

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 SCOPE OF WORK

WINDOWS 11 MIGRATION SERVICE

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.

1. Pricing

The Windows 11 Migration 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. Windows 11 Migration Service costing is based on "Per windows machine" basis.

Lenovo offers a Custom migration Service for Windows 11 which will be subject to a separate agreement entered by the parties.

2. Service Description

A Lenovo Delivery Partner will deliver Windows 11 Migration services to end customers.

The Windows 11 Migration service will include the following milestones:

- Windows 11 Servicing Strategy
- Windows 11 Deployment
- Final UAT (User Acceptance Testing)

3. Project Commencement

The Windows 11 Migration Service will commence a minimum of twelve (12) business days after Customer enters this Cloud Solution Service SOW.

4. Prerequisites

For Lenovo to deliver the Windows 11 Migration Service Customer must have:

- a. Before purchasing the Windows 11 Migration service the Customer must have completed Windows 11 Assessment service with Lenovo
- b. Customer must have fully functional Intune implementation in their environment along with healthy Azure Active Directory and Windows MDM configuration in use.
- c. Lenovo (or our Delivery Partner) must be provided with relevant access to on-prem resources and M365 environment to perform the migration activities.
- d. Lenovo will allocate a Project Manager or Coordinator for each migration project.
- e. End customer should have active support with Microsoft and Lenovo, if required will work with Microsoft to get and unforeseen issues resolved.
- f. As per Microsoft there can be scenarios where in the recommended Windows 11 migration process doesn't work, in those circumstances Lenovo will work with Microsoft to get the resolution.
- g. Lenovo will require a valid purchase order from the Customer before initiating the Migration project.
- h. During the execution of the project Lenovo may come up with additional requirements not mentioned in the scope in case of any unforeseen situations.

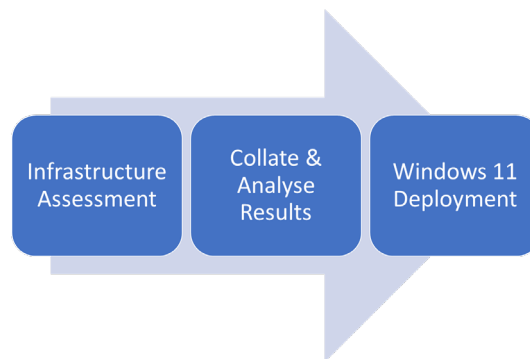
If Customer does not meet these pre-requisites, Customer can follow the process in section 12 to meet these pre-requisites.

5. Milestone 1: Service Strategy

Lenovo will prepare the following in advance of the migration.

- a. Intune Readiness
- b. Azure Active Directory Readiness

- c. Check Windows Mobile Device Management ('MDM') to ensure Lenovo has requisite access to devices.
- d. Identification of policies to be deployed through Intune.
- e. Determine whether Customer would need Autopilot setup and images created.
- f. Windows Servicing Strategy
 - i. Lenovo will plan & design Windows 11 servicing plan in Microsoft Intune, which includes:
 - planning and designing up to 6 policies for Windows Update for Business to manage General Availability Channel Windows feature updates.
 - Planning and designing up to 3 policies for Win Update for Business to manage General Availability Channel Windows quality updates.
 - ii. Implementation of Windows 11 features and quality update management with Windows Update for Business in production (Optional & to be implemented by customer)
- g. Lenovo will present the policies to the customer in a workshop.
- h. The Lenovo Project Manager will review and approve the Servicing Strategy and obtain Customer approval of Servicing Strategy, as Customer's internal team will have to implement this.



6. **Milestone 2: Windows 11 Deployment and Migration**

Lenovo will follow Microsoft best practices for Windows 11 deployment and migration <https://support.microsoft.com/en-us/windows/getting-ready-for-the-windows-11-upgrade-eb50813f-c7da-4cf8-89a3-6ba0d33b2773> and in alignment with the plan shared by Lenovo after completing the Windows 11 Assessment Service.

Lenovo will deploy Windows 11 on all identified devices in the environment using Microsoft Intune post validating the procedures.

The deployment will happen in multiple batches of devices depending on the scoped machine count.

Lenovo will also onboard all the devices in Endpoint Analytics post Windows 11 deployment.

7. **Milestone 3: Final UAT (User Acceptance Testing)**

Migration is contingent on the timely completion and successful UAT (User Acceptance Testing) after Milestone 2 Windows 11 deployment has been completed.

