



# Lenovo Data Center Services Agreement

聯想

## 數據中心服務合約

**NOTICE: PLEASE READ THE FOLLOWING TERMS CAREFULLY. THIS LENOVO DATA CENTER SERVICES AGREEMENT ("AGREEMENT") IS A BINDING LEGAL AGREEMENT BETWEEN 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 AND OBTAIN A REFUND. ONCE YOU REGISTER THIS SERVICE, LENOVO WILL NOT PROVIDE A REFUND.**

注意：請詳閱以下條款。本聯想數據中心服務合約（下稱「本合約」）對於貴公司及下述聯想關係企業（下稱「聯想」或「本公司」）係具有拘束力之合法協議。貴公司於使用或註冊任一服務時即視同接受該條款。若貴公司不欲接受本條款，請勿使用或註冊本服務，並請於購買日起三十(30)日內通知聯想或貴公司之經銷商取消並領取退款。一旦貴公司註冊本服務，聯想即不再退還款項。

### Contracting Entity:

契約當事人：

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

本合約係於貴公司及貴公司購買本服務之市場境內之聯想間成立。如購買地市場境內並無經聯想認可之關係企業存在，則以 Lenovo Global Technology HK Ltd 作為聯想方之立約機構。

### 1. What This Agreement Covers

合約效力範圍

This Agreement, together with the Statement of Limited Warranty, is the complete agreement between you and Lenovo regarding Warranty Extension, Warranty Upgrade, Post Warranty, and Other Services (each a "Service"), sold via a part number, for the products specified on your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between you and Lenovo regarding any Service. Any additional or different terms in any order or written communications from you shall be void and of no effect. This Agreement modifies the Statement of Limited Warranty only as specified below. **This Agreement includes descriptions of the Services available via a part number. Not all services are available in all regions or all markets.** This Agreement only applies to the service you purchased. Any Service purchased under this Agreement will be provided according to the applicable descriptions below.

本合約及有限保固說明書，係貴公司與聯想間關於任何透過貴公司發票或訂單確認函所載產品序號購得之延長保固、保固升級、保固期後服務及其他服務（下各稱「本服務」）之完整協議。本合約效力優先並取代貴公司與聯想先前就本服務所為之任何口頭或書面溝

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

通內容。貴公司於訂單或書面溝通中提出之額外或相異條款應屬無效且不發生效力。本合約僅於下列範圍內修改有限保固說明書。本合約包含依序號編列之現有服務之說明。並非所有市場均提供本服務。本合約僅適用於貴公司購買之服務。所有依本合約購買之服務皆將依下列適用之內容提供。

## 2. What This Agreement Does Not Cover

本合約不包含之事項

This Agreement does not cover the following: (i) uninterrupted or error-free operation of a product; (ii) loss of, or damage to, your data; (iii) any software programs, whether provided with a product or installed subsequently; (iv) 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; (v) damage caused by a non-authorized service provider, (vi) 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; (vii) 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, (viii) accessories, supply items, some devices such as fusion I/O and solid state devices beyond their read/write or wear limitation, and certain parts, such as batteries, frames, and covers, or (ix) any pre-existing defects in your product that occurred on or before the date of this Agreement.

本合約不包含下列事項：(i)產品運作不中斷或無任何錯誤；(ii)貴公司資料之遺失或損害；(iii)任何軟體程式，不論係與產品一併提供或後續安裝者；(iv)因不當使用、濫用、意外事故、修改、不適合之實體環境或作業環境、天然災害、電力功率波動、維護不當、未依產品資訊資料使用所致之故障或損害；(v)未經授權之服務供應商所致之損害；(vi)因任何第三方產品，包括聯想得依貴公司請求與產品一併提供或整合於產品內者，所致之損害；(vii)識別標籤經變更或識別標籤經移除之聯想或非聯想產品或其零件；(viii)配件、補充品、超出其讀/寫或磨損限制之fusion I/O及固態設備等部份裝置，例如電池、外框及外蓋等部份零件，或(ix)貴公司產品於本合約生效日前已存在之瑕疵。

## 3. Registration and Activation for Services

服務註冊和激活

Registration and Activation for Services is the process by which Lenovo entitles your hardware product to the Service you have purchased. You or someone you have authorized on your behalf must register your Service with Lenovo within thirty (30) days of the purchase date. Depending on the Service purchased, Activation may be required in addition to registration. The Activation process provides location data required to deliver specific service levels. These Services are detailed in section 4 below.

服務註冊和激活是聯想將您的硬件產品授予購買的服務的授權的過程。貴公司或貴公司授權代表須自購買日後三十(30)日內向聯想註冊本服務。視所購買服務之不同，除註冊外，尚須進行啟動。啟動程序將提供進行特定等級服務所需之地點資訊。此類本服務下詳述於下列第4條。

## 4. Service Offerings

本服務供應項目

The below offering terms apply to the applicable service purchased by you. These service offerings are only compatible with certain products. Provision of these services is dependent on the availability of service parts.

下列供應條款適用於貴公司所購買之適用服務。此服務項目僅與特定產品相容。服務之提供將視是否可取得服務零件而定。

### 4.1 Warranty Extension

延長保固

The duration of the Warranty Extension for your product will be for the period you purchased commencing on the start date of your original base warranty period. This Service must be purchased and registered during your product's original base warranty period. 貴公司產品延長保固期間將依貴公司訂購之期間而定，並自貴公司之原始基礎保固期間始日起算。本服務須於貴公司產品之原始基礎保固期間內購買並註冊。

### 4.2. Warranty Upgrade and Post Warranty Service (also known as Maintenance Service)

保固升級與保固期後服務 ( 或稱維護服務 )

The service type of your Statement of Limited Warranty and any applicable Warranty Extension will be upgraded to the service type below according to the Warranty Upgrade you purchase.

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

貴公司之有限保固說明書之服務類別及任何適用之延長保固，將依據貴公司購買之保固升級服務升級為下列服務類別。

Service is available for Lenovo machines only if the Warranty Upgrade was purchased and registered during the machine's initial base warranty period or for Post Warranty if the machine is in good working order as determined by Lenovo. We reserve the right to inspect a Machine within one month from the purchase date of the Service. If the Machine is not in an acceptable condition for Service, as determined by Lenovo, we will notify you, advise you of the cost to bring the machine up to working order or terminate the post-warranty coverage.

本服務僅適用於聯想機器，且需於該機器最初基礎保固期間內購買並註冊保固升級，或在保固期過後且機器經聯想認定仍處於運作狀況良好時購買並註冊。本公司保留自本服務購買日起一個月內檢視機器之權利。若聯想認定該機器非處於本服務可接受之狀況時，本公司將通知貴公司，告知將該機器修復為可運作狀況之所需費用或終止保固期後服務。

In the event there is a gap between the end of the machines warranty period and the purchase and completed registration of a post-warranty maintenance agreement, Lenovo reserves the right to refuse service for the first 30 days of the post-warranty coverage. This is in addition to the requirement for the machine to be in good working service at the start of the coverage period and to be available for inspection by Lenovo to verify this.

若機器保固期間終止與購買保固期後之維護合約之註冊完成間有差距時，就保固期後服務期間內前三十日內之服務，聯想保留拒絕提供之權利。除本條件之外，機器必須於服務期間開始時應運作良好且聯想可檢查機器以進行驗證。

## Service Definitions/Descriptions

服務定義/說明

### Customer Replaceable Unit ("CRU")

Lenovo will ship CRUs to you for you to install. Tier 1 CRUs require little skill to install while Tier 2 CRUs require some technical skill and tools. You may request that a Lenovo authorized Service Provider install Tier 2 CRUs, under the type of warranty service designated for your Machine. Lenovo specifies in the materials shipped with a replacement CRU and whether a defective CRU must be returned. If a return is required, 1) return instructions and a container are shipped with the replacement CRU; and 2) you will be charged for the replacement CRU if Lenovo does not receive the defective CRU.

You may find a list of CRUs and their designation in the publication that was shipped with your product or at [www.lenovo.com/CRUs](http://www.lenovo.com/CRUs).

客戶得自行更換之零件 ( 下稱「CRU」 )

聯想將寄送CRU至貴公司供貴公司安裝。一級CRUs不需特殊技能即能安裝，二級CRUs則需一定專業技能與工具方能組裝。於貴公司機器適用之保固服務類型許可時，貴公司得請求聯想授權服務供應商安裝二級CRUs。聯想將於與更換之CRU一併寄送之資料中說明上述事項，及有瑕疵之CRU是否需要退還。需退還CRU時，1)退還說明及包裝將隨提供更換之CRU一併寄送；且2)聯想未收到有瑕疵之CRU時，貴公司需支付更換CRU之費用。

關於CRUs清單及其名稱，貴公司得查閱與產品一同寄送之出版品或[www.lenovo.com/CRUs](http://www.lenovo.com/CRUs)。

### Field Replacement Units ("FRU")

If your replacement part is not considered a CRU, then it is a Field Replacement Unit (FRU). The installation of a FRU will be handled by a service technician.

現場更換零件 ( 下稱「FRU」 )

若貴公司需更換之零件非屬CRU時，其即屬於現場更換零件(FRU)。FRU之安裝將由服務技師處理。

**Technician Installed CRUs.** If a problem with your product may be remedied with a CRU, a service technician will be dispatched to your location, according to your applicable service type, to install the CRU. Replacement of parts with a CRU remains your responsibility under the Statement of Limited Warranty. You must provide a suitable working area for the disassembly and reassembly of the product.

由技師組裝之CRUs

若貴公司產品問題可透過 CRU 解決時，視貴公司適用之服務類別許可而定，將指派服務技師至貴公司之地點安裝 CRU。在有限保固說明書下，更換 CRU 零件仍屬貴公司之責任。貴公司必須提供適合之工作區域供拆解及組合產品。

### Onsite Service

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location. You must provide a suitable working area for the disassembly and reassembly of the product. Please refer to the appendix for any market specific variations.

到府服務

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若貴公司產品問題無法透過電話解決，將指派服務技師到達貴公司地點。貴公司必須提供其適合之工作區域供拆解及組合產品。有關特定市場之差異，請參閱附表。

### Parts Delivered

If a problem with your product cannot be resolved via telephone and a CRU part is required, Lenovo will send a replacement CRU to arrive at your location. If a problem with your product cannot be resolved via telephone and a FRU part is required, a technician will be dispatched to arrive at your location. You must provide a suitable working area for the disassembly and reassembly of the product.

零件寄送

若貴公司產品問題無法透過電話解決且需要CRU零件，聯想將寄送更換之CRU到達貴公司地點。若貴公司產品問題無法透過電話解決且需要FRU零件，將指派服務技師到達貴公司地點。貴公司並應提供適合之工作區域供拆解及組合產品。

### Technician Installed Parts

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location. You must provide a suitable working area for the disassembly and reassembly of the product.

由技師組裝零件

若貴公司產品問題無法透過電話解決，將指派服務技師到達貴公司地點。貴公司並應提供適合之工作區域供拆解及組合產品。

### Hours of Field Service Coverage

9x5 coverage: 9 hours per day, 5 days per week, during normal business hours, excluding local public & national holidays

24x7 coverage: 24 hours per day, 7 days per week, 365 days per year

現場服務範圍

「營業時間」範圍：於通常營業時間內，每天9小時、每週5天，除當地公共及國定假日外。

「全年」範圍：每日24小時、每週7日、每年365日

### Response Times

回覆時間

**An 8 Hour Response** time target is the time period from when the telephone based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a Service Technician and part at the Customer's location for repair. This 8-hour period is in addition to the average problem determination time of 2 hours from call placement for both parties to determine problem and define the required action plan.

8小時目標回覆時間係自電話疑難排解完成且經登錄時起，至CRU送達或維修技師及零件到達客戶地點進行維修之期間。本8小時期間係2小時平均問題確定時間額外之期間，2小時平均問題確定時間係自雙方當事人電話聯繫確定問題後至確認所需步驟之時間。

**A 4 Hour Response** time target is the time period from when the telephone based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a Service Technician and part at the Customer's location for repair. This 4-hour period is in addition to the average problem determination time of 2 hours from call placement for both parties to determine problem and define the required action plan. Please refer to the appendix for any market specific variations.

4小時目標回覆時間係自電話疑難排解完成且經登錄時起，至CRU送達或維修技師及零件到達客戶地點進行維修之期間。本4小時期間係2小時平均問題確定時間額外之期間，2小時平均問題確定時間係自雙方當事人電話聯繫確定問題後至確認所需步驟之時間。有關特定市場之差異，請參閱附表。

**A 2 Hour Response** time target is the time period from when the telephone based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a Service Technician and part at the Customer's location for repair. This 2-hour period is in addition to the average problem determination time of 2 hours from call placement for both parties to determine problem and define the required action plan. Please refer to the appendix for any market specific variations.

2小時目標回覆時間之係自電話疑難排解完成且經登錄時起，至CRU送達或維修技師及零件到達客戶地點進行維修之期間。本2小時期間係2小時平均問題確定時間額外之期間，2小時平均問題確定時間係自雙方當事人電話聯繫確定問題後至確認所需步驟之時間。有關特定市場之差異，請參閱附表。

**A 24 Hour Committed Service Repair (CSR)** is the time period between the service request registration in Lenovo's call management system and the restoration of the product to conformance with its specification by a service technician. "Restored to conformance" means the device is operationally ready for, but does not include the loading of operating systems, business applications and /or customer data. Please refer to the appendix for any market specific variations.

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**24小時內保證維修服務(CSR)**係自服務請求登錄於聯想之客服管理系統中起，至服務技師將產品回復至符合其規格之狀態之期間。「回復至符合其規格」之時點係指該裝置業可供運作，但不包括載入作業系統、業務應用程式及/或客戶資料。有關各市場之特定差異，請參閱附表。

**An 8 Hour Committed Service Repair (CSR)** is the time period between the service request registration in Lenovo's call management system and the restoration of the product to conformance with its specification by a service technician. "Restored to conformance" means the device is operationally ready for, but does not include the loading of operating systems, business applications and /or customer data.

**8小時內保證維修服務(CSR)**係自服務請求登錄於聯想之客服管理系統中起，至服務技師將產品回復至符合其規格之狀態之期間。「回復至符合其規格」之時點係指該裝置業可供運作，但不包括載入作業系統、業務應用程式及/或客戶資料。

**A 6 Hour Committed Service Repair (CSR)** is the time period between the service request registration in Lenovo's call management system and the restoration of the product to conformance with its specification by a service technician. "Restored to conformance" means the device is operationally ready for, but does not include the loading of operating systems, business applications and /or customer data. Please refer to the appendix for any market specific variations.

