

LENOVO CLOUD SOLUTION MANAGED SERVICES ATTACHMENT

This Lenovo Cloud Solution Managed Services Attachment ('the Attachment') and any Transaction Document referencing it is subject to and governed by the terms of a Framework Agreement entered between the Parties. If the Parties have not entered into a Framework Agreement at the time this Attachment comes into effect, the Framework Agreement current at that time will apply. In the event of a conflict in meaning between the Framework Agreement and this Attachment, the meaning contained in this Attachment shall prevail. This Attachment governs any Transaction Document incorporating this Attachment by reference. In the event of a conflict in meaning between this Attachment and a Transaction Document incorporating this Attachment by reference, the meaning contained in that Transaction Document shall prevail.**1. Definitions**

'Cloud Solution' means a service delivered on demand over the internet, and may include applications, storage, networks, or other resources that are accessed with an internet connection through a cloud service provider.

'Cloud Solution Service' means a Service carried out in relation to a Cloud Solution, whether that Cloud Solution is offered by Lenovo or a third party.

'Customer Data' means data processed by Customer's systems.

Capitalized terms used but not defined in this Attachment have the meanings given in the Framework Agreement.

1 Scope of the Cloud Solutions Services

- 1.1 Lenovo offers the following Cloud Solutions under this Attachment. Service Descriptions for the Cloud Solution Services are set out in:
- (1) Appendix 1 – Service Description: M365 Managed Cloud Support.
 - (2) Appendix 2 – Service Description: M365 Managed Cloud Back up.
- 1.2 The Services described in this Attachment do not include the purchase or procurement of any licenses for Microsoft software or licenses for any other software, which may be purchased separately from Lenovo or from a Third Party.
- 1.3 Customer may place one or more Orders, subject to acceptance by Lenovo, for any of the Services described in the appendices to this Cloud Managed Services Attachment.
- 1.4 Services under this Attachment will be delivered by a Lenovo delivery partner. Lenovo is liable for the delivery partner's compliance with this Attachment and Service Descriptions.

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- 2.1 In carrying out the Services under this Cloud Managed Services Attachment, Lenovo shall not be responsible to the Customer or to any Third Party for any of the following:
- (1) Any costs associated with any software, licensing or software renewal or upgrade fees.
 - (2) Any costs associated with any Third-party support or incident fees of any kind.
 - (3) Any costs associated with any repairs or additional services necessitated by any alterations or modifications to any software installations made by Customer or a Third Party acting on Customer's behalf.
 - (4) Any maintenance of Programs, whether acquired from Lenovo or a Third Party; and
 - (5) Any software builds, operating system upgrades or data transfer for new desktops or laptops introduced into the Customer environment unless as a result of a change request approved by both Parties.
 - (6) Assisting End Users in the use of M365 Applications

3 Service Levels and Exclusions

- 3.1 Lenovo shall be responsible for delivering Services in accordance with any applicable Service Levels or Service Level Agreement.
- 3.2 Lenovo may use appropriate tools to measure and report the levels of performance of the Services that are subject to the Service Levels. Lenovo shall, on request, provide the Customer with a set of reports to verify Lenovo's performance and compliance with the Service Levels.
- 3.3 In the event of any failure of Lenovo to achieve the Service Levels, Lenovo shall escalate the matter within Lenovo and notify the Customer that an escalation has taken place.
- 3.4 Lenovo shall be relieved of any liability in respect of any deficiencies in the Services, for any failure to provide the Services to the Service Levels or for any loss, damage or expense suffered or incurred by the Customer to the extent resulting from:
- (1) Customer acts or omissions.
 - (2) any defect or deficiency in the hardware, software, facilities, systems, network, environment, conditions including material modifications or the configuration of the same, provided by Customer (or not as the case may be) for performance of the Services by Lenovo.
 - (3) non-performance by a third party of its obligations under an agreement with the Customer relating to any third-party products or services.
 - (4) any damage caused by errors or omissions in any information, instructions or scripts provided to Lenovo by the Customer in connection with the Services, or any actions taken by Lenovo at the Customer's direction.
 - (5) delay or withholding of an obligation by Customer on which Lenovo's performance is contingent, beyond the time period set forth in the service description or SOW (or beyond five (5) days if a time period is not specified). In the event of such delay, the time for the performance of Lenovo's obligations shall be extended for the period of such delay in, or withholding of, performance.
 - (6) infringements of third-party rights.
 - (7) failure by customer to implement corrective measures (either at the direction/advice of Lenovo or consistent with reasonable industry practices); or
 - (8) any other event outside the reasonable control of Lenovo.
- 3.5 If Customer's business continuity plan is invoked (other than as a result of any act or omission of Lenovo or its subcontractors) and the invocation of the business continuity plan prevents Lenovo from being able to provide the Services in accordance with the Service Levels or Milestones, then the Service Levels will be temporarily suspended until such time as recovery actions.
- 3.6 The Customer acknowledges that there may be emergency situations where, acting in the best interests of the Customer and in good faith, Lenovo must interrupt or suspend the Services at short notice. In such situations Lenovo shall give the Customer as much notice as is reasonably possible of any such suspension or interruption and shall use its best endeavors to keep the time the System is not operating to a minimum and outside of core business hours and at a time agreed with the customer. Lenovo shall not be liable for any such emergency interruptions or suspensions and any service levels shall be suspended.

