

LENOVO CLOUD SOLUTION PROFESSIONAL SERVICES ATTACHMENT

This Lenovo Cloud Solutions Professional Services Attachment ('the Attachment') and any Transaction Document referencing it is subject to and governed by the terms of a Framework Agreement entered into 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.

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 possible 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 as a result 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. 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.
- b. 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.
- c. 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.
- d. 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. Local language interpreters and translations will be provided by the Customer.
- 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; 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 an 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 Solutions Services Scope of Work

Windows 11 POC

This Cloud Solution Services Scope of Work ('Cloud Solution Services SOW') is governed by and incorporated into the Lenovo Cloud Solution 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.

1. CLOUD SOLUTION SERVICE DESCRIPTION

Lenovo will deliver Windows 11 Proof of Concept (POC) Cloud Solution Services. This Cloud Solution Service will entail the following milestones:

Milestone 1

- Infrastructure Assessment

Milestone 2

- Windows Servicing Strategy
- Windows 11 Deployment

2. PRICING MODEL

This is a Per Customer POC fixed scope & fixed price-based pricing model, based on separate pricing for each milestone. The pricing for the POC milestones is stated in the Services Catalog

Additional seats purchased during the Migration

No additional seats may be purchased

Additional seats post migration

No additional seats may be purchased

3. SCOPE OF SERVICES

Scope of Windows 11 POC & Entitlements

3.1 Milestone 1

Lenovo will assess Customer's infrastructure for Windows 11 deployment readiness on the existing Windows 10 endpoints. Lenovo will perform the infrastructure assessment in 3 different customer scenarios, which is based on primarily how the customer environment is setup & configured currently.

3.1.1 Scenario 1: Enroll Intune Managed Devices into End Point Analytics

Dependencies: Customer must have Endpoint Analytics enabled in their environment.

<https://docs.microsoft.com/en-us/mem/analytics/enroll-intune>

Prerequisites: Customer environment must meet the following prerequisites:

- Windows 10 version 1903 or later
- The cumulative update from July 2021 or later installed
- Pro, Pro Education, Enterprise, or Education. Home and long-term servicing channel (LTSC) aren't supported.
- Windows devices must be Azure AD joined or hybrid Azure AD joined.
- Workplace joined or Azure AD registered devices aren't supported.
- The Connected User Experiences and Telemetry service on the device is running
- Devices enrolled in Endpoint analytics need a valid license for the use of Microsoft Endpoint Manager.
- Lenovo will require Intune Service Administrator role to gather the information via Intune

3.1.2 Scenario 2: Enroll Configuration Managed Devices in Endpoint Analytics

Dependencies: Customer must have Endpoint Analytics enabled in their environment & Customer has Co-management or Tenant Attach enabled.

<https://docs.microsoft.com/en-us/mem/analytics/enroll-configmgr>

Prerequisites: Customer environment must meet the following prerequisites:

- A minimum of Configuration Manager version 2002 with KB4560496 - Update rollup for Microsoft Endpoint Configuration Manager version 2002 or later
- The Configuration Manager clients upgraded to version 2002 (including KB4560496) or later
- Microsoft Endpoint Manager tenant attach enabled.
- Devices enrolled in Endpoint analytics need a valid license for the use of Microsoft Endpoint Manager
- Lenovo will require Intune Service Administrator role to gather the information via Intune

3.1.3 Scenario 3: Run Hardware Readiness Scripts

Dependencies: Requires script deployment capability within the customer environment, some form of MDM (Microsoft Endpoint Manager) capable of deploying a PowerShell script and reporting back the results.

<https://techcommunity.microsoft.com/t5/microsoft-endpoint-manager-blog/understanding-readiness-for-windows-11-with-microsoft-endpoint/ba-p/2770866>

Prerequisites: Customer environment must meet the following prerequisites:

- Customer must have MDM capabilities in their IT environment to deploy/push a PowerShell script to multiple machines & report the results of the script back to the system.

3.2 Collate Results & Analyze

All 3 scenarios listed above will allow Lenovo to collate & analyze the results captured from the infrastructure assessment, this phase will include the following steps,

- Prepare Bare Analysis Report
 - o Basis is the information captured during the analysis & post reviewing the endpoint analytics dashboard & results, Lenovo will draft and publish a bare analysis report for the customer environment for their readiness for Windows 11 deployment.
- Present Milestone Material to Microsoft
 - o Basis the bare analysis report, Lenovo will create & plot milestone material to Microsoft.
- Present Finalized Report to Customer
 - o Post review with Microsoft, Lenovo will present the finalized report to customer regarding their readiness for Windows 11 & will highlight any existing gaps & recommended remediations.

3.3 Milestone 2

The second milestone is more focused on the post assessment activities, wherein the initial assessment of the environment is completed & basis the results & presentation, the customer has agreed to move forward with the actual POC.

Dependency: The primary dependency of this Milestone is that customer must have Microsoft Intune in production with healthy Azure Active Directory and Windows MDM configuration in use.

Within this milestone Lenovo will perform the following activities.

