the event of a discrepancy or dispute, the Customer should escalate this issue to the Program manager at the respective Teleplan site.