**6小時內保證維修服務(CSR)**係自服務請求登錄於聯想之客服管理系統中起，至服務技師將產品回復至符合其規格之狀態之期間。「回復至符合其規格」之時點係指該裝置業可供運作，但不包括載入作業系統、業務應用程式及/或客戶資料。有關各市場之特定差異，請參閱附表。

**The below terms apply to the applicable Warranty Service Upgrade and Post Warranty Service offering purchased by you.**

下列條款適用於貴公司所購買之適用的保固服務升級及保固期後服務。

**a. Parts Delivered Next Business Day**

次一營業日內送達零件

If a problem with your product cannot be resolved via telephone and a CRU part is required, Lenovo will use commercially reasonable efforts to send a replacement CRU to arrive at your location the Next Business Day. If a problem with your product cannot be resolved via telephone and a FRU part is required, a technician will be dispatched to arrive at your location the Next Business Day. This service is available during normal business hours as defined by the applicable market excluding local and national holidays.

若貴公司產品問題無法透過電話解決並需組裝 CRU 零件，聯想將於次一營業日內盡商業上合理努力寄送更換之 CRU 至貴公司所在地點。若貴公司產品問題無法透過電話解決並需組裝 FRU 零件，一名服務技師將於次一營業日內被派至貴公司所在地點。本服務僅於正常營業時間內提供服務，該正常營業時間依適用市場規定而定，並不包含當地及國定假日。

**b. Next Business Day Response - also known as Technician Installed Parts Next Business Day and Onsite Repair Next Business Day**

次一營業日回覆 – 或稱「次一營業日內由技師安裝零件」及「次一營業日內到府維修」

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location on the next business day. This service is available during normal business hours in the applicable market excluding local and national holidays. Notwithstanding anything to the contrary, if local market parts shipment times impact next business day delivery or response, Lenovo shall make commercially reasonable efforts to provide next business day delivery and service but shall not be responsible for such delivery or response times. Please refer to the Appendix A for market specific information.

如貴公司產品問題無法透過電話解決，一名服務技師將於次一營業日內被派至貴公司所在地點。本服務僅於正常營業時間內提供服務，該正常營業時間依適用市場規定而定，並不包含當地及國定假日。儘管可能有相反規定，如果當地市場的零部件裝運時間影響下一工作日的交付或回覆，Lenovo 會作出商業上合理的努力提供下一工作日交付和服務，但不對此交付或回覆時間承擔責任。請參閱附錄 A 了解市場特定的資訊。

**c. Onsite Repair 24x7 8 Hour Response**

全年到府維修8小時回覆

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location within 8 hours as described under the response time section of this agreement. This Service is available 24 hours per

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day, 7 days per week, 365 days per year. **This Service is only available in certain locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於8小時內指派服務技師到達貴公司地點。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供。服務區域得於[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**d. Technician Installed Parts 9x5 4 Hour Response (Business Hours) - also known as Onsite Repair 9x5 4 Hour Response**

營業時間4小時內技師安裝零件 – 或稱「營業時間4小時內到府維修」

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location within 4 hours as described under the response time section of this agreement. This service is available during normal business hours as defined by the applicable market excluding local and national holidays. **This Service is only available in certain locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於4小時內指派服務技師到達貴公司地點。本服務僅於適用市場定義之通常營業時間提供，且不包括當地假日及國定假日。本服務僅於某些地點提供。服務區域得於

[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**e. 24x7 4 Hour Response - also known as Technician Installed Parts 24x7 4 Hour Response and Onsite Repair 24x7 4 Hour Response and Onsite Repair 24x7 Same Day Delivery**

全年4小時內回覆 – 或稱「全年4小時內技師安裝零件」、「全年4小時內到府維修」及「全年當日到府維修」

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location within 4 hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available in certain locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於4小時內指派技師到達貴公司地點。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供。服務區域得於[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的

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服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**f. 24x7 2 Hour Response - also known as Technician Installed Parts 24x7 2 Hour Response and Onsite Repair 24x7 2 Hour Response**

全年2小時內回覆 – 或稱「全年2小時內技師安裝零件」及「全年2小時內到府維修」

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location within 2 hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available in certain locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於2小時內指派技師到達貴公司地點。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供。服務區域得於[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**g. 24x7 24 Hour Committed Service Repair (CSR) - also known as Technician Installed Parts 24x7 24 Hour Committed Service Repair and Onsite Repair 24x7 24 Hour Committed Service Repair**

全年24小時內保證維修服務(CSR) – 或稱「全年24小時內技師安裝零件保證維修服務」及「全年24小時內保證到府維修服務」

If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 24 hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available for certain products and locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於24小時內指派技師到府將產品回復至符合規格之狀態。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供。服務區域得於[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**h. Technician Installed Parts 24x7 8 Hour Committed Service Repair (CSR) - also known as Onsite Repair 24x7 8 Hour Committed Service Repair**

全年8小時內技師安裝零件保證維修服務(CSR) – 或稱「全年8小時內保證到府維修服務」

If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 8 hours as described under the response time section of this

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agreement. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available for certain products and locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於8小時內指派技師到府將產品回復至符合規格之狀態。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供。服務區域得於[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**i. 24x7 6 Hour Committed Service Repair (CSR) - also known as Technician Installed Parts 24x7 6 Hour Committed Service Repair and Onsite Repair 24x7 6 Hour Committed Service Repair**

全年6小時內保證維修服務(CSR) – 或稱「全年6小時內技師安裝零件保證維修服務」及「全年6小時內保證到府維修服務」

If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 6 hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available for certain products and locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司產品問題無法透過電話解決，將如本合約回覆時間條文所載，於6小時內指派技師到府將產品回復至符合規格之狀態。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供。服務區域得於[www.lenovocator.com](http://www.lenovocator.com)查詢。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

**Exclusions of Service Levels**

服務等級除外範圍

Exclusions shall apply for your product failure beyond Service Provider's control or due to, but not limited to, any of the following:

- Where Customer has chosen not to have set up and operational, electronic services, where these are available at no cost under base warranty or maintenance and designed to minimize system downtime
- Deferred maintenance actions, where deferred maintenance is a design feature of the eligible machine;
- Periods of scheduled or emergency maintenance activities
- Failure due to problems with Customer provided content or programming errors including, but not limited to, content installation and integration
- Failure due to system administration, commands, file transfers performed by customer or customer representatives
- Failure due to work performed at customer request or due to other activities customer directs
- Denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Service Provider's other vendors), and other force majeure events



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- Lack of availability or untimely response time by customer or customer authorized service provider or vendor given the authority to resolve issues to respond to incidents that require customer participation for source identification and/or resolution, including meeting customer responsibilities for any prerequisite services
- Failure due to firmware or microcode issues
- Limited to hardware replacement time on storage; time to rebuild the drives and recover data is excluded
- Failure due to license-related issues
- In the calculation of Committed Service Repair, any time delays caused by customer will be deducted from the overall measurement. Such delays include, but are not limited to
  - delays in providing the necessary security clearance to the Service Provider once arriving at your site
  - any time delays as a result of you to defer the call to another more convenient time
  - lack of availability or untimely response time by customer to respond to incidents
- Failures or periods of non-availability due to an act or omission of a third party
- Failure due to non-Lenovo hardware or software.
- Installation of any customer-installable firmware and/or software updates
- Backup and Recovery of OS, other SW and/or data
- Operational testing of applications or other tests requested or required by customer
- Lack of availability or untimely response time by customer to respond to incidents
- Failure of 3rd party products are excluded from the service level requirements

貴公司產品故障之原因非屬服務供應商所能控制，或因(但不限於)下列任一事由所致者，則應屬除外範圍：

- 客戶選擇不使用基礎保固或維護期間內，免費提供之設定及可運作之電子服務以最小化停機時間
- 延後維護行為，且延後維護係屬合格機器設計特點者
- 定期或緊急維護服務期間
- 因客戶提供之內容或程式設計錯誤導致之故障，程式設計錯誤包括但不限於內容之安裝及整合
- 因客戶或客戶代表執行之系統管理、指令、檔案移轉導致之故障
- 因執行客戶要求之任務或因客戶指示之其他行為導致之故障
- 阻斷服務攻擊、天然災害、因政府、政治、或其他法規行為所致之變化、法院命令、罷工或勞資糾紛、非暴力抗爭行為、戰爭行為、針對當事人（包括運送人及服務供應商之其他供應商）之行為及其他不可抗力事由
- 就需要客戶參與以進行來源識別及/或排除問題時，無法聯繫上客戶、客戶授權之服務供應商或有權解決問題之供應商，或縱已聯繫但未及時獲得回覆者
- 因韌體或微程式所致之故障
- 僅限於硬體更換期間於儲存上發生之故障；重建磁碟機及復原資料之時間不包含在內
- 因授權相關事由所致之故障
- 於計算保證維修服務時間時，所有因客戶所致之延遲時間將不計入整體時間之內。此處所稱延遲包括但不限於
  - 服務供應商抵達貴公司時，未及時提供必要之進入許可
  - 因貴公司將報修通話延至其他較方便之時間進行，而導致的延遲
  - 無法聯繫上客戶以回應狀況，或縱已聯繫但未及時獲得回覆者
- 因第三人之作為或不作為導致之故障或無法聯繫
- 因非聯想硬體或軟體導致之故障。
- 安裝任何得由客戶自行安裝之韌體及/或軟體更新
- 備份及復原作業系統、其他軟體及/或資料
- 應用程式操作測試或客戶請求或要求進行之其他測試
- 無法聯繫上客戶以回應狀況，或縱已聯繫但未及時獲得回覆者
- 第三方產品的故障不包括在服務水平要求中

**j. YourDrive YourData - also known as Keep Your Drive – Multi Drive and Hard Drive Retention**

專屬磁碟及專屬資料 – 或稱「硬碟保固方案」 - 多磁碟及硬碟保存

Under the Statement of Limited Warranty, when Lenovo replaces a defective part of your product, the defective part becomes the property of Lenovo. Subject to the terms of this Agreement, under YourDrive YourData, you may keep the defective part that is replaced under the Statement of Limited Warranty. This Service applies to the original part in your product and any replacement part provided for your product under the Statement of Limited Warranty. As a condition of this Service, you must

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

provide Lenovo with the serial number of each part which you keep under this Service and execute any document as requested by Lenovo acknowledging your retention of the part. This Service only applies to parts for Products purchased by you. The only Parts eligible under the YourDrive YourData Service are Non-volatile memory (“NVM”). NVM is a type of computer memory that has the capability to hold saved data even if the power is turned off. NVM may include flash memory, read-only memory (“ROM”), ferroelectric RAM, some types of magnetic computer storage devices (e.g. hard disk drives, USB keys, floppy disks, magnetic tape and optical discs).

根据有限保证声明，当联想更换您产品的缺陷部件时，该缺陷部件将归联想所有。在符合本协议条款的前提下，根据 YourDrive YourData 的规定，您可以保留按照有限担保声明更换的缺陷部件。本服务适用于您产品中的原件以及根据有限保修声明为您的产品提供的任何替换件。作为本服务的一项条件，您必须向联想提供您在本服务下保留的每个部件的序列号，并签署联想要求的任何文件，确认您保留该部件。本服务仅适用于您购买的部件。只有非易失性存储器 (“NVM”) 符合 YourDrive YourData 服务的条件。NVM 是一种计算机内存，即便关闭电源也能保留已保存的数据。NVM 可能包含闪存、只读内存 (“ROM”)、铁电 RAM 和某些类型的磁性计算机存储设备 (如硬盘驱动器、U 盘、软盘、磁带和光盘)。

### 4.3 Other Services – Microcode Support

其他服務 – 微程式支援

#### a. The Lenovo Microcode Support Analysis (“Microcode Services”)

聯想微程式支援分析 (下稱「微程式服務」)

Microcode Support Analysis will consist of supporting microcode for those Eligible Lenovo Machines specified by the Lenovo Services part number purchased by providing your choice of Microcode Support - Analysis as further described below. The type and frequency of the Microcode Services are defined by the Lenovo Services part number purchased. As a prerequisite for provision of the Microcode Services, each of the Eligible Lenovo Machines, as defined below, for which Microcode Support will be provided must be (i) fully operable upon the commencement of Microcode Services, (ii) on a supported Microcode and software level and (iii) covered by/under Lenovo warranty maintenance. Additionally the Lenovo Microcode Data Collector tool(s) may need to be installed on Eligible Lenovo Machines to collect Microcode levels.

微程式支援分析包含支援合格聯想機器之微程式，是否合於資格應依貴公司就微程式支援分析所選擇購買的聯想服務序號而定，以下將詳述微程式支援分析之內容。微程式服務之類型及頻率皆依所購買之聯想服務序號而定。提供微程式服務之前提為，需提供微程式服務之合格聯想機器 (定義如后)，且該機器必須(i)於微程式服務開始時已可完全正常運作，(ii)微程式及軟體等級皆在支援範圍內，且(iii)受或在聯想保固維護的範圍內。此外，合格聯想機器上可能需要安裝聯想微程式資料蒐集工具，以蒐集微程式等級資訊。

#### b. Microcode Support – Services Coordination

微程式支援 – 服務整合

The Project Management Office Representative will contact your point of contact to schedule and conduct a remote welcome and planning conference call for up to 30 minutes, on a mutually agreed upon date and time to review:

專案管理處代表將與貴公司窗口聯繫以安排並進行遠端介紹及規劃電話會議，該會議需時至多30分鐘並將於雙方合意之日期與時間進行及審核下列事項：

- i. the objectives of the Microcode Services;
  - ii. the Eligible Lenovo Machines supported under this Agreement;
  - iii. roles and responsibilities; and operating system levels. Lenovo will perform an analysis and verify whether the recorded Microcode levels of all Eligible Lenovo Machines for Microcode Support Analysis service covered by the Lenovo Services part number purchased are up-to-date, taking into account any dependencies on the operating system and driver levels. Any dependencies between connected Eligible Lenovo Machines will also be verified. Verification of the dependencies within a network will be completed only if Microcode Services have been purchased for the connected network components. Once the Microcode Support Analysis is complete, the Project Management Office Representative will electronically deliver a Microcode Support Plan to your point of contact. This document contains your current Microcode driver and Host Bus Adapter levels on your Eligible Lenovo Machines and provides Microcode upgrade recommendations, if applicable.
- i. 微程式服務之對象；

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- ii. 本合約支援之合格聯想機器；
- iii. 地位及責任；及作業系統之等級。聯想將進行分析及確認基於已購買之聯想服務序號所包含之微程式支援分析服務，所有合格聯想機器的微程式紀錄等級皆為最新等級，並考量作業系統及驅動程式等級之影響。亦將確認合格聯想機器間之影響關係。僅於已購買有關連接網絡元件之微程式服務時，方才進行確認網絡內之影響關係。微程式支援分析完成後，專案管理處代表將以電子傳輸方式發送一份微程式支援計畫予貴公司窗口。該份文件包含貴公司所有之合格聯想機器上現有之微程式驅動程式及主機匯流排配接器等級，並將提供微程式升級建議(如有適用)。

**c. Your responsibilities under Microcode Support Analysis are to:**

貴公司於微程式支援分析中應負之義務：

C1. Name a technical contact who will serve as your Point of Contact with Lenovo for the coordination of the necessary actions within the scope of Services. The initial Point of Contact will be the person registered under the Lenovo Services part number. Your Point of Contact will:

C1. 指定一名技術聯絡人員作為貴公司與聯想間之窗口，負責於本服務範圍內協調必要行為。最初窗口係聯想服務序號下所登記之人。貴公司之窗口應：

- a. coordinate time and schedule for pending actions with the Lenovo Project Management Office Representative and will ensure your observance of the agreed schedule;
  - b. remain responsible during the Microcode Support Analysis for any decisions regarding upgrades on your Eligible Lenovo Machines as documented in your Microcode Support Plan, this may include updates for device drivers and/or operating system;
  - c. provide the Lenovo Project Management Office Representative with all information requested during the remote welcome planning call. This may include your system configuration and an outline of your network topology;
  - d. ensure that Lenovo will have remote access to your Eligible Lenovo Machines for querying the required system data, or, if deemed possible by the Lenovo Project Management Office Representative, ensure that you provide the Lenovo Project Management Office Representative with the required system data identified by Lenovo. You hereby approve the use of programs enabling Lenovo to query the Microcode levels or the required data and be solely responsible for security of the network;
  - e. notify the Lenovo Project Management Office Representative of changes to your Eligible Lenovo Machines, and of updates to the Microcode, drivers or operating systems that are not documented in the Microcode Support Plan. Lenovo will update the Microcode Support Plan accordingly;
  - f. observe and abide by the accepted license terms for the Microcode;
  - g. install and activate, per Lenovo's instructions, the Microcode Data Collector program(s);
  - h. be responsible to maintain the ID and password table of the applicable Eligible Products within the Microcode Data Collector program(s) where necessary;
  - i. remove, per Lenovo's instructions, the Microcode Data Collector program(s);
  - j. make the necessary network changes to allow Lenovo access to your Eligible Lenovo Machines and your network during the hours we agreed upon;
  - k. be responsible for data backup;
  - l. maintain responsibility for implementation of recommendations provided in the Support Plan and the implementation for any other technical procedure(s) that pertains to the Microcode levels for the Eligible Lenovo Machines for which you have subscribed under this contract. Lenovo provides knowledge and experience in providing you with a Microcode Support Plan, however Lenovo may not know about other Microcode levels on machines that are not covered under this contract; and acknowledge and accept that Lenovo's performance is dependent upon your management and fulfillment of your responsibilities under this Agreement. Any delay in performance of your responsibilities may result in delays in providing the Services and shall incur additional costs
- a. 與聯想專案管理處代表協調安排尚待進行之活動的時間與時程，並確保遵守協調議定之時程；
  - b. 於微程式支援分析期間，繼續依貴公司之微程式支援計畫所訂，負責關於貴公司合格聯想機器升級之決策，此可能包括設備驅動程式及 / 或作業系統之升級；
  - c. 於遠端介紹及規劃通話中，提供聯想專案管理處代表請求之所有資訊。此可能包括貴公司之系統規格及網絡布局之概要；
  - d. 確保聯想得存取貴公司之合格聯想機器，以查詢所需之系統資訊，或在聯想專案管理處代表認為可行時，確保貴公司提供聯想專案管理處代表聯想所需之系統資訊。貴公司茲同意使用得使聯想查詢微程式等級或所需資料的程式，並自行負責網絡安全；
  - e. 於貴公司之合格聯想機器變更或未列於程式支援計畫中之微程式、驅動程式或作業系統有微更新時，通知聯想專案

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

管理處代表。聯想將依此更新微程式支援計畫；

- f. 遵守並遵行已接受之微程式授權條款；
- g. 依聯想之指示安裝並啟動微程式資料蒐集程式；
- h. 於必要時負責於必要時保存微程式資料蒐集程式中之ID及密碼表；
- i. 依聯想之指示移除微程式資料蒐集程式；
- j. 進行必要網絡變更，使聯想得於雙方合意之時間內存取貴公司之合格聯想機器及網絡；
- k. 負責備份資料；
- l. 負責實施支援計畫中所載之建議事項，及貴公司依本合約訂購之聯想合格機器之微程式等級所附屬之其他技術程序。聯想透過微程式支援計畫提供相關知識與經驗予貴公司，但聯想可能不知悉機器上其他不屬本合約範圍之微程式；承認並接受聯想之履約行為應視貴公司管理行為及貴公司如何履行本合約下之義務。貴公司延遲履行任何義務，均可能導致本服務延遲提供並增加額外費用。

C2. You agree to obtain authorization from the owner to have Lenovo service a Machine that you do not own. You agree to follow the instructions we provide and where applicable, before Service(s) is provided: 1) follow the problem determination, problem analysis, and Service(s) request procedures that we provide; and 2) secure all programs, data, and funds contained in a Machine.

C2. 貴公司同意向所有人取得授權，貴公司允許聯想對非屬貴公司所有之機器進行服務。貴公司同意依本公司提供之指示，於該指示有適用且該服務尚未提供時：1)遵守問題判斷、問題分析及我方提供服務所要求之程序；及2)確保機器中存有之所有程式、資料與資金。

C3. You agree 1) that you are responsible for the results obtained from the Service(s); and 2) to provide Lenovo with sufficient, free, and safe access to your facilities for Lenovo to fulfil our obligations.

C3. 貴公司同意1)貴公司將就自本服務取得之結果負責；及2)使聯想得充分、免費且安全存取貴公司設備，以使聯想履行本公司之義務。

C4. Your access to this Service(s) will end, as indicated by the part number that you ordered, from the date on your Lenovo Machine's sales receipt or your Lenovo Maintenance Lenovo Services sales receipt, unless Lenovo informs you otherwise in writing. For a non-Lenovo Machine, your access to this Service(s) will end either one or three years as indicated by the part number that you ordered, from the date you activate this Service(s).

C4. 貴公司使用本服務之期間，如貴公司所購買之序號所示，將自貴公司之聯想機器銷售收據或聯想維護服務銷售收據上所載日期起結束，除聯想另行以書面通知貴公司者，不在此限。就非聯想機器，貴公司使用本服務之期間，如依貴公司訂購之序號所示，於貴公司啟動本服務一年或三年後結束。

#### C5. Reports

Lenovo grants you an irrevocable, nonexclusive, paid up license to use, execute, reproduce, display, perform and distribute within your Enterprise only copies of the Microcode Support Plan ("Materials") that will be delivered under the Microcode Services. Lenovo or its suppliers will own all right, title and interest including ownership of the copyright in the Materials. All Lenovo's pre-existing materials remain Lenovo's sole property.

#### C5. 報告

聯想授予貴公司不可撤銷、非專屬及已付款之授權，得於貴公司企業內部使用、執行、重製、展示、執行及散布於微程式服務下所提供之微程式支援計畫（下稱「本資料」）複本。聯想或其供應商仍將擁有所有權利、所有權及利益，包括擁有本資料之著作權。所有聯想之既存資料皆仍為聯想單獨所有之財產。

### 4.4. Other Services – Enterprise Software Support - also known as Remote Technical Support

其他服務 – 企業軟體支援 – 或稱「遠端技術支援」

#### a. Service Description

服務說明

Lenovo will provide you remote assistance, via telephone, in response to your requests pertaining to the following:

- i. basic, short duration installation, usage, and configuration questions;
- ii. questions regarding Lenovo Supported Product publications;
- iii. diagnostic information review to assist in isolation of a problem cause;

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- iv. code-related problem questions; and
- v. for a known defect, available corrective service information and program fixes which you are entitled to receive.

聯想將以電話提供遠端協助予貴公司，以回應貴公司下列要求：

- i. 基礎、短期安裝、使用及規格問題；
- ii. 聯想支援產品出版品之相關問題；
- iii. 診斷訊息審核，以協助釐清鎖定問題肇因；
- iv. 程式碼相關問題；及
- v. 就已知瑕疵，提供貴公司有權取得之可能修正服務資訊及修復程式。

When you report a problem on covered non-Lenovo Software Supported Products, we will assist you in isolating the problem cause and provide you recovery information, if available, from the vendor.

當貴公司回報涵蓋範圍內之非聯想軟體支援產品之問題，本公司將協助貴公司釐清鎖定問題肇因，並將自供應商取得之復原資訊提供予貴公司。

We will provide, for covered non-Lenovo software Supported Products, corrective service information and program fixes, if available, and we are authorized to provide to you, for known defects. If a new (unknown) defect is identified, we will report it to the appropriate vendor and notify you of our actions. At this point, we will consider our support requirements fulfilled. Resolution of these problems is the responsibility of the vendor.

就涵蓋範圍內之非聯想軟體支援產品，本公司將就其已知瑕疵，且已獲授權得提供予貴公司之修正服務資訊及修復程式，提供該等資訊予貴公司。如有發現新的（未知的）瑕疵時，我方將向適當之供應商回報，並通知貴公司本公司之行動。此時，本公司將視為已履行其支援義務。解決該等問題應屬該供應商之責任。

## b. Supported Product List

支援產品清單

Response criteria and hours of coverage may vary by Service. For further details on the Supported Product List, please refer to the following link at <https://support.lenovo.com/gb/en/solutions/ht116628>

不同之本服務所包含之回覆標準及時間可能有異。請至下列連結查詢詳細支援產品清單：

<https://support.lenovo.com/gb/en/solutions/ht116628>

Lenovo's initial response may result in resolution of your request, if not; we will use commercially reasonable efforts to achieve technical resolution of your request.

聯想之最初回覆即可能解決貴公司之請求；若否，本公司將盡商業上合理努力對貴公司之請求進行技術上解決。

## c. Your responsibilities

貴公司之義務

You agree to:

- i. ensure you are properly licensed to all software products for which you request assistance;
- ii. provide us with all relevant and available diagnostic information (including product or system information) pertaining to software problems you request assistance with;
- iii. understand that access for this Service will end either one, two, three, four or five years, as indicated by the part number that you ordered, from the date on your Lenovo Machine's sales receipt or your Lenovo Software Services sales receipt, unless Lenovo informs you otherwise in writing; and
- iv. provide us with appropriate remote access to your system so that we can assist you in isolating and resolving the software problem. You agree to grant Lenovo permission to access your system remotely and that you will be responsible for adequately protecting your system and all data contained therein. Lenovo shall bear no liability whatsoever for any data viewed by or lost as a result of Lenovo's remote access to your systems as described herein.
- v. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Service from access by unauthorized personnel; and be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which Lenovo will have access during the Service, including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes;

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- vi. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to Lenovo.
- vii. if you make available to Lenovo any facilities, software, hardware or other resources in connection with Lenovo's performance of the Service, you agree to obtain any licenses or approvals related to these resources that may be necessary for Lenovo to perform the Service. Lenovo will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse Lenovo for any reasonable costs and other amounts that Lenovo may incur from your failure to obtain these licenses or approvals.
- viii. safeguard or remove any data or information on Products or Parts thereof (including but not limited to confidential information, password protection, encryption, data backup, etc.) prior to service by Lenovo. In no event shall Lenovo assume any risk or liability for data loss or information on Products or any parts thereof to which Lenovo may be provided access in the course of Services to be provided hereunder.
- ix. You are responsible for i) any data and the content of any database that you make available to Lenovo in connection with the Service, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery and integrity of the database and any stored data. In no event, shall Lenovo have any liability for any lost or stolen data or the content of any database.

貴公司同意：

- i. 確保貴公司就其請求協助之軟體產品皆有適當授權；
- ii. 就貴公司請求協助之軟體問題，提供本公司所有相關且可取得之相關診斷資訊（包含產品或系統資訊）；
- iii. 瞭解就本服務之使用期間將依貴公司訂購之序號而定，於貴公司之聯想機器銷售收據或聯想軟體服務銷售收據上所載之日期起，一年、二年、三年、四年或五年後結束，但聯想另行以書面通知貴公司者，不在此限；及
- iv. 提供適當的遠端存取權限進入貴公司系統，以協助協助貴公司釐清鎖定問題肇因。貴公司同意授權聯想遠端存取貴公司系統，且貴公司將負責妥善保護貴公司之系統及內部儲存之資料。聯想於任何情形下，對於因前述聯想遠端存取貴公司系統，而造成資料遭查看或遺失，均不負擔任何責任。
- v. 就所有資料庫之內容、資料庫存取及使用之篩選及執行、儲存資料之備份、復原及安全性自行負責。此安全性將包含所有為保全本服務中使用之軟體及資料的完整性及安全性，及避免未經授權者存取之必要程序；並應負責辨識、解釋、遵守，任何影響聯想得於本服務期間存取之貴公司現有系統、應用程式、程式或資料所適用之法律、法規及法條，包含得適用之資料隱私、進口及出口法律規定。貴公司有責任確保系統、應用程式、程式及資料符合前述法律、法規及法條；
- vi. 揭露其員工資訊或其他人員資訊或資料予聯想前，取得所有必要之同意，並依適用法律之要求(包括但不限於資料隱私法)採取其他必要行為。
- vii. 若貴公司允許聯想存取任何與履行本服務相關之設備、軟體、硬體或其他資源，貴公司同意應取得聯想履行本服務所需資源的相關授權或核准。若貴公司未能及時取得前述授權或許可時，聯想將不負因此所生之責任。貴公司同意支付聯想之合理支出，及其他因貴公司未能取得前述授權或許可所生之費用。
- viii. 於聯想進行服務前，保護或移除產品或零件上之任何資料或資訊（包含但不限於保密資訊、密碼保護、加密及資料備份等）。在任何情形下，就提供本服務之過程中聯想得存取之產品或零件資料，聯想均不承擔其資料遺失風險或責任。
- ix. 貴公司應負責：i)貴公司允許聯想就本服務而得存取之資料庫的任何資訊及內容，ii)選取及實施就資料存取、安全性、加密、使用及傳輸之程序及控制，及iii)資料庫及儲存資料的備份、復原及完整性。聯想於任何情形下，就資料或資料庫內容之遺失或遭竊，不負任何責任。

#### 4.5. Other Services – Hardware Installation Services

其他服務 – 硬體安裝服務

Lenovo offers onsite hardware installation services for Lenovo Server, Storage and Networking products. These services offerings provide basic hardware installation of new Lenovo branded equipment purchased from Lenovo or an authorized Lenovo Business partner for the following Lenovo supported devices:

- Tower Servers
- Rack Servers

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- Rack Enclosures
- Storage products
- Network products
- Installation of rack-compatible equipment into the rack enclosure

联想为联想服务器、存储和网络产品提供现场硬件安装服务。对于从联想或以下联想支持设备的授权联想业务合作伙伴处购买的联想品牌新设备，这些服务产品可为其提供基本的硬件安装：

- 直立式伺服器
- 機架式伺服器
- 機架及機櫃
- 儲存產品
- 網絡產品
- 將相容於櫃架及機櫃之設備安裝於機架及機櫃內

Lenovo may dispatch an onsite technician to perform the physical rack installation. Once onsite, the Lenovo technician may:

- Install the equipment at the customer location as specified by the purchased service offering
- Connect the equipment to customer-supplied power
- Ensure the equipment is operational
- Check the firmware level and upgrade if needed
- Remove packaging materials post-installation
- Install Operating System (If purchased as part of Hardware Installation Plus)

联想可能派遣现场技术人员支持物理机架安装。到达现场后，联想技术人员可能

- 依所購買之服務提供範圍，於客戶地點安裝設備
- 將該設備連接至客戶提供之電源
- 確保該設備可正常運作
- 確認韌體等級並於需升級時進行升級
- 於安裝後移除包裝材料
- 安裝操作系统（如果已作为 Hardware Installation Plus 的一部分购买）

Customer responsibilities:

- Complete the Lenovo-supplied pre-installation checklist. Contact your local PM for assistance. Their contact information can be found at the following link:  
<https://support.lenovo.com/gb/en/solutions/ht116628>
- Ensure equipment to be installed is moved to the proper location at the customer site
- move equipment from a loading dock or other location to the final installation location as Lenovo engineers will not do this
- Provide compatible power for the equipment to be installed
- Provide an internet connection for the installation technician to use as needed to complete the installation
- Provide adequate physical space for the equipment to be installed
- Furnish cabling as needed to facilitate the installation
- Provide a designated contact for the installing technician
- Ensure safe access to the installation site for the Lenovo technician
- Confirm installation scheduling

客戶責任：

- 完成联想提供之安裝前確認清單。如需協助，請與當地 PM 聯絡，其聯絡方式請參照下列連結中：
- <https://support.lenovo.com/gb/en/solutions/ht116628>
- 確保需安裝之設備已移至客戶所在地之適當地點
- 將設備自卸貨碼頭或其他地點卸下，移至最終安裝地點。联想工程師不處理此部份工作
- 提供相容於需安裝設備之電源
- 提供安裝技師完成安裝所需之網路連線
- 提供需安裝設備之適當安放空間

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- 配置俾便安裝所需之管線
- 為安裝技師提供專屬聯絡人
- 確保聯想技師安全抵達安裝地點
- 確認安裝時程

If the Lenovo technician arrives at the site and the customer responsibilities are not met, preventing the successful installation of the equipment, trip charges may apply and the installation will be subject to rescheduling. Customer may request additional services not described on the original invoice. Such additional services shall be in writing and shall incur additional charges.