4 Prices and Payment

- 4.1 Service subscriptions are available on Monthly and Annual basis.
- 4.2 Monthly Subscription: The standard monthly Charges shall be subject to the number of Users having access to the particular M365 Managed Cloud Support Service in that month. In any event any amount in excess, or less, than the monthly fee due to increases or decreases in the User base will be subject to any Change Control procedure we agree. For avoidance of doubt, the full monthly User Charges will also be chargeable

for part month usage that the M365 Managed Cloud Support Service is being accessed and not calculated on a pro rata basis.

- 4.3 Lenovo shall be entitled to payment via monthly standing order or direct debit payments, or any other payment method as agreed between the Parties.
- 4.4 Annual Subscription: The annual Charge shall be subject to the number of Users having access to the particular M365 Managed Service across the year. At the end of the year, a "True up" of the number of supported subscriptions will be conducted and if the number of users supported exceeds the contracted number of subscriptions by more than 10% Lenovo will invoice the Customer for the Annual fee for the addition number of users supported.

Where preferred the Customer can purchase additional subscriptions throughout the year.

- 4.5 Lenovo shall monitor and/or audit the volumes referenced in an Order. Lenovo may conduct such activity through the use of electronic means, remote access and/or on-site inspection by Lenovo's personnel to authenticate Customer as the user of the Services and verify the Customer's billable volumes. Customer will take any actions reasonably required by Lenovo to permit such tracking of billable volumes and provide access to all necessary Equipment. If Lenovo is unable to monitor billable volumes for any reason, Customer shall pay an amount for the affected Service period based on Customer's average billable volumes during the previous three (3) months. Lenovo shall promptly notify Customer of an inability to electronically and or physically access any assets, as applicable, and work cooperatively to re-establish access. Once access is re-established, then Lenovo shall provide a corrected invoice for the affected Service Period.
- 4.6 The Customer shall allow Lenovo or its agents to access, inspect and audit the Customer's records, accounts and other relevant information and premises during normal business hours on Business Days and subject to a minimum of five (5) Business Days' notice and not more than two times in any rolling 12 month period, to the extent that is reasonably required for the purpose of verifying Customer's use and consumption levels in order to ensure that the correct amounts are charged to the Customer. Lenovo shall bear its own costs in connection with the audit or inspection provided however that if any such audit or inspection identifies any underpayments by the audited Party that are the fault of the audited Party then in addition to paying the full amount of such underpayment the audited Party shall reimburse the other Party for all reasonable costs and expenses incurred in connection with the audit or inspection. If such audit reveals an overpayment by the audited party, the auditing party shall refund any such overpayment.
- 4.7 Customer shall be responsible for the accuracy of any representation it made as part of the due diligence pricing process and on which the pricing assumptions are based. In the event of any material deviation from such assumptions, Lenovo may equitably adjust the applicable Fees and the Services, to be consistent with the intent of each of Lenovo and Customer.

5 Reporting

- 5.1 Service level reports related to the Services will be included within the regular reports as detailed in the Framework Agreement.

6 Service delivery

M365 Cloud Services are delivered by Lenovo and several specialist Partners. Lenovo retains responsibility for managing the delivery of the services and for subscription, billing, reporting and escalations. Management of the delivery of the Services will be performed by Lenovo's Software Support team.

- 6.1 Lenovo will employ the Lenovo Advanced Services Software Support team to manage the logging, prioritisation and resolution of all Incidents and Requests.
- 6.2 The Software Support team provides 24x7 support in English as part of the M365 Cloud Managed Support Service
- 6.3 The Software Support team as described in the Lenovo Services Agreement is the single point of contact for all Service-related faults and requests for all Users.

- 6.4 Lenovo provides multiple methods for the creation of tickets on the Lenovo Ticket Management system. These are:
- (1) Online Portal
 - (2) Telephone
 - (3) Email
- 6.5 The Software Support team will analyse the Incident or Request with the User and where possible resolve the Users request. Where more advanced skills or specialist tools are required, the Software Support team will engage Lenovo's Level 2 M365 Advanced Services specialists who will resolve the Users request or incident.
- 6.6 Where necessary, the Level 2 specialist will engage with Microsoft to provide Level 3 support for incidents related to the Microsoft Service
- 6.7 The Software Support team retains ownership of all Incidents or Requests and remains the User's point of contact.
- 6.8 The Customer will be informed when Incidents and Requests are considered to be resolved by the Software Support team.
- 6.9 Software Support team to ensure that all Incidents are completed. Incidents will not be left open to see if they reoccur.

