



## Lenovo Smart Performance Terms of Service

Lenovo Smart Performance is a Software Product subject to the [Lenovo License Agreement](#).

In the event of a conflict in meaning between the Lenovo License Agreement and these Lenovo Smart Performance Terms of Service ('Terms'), the meaning in the Terms will prevail. Capitalised words not defined in these Terms shall have the meaning set out in the Lenovo License Agreement.

### Definitions

'**Customer**' means the individual or business that purchased Lenovo Smart Performance.

'**End-User**' means the individual that uses Lenovo Smart Performance.

### 1. Lenovo Smart Performance specific license terms.

#### a. License grant.

- i. Subject to these Terms and the Lenovo License Agreement, upon payment of due license fees, Lenovo grants to Customer a non-exclusive, non-sublicensable, transferable (subject to section 3 of these Terms), worldwide (within one of the Regions Setting in the PC), revocable license to install and use, for domestic or internal business purposes, a single copy of the Lenovo Smart Performance Software solely for the purpose of accessing Lenovo Smart Performance functionalities on a single hardware product at a time during the Subscription Term or Fixed Term as applicable.
- ii. Customer is prohibited from commercializing, directly or indirectly, including via a third-party, Lenovo Smart Performance or part thereof, or products containing Lenovo Smart Performance or part thereof.
- iii. Customer is permitted to make and install one copy of the Software Product for backup, archival or disaster recover purposes.

b. **License commencement.** The License commences, for pre-installed Lenovo Smart Performance, on the date the device is first used, otherwise, on the date the Software Product is installed.

#### c. License term.

- i. **Subscription.** Customer may purchase a license to use Lenovo Smart Performance for a period of one, two, three or four years from the License Commencement ('Initial Subscription Term'). The day after the Initial Term expires, the license will automatically renew for periods of 12-months ('Subsequent Subscription Term') until the license is terminated pursuant to section 9 of these Terms. Together the Initial Subscription Term and any Subsequent Subscription Term will be referred to as the Subscription Term.
- ii. **Fixed Term.** Customer may purchase a license to use Lenovo Smart Performance for a period of one, two, three or four years from the License Commencement ('Fixed Term'), which will automatically terminate at the expiry of the Fixed Term.
- iii. **Pre-installed.**
  1. Lenovo Smart Performance may be included on a device the Customer purchases, the Term of such Lenovo Smart Performance license will be visible at check out and on the transaction record.



2. Customers may purchase pre-installed Lenovo Smart Performance pursuant to a separate agreement with Lenovo or a Lenovo Partner which governs the Term of Lenovo Smart Performance licenses and their pricing.
2. **Updates to the Software Product.** Customer authorizes Lenovo to download and install updates automatically on devices running Windows 10/11 unless they have been configured to prevent automatic updates. All updates are licensed under the same terms as the Software Product to which they apply.
  3. **License transfer.** Customer may transfer its Lenovo Smart Performance subscription license to a new device during the Term provided the original installation is completely removed and no longer in use. License Transfer is not permitted for Fixed Term Licenses.
  4. **Operating Requirements.**
    - a. The Software Product will function on Lenovo Desktops, Notebooks and Workstations with Windows 10 or later operating system.
    - b. Lenovo Smart Performance is not supported on: Chromebooks, ThinkSmart , ThinkEdge, ThinkVision Monitor, ThinkPad Dock and non-Lenovo devices.
    - c. Customer must have Lenovo Vantage installed on the device for the Software Product to function.
  5. **Customer Account.** Customer must create a Lenovo ID to use the subscription services.
  6. **Customer Data.** The Software Product is subject to the Lenovo Privacy Statement for Products available at [Lenovo Privacy Statement | Lenovo UK](#).
  7. **Billing.**
    - a. **Subscription**
      - i. The Initial Term fee is due at the time of purchase. Auto-renew payment is deducted the day after the expiry of the Initial Term or preceding Subsequent Term unless the Subsequent Term starts at 29th, 30th, 31st day of the month, in which case payment is deducted on the first day of the next month.
      - ii. Customer consents to Lenovo direct-debiting Customer's elected payment method in accordance with these Terms.
      - iii. Customer is not eligible for a refund if Customer terminates the license for convenience during the Term.
    - b. **Fixed term.**
      - i. Payment for the Fixed Term license is due at the time of purchase.
      - ii. Customer is not eligible for a refund if Customer terminates the license for convenience during the Term.
  8. **Pricing.**
    - a. Pricing is set out on Lenovo's Lenovo Smart Performance website or successor website.
  9. **Termination**
    - a. **Subscription.** Customer may terminate its Lenovo Smart Performance license subscription in Vantage or at the pcsupport.com website, under my subscription.
    - b. **Fixed Term.** Customer may terminate its Lenovo Smart Performance Fixed Term license at any time.