若聯想技師到達現場時客戶義務尚未完成，而妨礙設備之成功安裝，將收取差旅費並重新安排安裝時程。客戶得要求原始發票上未記載之額外服務。該等額外服務將以書面記載並收取額外費用。

#### 4.5.1 Other Services - Deployment Services

##### 其他服務 – 安裝服務

Lenovo offers Deployment Services for Lenovo Server, Storage, Networking products as well as ThinkAgile solutions. These services provide deployment and configuration of operating system and selected applications.

These Deployment Services can be provided by Lenovo or a Lenovo authorized partner (“Consultant”) onsite or remotely:

- Conduct preparation and services planning with Customer
- Perform initial green light health check
- Verify and update product or solution to the recommended product or solution level (where applicable)
- Onsite or remote implementation of the operating system and selected application (where applicable)
- Lenovo XClarity (where applicable, if purchased)
- Basic network configuration for integration (see pre-Deployment survey for details where applicable/if purchased)
- Knowledge transfer (where applicable)
- Provide Post Installation Documentation

聯想針對聯想伺服器、儲存、網絡產品及 ThinkAgile 解決方案提供安裝服務。本服務提供操作系統及所選應用程式的安裝及配置。本服務得由聯想或聯想所授權之合作夥伴（下稱「顧問」）到府或遠端提供：

- 與客戶進行準備及服務規劃
- 執行初步健檢
- 核對及更新產品或解決方案至建議的產品或解決方案級別（如有適用）
- 到府及遠端實施操作系統及所選應用程式（如有適用）
- 聯想 XClarity (如有購買及適用)
- 用於整合之基本網路配置（詳請參閱安裝前調查，如有購買及適用）
- 知識傳輸（如有適用）
- 提供安裝後文件

For detailed scope of Deployment Service of particular product or solution, review the pre-Deployment survey provided by your Lenovo products Sales representative or partner.

有關特定產品或解決方案之詳細安裝服務範圍，請查閱聯想產品銷售代理人或合作夥伴所提供的安裝前調查。

##### Customer responsibilities:

- Review and complete the Lenovo supplied pre-Deployment survey which will be provided to you by your Sales representative or sent to you by a local Deployment Services Project Manager or Consultant. The completed survey must be returned prior to schedule commitment by Lenovo or Consultant. The survey is also available at <https://support.lenovo.com/fr/en/solutions/ht116628>.
- Ensure equipment is already properly installed and powered on at the customer site
- Provide an internet connection for the Consultant to use as needed to complete the deployment
- Provide a designated contact for the Consultant
- Ensure safe access to the installation site for the Consultant
- Confirm deployment scheduling
- Safeguard Customer data (including but not limited to confidential information, password protection, encryption, data backup, etc.) prior to Services by Lenovo. In no event shall Lenovo assume any risk or liability for data loss or data breach.



( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- Ensure you are properly licensed to all software products for which you request deployment assistance
- If you make available to Lenovo any facilities, software, hardware or other resources in connection with Lenovo's performance of the Deployment Service, you agree to obtain any licenses or approvals related to these resources that may be necessary for Lenovo to perform the Deployment Service. Lenovo will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse Lenovo for any reasonable costs and other amounts that Lenovo may incur from your failure to obtain these licenses or approvals.
- Provide Lenovo with appropriate remote access to your system so that we can assist you with Deployment Services if required
- Obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to Lenovo.
- Responsible for
  - any data and the content of any database that you make available to Lenovo in connection with the Deployment Service,
  - the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data
  - backup and recovery and integrity of the database and any stored data. In no event, shall Lenovo have any liability for any lost or stolen data or the content of any database.
- Within three (3) business days from receipt of completion notification to report in writing any deficiencies to Lenovo. Failure to provide notice of any deficiencies within such period shall deem Deployment Services accepted and complete.

#### 客戶責任：

- 檢閱並完成聯想提供的安裝前調查，該調查將由您的銷售代理人提供或由當地安裝服務計畫經理或顧問發送給您。完成的調查必須在聯想或顧問承諾時程之前交回。  
該調查亦可於 <https://support.lenovo.com/fr/en/solutions/ht116628> 網站取得
- 確保設備已在客戶現場正確安裝並打開電源
- 提供顧問需要的網路連線以完成安裝
- 提供顧問專屬聯絡人
- 確保顧問安全進入安裝場所
- 確認安裝時程
- 於聯想提供服務前，保護客戶資料（包括但不限於保密資訊、密碼保護、加密及資料備份等）  
於任何情形下，聯想均不承擔資料遺失或洩漏的風險或責任
- 確保您就請求安裝協助之軟體產品皆有適當授權
- 若您使聯想接觸任何與履行安裝服務相關之設備、軟體、硬體或其他資源，您同意取得聯想履行安裝服務所需的相關授權或核准。若您未能及時取得前述授權或許可時，聯想將不負因此所生之責任。您同意補償聯想因您未能取得前述授權或許可之合理支出及其他所生之費用
- 如有需要時，提供聯想適當的遠端進入您系統之連線，以便我們協助您安裝服務
- 揭露員工資訊或其他人員資訊或資料予聯想前，取得所有必要之同意，並依所適用法律之要求(包括但不限於資料隱私法律)採取其他必要行為
- 對以下事項負責：
  - 任何您允許聯想就本安裝服務得接觸之資料庫資訊及內容
  - 選取及實施就資料存取、安全性、加密、使用及傳輸之程序及控制，
  - 資料庫及儲存資料的備份、復原及完整性。聯想於任何情形下，就資料或資料庫內容之遺失或遭竊，不負任何責任
- 應在收到完成通知後的三(3)個工作日內以書面向聯想報告任何瑕疵。如未在該期限內發出任何瑕疵通知，應視為已接受並完成本服務

Deployment Services do not include but may be purchased separately:

- Hardware Installation Services
- Additional Data or workload migration
- Backup/Recovery or disaster recovery implementation

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- Training Services
- Assistance with Customer documentation, processes and standard operating procedures.
- Troubleshooting network connectivity problems

If the Consultant arrives at the site and any of the above customer responsibilities are not met which prevent the successful deployment then the services will be subject to rescheduling and additional charges shall apply.

Customer may request additional services not described in the Pre-Deployment survey by submitting a Project Change Request (PCR) Form or requesting a standalone Statement of Work (SOW). Such additional services shall incur additional charges.

本安裝服務不包括(但可另行購買)：

- 硬體安裝服務
- 額外之資料或工作移轉
- 備份/還原或災害復原實施
- 訓練服務
- 協助客戶文件、流程及標準操作程序
- 解決網絡連線問題

若顧問到達現場後，因客戶前述義務尚未完成而妨礙成功安裝時，將可能重新安排安裝時程並應額外收取費用。客戶得提交項目改變要求表單(PCR)或請求獨立的工作聲明(SOW)，要求本服務調查未記載之額外服務。該等額外服務將收取額外費用。

#### 4.6. Other Services – Software Support for Lenovo StorSelect Software Defined Storage

其他服務 – 聯想 **StorSelect Software Defined Storage** 之軟體支援

##### a. Service Description

服務說明

Lenovo will provide the following support through remote assistance, via telephone, in response to your requests pertaining to the following:

- Provide information about installation, configuration and use of the StorSelect Software
- Initial problem determination;
- Gathering logs and error messages generated by the StorSelect Software;
- Database search for known problems;
- Initial troubleshooting to isolate hardware or software issue;
- Notify customers of the availability of new software release and enhancement.

聯想將以電話提供遠端協助予貴公司，以回應貴公司下列要求：

- 提供關於安裝、規格及**StorSelect Software**使用之相關問題；
- 初步問題判斷；
- 蒐集**StorSelect Software**所產生的登錄檔及錯誤訊息；
- 就已知問題進行資料庫搜尋；
- 初步疑難排解以隔離硬體及軟體問題；
- 通知客戶新軟體的發布及升級。

##### b. Your responsibilities

貴公司之義務

You agree to:

- Have appropriate licenses to the software products for which you request assistance;
- Provide Lenovo with all relevant and available diagnostic information (including product or system information)
- Understand that access for this Service will end, as indicated by the part number that you ordered, from the date of purchase as indicated on your invoice.
- Provide Lenovo with remote access to your system. You agree to grant Lenovo permission to access your system remotely and that you will be responsible for adequately protecting your system and all data contained therein. You shall be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

procedures necessary to safeguard the integrity and security of software Obtain any necessary consent and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to Lenovo.

- v. If you make available to Lenovo any facilities, software, hardware or other resources in connection with Lenovo's performance of the Service, you agree to obtain any licenses or approvals related to these resources that may be necessary for Lenovo to perform the Service. Lenovo will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse Lenovo for any reasonable costs and other amounts that Lenovo may incur from your failure to obtain these licenses or approvals.
- vi. Safeguard or remove any data or information on Products or parts thereof (including but not limited to confidential information, password protection, encryption, data backup, etc.) prior to service by Lenovo. In no event shall Lenovo assume any risk or liability for data loss or information on Products or any parts thereof to which Lenovo may be provided access in the course of Services to be provided hereunder.

貴公司同意：

- i. 貴公司就其請求協助之軟體產品皆有適當授權。
- ii. 提供聯想所有相關且可取得之相關診斷資訊 ( 包含產品或系統資訊 ) 。
- iii. 瞭解就本服務之使用期間將依貴公司訂購之序號而定，應自貴公司收據上所載之購買日期起算。
- iv. 提供聯想遠端存取權限進入貴公司系統。貴公司同意授權聯想遠端存取貴公司系統，且貴公司將負責妥善保護貴公司之系統及內部儲存之資料。就所有資料庫之內容、資料庫存取及使用之篩選及執行、儲存資料之備份、復原及安全性，貴公司應自行負責。此安全性將包含所有為保全本服務中使用之軟體及資料的完整性及安全性。揭露其員工資訊或其他人員資訊或資料予聯想前，取得所有必要之同意，並依適用法律之要求(包括但不限於資料隱私法)採取其他必要行為。
- v. 若貴公司允許聯想存取任何與履行本服務相關之設備、軟體、硬體或其他資源，貴公司同意應取得聯想履行本服務所需資源的相關授權或核准。若貴公司未能及時取得前述授權或許可時，聯想將不負因此所生之責任。貴公司同意支付聯想之合理支出，及其他因貴公司未能取得前述授權或許可所生之費用。
- vi. 於聯想進行服務前，保護或移除產品或零件上之任何資料或資訊 ( 包含但不限於保密資訊、密碼保護、加密及資料備份等 )。在任何情形下，就提供本服務之過程中聯想得存取之產品或零件資料，聯想均不承擔其資料遺失風險或責任。

#### 4.7. Other Services – International Warranty Service Upgrade

##### 其他服務 – 國際保固服務升級

International Warranty Service Upgrade (“IWS Upgrade”) enables customers to receive Service in eligible markets other than the market in which the Service was purchased. The length of IWS Upgrade is based upon the original warranty period assigned in the market of origin where the machine type was first sold. The Service delivery will be determined by the destination market subject to Service capabilities and parts availability in the destination market. Lenovo makes no commitment that the same method of service purchased in the original market will be provided in the destination market. Service procedures vary by market, and some service and/or parts may not be available in all markets. This may result in select parts being replaced by local market equivalents. Certain markets may require additional documentation, such as proof of purchase or proof of proper importation, prior to service delivery. Contact Lenovo or a service provider for details on availability. This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

國際保固服務升級 ( 下稱「IWS升級」 ) 使客戶得於並非服務購買國之合格市場境內取得服務。IWS升級之長度係以該機器型號最初出售之原產市場所授與之原始保固期間為準。服務之提供將依目的市場決定，並依目的市場之服務能力與零件取得而定。聯想不保證將可於目的市場提供如原產市場所購買之相同服務期間。服務程序依市場而不同，部份服務及/或零件可能並非於所有市場皆能取得。此可能導致選定之零件將以當地市場之相等品替換。特定市場可能於提供服務之前要求其他文件，例如購買證明或合法進口證明。欲知可取得之細節，請與聯想或服務提供者聯絡。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品的地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長30日內無法提供。

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

#### 4.8. Other Services – Technical Account Management (“TAM”)

##### 其他服務 – 技術帳戶管理 ( 下稱「TAM」 )

Lenovo shall provide Technical Account Management by an assigned single point of contact. The technical account manager assigned by Lenovo shall provide consulting and post-sales life-cycle management on Lenovo products.

