

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

WINDOWS 11 ASSESSMENT SERVICE

This Cloud Solution Services Statement of Work ('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 SOW have the meanings given in the Framework Agreement and Lenovo Cloud Solution Services Attachment.

The Windows 11 Assessment Service (Service') is sold separately to the Windows 11 Migration Service.

1.0 PRICING

The Windows 11 Assessment Service set out in this Cloud Solution Services SOW is sold as a SKU via a one-time bill to Customer and one-time payment to Lenovo. The Service cost is based on a per project basis.

2.0 SERVICE DELIVERY

Lenovo or a delivery partner will deliver the Service to the Customer. A delivery partner means an organization that has been vetted and authorized by Lenovo under the Lenovo Partner Program to deliver the Services. Lenovo is responsible for delivery partner's compliance with the Lenovo Cloud Solution Professional Services Attachment and this SOW. References in this SOW to 'Lenovo' include the delivery partner.

3.0 SERVICE DESCRIPTION

The Service includes the following milestones:

- ✓ Initiate
- ✓ Planning
- ✓ Assessment
- ✓ Delivery and Presentation of the Assessment
- ✓ Project Sign off (Completion of work document)

The Service allows Lenovo to establish the scale and scope of the required migration prior to Customer purchasing Windows 11 Migration Service or requesting a custom SOW. The Service is designed to establish if the client environments meet the prerequisites for Windows 11 Migration Service and to ascertain how many of their existing Machines are compatible with Windows 11 and can be migrated, or, alternatively, will need to be replaced in order to move to Windows 11. Lenovo will also collect information about the client's current hardware, software, and network infrastructure. The assessment will help determine the feasibility of upgrading to Windows 11 and identify potential issues that may arise during the Windows 11 Migration Service, allowing the Customer to decide if they need a Custom migration.

Milestone 1 - Initiate

Kick-off Meeting – This meeting includes Lenovo Customer and the Lenovo team and occurs remotely via phone and/or other collaboration tools. During this meeting, Service delivery will be reviewed and agreed by the partners. The kick-off meeting 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

Milestone 2 - Planning

After the kick-off meeting, Lenovo will hold a planning meeting with the Customer to discuss the technical aspects of the configuration for the project. At the end of this meeting, Lenovo will prepare a plan detailing task, task owners and task due dates required to deliver the Services. Lenovo will send completed the plan to the Customer for acceptance. Execute Phase cannot begin until Customer provides written acceptance.

Milestone 3 – Assessment

Once the plan has been accepted by the Customer, Lenovo will execute the assessment in accordance with the plan.

Milestone 4 - Delivery and Presentation of Assessment

Upon conclusion of the Assessment, Lenovo will deliver a detailed report and roadmap to the Customer during a presentation of the findings of the assessment.

Milestone 5 – Project Sign Off

After completion of the Delivery and Presentation Phase, the Customer will be asked to formally sign off the Services.

4.0. PREREQUISITES

For Lenovo to deliver the Service :

- Customer must have functional Intune implementation in their environment and a healthy and active Azure Active Directory and Windows MDM configuration.
- Customer must provide Lenovo with relevant access to on-prem resources and M365 environment to allow them to remotely perform the assessment activities.
- Customer will allocate a project manager or coordinator for the assessment, who will work with the Lenovo Team to facilitate and conduct the assessments.
- Lenovo will need at least 12 business days advance notice to initiate an assessment.
- The Customer must issue a valid purchase order to Lenovo before initiating the assessment.
- During the execution of the Service additional pre-requisites necessary to the delivery of the Service may arise which Customer must carry out in order to receive the Services.

5.0. CUSTOMER RESPONSIBILITIES

- ✓ Participation in all planning sessions.
- ✓ Sign off on milestones upon completion of each milestone.
- ✓ Ensure third party delays are recognized and accounted for.
- ✓ Ensure information provided is correct and current.
- ✓ Designate a contact person who is the focal point for all communication with Lenovo and has the authority to act on the Customers behalf in matters regarding this Service.
- ✓ Identify in advance any holidays or non-workdays that may impact the project.
- ✓ Ensure all prerequisites mentioned in Section 3.0 "Prerequisites" above are met before the project is started.
- ✓ Promptly share accurate & up-to-date 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 those members of the Lenovo project team who require it to deliver the Service.
- ✓ Provide VPN and remote access to the Lenovo support team if requested.
- ✓ Provide coordination in event any actions are needed onsite.
- ✓ Place orders with Lenovo for any additional time and material charges identified during the migration as necessary to address out of scope deliverables that Lenovo is required to address in order to perform the Windows 11 migration service.

6.0. KEY ASSUMPTIONS

- ✓ Anything not listed in section 3 of this SOW or that is listed in section 8 will be managed according to the Change Management process as discussed below in "Change Management" section.
- ✓ 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.
- ✓ Intune or Configuration Manager deployment or configuration is not part of the Service.

7.0 PROJECT MANAGEMENT

Lenovo will project manage the Service. The project manager will, as required, create the structure / approach, manage the project communications, and will oversee the delivery of this Services. This includes the administration of primary project control documents that may be needed such as:

- Project Schedule
- Action Item Tracking
- Host project meetings

8.0 OUT OF SCOPE

The Services have a fixed scope and fixed price and so no changes to the scope are possible. Anything not stated explicitly in section 3 is out of scope.

If the Customer requires any work not listed in section 3.0 to complete the Services, this SOW will be terminated and a separate quotation and Purchase Order for a custom assessment will be required. The Custom SOW will be developed in accordance with Lenovo's standard Custom SOW process.

Lenovo is not responsible for delays in the project schedule caused by delays in Customer providing Lenovo with approval for the out-of-scope work and the Purchase Order.

9.0 PROJECT NOTICE

Lenovo will require a Purchase Order in advance of every project execution & will require notice in advance to allocate appropriate resources for any project.