



Lenovo Managed Services Agreement

NOTICE: PLEASE READ THE FOLLOWING TERMS CAREFULLY. THIS LENOVO MANAGED SERVICES AGREEMENT WITH ANY OF ITS ATTACHMENTS (“AGREEMENT”) IS A BINDING LEGAL AGREEMENT BETWEEN YOU (“CUSTOMER” OR “YOU”) AND THE LENOVO AFFILIATE DESCRIBED BELOW (“LENOVO” OR “WE”). YOU ACCEPT THESE TERMS BY USING OR REGISTERING A SERVICE. IF YOU DO NOT WISH TO ACCEPT THESE TERMS DO NOT USE OR REGISTER THE SERVICE. INSTEAD, NOTIFY LENOVO OR YOUR SELLER WITHIN THIRTY (30) DAYS OF PURCHASE DATE TO CANCEL. EXCEPT AS OTHERWISE PROVIDED IN PART 2 OF THIS AGREEMENT, IF A SERVICE IS USED OR REGISTERED AT ANY TIME, LENOVO WILL NOT PROVIDE A REFUND. THIS AGREEMENT CONSISTS OF THE FOLLOWING PARTS:

PART 1- GLOBAL TERMS

PART 2- COUNTRY SPECIFIC TERMS

THE TERMS OF PART 2 REPLACE OR MODIFY TERMS OF PART 1 ONLY AS SPECIFIED FOR A PARTICULAR COUNTRY.

PART 1 - GLOBAL TERMS

Contracting Entity:

This Agreement is between you and Lenovo entity in the country in which you purchased the Service. If no affiliate in the country of purchase is identified by Lenovo then the Lenovo contracting entity is Lenovo PC HK Ltd.

1 What This Agreement Covers

This Agreement is the complete agreement between you and Lenovo regarding the managed services set out in this Agreement (“Service” or “Managed Service”). It supersedes and replaces prior oral or written communications between you and Lenovo regarding the Service specified in this Agreement. Additional terms in any order or written communications from you shall be void. **Not all Services are available in all regions, countries or products.** This Agreement only applies to the specific Service you purchased.

2 What This Agreement Does Not Cover

This Agreement does not apply to any Lenovo Products or Third-Party Products and Services.

Lenovo shall have no responsibility for the following:

- a) uninterrupted or error-free operation of a product or Service;
- b) loss of, or damage to, your data;
- c) any software programs, whether provided with a product or installed subsequently;
- d) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials;
- e) damage caused by a non-authorized service provider,
- f) failure of, or damage caused by, any third-party products, including those that Lenovo may provide or integrate into the Lenovo product at your request;
- g) products or parts from a Lenovo product or non-Lenovo product with an altered identification label or from which the identification label has been removed;
- h) any pre-existing defects in your product that occurred on or before the date of this Agreement;
- i) any services other than those specifically set out in Clause 5 Managed Services;
- j) creation of any intellectual property solely and specifically for the Customer;
- k) any server or Customer network monitoring or Customer printer management (stand-alone or network attached);

- l) file restoration or data backup;
- m) third party customer application support;
- n) Hybrid exchange migration

3 Term of the Service

The Service will commence on the date of first payment or acceptance of a purchase order and subject to Clause 7 the Service will continue on a monthly basis until terminated by either party by giving written notice to the other.

4 Availability of the Service

The specified level of Service may not be available in all locations. Even where Service is indicated as available, there may still be certain geographical limitations such as islands and remote regions or a lack of trained personnel which prevent the provision of Service. Service options, service levels, technical support hours, and response times may also vary by geographic locations. Lenovo shall as its sole discretion determine whether a product or device qualifies for the Managed Service.

5 Managed Services

The Managed Service will provide enhanced levels of license management, onboarding, business application configuration and break-fix support to Customers who have purchased Microsoft 365 (“Microsoft Software”).

The Managed Service includes the following options that will be performed remotely by Lenovo support technicians on written instructions from the Customer:

- Microsoft tenant creation and administration;
- User creation, license assignment / re-assignment, and administration;
- Microsoft Office business application setup and configuration;
- Microsoft Exchange online setup and configuration (if included in Microsoft Software purchased by the Customer);
- Microsoft SharePoint online setup and configuration (if included in Microsoft Software purchased by the Customer) and limited to one Microsoft SharePoint online site and one (1) Document Library;
- Priority level break-fix support for email issues, authentication issues, Skype for Business, Microsoft Teams call issues, OneDrive or Microsoft SharePoint file access issues.

Service Onboarding, Setup, and Data Migration

As part of the Managed Service Lenovo will;

- send a welcome email to the Customer outlining details of the Services to be provided
- arrange and attend introduction call between the Customer and the Lenovo Services Program Management Office
- complete an initial discovery assessment which will identify users, roles and responsibilities, access levels and devices to be covered by the Managed Services
- add one (1) customer domain to Microsoft Online Portal
- deploy / setup MS Office 365 applications on Customer personal computing devices
- provide details of how end users can request support under the Managed Services
- provide Lenovo Service Connect portal access to Customer IT focal point for managing Microsoft 365 user subscriptions

Service Management

Lenovo will provide customer with information relevant for measuring services delivered. These may include service performance charts and customer satisfaction surveys.