聯想應由一名經指定之單一聯絡窗口提供技術帳戶管理。由聯想指定之技術帳戶管理人應就聯想產品提供諮詢及產品週期售後管理。

##### a. Service Description:

服務說明

##### Lenovo shall:

##### 聯想應：

- a) provide direct access to an assigned account manager who shall act as a single point of contact for Customer
  - b) provide escalation management for incident management issues
  - c) provide business review meetings with the customer either once (1) per quarter or on mutually agreed upon meeting frequency
  - d) provide mutually agreed Customer support plan to cover all of Lenovo entitled products
  - e) provide recommendations in the areas of the Customer's support service experience, service delivery metrics and desired service outcomes.
- a) 提供指定之帳戶管理人之直接聯絡方式，其應擔任客戶之單一聯絡窗口
  - b) 提供事件管理問題之升級管理
  - c) 提供與客戶召開之業務審查會議，應每季召開一次或以經雙方同意之頻率召開會議
  - d) 提供雙方同意之客戶支援計畫以涵括所有聯想對其有權利之產品
  - e) 於客戶支援服務經驗、服務提供衡量及所期待之服務結果等領域提供建議。

##### b. Customer responsibilities:

客戶責任：

##### Customer Shall:

##### 客戶應：

- a) Hold an active Lenovo Data Center maintenance contract
  - b) provide a current list of all Lenovo product inventory
  - c) provide a list of key contact personnel and their contact information
- a) 持有有效聯想數據中心維護合約
  - b) 提供現有所有庫存聯想產品之清單
  - c) 提供主要聯絡人員及其聯絡資訊之清單

#### 4.9. Other Services – Premier Support Service (“Premier Support” or “Premier”)

##### 其他服務 – 頂級支援服務 ( 下稱「頂級支援」或「頂級」 )

Premier Support shall include:

頂級支援應包括：

- Access on a 24x7 basis (including holidays) for select markets and select languages to Lenovo Customer service and support of Lenovo Products.
- 全年 ( 包括假日 ) 皆可於選定市場境內並以選定語言取得聯想客戶服務及聯想產品之支援。

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- Access to a Premier Support consultant to act as single point of contact (“SPOC”) to address Customer reported issues to Lenovo. A SPOC means a person or department serving as the focal point or coordinator of information.
- 取得頂級支援顧問擔任單一聯絡窗口（下稱「SPOC」），將客戶回報之問題向聯想說明。SPOC意指擔任資訊集中點或協調者之一名個人或一個部門。
- Access to third-party collaborative software support on Lenovo solution where Customer has purchased third-party software as part of a Lenovo solution. If Customer opens a service request with Lenovo and Lenovo determines that the problem arises in connection with an eligible third-party vendor's software commonly utilized in conjunction with Lenovo products covered by an active Lenovo warranty or maintenance contract, Lenovo will provide third-party collaborative software support under which Lenovo: (i) serves as a SPOC; (ii) contacts the third-party vendor on Customer's behalf; (iii) provides problem determination information to third-party vendor; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible). To be eligible for third-party collaborative software support, Customer must have the appropriate active support agreements and entitlement directly with the respective third-party vendor. Once reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **LENOVO IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.**
- 於客戶已購買作為聯想解決方案之一的第三方軟體時，可就聯想解決方案取得第三方合作軟體支援。若客戶向聯想發出服務請求，且聯想判斷該問題之發生與合格第三方供應商之軟體有關，且該軟體通常與在有效聯想保固或維護合約範圍內之聯想產品共同使用時，聯想將提供第三方合作軟體支援，聯想依該支援：(i)擔任 SPOC；(ii)代表客戶聯絡第三方供應商；(iii)向第三方供應商提供問題判斷資訊；並(iv)持續監控問題並（於合理可能時）自第三方供應商取得狀態及解決方案。如欲合格取得第三方合作軟體支援，客戶應直接向相應第三方供應商取得適切且有效之支援合約及權利。提出報告以後，就有關客戶問題解決方面，第三方供應商即單獨負責提供所有技術上或其他方面之支援。聯想不就其他供應商之產品或服務之性能負責。
- Access to remote system analysis report on Customers' Lenovo solution. Parties shall mutually agree on system requirements and access levels required to obtain system analysis report. Customers must provide systems information to Lenovo for remote system analysis report.
- 就客戶之聯想解決方案取得遠距系統分析報告。雙方當事人應就取得系統分析報告之系統需求及所需權限等級達成合意。客戶應向聯想提供系統資訊以取得遠距系統分析報告。

#### **Premier Support does not include:**

#### **頂級支援並不包括：**

- Project management or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance.
- Remote system analysis report does not include remediation or resolution of any issues.
- 專案管理或行政協助。
- 例如安裝、解除安裝、變更地點、預防性維護、訓練協助等行為。
- 遠端系統分析報告並不包括對任何問題進行修正或解決。

## **5. Lenovo Business Partners**

### 聯想業務合作夥伴

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

聯想得與供應商及經銷商（下稱「聯想業務合作夥伴」）簽訂契約，就特定服務進行宣傳、行銷及支援；但前述業務合作夥伴及供應商皆係獨立且與聯想有所區隔。聯想不就業務合作夥伴之行為或陳述負責，亦不就業務合作夥伴對貴公司所負義務、或業務合作夥伴依其合約向貴公司供應產品或服務相關義務負責。

### **5.1 Purchase of Service from a Lenovo Business Partner**

#### 向聯想業務合作夥伴購買本服務

When you purchase Service from a Business Partner, the Business Partner establishes the charges for the Service and the terms governing the payment of the charges.

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

當貴公司向業務合作夥伴購買本服務，本服務所需費用將由業務合作夥伴收取，並依其收費相關條款規範。

## 6. Purchase of Service from Lenovo

向聯想購買本服務

Payment must be made to Lenovo for these Services. 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.

本服務之費用應向聯想支付。除以信用卡及簽帳卡支付之交易外，費用將於收到付款通知時收取。貴公司同意依付款通知內容支付包含遲延費在內之費用。貴公司依本合約購買所生之稅金皆應由貴公司負責。

## 7. Lenovo Return/ Cancellation Policy

聯想退貨/取消政策

You may cancel this Service within 30 days of purchase date and obtain a refund or credit unless you have registered or used the Service. To qualify for this refund (or credit, if appropriate), you must notify Lenovo or your seller within 30 days of the purchase date. A copy of your invoice must accompany the return.

自購買日起30日內，貴公司得取消交易並取得退款或折讓，但貴公司已註冊或使用本服務者，不在此限。欲符合退款（或於得適用時取得折讓），貴公司需於購買日起30日內通知聯想或貴公司之經銷者。退貨時需附貴公司付款通知之複本。

## 8. Availability of the Service

取得本服務管道

Service availability may be found at [www.lenovocator.com](http://www.lenovocator.com). Due to geographical limitations, the specified level of warranty service may not be available in all worldwide locations. If service availability is indicated, certain geographical limitations in locations such as islands, remote regions or where Lenovo regularly has no trained personnel may apply. In such circumstances and where specified by Lenovo, you will be charged for travel/waiting time at Lenovo's then applicable hourly services rate, together with any travel expenses incurred but with no additional charge for replacement parts. Contact your Lenovo Representative or Reseller for details on availability for market and location specific information. If service availability is not indicated, Lenovo may still be able to service your unique requirements, but extra charges may apply. Contact your Lenovo Representative or Reseller for details on availability for market and location specific information.

取得本服務之方式請參 [www.lenovocator.com](http://www.lenovocator.com)。因地理環境限制，特定保固服務等級可能並非於全世界皆有提供。如顯示可提供服務，可能存在特定地理環境限制例如島嶼、偏遠地區或聯想通常並未派駐受過訓練人員之處。於此種情形且經聯想特別規定時，貴公司將就差旅/等待時間被依聯想當時適用之每小時服務費率收費，以及任何因此所生之差旅費用，惟就更換零件並不另行收費。欲知特定市場之詳細取得服務資訊，請聯繫貴公司之聯想代表或經銷商。如未顯示可提供服務，聯想可能仍可為貴公司之特別需求服務，惟可能收取額外費用。欲知特定市場之詳細取得服務資訊，請聯繫貴公司之聯想代表或經銷商。

## 9. Withdrawal of Service

本服務之撤回

Lenovo may withdraw part or all of any Services specified herein on one 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 otherwise you must contact your Lenovo Business Partner for a refund.

聯想得以一個月前通知貴公司，撤回本服務之一部或全部。若貴公司已支付全額費用，且聯想尚未完整提供本服務予貴公司，而聯想仍擬撤回者，則在直接向聯想購買之情形時，聯想將依比例退款予貴公司，否則，請聯繫貴公司之聯想業務合作夥伴請求退款。

## 10. End of Service (“EOS”)

結束服務 (“EOS”)

You acknowledge that some of the Eligible Products may have a limited life span or commercial use for which Lenovo might not be able to provide the Services under this Agreement during the entire Term of this Agreement. For such Eligible Products for which Lenovo has announced the end of Services (“EOS”) considering a three (3) months notification, Lenovo will provide the Services using its reasonable commercial endeavours. If Lenovo finds itself unable to provide Services and solve the problem for such Eligible Products, the relevant Eligible Product will be withdrawn from the Services under this Agreement without further obligations of the Parties

您承認，部分合格產品的使用壽命或商業用途可能有限，聯想可能無法在本協議的整個期限內提供本協議項下的服務。對於聯想已宣

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

布结束服务的合格产品 ( 以下简称 “EOS” )，考虑到三 ( 3 ) 个月的通知，联想将尽其合理的商业努力提供服务。如果联想认为自己无法为该等合格产品提供服务和解决问题，则相关合格产品将退出本协议项下的服务，双方不再承担任何义务。

## 11. Warranty of Services

### 服務保證

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

聯想保證，就適用之聯想服務於本合約中所述之任務內容，將以合理注意義務及技術履行本服務。貴公司並同意於本公司未遵守本保證時，及時以書面通知。

**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.**

於適用法規允許之前提下，本保證為貴公司之唯一保證並取代任何其他明示或默示之保證或條款，包含但不限於默示之可售性或可合於特定使用目的、或任何未侵權之保證或條款。所有軟體及第三方產品皆依其現狀提供予貴公司，並不附任何保證或條款。第三方製造商、供應商、授權人或發行者得自行向貴公司提供其保證。

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

聯想不保證本服務可不中斷或無任何錯誤地執行，亦不保證聯想可修正所有瑕疵。

## 12. Limitation of Liability

### 責任限制

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.

於聯想方違約或有其他責任之情形下，貴公司有權向聯想請求損害賠償，無論貴公司得向聯想請求損害賠償之基礎為何 ( 包括重大違約、過失、不實陳述，或基於其他合約或侵權請求 )，聯想就各服務所生或與之相關，或本合約所生之全部請求的累積責任，不得超過實際直接損害數額，並應以該請求相關之本服務中所收取之費用為上限。該限制亦適用於聯想承包商或經銷商，並為聯想、其經銷商及承包商共同負責之額度上限。下列金額則不受損害賠償上限金額之拘束：a) 身體傷害 ( 包括死亡 ) 之損害；b) 不動產之損害；及c) 聯想應單獨負法定責任之有形個人財產之損害。

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. special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- c. lost profits, business, revenue, goodwill, or anticipated savings.

除法律明示規定不得以契約放棄者外，縱經告知下列事項可能性，聯想、其經銷商及承包商於任何情形下均不對下列任一事項負責：

- a. 資料之滅失或毀損；
- b. 特殊、附帶、懲罰性或間接損害，或任何間接經濟損失；或
- c. 利潤、業務、收入、商譽或可預期節省金額之損失。

### 13. General

#### 一般條款

- 13.1. Lenovo reserves the right to subcontract Services, or any part of them, to subcontractors selected by Lenovo.
- 13.2. To the extent applicable to this transaction, each of us is responsible for the supervision, direction, control, and compensation of our respective personnel.
- 13.3. 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.
- 13.4. Each of us is free to enter into similar agreements with others.
- 13.5. 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.
- 13.6. You agree not to resell the Service. Any attempt to do so is void unless agreed in writing by Lenovo.
- 13.7. You are responsible for selecting the Services that meet your needs and for the results obtained from the use of the Services.
- 13.8. 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.
- 13.9. Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.
- 13.10. Neither of us grants the other the right to use its (or any of its enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- 13.11. 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.
- 13.12. Lenovo's obligation to provide Service is conditional upon your completion of the Registration and Activation for Services process.
- 13.13. 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. 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 decline to receive any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any market 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.
- 13.14. Each of us will comply with any laws and regulations that are applicable to this Agreement.
- 13.15. Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. 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.
- 13.16. 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.
- 13.17. 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.
- 13.18. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- 13.19. This Agreement is composed in the English language only, which language shall be controlling in all respects. In the event of any conflict or discrepancy between the English version and Chinese version of this Agreement, the English version shall prevail.
- 13.1 聯想保留將本服務或本服務之任何部份委外予其選擇之承包商處理之權利。
- 13.2 於適用於本交易之範圍內，雙方當事人應負責監督、指導、控制其各自人員及給付其報酬。
- 13.3 雙方當事人得以電子方式與他方溝通，且在適用法律允許之範圍內，此溝通應被視為等同於書面簽署之文件。電子文件中所含之身分代碼(下稱「使用者代碼」)依法業足以確認傳送方之身分及文件的真實性。
- 13.4 各方當事人得自行與他人簽署類似之合約。
- 13.5 各方當事人僅授予他方依任何得適用之授權合約所指定之授權及權利，且並未直接或默示授予他方其他授權或權利(包括授權或其他專利下之權利)。
- 13.6 貴公司同意不轉售本服務，未經聯想書面同意之轉售不生效力。
- 13.7 貴公司應負責選擇符合其需求之本服務及利用該服務所生之結果自行負責。



(中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。)

- 13.8 除非適用之當地法律另有要求，於訴因發生超過二年後，雙方當事人將不會提起法律訴訟，無論其形式或是否係因本合約或交易所生或與之相關。於該等時效經過後，除適用之法律另有要求且無法以契約放棄或限制，任何因本合約或交易所生之法律訴訟，及與該等訴訟相關之所有權利均應消滅。
- 13.9 雙方當事人因其無法控制之事由而無法履行其義務，均不負責。
- 13.10 未經事前書面同意，雙方當事人均未授權他方使用其（或任何其所屬企業）之商標、營業名稱或其他用於促銷或出版物之名稱。
- 13.11 若本合約之任何條款有無效或無執行力時，本合約其他條款仍有完全效力。
- 13.12 **Lenovo** 提供服務的義務取決於您完成“服務註冊和激活”過程。
- 13.13 為處理並完成與貴公司之交易，聯想及其關係企業、業務合作夥伴、經銷商及承包商得處理、儲存及使用貴公司交易資訊及聯絡資訊，包括姓名、電話號碼、地址及電子郵件地址。本公司並得聯絡貴公司通知任何有關產品召回、安全性問題或售後服務事宜。於當地法規允許範圍內，本公司得使用前述資訊以詢問貴公司對本公司產品或服務之滿意度或提供貴公司有關其他產品及服務之訊息。貴公司得隨時拒絕收取任何其他此類來自本公司之聯繫。為達成前述目的，本公司可能將貴公司之資訊傳輸至任何本公司營運業務之市場境內；本公司並可能提供該等資料予代表本公司為行為之實體；於法律要求時本公司並可能揭露該資訊。但本公司未經貴公司同意，不會出售或為任何第三人之直接行銷目的，另行向任何第三人傳輸自貴公司取得之個人可識別資料。
- 13.14 雙方當事人均應遵守本合約適用之法律及法規。
- 13.15 未經他方書面同意前，雙方當事人均不得轉讓本合約之全部或一部，且任何該等行為均不生效力。雙方當事人亦不得無理由而拒絕同意。任一方當事人均得透過合併或收購將本合約轉讓予其關係企業或繼任機構，而毋庸取得他方當事人之同意。聯想得不經貴公司同意轉讓其依本合約收取價金之權利。
- 13.16 本合約條款依其性質於本合約終止後仍繼續有效者，應持續有效直至該條款履行完畢，並適用於當事人個別繼任人及受讓人。
- 13.17 雙方當事人皆拋棄其於就本合約或與本合約相關訴訟中受陪審團審判之權利。聯合國國際貨物銷售合同公約不適用本合約。
- 13.18 任何不得以契約拋棄或限制之消費者法定權利皆不受本合約中任何條款所影響。
- 13.19 本合約係以英文作成，且各方面皆應以英文為準。如本合約之英文版本與中文版本之條款有任何抵觸或差異之處，概以英文版本為準。

#### 14. Geographic Scope and Governing Law

地理範圍及準據法

The rights, duties, and obligations of each party are valid only in the market of purchase except that all licenses are valid as specifically granted. Unless otherwise expressly stated, the laws of the market in which you purchased the Service govern this Agreement.

