

LENOVO CLOUD SOLUTION PROFESSIONAL SERVICES ATTACHMENT

This Lenovo Cloud Solution Professional 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 provided to Lenovo.

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

2. Cloud Solution Services Scope of Work.

- a. A Cloud Solution Services Scope of Work ('Cloud Solution Services SOW) means a Transaction Document governed by this Attachment which sets out the scope of Cloud Solution Services Lenovo will provide to Customer.
- b. Customer may place one or more Orders, subject to acceptance by Lenovo, for any of the Cloud Solution Services described in any Cloud Solution Services SOW.
- c. Anything not listed in a Cloud Solution Services SOW is out of scope. Changes to scope can be addressed through the assigned Lenovo project manager prior to the project initiation or during the project using the Change Process.
- d. The Cloud Solution Services do not include the purchase or procurement of any licenses for Third Party software, such licenses may be purchased separately from Lenovo or from a Third Party.
- e. Cloud Solution Services delivered under this Attachment will be delivered by a Lenovo delivery partner. Lenovo is liable for the delivery partner's compliance with this Attachment and the Cloud Solution Services SOW.

3. **Remote delivery.** All Cloud Solution Services subject to this Attachment will be performed remotely by Lenovo. Travel and travel related expenses will be out of scope of Cloud Solution Services.

4. **Prices and Payment.** Fees for Cloud Solution Services will be invoiced upon Customer's acceptance of the Cloud Solution Services as set out in clause 9 of this Attachment.

- a. Pricing is based upon timing associated with each Cloud Solution Service and is assumed to have a variance of a maximum of 5% over the term of a project. Additional time on task will be billed at the time and materials rates agreed.
- b. The cost of Customer-initiated delays will be notified to Customer's point of contact and billed on the next invoice.

5. **Customer's Responsibilities.** In addition to the Customer responsibilities set out in the Framework Agreement, Customer will cooperate with Lenovo to enable the delivery of the Cloud Solution Services. Customer must provide:

- a. **Single Point of Contact.** Assign a customer single point of contact to support the execution and completion of Cloud Solution Services delivered under this Attachment. Customer's single point of contact will: (i) lead and manage the Customer personnel to support the project and implement any change subject to the change management process; (ii) ensure Lenovo has the necessary access equipment, and other resources required to deliver the Cloud Solution Services; and (iii) act as the Customer representative responsible for resolution and/or escalation of delivery or Cloud

Solution Services related issues, and (iv) provide information to enable delivery of the Cloud Solution Services as required. The Customer and required stakeholders will attend the kick-off call with the Lenovo project manager and provide a start date, duration, and any relevant project documentation (v) Customer shall be solely responsible, at its own expense, for establishing, maintaining, and operating Customer's secure environment and connection to the internet (the speed of which may have a significant impact on the delivery of Cloud Solution Services.

- b. **Customer Personnel.** Assign an appropriate number of suitably skilled Customer personnel to work with Lenovo during the delivery of the Cloud Solution Services. Customer will (i) ensure that such personnel will assist and cooperate with Lenovo consistent with the obligations described in this Attachment and the Cloud Solution Services SOW; (ii) obtain access to all software, hardware and other equipment required to run the Cloud Solution; (iii) promptly notify Lenovo in writing of any delays impacting the delivery of the Cloud Solution Services and the cause of such delays ; (v) be responsible for remediating any issues with its infrastructure, including ensuring software versions are up to date performing a backup of its environment.
- c. **License Grant and access to Cloud Solution.** Customer grants to Lenovo all licenses necessary for Lenovo to deliver the Cloud Solution Services, including but not limited to a license to proprietary and third-party software, hardware, systems, the data located thereon and all hardware and software components. This will include access at the appropriate level of user rights and privileges required which may be Global Admin level or Domain Admin level.–If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Lenovo to perform these Cloud Solution Services. Customer is responsible for maintaining, upgrading, and replacing the Customer software as necessary for Lenovo to deliver the Services unless this is included in the services provided by Lenovo under the Statement of Work. If because of Customer failure (non-payment, non-maintenance of license or access revocation) Lenovo does not have access to the applicable third-party tenant needed to provide the Cloud Solution Service, Lenovo shall not be obligated to deliver the Cloud Solution Services.

