

ProvisionNow Deployment

Remote for Small Business - Service Description

This Service Description Attachment shall be subject to the Lenovo Terms and Conditions available [here](#), unless Customer has an existing Framework Agreement with Lenovo, in which case this Service Description Attachment shall be subject to the Customer's Framework Agreement. This Service Description Attachment shall be considered a Transaction Document.

1. Service Overview

Lenovo ProvisionNow Deployment – Remote for Small Business (the “**Services**”) provides PC deployment services, for new Microsoft Windows based PCs, supporting individual users, in small businesses by:

- (i) delivering the setup of the Operating System, the installation of specified peripherals (such as agreed printers and monitors), updating the BIOS, Drivers and Firmware; and the installation of applications (apps); and
- (ii) migrating the apps and data, from the user's old PC, to the new (if required).

This Service is delivered remotely (it does not include Lenovo visiting the user or Customer's physical location) and requires collaboration with end-users during the deployment.

2. Requirement for User Collaboration

Customer acknowledges and agrees that given the Service is delivered remotely, the Service requires users to collaborate with Lenovo during the PC's deployment. Users will be asked to perform hands-on activities that can only be done by someone physically working on the PC. For example, Lenovo will require the user to get the new PC out of its box, connect it to power and, with Lenovo's guidance, the user will fill in details during Windows setup – after which Lenovo will be able to reach the PC via remote control.

Lenovo will not be liable for failure to perform the Services as a result of any failure by Customer's end users to collaborate with Lenovo and Customer will remain liable for the Charges for this Service in such circumstances.

3. Service Deliverables

Lenovo will deliver the configuration, deployment and migration activities set out below, provided that the user is able to assist with additional hands-on activity when required (such as to reboot a PC, or to log in) and grants Lenovo temporary authority to remote-control their old and new PCs.

Lenovo will:

- (i) Setup the following specified peripherals on the new PC:
 - a. 1 physical printer;
 - b. 2 networked printers, and
 - c. 3 additional agreed peripheral devices, such as monitors.
- (ii) Update the new PC with the latest BIOS / Firmware and Drivers and will demonstrate to the user how to perform such updates themselves, in future;
Deliver manual application installation of up to 5 applications such as anti-virus software, an Office Suite, a third-party browser, and two additional apps (subject to the exclusions set out in Section 11). User must have the software license codes at hand, where required.
- (iii) Perform automated application migration from the existing (old) PC to the new PC:
 - a. Apps that have not been manually installed, on the new PC, may be migrated provided that such applications are migratable by Lenovo's chosen migration software.
- (iv) Perform automated data migration from the user's old PC to the new PC, provided that:
 - a. the data on the old PC is on a storage device that is internal to that PC (i.e. not on externally attached device(s), such as USB (Universal Serial Bus) or Network Attached Storage); and

- b. there will be enough storage space on the user's new PC to accommodate the data that will need to be migrated.

Customer understands that migrations of user data, will be transferred in a peer-to-peer fashion (that is, directly from the user's Old PC to the New PC). Lenovo does not create any other copy of the user data during transit and the network traffic, supporting the data migration, remains localized on the user's local network.

4. Service Delivery

Customer acknowledges and agrees that Lenovo may deliver the Service, or aspects of the Service, via third party Delivery Partners/subcontractors. References in this Service Description to Lenovo shall be read to as references to any Delivery Partner and/or subcontractor engaged by Lenovo from time to time.

5. Pre-agreed Pricing

The Service operates at a pre-agreed price per PC deployment, as such, the scope is strictly limited to the deliverables that have been set out in this document.

The number of deployments is limited to the number of deployments that Customer orders, therefore, Customer needs to procure one deployment for each new PC that will be provided to an end-user.

The pricing includes Lenovo migrating the user's applications and data from the old PC to the new (if required/relevant), as per the constraints around application and data migration as outlined in this document.

6. Service Delivery Process

Appendix A to this Services Attachment outlines how the service will be delivered.

7. Fallback Option

This Service does not include any back-up or recovery services. Therefore, the end-user's old PC will serve as a fallback option for the new PC, in the unlikely event that a deployment or migration is unable to be completed. Customer must retain all old PCs until new PCs are fully ready for productive use and Lenovo will not be liable for any failure by the Customer or end users to do so.

8. Post-Deployment Support

For up to 5 days following completion of the deployment, users can contact deployment@lenovo.com in the event of any issues related to the deployment and Lenovo will provide remote assistance to attempt to resolve such issues.

9. Hours of Availability

This Service is available during regular office hours Monday through Friday, not including local or public holidays. In some cases, automated parts of this Service (for example, unattended data migration) may run 24 x 7, provided that the migration is started during regular office hours and Customer is able to provide power supply and remote access.