除特別授予之有效授權者外，雙方當事人之權利、責任及義務皆僅於購買地之市場境內有效。除另有明示規定外，本合約之準據法為貴公司購買本服務所在地法。

#### **APPENDIX A – MARKET SPECIFIC TERMS**

附表A – 市場特定條款

For Albania, Algeria, Armenia, Azerbaijan, Bahrain, Belarus, Benin, Bosnia and Herzegovina, Botswana, Brunei, Burkina Faso, Cambodia, Cameroon, Cape Verde, Chad, Democratic Republic of the Congo, Ethiopia, Faroe Islands, Fiji, Gabon, Georgia, Ghana, Greenland, Guinea, Iceland, Ivory Coast, Jamaica, Jordan, Kazakhstan, Kosovo, Kuwait, Kyrgyzstan, Laos, Lebanon, Macau, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Mayotte, Montenegro,

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

Mozambique, Myanmar, Namibia, Niger, Oman, Papua New Guinea, Paraguay, Puerto Rico, Qatar, Republic of Macedonia, Republic of Moldova, Rwanda, Senegal, Seychelles, Sierra Leone, State of Libya, Tanzania, Togo, Turkmenistan, Uganda, Uzbekistan, Zambia and Zimbabwe.

適用於阿爾及利亞、亞美尼亞、阿塞拜疆、巴林、白俄羅斯、貝寧、波斯尼亞和黑塞哥維那、博茨瓦納、文萊、布基納法索、柬埔寨、喀麥隆、佛得角、乍得、剛果民主共和國、埃塞俄比亞、法羅群島、斐濟、加蓬、格魯吉亞、加納、格陵蘭、幾內亞、冰島、科特迪瓦、約旦、哈薩克斯坦、科索沃、科威特、吉爾吉斯斯坦、老撾、黎巴嫩、澳門、馬達加斯加、馬拉維、馬裏、馬耳他、毛裏塔尼亞、馬約特、黑山共和國、莫桑比克、緬甸、納米比亞、尼日爾、阿曼、巴布亞新幾內亞、卡塔爾、馬其頓共和國、摩爾多瓦共和國、盧旺達、塞內加爾、塞舌爾、塞拉利昂、利比亞、坦桑尼亞、多哥、土庫曼斯坦、烏幹達、烏茲別克斯坦、讚比亞和津巴布韋。、毛里求斯，巴拉圭，波多黎各，牙買加，阿尔巴尼亚

#### **4.2 b. Next Business Day Response - also known as Technician Installed Parts Next Business Day and Onsite Repair Next Business Day**

As the local market parts shipment times in the aforementioned markets may impact next business day delivery or response, Lenovo shall not be responsible for such next day delivery or response times .

#### **4.2 b. 下一工作日回復- 也稱作技術人員下一工作日安裝零件和下一工作日現場維修**

因為前述市場的本地零件安裝時間可能影響下一工作日交付或回覆，Lenovo 不對此類下一工作日交付或回覆時間承擔責任。

#### **For Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Peru, Uruguay and Venezuela only**

僅適用於阿根廷、巴西、智利、哥倫比亞、厄瓜多、墨西哥、秘魯、烏拉圭及委內瑞拉

**A 2-hour Response time target** is the time period between the customer's service request being registered in the service provider's call management system and a qualified representative contacting the customer as a first step of problem determination.

**A 2小時目標回覆時間**係指自客戶之服務請求經註冊於服務供應商之通話管理系統時起，至合格代表聯繫客戶確定初步問題之期間。

**A 4-hour Response time target** is the time period between the customer's service request being registered in the service provider's call management system and a qualified representative contacting the customer as a first step of problem determination.

**A 4小時目標回覆時間**係指自客戶之服務請求經註冊於服務供應商之客服管理系統時起，至合格代表聯繫客戶確定初步問題之期間。

#### **For Mexico only**

僅適用於墨西哥

#### **24x7 10 Hour Committed Service Repair (CSR) - also known as Onsite Repair 7x24 Response Time 2 Hours Solution Time 8 Hours**

全年 10 小時內保證維修服務(CSR) – 或稱「全年到府維修 2 小時回覆時間 8 小時解決時間」

This offering is measured from the customer's submitting a request in Lenovo's call management system and the product being restored to conformance with its specification by a service technician within 10 hours maximum. This service starts with the 2 hour period of time between the end user service request being registered in Lenovo's call management system and a qualified representative contacting the end user as a first step of problem determination. If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 8 hours from the initial 2 hour contact time period.

This Service is available 24 hours per day, 7 days per week, 365 days per year. This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.

本服務之計算係自客戶提交請求至聯想之客服管理系統時起，服務技師最長將於 10 小時內，將產品回復至符合其規格之狀態。本服務自終端使用者之服務請求經註冊於聯想之客服管理系統時起，將於 2 小時之期間內，由合格代表聯繫終端使用者確定初步問題。若貴公司的產品問題無法透過電話解決，將於初步之 2 小時聯繫期間後 8 小時內，指派一名服務技師至現場回復產品至符合其規格之運作狀態。

本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些產品及地點。就其範圍細節請聯繫聯想或服務供應商。

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

### **24x7 20 Hour Committed Service Repair (CSR) - also known as Onsite Repair 7x24 Response Time 4 Hours Solution Time 16 Hours**

全年 20 小時內保證維修服務(CSR) – 或稱「全年到府維修 4 小時回覆時間 16 小時解決時間」

This offering is measured from the customer's submitting a request in Lenovo's call management system and the product being restored to conformance with its specification by a service technician within 20 hours maximum. This service starts with the 4 hour period of time between the end user service request being registered in Lenovo's call management system and a qualified representative contacting the end user as a first step of problem determination. If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 16 hours from the initial 4 hour contact time period.

This Service is available 24 hours per day, 7 days per week, 365 days per year. This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.

本服務之計算係自客戶提交請求至聯想之客服管理系統時起，服務技師最長將於 20 小時內，將產品回復至符合其規格之狀態。本服務自終端使用者之服務請求經註冊於聯想之客服管理系統時起，將於 4 小時之期間內，由合格代表聯繫終端使用者確定初步問題。若貴公司的產品問題無法透過電話解決，將於初步之 4 小時聯繫期間後 16 小時內，指派一名服務技師至現場回復產品至符合其規格之運作狀態。

本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些產品及地點。就其範圍細節請聯繫聯想或服務供應商。

### **24x7 30 Hour Committed Service Repair (CSR) - also known as Onsite Repair 7x24 Response Time 6 Hours Solution Time 24 Hours**

全年 30 小時內保證維修服務(CSR) – 或稱「全年到府維修 6 小時回覆時間 24 小時解決時間」

This offering is measured from the customer's submitting a request in Lenovo's call management system and the product being restored to conformance with its specification by a service technician within 30 hours maximum. This service starts with the 6 hour period of time between the end user service request being registered in Lenovo's call management system and a qualified representative contacting the end user as a first step of problem determination. If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 24 hours from the initial 6 hour contact time period.

This Service is available 24 hours per day, 7 days per week, 365 days per year. This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.

本服務之計算係自客戶提交請求至聯想之客服管理系統時起，服務技師最長將於 30 小時內，將產品回復至符合其規格之狀態。本服務自終端使用者之服務請求經註冊於聯想之客服管理系統時起，將於 6 小時之期間內，由合格代表聯繫終端使用者確定初步問題。若貴公司的產品問題無法透過電話解決，將於初步之 6 小時聯繫期間後 24 小時內，指派一名服務技師至現場回復產品至符合其規格之運作狀態。

本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些產品及地點。就其範圍細節請聯繫聯想或服務供應商。

#### **For Brazil only**

僅適用於巴西

### **24x7 24 Hour Committed Service Repair (CSR) - also known as Onsite Repair 7x24 Response Time 4 Hours Solution Time 20 Hours**

全年 24 小時內保證維修服務(CSR) – 或稱「全年到府維修 4 小時回覆時間 20 小時解決時間」

This offering is measured from the customer's submitting a request in Lenovo's call management system and the product being restored to conformance with its specification by a service technician within 24 hours maximum. This service starts with the 4 hour period of time between the end user service request being registered in Lenovo's call management system and a qualified representative contacting the end user as a first step of problem determination. If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 20 hours from the initial 4 hour contact time period.

This Service is available 24 hours per day, 7 days per week, 365 days per year. This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.

本服務之計算係自客戶提交請求至聯想之客服管理系統時起，服務技師最長將於 24 小時內，將產品回復至符合其規格之狀態。本服務自終端使用者之服務請求經註冊於聯想之客服管理系統時起，將於 4 小時之期間內，由合格代表聯繫終端使用者確定初步問題。若貴公司的產品問題無法透過電話解決，將於初步之 4 小時聯繫期間後 20 小時內，指派一名服務技師至現場回復產品至符合其規格之運作狀態。

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些產品及地點。就其範圍細節請聯繫聯想或服務供應商。

### **24x7 10 Hour Committed Service Repair (CSR) - also known as Onsite Repair 7x24 Response Time 4 Hours Solution Time 6 Hours**

全年 10 小時內保證維修服務(CSR) – 或稱「全年到府維修 4 小時回覆時間 6 小時解決時間」

This offering is measured from the customer's submitting a request in Lenovo's call management system and the product being restored to conformance with its specification by a service technician within 10 hours maximum. This service starts with the 4 hour period of time between the end user service request being registered in Lenovo's call management system and a qualified representative contacting the end user as a first step of problem determination. If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 6 hours from the initial 4 hour contact time period.

This Service is available 24 hours per day, 7 days per week, 365 days per year. This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.

本服務之計算係自客戶提交請求至聯想之客服管理系統時起，服務技師最長將於 10 小時內，將產品回復至符合其規格之狀態。本服務自終端使用者之服務請求經註冊於聯想之客服管理系統時起，將於 4 小時之期間內，由合格代表聯繫終端使用者確定初步問題。若貴公司的產品問題無法透過電話解決，將於初步之 4 小時聯繫期間後 6 小時內，指派一名服務技師至現場回復產品至符合其規格之運作狀態。

本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些產品及地點。就其範圍細節請聯繫聯想或服務供應商。

### **24x7 6 Hour Committed Service Repair (CSR) - also known as Onsite Repair 7x24 Response Time 2 Hours Solution Time 4 Hours**

全年 6 小時內保證維修服務(CSR) – 或稱「全年到府維修 2 小時回覆時間 4 小時解決時間」

This offering is measured from the customer's submitting a request in Lenovo's call management system and the product being restored to conformance with its specification by a service technician within 6 hours maximum. This service starts with the 2 hour period of time between the end user service request being registered in Lenovo's call management system and a qualified representative contacting the end user as a first step of problem determination. If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 4 hours from the initial 2 hour contact time period.

This Service is available 24 hours per day, 7 days per week, 365 days per year. This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.

本服務之計算係自客戶提交請求至聯想之客服管理系統時起，服務技師最長將於 6 小時內，將產品回復至符合其規格之狀態。本服務自終端使用者之服務請求經註冊於聯想之客服管理系統時起，將於 6 小時之期間內，由合格代表聯繫終端使用者確定初步問題。若貴公司的產品問題無法透過電話解決，將於初步之 6 小時聯繫期間後 4 小時內，指派一名服務技師至現場回復產品至符合其規格之運作狀態。

本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些產品及地點。就其範圍細節請聯繫聯想或服務供應商。

### **For Indonesia, Malaysia, Singapore, Thailand, Laos, Myanmar, Philippines, Vietnam, Brunei, Cambodia, Hong Kong, Taiwan, South Korea, India, Sri Lanka, Australia and New Zealand only**

僅適用於印度尼西亞、馬來西亞、新加坡、泰國、寮國、緬甸、菲律賓、越南、汶萊、柬埔寨、香港、台灣、南韓、印度、斯里蘭卡、澳大利亞及紐西蘭

### **As stated in Section 4.2 under Service Definitions / Descriptions the following service definition replaces the stated definition for Onsite Services.**

下列服務定義應取代第 4.2 條服務定義 / 說明中所定義之到府服務

#### **Onsite Service**

到府服務

If a problem with your product cannot be resolved via telephone and a CRU part is required, Lenovo will send a replacement CRU to arrive at your location. If a problem with your product cannot be resolved via telephone and a FRU part is required, a technician will be dispatched to arrive at your location. You must provide a suitable working area for the disassembly and reassembly of the product.

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

若貴公司的產品無法透過電話解決且需要CRU零件，聯想將寄送更換之CRU到達貴公司的地點。若貴公司的產品無法透過電話解決且需要FRU零件，將指派一名技師到達貴公司的地點。貴公司必須提供適合的工作區域，供拆解及組合產品。

### **Warranty Upgrade to Onsite Repair 24x7 2 Hour Response time**

保固升級至全年到府維修 2 小時回覆時間

A 2-hour Response time target is the time period from when the telephone based troubleshooting is completed and logged, to the arrival of a Service Technician at the Customer's location for repair. This 2-hour period is in addition to the average problem determination time of 2 hours from call placement for both parties to determine problem and define the required action plan. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available in certain locations. Contact Lenovo or a service provider for details on availability.**

2 小時目標回覆時間係自電話疑難排解完成且經登錄時起，至服務技師到達客戶之地點進行維修之期間。本 2 小時期間係 2 小時平均問題確定時間額外之期間，2 小時平均問題確定時間係自雙方當事人電話聯繫確定問題後至確認所需步驟之時間。本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些地點。就其範圍細節請聯繫聯想或服務供應商。

### **Warranty Upgrade to Onsite Repair 24x7 4 Hour Response time**

保固升級至全年到府維修 4 小時回覆時間

A 4-hour Response time target is the time period from when the telephone based troubleshooting is completed and logged, to the arrival of a Service Technician at the Customer's location for repair. This 4-hour period is in addition to the average problem determination time of 2 hours from call placement for both parties to determine problem and define the required action plan. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available in certain locations. Contact Lenovo or a service provider for details on availability.**

4 小時目標回覆時間係自電話疑難排解完成且經註冊時起，至服務技師到達客戶之地點進行維修之期間。本 4 小時期間係 2 小時平均問題確定時間額外之期間，2 小時平均問題確定時間係自雙方當事人電話聯繫確定問題後至確認所需步驟之時間。本服務每天 24 小時、每週 7 天及每年 365 天均可取得。本服務僅限於某些地點。就其範圍細節請聯繫聯想或服務供應商。

### **For Singapore, Thailand, Malaysia, Philippine, Vietnam, Indonesia and Taiwan only**

僅適用於新加坡、泰國、馬來西亞、菲律賓、越南、印度尼西亞及台灣

### **Full Labor Onsite Service**

完整到府服務工作

If a problem with your product cannot be resolved via telephone, a Service Technician will be dispatched to arrive at your location. You must provide a suitable working area for the disassembly and reassembly of the product. Please refer to the appendix for any market specific variations. This Service is only available in certain locations. Contact Lenovo or a service provider for details on availability.