The UAT will be carried out in the following phases.

1. Testing Phase: The Customer should execute the test cases / Business as usual activities and report any issues or defects encountered during the process, such as issues with the applications, drivers, or other software. The project team will monitor the testing progress and provide support as needed.
2. Defect resolution: Any defects or issues found during the testing phase will be recorded in a defect tracking system and resolved by the project team. The resolution should be verified by the end-users or clients before closing the defects.
3. Documentation: Documentation for user moving to windows 11 showcasing some key differences the users will notice function and usage wise.
4. Sign-off: Once the migration is successfully completed and final UAT is performed, the end-users or clients should sign off on the Windows 11 migration project Completion of Work document, indicating their acceptance of the completion of the migration activity.

8. Customer Responsibilities

- a. Participation in all planning sessions Be prepared to sign off on all milestones if any.
- b. Ensure third party delays are recognized and accounted for.
- c. Ensure any information provided is correct and current.
- d. Designate a contact person who is the focal point for all communication with Lenovo relative to this project and is the authority to act on the Customers behalf in matters regarding this Service.
- e. Identify in advance any holidays or non-workdays that may impact the project.
- f. Ensure all prerequisites mentioned in section 2 "Prerequisites" above are met before the project is started.
- g. Promptly share accurate information, including current & up-to-date architectural information with Lenovo.
- h. Share delegated access to existing environment with Lenovo or our designated Partner.
- i. Ensure the existing environment is fully functional & live.
- j. Provide all appropriate Microsoft software, access & licensing to those members of the Lenovo project team who require it to deliver the Cloud Solution Service.
- k. Provide VPN and remote access to the Lenovo support team if requested.
- l. Provide coordination in the event any actions are needed onsite.
- m. 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.

9. General Terms

- a. 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 "Change Management" section below.
- b. Customer team will provide accurate architectural documentation as requested by Lenovo team.
- c. All work will be done remotely.
- d. All tasks will be performed over a consecutive timeframe unless otherwise agreed to by Lenovo.
- e. Mentorship/training services will not be provided under this SOW.
- f. Remediation of application-level issues is not part of the Windows 11 Migration Service.
- g. Intune or Configuration Manager deployment or configuration is not part of the Migration scope.

10. Lenovo project team

Lenovo will provide the Project Management for this engagement. The 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:

- Migration Plan
- Project Schedule
- Action Item Tracking
- Host project meetings

11. Windows 11 Migration Service delivery

Lenovo will deliver this Migration service using a standard 4-Phase approach:

- a. Initial Phase

Kick-off Meeting – This meeting includes Customer and Lenovo Project Manager 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. The Lenovo Project Manager is responsible for outcomes under this SOW and will Customer's point of contact in relation to the work.
- Draft schedule, task plan and and/or work breakdown structure
- Communications plan

- b. Plan Phase

- 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 have gathered enough information to baseline the plan in terms of tasks, task owners and task due dates to complete the work.
- The Lenovo Project Manager will review the Servicing Strategy and obtain the Customer's approval.

c. Execute Phase

Once the plan has been agreed to and accepted by the 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:

- SKU'd Windows 11 Migration services
 - Windows 11 Servicing Strategy
 - Windows 11 Deployment
 - Final UAT (User Acceptance Testing)

d. Close Phase

Upon conclusion of the Execution Phase of the project, the customer must sign off completion of Services delivered under this SOW.

12. Out of scope Services

In the event of a non-substantive change in the scope, schedule, budget, or acceptance criteria for the Windows 11 Migration Service, or other incremental changes that are necessary to complete the Services, such changes will be solutioned via separate Purchase Order for T&M services (hourly charges billed in 2-hour increments).

Where such out of scope work is required, Customer will provide the following information to Lenovo:

- Change Description
- Reason for Change
- Impact on Scope/Schedule/Budget/Acceptance Criteria

Any delays in providing Lenovo with approval for the out-of-scope work and the Purchase order will have an impact on the project schedule.

Examples of Incremental Scope Changes include:

- Auto Pilot Enablement post migration
- M365 Environment related deployments
- Additional configuration and deployments

For substantive changes to the Windows 11 Migration Service Lenovo will cancel this SOW and will require Customer to enter into a custom SOW and place a separate purchase order placed.