7 Customer Obligations

- 7.1 Customer shall be solely responsible, at its own expense, for establishing, maintaining, and operating Customer's equipment, environment, and connection to the internet (the speed of which may have a significant impact on the responsiveness of any Services), including all computer hardware and software, properly configured web browsers, modems, and access lines.
- 7.2 Where the M365 subscription is purchased from a Third Party, the Customer will be required to approve the dual reseller of the Microsoft Tenant to Lenovo for Lenovo to be able to deliver the Services.
- 7.3 Customer acknowledges and agrees that without prompt and adequate cooperation, Lenovo may not be able to perform the Services or, if performed, the Service may be materially altered, or any milestones delayed. Accordingly, Customer will promptly and reasonably provide Lenovo with all cooperation necessary for Lenovo or its subcontractors, to perform the Services. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Lenovo will not be responsible for any commensurate failure to perform the Service and Customer will not be entitled to a refund.
- 7.4 Customer shall provide Lenovo with access to required data for the performance of the Services. If Lenovo is required to process any Personal Data (as defined in the Data Processing Addendum attached ("DPA")) of Customer, or Lenovo's Privacy Statement, Customer shall ensure it has the legal right to do so in accordance with the DPA, including by obtaining Data Subject's consent, and carrying out appropriate Data Protection Impact or Legitimate Interest Assessments as applicable. Where Lenovo's processing of such Personal Data triggers an international transfer of Data under GDPR (for example where Customer's personnel or subcontractors are based outside the European Economic Area), Customer shall ensure Lenovo has the right to transfer such Personal Data.
- 7.5 Customer will complete a backup of all existing data, software, and programs on all affected systems prior to and during the delivery of any Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. Lenovo will not be responsible for the restoration or reinstallation of any programs or data. Customer must backup its data before Lenovo performs any remedial, upgrade, or other work on Customer's systems. If applicable law prohibits exclusion of liability for lost data, then Lenovo will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.
- 7.6 These Services may require Lenovo to access hardware or software that is not manufactured or sold by Lenovo. Some manufacturers' warranties may become void if Lenovo or anyone else other than the

manufacturer works on the hardware or software. Customer will ensure that Lenovo's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Lenovo does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

8 Data processing

- (1) Parties acknowledge that the privacy provisions in the Framework Agreement apply to the processing of Personal Information under this Attachment and any Cloud Solution Services SOW.
- (2) Customer retains ownership of Customer Data processed under this Attachment.
- (3) Customer must ensure, and will have sole responsibility for ensuring, that:
 - (a) Customer provides Lenovo with access to the minimum Personal Information necessary for Lenovo to deliver the Cloud Solution Services.
 - (b) Customer provides Lenovo with the minimum access to its systems required for Lenovo to deliver the Cloud Solution Services.
 - (c) appropriate technical and organizational security measures are maintained to protect Personal Information processed under this Cloud Solution Services SOW.
- (4) Lenovo is not responsible for Third Party products and services nor for data processing a Third Party carries out in relation to its products and services.

9 Limitation of liability

The maximum cumulative liability of Lenovo under this Attachment will be the total amount Customer has paid under the relevant Cloud Solution Services SOW at the time the claim arises.

10 Term and Termination

- 10.1 Either party may terminate a Service delivered under this Attachment by providing the other with sixty days' notice in writing, or, immediately after providing writing notice to the other party of its material breach of the Attachment and that party failing to rectify such breach within 14 days.
- 10.2 Following termination of any of the Services, on request Lenovo shall deliver to the Customer all its Customer Data or may destroy or, if the Customer requests in writing, arrange for the destruction of such Customer Data (subject to applicable data protection laws). Lenovo shall deliver the Customer Data (in a format and on the media reasonably agreed between the parties) or dispose of such Customer Data in a manner agreed in writing with the Customer providing the Customer reasonable information as to the process of such destruction. Any delivery or destruction of Customer Data shall only be made provided that the Customer has given Lenovo adequate notice of its instruction and has at that time, paid all Charges outstanding at and resulting from termination (whether due at the date of termination). The Customer shall pay all reasonable expenses incurred by Lenovo in returning or disposing of Customer Data.

Upon termination, Lenovo will not be required to refund the subscription fees already paid by the Customer.