若貴公司的產品無法透過電話解決，將指派一名技師到達貴公司的地點。貴公司必須提供適合的工作區域，供拆解及組合產品。有關特定市場之差異，請參閱附表。本服務僅限於某些地點。就其範圍細節請聯繫聯想或服務供應商。

### **Annual Preventive Maintenance**

年度預防性維護

1. Annual Preventive Maintenance by technician service  
Service technician will perform the following activities for eligible machines annually
  - Error log check
  - Resolve any error condition or replace failing parts with redundancy to prevent system outage
  - Visual inspection
2. Microcode upgrade and maintenance support
  - Based on a customer request, service technician will upgrade microcode at a customer location where eligible machines are located, as a preventive maintenance activity. (Microcode means Firmware, Microcode, BIOS/uEFI, Storage Manager software)
  - Lenovo will electronically provide microcode update information
  - Microcode upgrade may be schedule by a technician during annual preventive maintenance activities.

1. 技師之年度預防性維護

服務技師每年將針對合格機器執行下列活動

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- 錯誤紀錄檢查
  - 解決錯誤狀態或更換多餘之故障零件，以避免系統中斷
  - 外觀檢查
2. 微程式升級及維護支援
- 基於客戶要求，服務技師將於客戶地點合格機器所在地升級微程式，作為預防性活動 (微程式係指韌體、微程式、BIOS/UEFI、儲存管理者軟體)
  - 聯想將以電子方式提供微程式升級資訊
  - 微程式升級之時程將由技師在年度預防性維護活動時進行安排。

### For Singapore, Australia, New Zealand, Korea, India and Japan only

僅適用於新加坡、澳大利亞、紐西蘭、韓國、印度及日本

### Hardware Installation Services

硬體安裝服務

Lenovo offers onsite hardware installation services for Lenovo Data Center Server, Storage and Networking products. These services provide basic hardware installation of new equipment purchased from Lenovo or an authorized Lenovo Business partner, and provide for installation of the following Lenovo branded or Lenovo supported devices:

- Tower Servers
- Rack Servers
- Rack Enclosures
- Storage products
- Network products
- Installation of rack-compatible equipment into the rack enclosure

聯想將針對聯想數據中心伺服器、儲存及網絡產品，提供現場硬體安裝服務。該等服務針對向聯想或授權聯想合作夥伴所購買之新設備，提供基本硬體安裝，並提供下列聯想品牌或聯想支援裝置之安裝：

- 直立式伺服器
- 機架式伺服器
- 機架及機櫃
- 儲存產品
- 網絡產品
- 將相容於櫃架及機櫃之設備安裝於機架及機櫃內

Lenovo will dispatch an onsite technician to perform the physical rack installation. Once onsite, the Lenovo technician will:

- Install the equipment at the customer location as specified by the purchased service offering
- Connect the equipment to customer-supplied power
- Ensure the equipment is operational
- Check the firmware level and upgrade if needed

聯想將指派現場技師執行實體機架及機櫃安裝。於現場，聯想技師將：

- 於購買服務提供時所指定之客戶地點安裝設備
- 把設備連線至客戶供應之電源
- 確保設備可運作
- 檢查韌體等級及升級(如有需要)

Customer responsibilities:

- Ensure equipment to be installed is moved to the proper location at the customer site
- Move equipment from a loading dock or other location to the final installation location as Lenovo engineers will not do this
- Provide compatible power and power socket for the equipment to be installed
- Provide an internet connection for the installation technician to use as needed to complete the installation
- Provide adequate physical space for the equipment to be installed
- Furnish cabling as needed to facilitate the installation
- Provide a designated contact for the installing technician

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- Ensure safe access to the installation site for the Lenovo technician
- Confirm installation scheduling

客戶責任：

- 確保將應安裝之設備移動至客戶場所中之適當地點
- 自卸貨碼頭或其他地點，將設備移動至最終安裝地點(聯想工程師將不會進行此項目)
- 為擬安裝之設備提供相容之電源及電源插座
- 提供網路連線供安裝技師使用，俾利完成安裝
- 為擬安裝之設備提供足夠之實體空間
- 提供所需之線材俾利安裝
- 提供指定聯繫窗口予安裝技師
- 確保聯想技師得安全進入安裝現場
- 確認安裝時程

If the Lenovo technician arrives at the site and the customer responsibilities are not met, preventing the successful installation of the equipment, trip charges may apply and the installation will be subject to rescheduling. Customer may request additional services not described on the original invoice. Such additional services shall be in writing and shall incur additional charges.

若聯想技師到達現場時客戶義務尚未完成，而妨礙設備之成功安裝，將收取差旅費並重新安排安裝時程。客戶得要求原始發票上未記載之額外服務。該等額外服務將以書面記載並收取額外費用。

#### Hardware Installation Service – Operating System Installation Services

硬體安裝服務 – 作業系統安裝服務

- Lenovo provide this service if it is purchased with Hardware Installation Services
- Lenovo will install the Operating System into Lenovo Data Center Server
- Lenovo will power up to the level of Base Operating System
- Lenovo will configure IP address as provided by the customer
- The Operating System are limited to Microsoft Window Server and Linux
- Customer are responsible to provide the legitimate media and license
- 若與硬體安裝服務同時購買，則聯想將提供此服務
- 聯想將安裝作業系統至聯想數據中心伺服器中
- 聯想將啟動基礎作業系統之層級
- 聯想將安裝客戶提供之 IP 位址
- 作業系統限於 Microsoft Window Server 及 Linux
- 客戶負責提供合法媒體及授權

**For all applicable markets with Committed Service Repair (CSR) in EMEA. Currently:**

**Austria, Bulgaria, Croatia, Czech Republic, Egypt, France, Germany, Hungary, Italy, Kazakhstan, Morocco, Pakistan, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, South Africa, Switzerland, Turkey and Ukraine, Belgium, Cyprus, Denmark, Finland, Greece, Ireland, Israel, Luxemburg, Netherlands, Norway, Sweden, Tunisia, United Kingdom**

**適用於 EMEA 所有提供承諾服務維修 (CSR) 的市場。目前有：**

僅適用於奧地利、保加利亞、克羅埃西亞、捷克、埃及、法國、德國、匈牙利、義大利、哈薩克、摩洛哥、波蘭、葡萄牙、羅馬尼亞、俄羅斯、塞爾維亞、斯洛伐克、斯洛維尼亞、西班牙、南非、瑞士、土耳其及烏克蘭、比利時、塞浦路斯、丹麥、芬蘭、希臘、愛爾蘭、以色列、盧森堡、荷蘭、挪威、瑞典、突尼斯、英國，巴基斯坦

**Applicable for the following services in section 4.2**

**i. Technician Installed Parts 6 hour Committed Service Repair - also known as Onsite 24x7 6 Hour Committed Service Repair**

**h. Technician Installed Parts 8 hour Committed Service Repair - also known as Onsite 24x7 8 hour Committed Service Repair**

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

**g. Technician Installed Parts 24 hour Committed Service Repair - also known as Onsite 24x7 24 Hour Committed Service Repair**  
**Onsite 9x5 Committed Parts Procurement Time (CPPT) – also known as Technician Installed 9x5 Committed Parts Procurement Time**

下列服務適用於第 4.2 條

- i. 技師安裝零件6小時保證維修服務 – 亦稱為到府全年6小時保證維修服務
- h. 技師安裝零件8小時保證維修服務 – 或稱到府全年8小時保證維修服務
- g. 技師安裝零件24小時承諾保證服務維修 – 或稱到府全年24小時保證維修服務

現場營業時間內承諾零件取得時間(CPPT) – 或稱技師安裝營業時間內承諾零件取得時間

## Customer Responsibilities

### 客戶責任

In order to qualify for the Committed Service level, in addition to registration and activation of the Lenovo Service the customer must provide Lenovo with the machine configuration (machine type / model / serial number), including all supported and announced options (go to Lenovo's website to find out which options are supported and announced) spare part numbers (field replaceable units) of all options originally installed in the configuration and listed in the invoice. The customer acknowledges that for a period of 30 days ("Initial Period") after Lenovo receives valid, complete configuration details from customer, Lenovo is unable to commit to Committed Service level in all cases. During the Initial Period, Lenovo will use commercially reasonable efforts to meet Committed Service level. If you do not provide sufficient information about the equipment configuration the Committed Service level only applies to faults which do not require component replacement or which can be resolved using basic common components (such as processor, power unit, fans, system boards, common expansion boards and memory modules). Customer agrees to notify Lenovo informed of change in machine configuration. If customer fails to notify Lenovo all subsequently installed components shall be excluded from the Agreement. Customer also agrees to notify Lenovo about any change to the location of machine.

Customer must provide machine configuration details, copies of invoices (with prices redacted) and changes to machine configuration in writing to the applicable e-mail address at:

<https://support.lenovo.com/gb/en/solutions/ht116628>

為符合承諾服務等級，除登記及啟動聯想服務外，客戶必須提供機器規格予聯想(機器類型 / 型號 / 序號)，包括所有支援及公布之選項(進入聯想網站可找到支援及公布之選項)及所有原始安裝選項規格中及列於發票上之備用零件號碼(可現場更換單位)。客戶承認於聯想自客戶端收到有效及完整之規格細節後 30 日之期間(下稱「初始期間」)內，聯想無法在所有情況下提供承諾服務等級。在初始期間，聯想將以商業上合理之努力滿足承諾服務等級。若貴公司未提供關於設備規格之足夠資訊，承諾服務等級將僅適用於無需更換零件之故障，或得使用基本通用零件(例如處理器、電源單位、風扇、主機版、通用擴充版及記憶模組)解決之故障。客戶同意通知聯想機器規格之變更。若客戶未通知聯想所有嗣後所安裝之零件，將於本合約中排除之。客戶亦同意通知聯想機器地點之變更。

客戶必須以書面提供機器規格細節、發票副本(遮蓋價格)及機器規格之變更至下列市場電子郵件地址：

<https://support.lenovo.com/gb/en/solutions/ht116628>

## For Great Britain, Northern Ireland, France, Denmark, Sweden, Norway and Finland only

僅適用於英國、北愛爾蘭、法國、丹麥、瑞典、挪威及芬蘭

### Applicable for services in section 8. Availability of Service

適用於第 8 條「可取得服務」中之服務

Great Britain and in Northern Ireland - Service is not available in Gibraltar, British Overseas Territories or the English, Welsh, Irish, Scottish and Channel Islands

France – Service is not available in the French Overseas Territories

Denmark, Sweden, Norway and Finland – Service is not available in islands without road connections to the mainland

英國及北愛爾蘭 – 於直布羅陀、英國海外領土或英格蘭、威爾斯、愛爾蘭、蘇格蘭及海峽群島無法取得服務

法國 – 於法國海外領土無法取得服務

丹麥、瑞典、挪威及芬蘭 – 於與本土無道路連接之島嶼無法取得服務

## For Russia and Ukraine only

僅適用於俄羅斯及烏克蘭

## Onsite 9x5 48 Business Hour Committed Service Repair (CSR)



( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

### 到府營業時間內 48 小時保證維修服務(CSR)

If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 48 business hours. This Service is available during normal business hours excluding public holidays and weekends. This Service is only available in certain locations. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details on availability. In addition, this Service is only available in locations, where Lenovo determines there are daily trains or flight routes. This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司的產品問題無法透過電話解決，將於 48 營業小時內指派一名技師現場回復產品至符合其規格之運作狀態。本服務於除了國定假日及週末之通常營業時間內提供。本服務僅於某些地點提供。服務區域得於 [www.lenovocator.com](http://www.lenovocator.com) 查詢。範圍細節請聯繫聯想或服務供應商。此外，本服務僅於聯想決定有日常火車或航班路線之地點提供。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照 <https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長 30 日內無法提供。

### For Russia and Kazakhstan only

僅適用於俄羅斯及哈薩克

### Onsite 9x5 Committed Parts Procurement Time (CPPT) – also known as Technician Installed 9x5 Committed Parts Procurement Time

到府營業時間內承諾零件取得時間(CPPT) – 或稱「技師安裝營業時間內承諾零件取得時間」

If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite. A technician will arrive with service parts on the next business day after the telephone call. This Service is available during normal business hours excluding public holidays and weekends. This Service is only available in certain locations. If the machine is located outside locations where the service is available, only service parts will be dispatched next business day after the telephone call. Service areas may be found at [www.lenovocator.com](http://www.lenovocator.com). Contact Lenovo or a service provider for details about availability. This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfill your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

若貴公司的產品問題無法透過電話解決，將指派一名技師至現場。技師將於來電後之次一營業日攜帶服務零件到達。本服務於除了國定假日及週末之通常營業時間內提供。本服務僅於某些地點提供。若機器位於提供服務地點以外之地點，於來電後次一營業日僅將寄送服務零件。服務區域得於 [www.lenovocator.com](http://www.lenovocator.com) 查詢。範圍細節請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前最近可達到之等級。地點啟動之指示得參照 <https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長 30 日內無法提供。

### For Russia, Ukraine and Kazakhstan only

仅适用于俄罗斯、乌克兰和哈萨克斯坦

### 9x5 Next Business Day Parts only

營業時間內次一營業日僅限零件

If a problem with your product cannot be resolved via telephone, spare parts including FRU parts (field replacement units) will be sent to a requested location for self-service on the next business day after the telephone call. This service does not include a service

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

technician being dispatched onsite. Parts must be changed at customer's own cost and labor and defective parts must be returned following the instructions supplied with the spare parts. This Service is available during normal business hours excluding public holidays and weekends.