6. Lenovo Responsibilities

- a. Maintain an active subscription to relevant Third-Party software.
- b. Lenovo will assign suitably skilled personnel to deliver the Cloud Solution Services and will ensure best practice is followed according to industry recognised methodologies. Lenovo is responsible for ensuring; (i) appropriate quantity and quality of engineers are available for the project; (ii) the assigned engineers communicate with Customer promptly.
- c. Provide a project manager to hold a phone-based project kick-off to ensure the Cloud Solution Services are agreed between the parties and including the scope of work, the project commencement date, duration, Customer contacts, engineer escalation points, each party's respective responsibilities prior to engagement of the Lenovo engineers.
- d. The project manager will be available to Customers during Lenovo's local business hours. As needed, they will assist with any issue escalations on behalf of Customer. They will also provide an update on the status of a customer's escalated case and maintain a plan of action.
- e. The Cloud Solution Services will be delivered in several milestones (also referred to as groupings) as listed in the Cloud Solution Service SOW. Upon completion of the Cloud Solution Services the Customer must provide Lenovo with written notification of its acceptance of all deliverables. Acceptance may not be unreasonably conditioned, withheld or delayed.

7. Data processing

- a. 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.
- b. Customer retains ownership of Customer Data processed under this Cloud Solution Services SOW.
- c. Customer must ensure, and will have sole responsibility for ensuring, that:
 - i. Customer Data (including any Personal Information contained in the Customer Data) that will be processed under the Cloud Solution Services SOW is encrypted prior to Lenovo carrying out the Cloud Solution Services.
 - ii. Customer provides Lenovo with access to the minimum Personal Information necessary for Lenovo to deliver the Cloud Solution Services.
 - iii. Customer provides Lenovo with the minimum access to its systems required for Lenovo to deliver the Cloud Solution Services.
 - iv. appropriate technical and organizational security measures are maintained to protect Personal Information processed under this Cloud Solution Services SOW.
- d. 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.

8. Limitation of liability

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

9. General Terms

- a. Lenovo will not be responsible for any loss of Customer data during this project.
- b. All project communications and documentation will be in English. The Customer will provide local language interpreters and translations.
- c. The hours of any Cloud Solution Services under this Attachment will be 8:30-5:30 local business hours Monday to Friday excluding public and nationally observed holidays.

10. Change Process. Any change to an agreed Cloud Solution Service SOW must be requested pursuant to the "Change Process" section in the Cloud Solution Service SOW.

11. Customer acceptance

- a. Within five (5) Business Days of the date Lenovo provides Customer with written notice of completion of the Cloud Solution Service and each deliverable, if applicable, Customer must:
 - i. Sign, date and return a Customer Acceptance Form ("CAF"); or
 - ii. Reject the Cloud Solution Services or deliverable, as applicable, by notifying Lenovo in writing if the Cloud Solution Services have failed to perform substantially in accordance with any specification set out in a Cloud Solution Services SOW. Customer shall provide to Lenovo a detailed list of reasons for such rejection and Lenovo shall use reasonable endeavours to remedy such material defects by reperforming such Services in accordance with the Cloud Solution Services SOW. The provisions of this Paragraph 9 shall apply to any repeated completed Services.
- b. If Customer has not notified Lenovo in accordance with Paragraph 9(a), or uses (or partially uses) the Services, then those Services shall be deemed accepted.

Cloud Solution Services Statement of Work

M365 Migration

This Cloud Solution Services Scope of Work ('Cloud Solution Services SOW') is governed by and incorporated into the Lenovo Cloud Solution Professional Services Attachment and is a Transaction Document as defined in the Framework Agreement.

Capitalized terms used but not defined in this Cloud Solution Services SOW have the meanings given in the Framework Agreement and Lenovo Cloud Solution Services Attachment.

CLOUD SOLUTION SERVICE DESCRIPTION

Lenovo will perform migrations from the source environments as listed below to Customer's Microsoft365 tenant:

- On-Prem Exchange
- M365 Tenant-to-Tenant migrations
- Google Workspace
- 3rd Party Hosted Providers
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PRICING MODEL

This service is sold within a tiered pricing model for the 3 different types of migration service. Thirty (30) or fewer seat migrations are package-based price offering for the M365 migration services. For migrations involving >30 seats the pricing is on a per seat basis offered under different tiers.

Additional seats purchased during the migration.