10. Customer Responsibilities

The Customer must fulfill the following responsibilities:

- (i) the user will make a deployment appointment for the Service when the new PC has been delivered;
- (ii) the user will not start the PC deployment before the deployment appointment;
- (iii) Customer or the user must ensure that peripherals that the user intends on connecting are fully functional when the Service starts;
- (iv) the user and the Customer allows Lenovo's chosen method of remote PC control;
- (v) the user's internet connection needs to be operational;

- (vi) the user needs to be present throughout the interactive deployment;
- (vii) the user will diligently and promptly comply with Lenovo's instructions and requests during the deployment;
- (viii) Customer must provide sufficient internet bandwidth required to perform the Services;
- (ix) the user will provide valid software license codes (where the installation of software apps may require them).
- (x) Where app migrations are required:
 - a. the user's old PC needs to be fully operational before the Service starts;
 - b. the user's old PC needs to have at least Microsoft Windows 10 (or later) installed.
- (xi) Where data migrations are needed, the same responsibilities as app migrations apply, in addition to the following:
 - a. the user's new PC needs to have the same / more storage capacity than the PC it replaces;
 - b. user must ensure that: both the old and new PCs remain connected to power and running without any interruption; the old and new PCs remain attached to the same network; the old and new PCs remain in the same physical location; and the user performs the final data synchronisation, using the Service's toolset, as instructed.
- (xii) The user must promptly report any issues that may require post migration support;

Should Customer or any user fail to perform the Customer responsibilities, Lenovo will not be obliged to provide any deliverables that are impacted by the Customer or user failure. For example, if an end-user PC that is to be migrated from is not functional, that migration will not be able to be completed. In such cases the omitted deliverables will be regarded as having been successfully delivered. Should Customer require a re-visit to complete any skipped deliverables, any such work will be charged for, by Lenovo, on a time and materials basis.

Should there be a general abandonment of user responsibilities, the service will be cancelled and regarded to have been delivered in full.

11. Out of Scope

The following activities are not included in the scope of this Service: [OOB]

- (i) remotely installing an operating system image (a company-specific version of Windows with pre-installed apps);
- (ii) repairing non-functional PCs prior to a migration taking place;
- (iii) repairing end-user deployments that have started and gone wrong before this Service was purchased;
- (iv) downwards migrating app migrations (such as from a Windows 11 to a Windows 10 PC);
- (v) using PC cloning software to transfer the existing PCs contents onto the new PC;
- (vi) transplanting internal hardware from the old PC to the new (or advising users on how to do so);
- (vii) installing peripheral equipment that does not conform to Plug and Play (PnP) specifications;
- (viii) installing specialised peripheral equipment such as medical equipment or point-of-sale solutions;
- (ix) installing specialised apps that are integrated with industry specific hardware, such as Medical equipment, Point of Sale solutions and Factory Automation;
- (x) assembling PCs (for example integrating a case, power supply, motherboard, processor or cooling system);
- (xi) capacity upgrades, even if required to accommodate data migrations;
- (xii) backup and recovery, in particular Lenovo shall not be held responsible for any data loss.

12. Service Order Lead Times

The Service requires a minimum of 2 working days between the time of the order and the first intended delivery timeslot.

13. Service-Specific Terms & Conditions

- (i) Lenovo shall not be liable for any loss of Customer or user productivity.

- (ii) Lenovo shall not be liable for any data loss or corruption and is not responsible for any data back-up.
- (iii) Software used by Lenovo to deliver this Service will be installed on the user PCs and may remain installed on such PCs after conclusion of the Services.
- (iv) Third-party software used to deliver the Services may be subject to separate terms and conditions, and licensing terms that Customer is required to comply with. Customer shall comply with such licensing terms and Lenovo shall have no liability for any third-party software. All rights and ownership in respect of third-party software remains with the software owner and its licensees.
- (v) Lenovo may not be able to provide remote Services to Customers with complex on-premise active directory domains or VPN connectivity. Lenovo will advise Customers if this is applicable and Customer shall be entitled to cancel its order for Services if the Services cannot be provided.

Appendix A

How it Works

1. **A link** is sent, via email, through which a user can setup a deployment appointment.
2. **Making an appointment:** Once a new PC has been delivered to an end-user by Customer, a direct appointment can be made, by the user, with a Lenovo Field Service Technician, for the deployment.
3. **Interactive deployment:** The service is collaborative and Lenovo shall:
 - Verbally guide and support the user while unboxing and connecting the PC;
 - Guide the user through the Windows setup;
 - Remotely install peripherals, updates and apps, while supported by the user;
 - Remotely set up the tool that delivers application /data migrations, scanning for apps and data, and then ask the user for input in terms of which apps and data folders need to be moved.

The typical duration of the interactive deployment is approximately 1h30m.

4. **Automated data migration:** Once the data migration has started, the Service runs autonomously, without further input or oversight by the Lenovo technician:
 - while data is being migrated, the end-user will be able to continue to use the old PC;
 - the user will be given instructions, and a demo, of how to synchronise any additional changes to data, that they might have made on the Old PC while the migration was running; and
 - when the migration process completes, the user can save their work, migrate their updated data to the new PC and then move to the new PC.

Typical duration of migration will depend upon the data volume and network bandwidth.

5. **End-user quality check:** The end user is the ultimate authority on whether their newly deployed PC is ready for use and, accordingly, needs to personally ensure that the PC is primed for productive use. If not, they are advised to carry on using their Old PC, and report the issue to Lenovo, so that it can be tended to as part of Post-Deployment Support (as outlined in Section 8).
6. **Automated QA Check:** Upon completion, the end user will receive a QA survey via email, to capture any feedback about the Service that they have received. All QA responses are for information only and will not impact of Customer's obligation to pay the Charges.