APPENDIX 1

M365 MANAGED BACKUP STATEMENT OF WORK

1. Summary of M365 Managed Backup

- a. As a component of Lenovo's M365 Cloud Managed Services suite, M365 Managed Backup (the "Service") provides extensive remote back up for Microsoft 365 Business Basic, Microsoft 365 Business Standard, Microsoft 365 Apps for Business, Microsoft 365 Business Premium, Microsoft 365 Apps for Enterprise, Microsoft 365 E3, Microsoft 365 E5:
 - i. The service sold and supported by Lenovo and is supported by our Software Support team.
 - ii. The service provides full restore of sites, subsites, lists, mailboxes, OneDrive for Business accounts, Office 365 Groups, in addition to point-in-time restore of mailboxes and OneDrive for Business accounts.
 - iii. The service is secured using industry leading 256-bit encryption at rest and 128-bit in transit.
 - iv. Lenovo Software Support team will onboard the Customer and assist the Customer in providing the information required to implement the backup in accordance with the Customers requirements.
 - v. While the service is designed to allow the user to perform tasks independently, Lenovo can provide assistance to end users to restore User level (mailboxes, OneDrive) and Organizational level (SharePoint, Teams) data.
- b. Helping leverage the backup capabilities of the Microsoft 365 platform, Lenovo's M365 Managed Cloud Back up complements existing service and support resources.

2. Scope

- a. The M365 Managed Backup delivers the following:
 - i. On-boarding
 1. As part of the on-boarding process, the Customer will be directed to the Lenovo Customer portal where they will be asked to complete a form that captures the basic information required to allow Lenovo to deliver the service. Upon receipt of the completed form, Lenovo will provide the Customer with additional information regarding the Services being provided and how they access the service.
 - ii. Service Delivery
 1. M365 Managed Back up delivers back up for:
 - a. Exchange online:
 - i. Email, calendar
 - ii. Contacts
 - iii. Tasks, Notes, Journal
 - iv. Public folders.
 - b. SharePoint for Business:
 - i. Classic Team Sites
 - ii. Subsites
 - iii. Lists
 - iv. Files and versions.

- c. OneDrive for Business:
 - i. Full account
 - ii. Folders
 - iii. Files and versions.
 - d. Microsoft Teams & Microsoft 365 Groups:
 - i. Conversations
 - ii. Calendar
 - iii. Files and versions
 - iv. Notebook
 - v. Modern Team Sites.
2. Capabilities available to the Customer directly (without the need for Lenovo assistance) include:
- a. Discovery of current Office 365 data available for backup. (Exchange Online mailboxes and public folders, SharePoint Online sites, OneDrive for Business accounts)
 - b. Customer selection of configuration options:
 - i. Selecting specific data to backup or remove from backup.
 - ii. Data to backup
 - iii. Retention period
 - iv. How to handle new users, sites, or accounts
 - c. Frequent daily backups - up to 6 daily backups, minimizing time from last backup to data loss.
 - d. Rapid search – find lost data in seconds – providing robust browse and search capabilities.
 - e. One-Click, Flexible Restore – allowing bulk and granular cross mailbox. Point in time. Allowing restoration of individual emails, files or folders, or entire mailboxes, calendars, or contacts (Permissions are respected with no file overwrites)
 - f. Unlimited backup – up to 6 automated daily backups. No storage limits. Unlimited or custom retention.
3. Management facilities available to the Customer include:
- a. Cloud Backup Dashboard that allows the Customer to:
 - i. View and monitor the subscription.
 - ii. Make configuration changes as needed.
 - iii. Address alerts, e.g., when credentials need to be updated or a mailbox is no longer accessible.

2 **Assistance**

Lenovo's Software Support team incorporates the expert resources along with the tools and processes (ITIL) to assist the Customer should they require help in using the M365 Managed Backup service.

Lenovo Software Support Analysts provide the skills required to assist the Customer with:

- (a) Backup Request - Exchange
- (b) Backup Request - ODB
- (c) Backup Request - Teams & Groups

- (d) Backup Request - SharePoint
- (e) Backup (Default) Policy - Create
- (f) Backup (Default) Policy - Delete
- (g) Backup (Default) Policy - Modify
- (h) Restore Request - Exchange
- (i) Restore Request - ODB
- (j) Restore Request - Teams & Groups
- (k) Restore Request – SharePoint

3 Data processing

- a.** Customer must ensure, and will have sole responsibility for ensuring, that:
 - i. No Customer Data or Personal Information (other than Customer employee name, email address and phone number) is provided to Lenovo during migration planning.
 - ii. Customer Data (including any Personal Information contained in the Customer Data) that will be processed under this Attachment is encrypted prior to Lenovo carrying out the Cloud Solution Services.
 - iii. Personal Information that will be processed under this Attachment is anonymized where such anonymization does not interfere with Lenovo's delivery of the Services.
- b.** Lenovo is not responsible for Personal Information or Customer Data made accessible to it in contravention of this section and section 9 of the Attachment.