Depending on the number of seats to be migrated (above 30) a different part number is used and the number of seats within that tier ordered. If the Customer subsequently finds that they need to order additional seats during the migration, the order can be placed as a new order for the number of seats required at the same tiered price as the original order.

Additional seats post-migration

Any additional seats purchased after the initial migration has been completed will be treated as a new order and a separate order placed for the new number of seats at that tier cost.

M365 MIGRATION TYPES

The service is available as:

- Standard Migration Service
- Advanced Migration Service
- Professional Migration service

SCOPE OF SERVICES

Depending on the Box or number of seats ordered and the service type, the service will deliver the features stated in the tables below.

Standard Migration Service

Scope Elements	<=10 Users Box	11-20 Users Box	21-30 Users Box	31-50 Users	51-75 Users	76-100 Users	101- 150 Users	151- 250 Users	251- 500 Users	501- 1000 Users	1001- 2499 Users
Discover/ Assessment/ Initial Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mailbox Migration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

DL Migration (Max DL's)	Up to 5 DL's	Up to 10 DL's	Up to 15 DL's	Up to 25 DL's	Up to 40 DL's	Up to 50 DL's	Up to 50 DL's	Up to 70 DL's	Up to 100 DL's	Up to 125 DL's	Up to 150 DL's
Security Configuration (DKIM/DMARC, SPF, MFA etc.)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Public Folder Migration (Max GB's)	Up to 25 GB's	Up to 25 GB's	Up to 25 GB's	Up to 50 GB's	Up to 50 GB's	Up to 50 GB's	Up to 75 GB's	Up to 75 GB's	Up to 75 GB's	Up to 100 GB's	Up to 100 GB's
OneDrive Migration	X	X	X	X	X	X	X	X	X	X	X
SharePoint Setup & Migration (SharePoint Sites)	X	X	X	X	X	X	X	X	X	X	X
Teams Setup & Migration (Teams Sites)	X	X	X	X	X	X	X	X	X	X	X
SLA /Time to Complete (Business Days)	7	7	10	14	18	18	24	36	60	75	100

Advanced Migration Service

Scope Elements	<=10 Users Box	11-20 Users Box	21-30 Users Box	31-50 Users	51-75 Users	76-100 Users	101-150 Users	151-250 Users	251-500 Users	501-1000 Users	1001-2499 Users
Discover/ Assessment/ Initial Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mailbox Migration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
DL Migration (Max DL's)	Up to 5 DL's	Up to 10 DL's	Up to 15 DL's	Up to 25 DL's	Up to 40 DL's	Up to 50 DL's	Up to 50 DL's	Up to 70 DL's	Up to 100 DL's	Up to 125 DL's	Up to 150 DL's
Security Configuration (DKIM/DMARC, SPF, MFA etc.)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Public Folder Migration (Max GB's)	Up to 25 GB's	Up to 25 GB's	Up to 25 GB's	Up to 50 GB's	Up to 50 GB's	Up to 50 GB's	Up to 75 GB's	Up to 75 GB's	Up to 75 GB's	Up to 100 GB's	Up to 100 GB's
OneDrive Migration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SharePoint Setup & Migration (SharePoint Sites)	X	X	X	X	X	X	X	X	X	X	X
Teams Setup & Migration (Teams Sites)	X	X	X	X	X	X	X	X	X	X	X
SLA /Time to Complete (Business Days)	7	7	10	14	18	18	24	36	60	75	110