Support Response Times

Phone	Chat	Email or Voicemail
2 Minutes	2 Minutes	4 hours (during business hours only)

Service Level Agreements

Severity Type	Severity 1	Severity 2	Severity 3	Severity 4
Definition	The entire Managed Services are completely inaccessible	Operation of the Managed Services is severely degraded, or major components of the Managed Services are not	Certain non-essential features of the Service are impaired while most major components of the	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal

		operational, and work cannot reasonably continue	Service remain functional	operation of the Services
Response SLA	1 Hr.	2 Hrs.	3 Hrs.	4 Hrs.
Resolution SLA	4 Hrs.	16 Hrs.	24 Hrs.	48 Hrs.

Service Availability

- Managed Services will be considered as unavailable only during periods Severity 1 or Severity 2 issues
- Managed Services will not be considered as "unavailable" during:
 - Customer-caused outages or disruptions;
 - Outages or disruptions attributable in whole or in part to Force Majeure Events;
 - Suspension of the Managed Services in accordance with this Agreement;
 - A fault on the Customer's Operating Environment;
 - A fault that is a result of the Customer not complying with Lenovo's security policies;
 - Lenovo waiting for information from the Customer which is necessary in order to perform the Managed Services in accordance with this Agreement;
 - Faults or omissions of the internet;
 - Faults or omissions in equipment, wiring, cabling, software or other services which are maintained by Customer;
 - Faults proven to be caused by a Virus introduced negligently or otherwise by the Customer onto the Customer Operating Environment;
 - Any material breach of this agreement by Customer which impacts on the availability of the Managed Services.

Customer Responsibilities

The Customer shall have the following responsibilities:

- provide Lenovo with delegated administration access to the Customer's Microsoft 365 tenant;
- obtain and confirm permission for both Customer and Lenovo to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon, and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at its own expense, before Customer asks Lenovo to perform these Services;
- provide Lenovo with all cooperation necessary to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Lenovo will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund;
- these Services may require Lenovo to access hardware or software that is not manufactured by Lenovo. Some manufacturers' warranties may become void if Lenovo or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Lenovo's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Lenovo does not take responsibility for third party warranties or for any effect that the Services may have on those warranties;
- Customer shall maintain confidentiality of its login names, passwords and other confidential information relating to the Customer's access of the Services.

6 Cloud Migration Services

Lenovo shall provide cloud migration services and support to Customers who have purchased Microsoft Software ("Cloud Migration Services"). Lenovo has no responsibility for any issues arising from the Customer's use of the Microsoft Software except where the Microsoft Software has been purchased from Lenovo in which case Lenovo's responsibilities with regard to any issue resolution relating to the Microsoft Software would be in accordance with the terms agreed between Lenovo and Customer at the point of purchase.

Cloud Migration Services include the following tasks that will be performed remotely by support technicians on written instructions from the Customer:

- Review of Customer environment including Active Directory Domain Services (ADDS) and email systems and provide recommendations prior to performing any migration activities.
- Mailbox system migration to Microsoft Office 365 including migration from on-premises Exchange Servers and cloud to cloud migrations.
- Configuration of OneDrive on End-User devices for the purpose of migrating the data to Office 365.

- Data migration from existing storage systems to Microsoft 365 OneDrive and SharePoint Online Document libraries and sites (limited to 2 Terabytes).
- Standardized configuration of one (1) SharePoint Online site and document library.
- Each migration event shall be for one instance and any additional migrations required by the Customer shall be charged separately.

The Customer shall have the following responsibilities:

- Assist Lenovo in finalizing the Migration Plan which shall contain a site readiness report and a project plan with key deadlines and timelines and provide approval to the same as required by Lenovo.
- Allow Lenovo to connect to the local network and systems through VPN, if required.
- Define user batches for migration.
- Schedule appropriate time to allow for end user migration. Date and time for which is to be agreed between Lenovo and Customer.
- Notify end-users and schedule outages required for email and data migration.
- Back-up all data prior to the start of email and data migration.
- Appoint a single point of contact for Lenovo to address service-related questions or issues.
- Ensure all data objects for migration (email, data files) are backed up prior to data being migrated to the Microsoft cloud.
- Ensure Customer Active Directory Domain Services (ADDS) environment, External Domain Name Servers are updated in accordance with recommendations from Lenovo.
- Verify completed migration activities and provide sign-off.

7 Lenovo Business Partners

Lenovo may contract with suppliers and resellers (“Business Partners”) to promote, market, and support certain Services; however, Business Partners are independent and separate from Lenovo. Lenovo is not responsible for the actions or statements of Business Partners, obligations that they may have to you or any products or services that they supply to you under their agreements. When you purchase Service from a Business Partner, the Business Partner establishes the charges and terms for the Service.