3.3.1 Windows Servicing Strategy

Lenovo will plan & design Windows 11 servicing plan in Microsoft Intune, which is inclusive of,

- Planning and designing up to 6 policies for Windows Update for Business to manage GA Channel Windows feature updates
- Planning and designing up to 3 policies for Win Update for Business to manage GA Channel Windows quality updates
- Implementation of Windows 11 features and quality update management with Windows Update for Business in production (Optional & to be implemented by customer)
 - o Basis customer business approval, as their internal team will have to implement this.
- Present to customer in a workshop
 - o Lenovo will present the policies to the customer.

3.3.2 Windows 11 Deployment

Within this step Lenovo will deploy Windows 11 on the identified 50 machines as part of the POC deployment using Microsoft Intune post validating the procedures.

The deployment will happen in 3 batches of 5 Devices, 20 Devices & 25 Devices respectively.

Lenovo will also provide remote assist for initial batch of 5 devices only to address any issues post Windows 11 deployment.

As part of this step, Lenovo will also onboard the 50 devices in Endpoint Analytics post Windows 11 deployment.

Lenovo follows Microsoft best practices for Windows 11 deployment <https://support.microsoft.com/en-us/windows/getting-ready-for-the-windows-11-upgrade-eb50813f-c7da-4cf8-89a3-6ba0d33b2773>

3.4 Success Criteria of POC

Lenovo will conduct the POC with all Microsoft recommendations so the success criteria of the POC will be “Timely Completion of the POC Project”, given the fact that the end customer meets all the prerequisites required for the POC to be completed.

Lenovo will not be responsible for troubleshooting or remediating issues within the scope of POC, for any additional remediation help Lenovo can provide a separate Time & Material quote to the Customer.

Few examples of remediation scenarios not in scope are BSOD post boot, hardware or software errors, drivers related issues etc

4. PREREQUISITES

- Lenovo will identify the customers for POC & perform sales activities & presentations
- Customer must have fully functional Intune implementation in their environment along with healthy Azure Active Directory and Windows MDM configuration in use.
- Customer must meet all the scenario specific prerequisites listed in section 3.1.1, 3.1.2 & 3.1.3 based on the scenario that applies to them
- Lenovo will use defined templates for assessments, reports & presentations, which will be presented to the customer..
- Lenovo will allocate a Project Manager or Coordinator for each POC project, who will act as the local assist for the customer.
- The Customer will issue a valid purchase order (Nil Cost) or work authorization to Lenovo before initiating the POC

5. LENOVO'S CUSTOMER RESPONSIBILITIES

Identify in advance any holidays or non-workdays that may impact the project.

- Ensure all prerequisites mentioned in Section 4.0 “Prerequisites” above are met before the project is started
- Share current & up-to-date architectural information with Lenovo
- Share delegated access to existing environment with Lenovo
- Ensure the existing 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 T&M identified by Lenovo as necessary to address “Out of Scope” issues that Lenovo is required to address in order to perform the POC.

6. KEY ASSUMPTIONS

The key assumptions for Services under this SOW are:

- Anything out of scope that goes over & beyond the entitlement of the Service will be managed according to the Change Management process as discussed below in Section 11.0 (“Change Management”).
- 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.
- Remediation of issues is not part of the POC scope
- Production deployment of Windows 11 is not part of the POC scope
- Intune or Configuration Manager deployment or configuration is not part of the POC scope

7. 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 to 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:

- Milestone 1
 - Conduct Infrastructure Assessment
- Milestone 2
 - Setup Windows 11 Servicing Strategy
 - Deploy Windows 11 on identified POC machines
- Project Sign Off

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 have been delivered & achieved as per the success criteria
- Turn over to Lenovo Customer project documentation that was created.

8. OUT OF SCOPE

Activities that are not described as being within the Scope of Services within this document shall be managed under the Change Management process described in Section 10.0 of this document. Anything not stated explicitly in scope of services section is considered out of scope.

9. PROJECT MANAGEMENT

Lenovo will provide the 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
- Lessons Learned (upon request)

10. CHANGE MANAGEMENT

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 be solutioned via separate order for Migration Assistance services (purchasable in 2.0 -hour increments).

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

The Customer purchases the Migration Assistance hours from the cloud solutions store.

Incremental Scope Changes must be pre-approved by Lenovo (e.g., Lenovo provides notification to Lenovo Customer that Migration Assistance can be purchased by Lenovo Customer for the agreed changes).

Examples of Incremental Scope Changes include:

- Auto Pilot Enablement post Windows 11 POC completion
- Troubleshooting or break-fix issues in scope of POC
- Windows 11 Deployment Plan for Production Environment.
- Additional configuration and deployments

Substantive Scope Changes

For substantive changes in Customer-specific engagements that go beyond incremental changes necessary to complete Services under this SOW, the Lenovo Customer agrees that such changes will be addressed via separate, Customer-specific SOW.

Examples of Substantive Scope Changes include:

- Windows 11 Production Deployment
- Configuration Manager or Intune Deployment

- User Profile Data Migration
- 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
- Any Lenovo-end vendor coordination
- 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.
- On-site Support
- Support in non-English language
- Additional configuration and deployments
- Mentorship services

11. **PROJECT NOTICE**

Lenovo will require a WA (e.g., Purchase Order) in advance of every project execution & will require notice in advance to allocate appropriate resources for any project.

- For POC projects, ten (10) business days' notice will be provided.