Professional Migration Service

Scope Elements	<=10 Users Box	11-20 Users Box	21-30 Users Box	31-50 Users	51-75 Users	76-100 Users	101-150 Users	151-250 Users	251-500 Users	501-1000 Users	1001-2499 Users
Discover/ Assessment/ Initial Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mailbox Migration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
DL Migration (Max DL's)	Up to 5 DL's	Up to 10 DL's	Up to 15 DL's	Up to 25 DL's	Up to 40 DL's	Up to 50 DL's	Up to 50 DL's	Up to 70 DL's	Up to 100 DL's	Up to 125 DL's	Up to 150 DL's
Security Configuration (DKIM/DMARC, SPF, MFA etc.)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Public Folder Migration (Max GB's)	Up to 25 GB's	Up to 25 GB's	Up to 25 GB's	Up to 50 GB's	Up to 50 GB's	Up to 50 GB's	Up to 75 GB's	Up to 75 GB's	Up to 75 GB's	Up to 100 GB's	Up to 100 GB's
OneDrive Migration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SharePoint Setup & Migration (SharePoint Sites)	Up to 1 Site & 50 GB Data	Up to 2 Sites & 100 GB Data	Up to 3 Sites & 150 GB Data	Up to 5 Sites & 200 GB Data	Up to 7 Sites & 400 GB Data	Up to 10 Sites & 500 GB Data	Up to 10 Sites & 500 GB Data	Up to 12 Sites & 750 GB Data	Up to 12 Sites & 750 GB Data	Up to 15 Sites & 1 TB Data	Up to 15 Sites & 1 TB Data
Teams Setup & Migration (Teams Sites)	Up to 1 Site & 50 GB Data	Up to 2 Sites & 100 GB Data	Up to 3 Sites & 150 GB Data	Up to 5 Sites & 200 GB Data	Up to 7 Sites & 400 GB Data	Up to 10 Sites & 500 GB Data	Up to 10 Sites & 500 GB Data	Up to 12 Sites & 750 GB Data	Up to 12 Sites & 750 GB Data	Up to 15 Sites & 1 TB Data	Up to 15 Sites & 1 TB Data
SLA /Time To Complete (Business Days)	12	12	15	20	22	22	30	42	70	90	120

Note: The SLA /Time to Complete mentioned in the above grids is dependent on availability of access/information & fulfilment of all requirements outlined in "Prerequisites"

PREREQUISITES

- Lenovo Customer must have a destination M365 tenant with the appropriate M365 CSP subscriptions and licenses.
- Lenovo Customer must be able to provide Global Admin level (or equivalent) access credentials to the source and destination environments.
- Lenovo Customer must provide remote access to the on-premises environment (Domain Controllers/ Exchange Servers/File Servers/SharePoint Servers/AD Connect Servers etc.)
- Lenovo Customer must be able to provide a domain joined server for Azure AD Connect
- For more information related to Azure AD Connect pre-requisites, please refer <https://learn.microsoft.com/en-us/azure/active-directory/hybrid/how-to-connect-install-prerequisites>
- Additional requirements or prerequisites may be identified during the assessment/discovery phase of the migration.

CUSTOMER RESPONSIBILITIES

- Identify in advance any holidays or non-workdays that may impact the project.
- Ensure all "Prerequisites" above are met before the project is started.
- Share current & up-to-date architectural information with Lenovo.
- Share delegated access to existing source environment with Lenovo.
- Ensure the existing source environment is fully functional & live.
- Provide all appropriate Microsoft software, access & licensing to the Lenovo resources.
- Provide VPN and Remote access to the support team if requested.

- Provide hands and eye coordination in event any actions are needed onsite.
- Place orders with Lenovo for any additional Migration Assistance (T&M blocks) identified during the migration as necessary to address “Out of Scope” issues that are required to address to perform the migration.

PRIVACY

- Customer will only provide Lenovo with the following Personal Information: Customer employee names and email addresses and will not provide Lenovo access to any other Personal Information under this Cloud Solution Services SOW.
- Customer will ensure that Lenovo does not have access to unencrypted Customer Data (including any Personal Information contained in the Customer Data).

GENERAL TERMS

- Anything out of scope that goes over & beyond the entitlement of the Service will be managed according to the Change Management process.
- Customer team will provide accurate architectural documentation as requested by Lenovo team.
- All work will be done remotely.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by Lenovo.
- Mentorship services will not be provided under this SOW.
- Customer will provide hands and eye coordination in event any actions are needed onsite.
- Each project will be prepared based on several assumptions and inputs provided by Lenovo Customers; however, any deviation or change in documented scope will go through change management process set forth below.

PROJECT DELIVERY

Lenovo will deliver this Scope of work using a standard 4-Phase approach:

Initiate Phase

Kick-off Meeting – This meeting includes Lenovo Customer and Lenovo and occurs remotely via phone and/or other collaboration tools. During this meeting, the project will be reviewed and established. This may include, but is not limited to:

- Logistics management, blackout dates, etc.
- Identification of project team members and the definition of their corresponding roles, responsibilities, and expectations
- Draft schedule, task plan and and/or work breakdown structure
- Communications plan

Plan Phase

The following tasks will be completed in Planning meeting.