8 Purchase of Service from Lenovo

Payment must be received by Lenovo or a Lenovo reseller in advance of any Service. Except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified in the invoice, including any late payment fee. You are responsible for any taxes resulting from your purchases under this Agreement.

9 Lenovo Return/ Cancellation Policy

Either Party may cancel the Service by giving seven (7) days written notice.

If the Customer terminates the Service then, if it has been directly purchased from Lenovo, Lenovo will give you a pro-rated refund for any unused Services after the end of the notice period that the Customer has already paid for. You must contact your Lenovo Business Partner for a refund for any Services purchased from them.

Lenovo may terminate this agreement with immediate effect by giving written notice to the Customer if:

- a) Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- b) Customer commits a breach of any material term of this Agreement and fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- c) Customer suspends, or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;
- d) Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10 Withdrawal and Changes to the Service

Lenovo may withdraw all or any part of the Services and/or adjust the price of the Services specified herein on one (1) months' notice to you. If Lenovo withdraws a Service for which you have paid in full and Lenovo has not yet fully provided it to you, then, if

purchased directly from Lenovo, Lenovo will give you a prorated refund. You must contact your Lenovo Business Partner for a refund for any Services purchased from them.

11 Warranty of Services

Lenovo warrants that the Services will be performed using reasonable care and skill in accordance with the description of the tasks specified in this Agreement for the applicable Lenovo Service. You agree to provide timely written notice of any failure to comply with this warranty

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. ALL SOFTWARE, AND THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY MANUFACTURERS, SUPPLIERS, LICENSORS OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Lenovo does not warrant uninterrupted or error-free operation of a Service or that Lenovo will correct all defects.

12 Limitation of Liability

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. Regardless of the basis on which you are entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Lenovo's entire liability for all claims in the aggregate arising from or related to each Service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the charges for the Service that is the subject of the claim. This limit also applies to any of Lenovo's subcontractors or resellers. It is the maximum for which Lenovo, its resellers and subcontractors are collectively responsible. The following amounts are not subject to a cap on the amount of damages: a) damages for bodily injury (including death); b) damage to real property; and c) damage to tangible personal property for which Lenovo is solely and legally liable.

Except as expressly required by law without the possibility of contractual waiver, under no circumstances shall Lenovo, its resellers or its subcontractors, be liable for any of the following even if informed of their possibility:

- a) loss of, or damage to, data;
- b) loss of use of a system or network;
- c) special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- d) lost profits, business, revenue, goodwill, or anticipated savings.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13 General

- A. Lenovo reserves the right to subcontract Services, or any part of them, to subcontractors selected by Lenovo.
- B. Lenovo reserves the right to update these terms without notification to Customer
- C. To the extent applicable to this transaction, each of us is responsible for the supervision, direction, control, and compensation of our respective personnel.
- D. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity.
- E. Each of us is free to enter into similar agreements with others.
- F. Each of us grants the other only the license and rights specified in any applicable license agreements. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.
- G. You agree not to resell the Service. Any attempt to do so is void unless agreed in writing by Lenovo.
- H. You are responsible for selecting the Services that meet your needs and for the results obtained from the use of the Services.
- I. Neither of us will bring a legal action, regardless of form, arising out of or related to this Agreement or the transaction under it more than two years after the cause of action arose unless otherwise required by applicable local law. After such time limit, any legal action arising out of this Agreement or the transaction under it and all respective rights related to any such action shall lapse, unless otherwise required by applicable law without the possibility of contractual waiver or limitation.
- J. Neither of us is responsible for failure to fulfil any obligations due to causes beyond its control.
- K. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- L. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- M. Lenovo's obligation to provide Service is conditional upon your payment for the Services.

- N. Lenovo and its affiliates, Business Partners, resellers and subcontractors may process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction anywhere they do business. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under local law, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may opt-out of receiving any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not; however, sell or otherwise transfer personally identifiable information received from you to any third parties for their own direct marketing use without your consent.
- O. Each of us will comply with any laws and regulations that are applicable to this Agreement.
- P. Each of us will ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorized access or damage to any and all Services.
- Q. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Lenovo. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of the other. Lenovo may also assign its rights to payments under this Agreement without your consent.
- R. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.
- S. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- T. Lenovo shall have no liability to the Customer under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control including supplier delays in or failure to supply, strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of the Supplier), act of God, war, act of terrorism, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a Force Majeure Event). If the period of delay or non-performance continues for two weeks or more, Lenovo may terminate this agreement by giving immediate written notice to the Customer.

14 Geographic Scope and Governing Law

The rights, duties, and obligations of each party are valid only in the country of purchase except that all licenses are valid in accordance with their terms. Unless otherwise expressly stated, the laws of the country in which you purchased the Service govern this Agreement.