- After the kick-off meeting, Lenovo holds a planning meeting with Lenovo Customer to discuss the technical aspects of the configuration for the project.
- At the end of this meeting, Lenovo will have gathered enough information to baseline the plan in terms of tasks, task owners and task due dates to complete the work in this SOW.
- Lenovo will send completed draft plan to Lenovo Customer for acceptance. Execute Phase cannot begin until Lenovo Customer provides acceptance.

Execute Phase

Once the plan has been agreed to and accepted by Lenovo Customer, the Lenovo team will execute in accordance with the plan that was developed. The high-level flow of the delivery will be as follows:

Step 1	Pre-Requisite Check
Step 2	Environment Discovery and Assessment
Step 3	Azure AD Connect Setup (<i>if applicable</i>)
Step 4	Migration Tool Setup
Step 5	M365 Destination Tenant Setup
Step 6	Pilot Migration
Step 7	Pilot UAT
Step 8	Production Migration

Step 9	Production UAT
Step 10	Cutover
Step 11	Final UAT
Step 12	Project Closure

Close Phase

Upon conclusion of the Execution Phase of the project, the following tasks will be completed.

- Sign off by Lenovo Customer and Lenovo that all project Deliverables listed in section 3 have been delivered.

OUT OF SCOPE

Activities that are not described as being within the Scope of Services within this Attachment 3 shall be managed under the Change Management process described in Section 12.0 of this Attachment ("Change Management"). Anything not stated explicitly in scope of services section is considered out of scope.

PROJECT MANAGEMENT

Lenovo will provide their own Project Management for this engagement. Lenovo PM will, as required, create the structure / approach, manage the project communications, and will oversee the delivery of this Scope of Work's goals and objectives. This includes the administration of primary Project Control documents that may be needed such as:

- Project Schedule
- Action Item Tracking
- Host project meetings

CHANGE PROCESS

Incremental Scope Changes

During the event of a change in the scope, schedule, budget, or acceptance criteria for Customer-specific engagements, or other incremental changes that are necessary to complete the Services under this SOW, such changes will require the Customer to purchase Migration support (T&M block). The additional effort required will be quoted by the PM and the Customer will need to place the order before the migration can continue.

When such changes are required, Lenovo will provide the following information to Lenovo Customer:

1. Change Description
2. Reason for Change
3. Impact on Scope/Schedule/Budget/Acceptance Criteria
4. Number of Migration Assistance blocks that will be required.

Examples of Incremental Scope Changes include:

- Troubleshooting or break-fix of existing environment issues.
- User and desktop level support necessary to complete Services under this SOW.

Substantive and Core Scope Changes

For substantive and core changes in Customer-specific engagements that go beyond incremental changes necessary to complete Services under this SOW, such changes will be addressed via a separate statement of work.

Examples of Substantive Scope Changes include:

- Changes to firewall and networking
- Data Backup configuration or Restoration related activity
- Client or Server / Application end Backup.
- Any applications / OS setup media procurement
- Any product keys / licenses procurement
- Support for any Hardware related issues.
- Support for any third-party application related issues.
- Public DNS records changes
- Hardware and software procurement.
- Any desktop side work
- Any third-party integration and configuration
- Hardware Sizing, Capacity planning, Disaster Recovery, and network review/optimization.
- Installation/Uninstallation of the 3rd party tool from the servers/environment.

- Independent performance testing
- Reverse engineering of any binaries or undocumented artifacts
- Recommendations on correct usage of third-party products, tools, controls, and libraries.
- Achieve a desired performance of the application and commercial justification as an outcome of this exercise. Any support on any third-party products, even if they get integrated with Microsoft products listed in scope.
- Application dependency mapping and application security assessments
- Code changes or refactoring, bug fixes or enhancements to existing applications
- Improving, or in any way addressing application performance issues
- Testing performance, functionality and UAT for third party applications
- 3rd party solutions related to Back-up and Disaster Recovery configurations.
- Applications monitoring and management.
- SMTP device end configuration (*Lenovo will only assist with O365 end of configuration*)
- On-site Support
- Support in non-English language
- Additional configuration and deployments
- Mentorship services

PROJECT NOTICE

Lenovo will require a that the migration order be placed in advance to allocate appropriate resources for any project.

- For Customer projects with fewer than 100 seats, ten (10) business days' notice will be required.
- For Customer projects with 100 or greater seats, fifteen (15) business days' notice will be required.