若貴公司的產品問題無法透過電話解決，備用零件包含 FRU 零件(可現場更換之單元)將於來電次一營業日送至請求地點供自行服務。本服務不包含指派服務技師至現場。零件必須由客戶自費及自行更換，且瑕疵零件必須於指示供應備用零件後返還。本服務除了國定假日及週末之通常營業時間內提供。

#### For United Arab Emirates (UAE) only

僅適用於阿拉伯聯合大公國

**A 4 Hour Committed Service Repair (CSR)** is the time period between the service request registration in Lenovo's call management system and the restoration of the product to conformance with its specification by a service technician. "Restored to conformance" means the device is operationally ready for, but does not include the loading of operating systems, business applications and /or customer data.

4 小時內保證維修服務(CSR)係自服務請求登錄於聯想之客服管理系統中起，至服務技師將產品回復至符合其規格之狀態之期間。「回復至符合其規格」之時點係指該裝置業可供業務應用程式及/或客戶資料運作，但不包括載入作業系統。

#### **24x7 4 Hour Committed Service Repair (CSR) - also known as Technician Installed Parts 24x7 4 Hour Committed Service Repair and Onsite Repair 24x7 4 Hour Committed Service Repair**

If a problem with your product cannot be resolved via telephone, a service technician will be dispatched onsite to restore the product to operational conformance with its specification within 4 hours as described above. This Service is available 24 hours per day, 7 days per week, 365 days per year. **This Service is only available for certain products and locations. Contact Lenovo or a service provider for details on availability.** This Service must be registered and the location of your product activated with Lenovo. Failure to activate your product may result in the inability of Lenovo to fulfil your purchased service level. If you change the location of your product, you must activate the new location with Lenovo prior to its relocation to ensure continued eligibility of your service level. If the same service level is unavailable in your new location, the service level will be changed to the closest achievable level currently available in the new location as determined by Lenovo. Instructions for location activation can be found at <https://support.lenovo.com/productregistration>. This Service may not be available for up to thirty (30) days after location activation.

全年4小時內保證維修服務(CSR)或稱「全年4小時內技師安裝零件保證維修服務」及「全年4小時內保證到府維修服務」

若貴公司產品問題無法透過電話解決，如上所載，於4小時內將指派技師到府將產品回復至符合規格之狀態。本服務每天24小時、每週7天及每年365天皆可取得。本服務僅於某些地點提供予某些產品。範圍細節，請聯繫聯想或服務供應商。本服務必須經註冊且貴公司的產品地點經聯想啟動。未啟動貴公司的產品可能導致聯想無法履行貴公司所購買的服務等級。若貴公司變更貴公司的產品地點，貴公司必須於變更地點前向聯想啟動新的地點，以確保貴公司的服務等級繼續有效。若無法於新的地點取得相同的服務等級，本服務等級將變更為新地點上聯想所決定目前可達到之最近等級。地點啟動之指示得參照<https://support.lenovo.com/productregistration>。本服務可能在地點啟動後最長三十(30)日內無法提供。

#### Customer Responsibilities

##### 客戶責任

In order to qualify for the Committed Service level, in addition to registration and activation of the Lenovo Service the customer must provide Lenovo with the machine configuration (machine type / model / serial number), including all supported and announced options (go to Lenovo's website to find out which options are supported and announced) spare part numbers (field replaceable units) of all options originally installed in the configuration and listed in the invoice. The customer acknowledges that for a period of 30 days ("Initial Period") after Lenovo receives valid, complete configuration details from customer, Lenovo is unable to commit to Committed Service level in all cases. During the Initial Period, Lenovo will use commercially reasonable efforts to meet Committed Service level. If you do not provide sufficient information about the equipment configuration the Committed Service level only applies to faults which do not require component replacement or which can be resolved using basic common components (such as processor, power unit, fans, system boards, common expansion boards and memory modules). Customer agrees to notify Lenovo informed of change in machine configuration. If customer fails to notify Lenovo all subsequently installed components shall be excluded from the Agreement. Customer also agrees to notify Lenovo about any change to the location of machine.

Customer must provide machine configuration details, copies of invoices (with prices redacted) and changes to machine configuration in writing to the applicable e-mail address at:

<https://support.lenovo.com/gb/en/solutions/ht116628>

為符合承諾服務等級，除登記及啟動聯想服務外，客戶必須提供機器規格予聯想(機器類型 / 型號 / 序號)，包括所有支援及公布之選

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

項(進入聯想網站可找到支援及公布之選項)及所有原始安裝選項規格中及列於發票上之備用零件號碼(可現場更換單位)。客戶承認於聯想自客戶端收到有效及完整之規格細節後 30 日之期間(下稱「初始期間」)內，聯想無法在所有情況下提供承諾服務等級。在初始期間，聯想將以商業上合理之努力滿足承諾服務等級。若貴公司未提供關於設備規格之足夠資訊，承諾服務等級將僅適用於無需更換零件之故障，或得使用基本通用零件(例如處理器、電源單位、風扇、主機版、通用擴充版及記憶模組)解決之故障。客戶同意通知聯想機器規格之變更。若客戶未通知聯想所有嗣後所安裝之零件，將於本合約中排除之。客戶亦同意通知聯想機器地點之變更。客戶必須以書面提供機器規格細節、發票副本(遮蓋價格)及機器規格之變更至下列市場電子郵件地址：

<https://support.lenovo.com/gb/en/solutions/ht116628>

### **For Japan only**

僅適用於日本

### **Lenovo Services Entry**

聯想服務入口

This offering provides Technician Installed Parts service described below.

本服務提供下列技師安裝零件服務。

### **Lenovo Services Value Selection**

聯想服務價值選擇

This offering provides both Technician Installed Parts and Hardware Checkout & Microcode Upgrade by Technician services described below.

本服務提供技師安裝零件及硬體檢查&微程式升級，技師所進行之服務如下：

### **Technician Installed Parts 24x7 - also known as Onsite Repair 24x7**

全年技師安裝零件 – 或稱「全年到府維修」

If a problem with your product cannot be resolved via telephone, then Lenovo will determine the best course of action for repair at your location. The Service Technician will be dispatched to arrive at your location as agreed to between Lenovo and you. This Service is available 24 hours per day, 7 days per week, throughout the year. This Service is only available in certain locations where public transportation and/or carriage way is available. Contact Lenovo or a service provider for details on availability.

若貴公司的產品問題無法透過電話解決，聯想將決定最佳行動流程於貴公司的地點進行維修。將指派服務技師到達聯想與貴公司所合意之地點。本服務係每日 24 小時、每週 7 日整年提供。本服務僅於提供公共運輸及/或貨運路線之某些地點提供。範圍細節請聯繫聯想或服務供應商。

### **Hardware Checkout & Microcode Upgrade by Technician**

技師進行之硬體檢查&微程式升級

#### **Service Description**

1. Hardware Checkout by technician service  
Service technician will perform the following checks for eligible machines annually from the service start date through service end date.
  - Cleaning
  - Error log check
  - Visual inspection
2. Microcode upgrade and maintenance support
  - a. Based on a customer request, service technician will get (download) and upgrade (install and activate) microcode at a customer location where eligible machines are located, as a maintenance or a preventive maintenance.  
Microcode here means Firmware, Microcode, BIOS/uEFI, Storage Manager, Storage Software (Storwize Family only)
  - b. Lenovo will electronically provide microcode update information  
Microcode upgrade by technician as a preventive maintenance will be scheduled together with annual Hardware Checkout.

#### **服務說明**

1. 硬體檢查之技師服務  
服務技師自服務開始日起至服務結束日止，每年將針對合格機器執行下列活動

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- 清除
  - 錯誤紀錄檢查
  - 外觀檢查
2. 微程式升級及維護支援
- a. 基於客戶要求，服務技師將於客戶地點合格機器所在地取得(下載)及升級(安裝及啟動)微程式，作為維護或預防性維護。  
微程式係指韌體、微程式、BIOS/uEFI、儲存管理者、儲存軟體(限於 Storwize 系列)
  - b. 聯想將以電子方式提供微程式升級資訊  
作為預防性維護之技師微軟體升級時程，將與年度硬體檢查共同安排之。

#### Prerequisite of this service

1. Eligible machines need to be covered by any Warranty Upgrade or Post Warranty service.
2. For a storage software upgrade, eligible machines need to be covered by any Software maintenance service.
3. Hours of services coverage defined in warranty or a Warranty Upgrade or Post Warranty service is applied.
4. Customer needs to appoint a contact person and provide required information to Lenovo.
5. It is the customer's responsibility to confirm machine operation and verify data after the service is performed by a service technician.
6. The level of code to be installed and the schedule of the work is arranged based on the discussions between customer and Lenovo.
7. Data backup must be completed by the customer before this service is provided.
8. There will be no reimbursement of service fees, even if microcode upgrade service is not performed due to frequency of code release.
9. Schedule of Hardware Checkout is arranged based on customer request and there will be no reimbursement of service fees even if the service is not performed.
10. If there are prerequisites for Operating Systems and code level of external connected devices, they must be upgraded by the customer prior to the service being provided.

#### 本服務之前提

1. 保固升級或保固後服務需包含合格機器。
2. 就儲存軟體升級，儲存維護服務需包含合格機器。
3. 適用保固或保固升級或保固後服務定義下之服務時間範圍。
4. 客戶需要指派一名聯絡人及提供所需資訊予聯想。
5. 於服務技師執行服務後，確認機器運作及核對資料係客戶的責任。
6. 擬安裝之程式等級及工作時程之安排，應基於客戶及聯想之討論。
7. 資料備份必須由客戶於本服務提供前完成。
8. 服務費將不予退還，儘管可能因為程式公布之頻率而未執行微程式更新服務。
9. 硬體檢查之時程安排係基於客戶之要求，且儘管未執行本服務，服務費將不予退還。
10. 若作業系統及外部連結裝置之軟體等級有相關前提，應由客戶於服務提供前進行升級。

### Setup Support 90

#### 設置支援90

Lenovo provides remote technical support for hardware setup by e-Mail. This service is available 9:00-17:00 Monday-Friday (Excluding holidays). Service term is three months from warranty start date.

聯想就硬體設置，將以電子郵件提供遠端技術支援。本服務將於週一至週五9時-17時（假日除外）提供。服務期間自保固開始之日起3個月。

#### The Service includes:

- Support of Hardware Installation
- Support of Operating System (Windows, Linux) Installation
- Support of Device Driver and Firmware Installation
- Identification of known issues
- Q&A support of manuals included with shipment

本服務包括：

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- 硬體安裝支援
- 作業系統 ( Windows及Linux ) 安裝支援
- 裝置驅動程式及韌體安裝支援
- 已知問題辨認
- Q&A支援手冊將一同運送

The Service does not include:

- Support of a program that you use in the environment that is not stated in the manual
- Support of a program that the Lenovo server does not support
- Support of a program that has been modified by the customer
- Consulting and performance tuning
- Various settings based on your unique environment
- Third-party switch connection settings
- Installation, how to use and troubleshoot applications such as VMware, HA Cluster, Live Migration, Guest OS, System Director
- Backup / Recovery design setting method
- Setup of Flash Copy, Volume Copy and Remote Copy
- System or data migration

本服務不包括：

- 支援貴公司在非列於手冊中之環境所使用之程式
- 支援聯想伺服器不支援之程式
- 支援經客戶修改之程式
- 諮詢及效能調教
- 基於貴公司獨特環境之各種設定
- 第三方轉接連結設定
- 安裝、如何使用及疑難排解應用，例如VMware, HA Cluster, Live Migration, Guest OS, System Director
- 備份 / 回復設計設定方法
- 設置Flash Copy、Volume Copy及Remote Copy
- 系統或資料移轉

#### For Korea only

僅適用於韓國

#### Preventative Maintenance (PM) Services

##### 防禦性維護(PM)服務

Lenovo offers onsite hardware PM (preventative maintenance) service for Lenovo System x server

- a. System log inspection and review for system health status verification
- b. Firmware update service if critical update required
- c. Device driver update if critical update required

Terms of Reference:

- a. This service is only applicable to machines under Lenovo warranty.
- b. PM service will be provide on a quarterly basis
- c. Data backup is the responsibility of the customer and must be taken by the customer before this service is done

聯想將為 Lenovo System x 伺服器提供現場硬體預防性維護

- a. 系統註冊檢查及系統健康狀況確認檢查
- b. 如有重要更新需求，進行韌體更新服務
- c. 如有重要更新需求，進行裝置驅動程式更新

參照條款：

- a. 本服務僅適用於聯想保固下之機器
- b. 將每季提供預防性維護服務
- c. 資料備份係客戶的責任，且必須於本服務完成前由客戶進行

## Extended Time Services

### 延長時間服務

Standby at customer site during the critical system status

- a. HW Configuration change & rearrangement service
- b. HW Re-location service in a same building or floor
- c. HW option parts upgrade service

Lenovo will dispatch an onsite technician to perform when customer requests support.

Terms of Reference:

- a. This Service is only applicable to machines under Lenovo warranty and MA contract.
- b. Service requested outside of normal business hours will be performed only for machines in 24 hour contracts.
- c. Support time includes additional time with planning, travel, etc.
- d. The end-customer details must be furnished to Lenovo when service is purchased through BP.
- e. At a minimum, a 4 hour support request is required at a time.
- f. Data backup is the responsibility of the customer and must be taken by the customer before this service is provided
- g. HW MA Services, Operating system, application SW re-installation, initial configuration, Data restoration are not included in this service and is the responsibility of the customer

於重要系統狀況時在客戶場所待命

- a. 硬體規格變更&重新安排服務
- b. 於相同建築物或樓層內硬體重新放置服務
- c. 硬體選擇零件升級服務

當客戶要求支援時，聯想將指派現場技師執行。

參照條款：

- a. 本服務僅適用於聯想保固及MA契約下之機器。
- b. 於營業時間以外之服務要求，僅針對24小時契約下之機器執行。
- c. 支援時間包括額外之計畫及差旅時間等。
- d. 當服務係透過BP購買，必須提供終端客戶之細節予聯想。
- e. 每次至少應有4小時之支援要求。
- f. 資料備份係客戶的責任，且必須於本服務完成前由客戶進行。
- g. 硬體軟體服務、作業系統、軟體應用程式重新安裝、初始規格及資料回復不包含在本服務中，且其係客戶之責任。

## Software Onsite Service

### 軟體到府服務

Lenovo provides onsite support in response to customer service requests for software support as follows:

Lenovo software onsite services provide the following support:

- a. Problem Support for OS (Linux/Windows) based on Lenovo X86
- b. On-site support for problem support
- c. 24\*7 Support
- d. Perform Regular System check(Quarterly)

Terms of Reference:

- a. This service DOES NOT include Subscription (License).
- b. To support New defect, Subscription has to be contracted separately.
- c. This services is ONLY for OS(Linux/Windows) and on machines under Lenovo warranty

依客戶針對軟體支援之服務要求，聯想提供下列到府支援：

聯想軟體到府服務提供下列支援：

- a. Lenovo X86之作業系統(Linux/Windows)問題支援
- b. 問題現場支援
- c. 全年無休支援
- d. 執行定期系統檢查(每季)

參照條款：

- a. 本服務不包含訂購(授權)。

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- b. 為支援新瑕疵，必須另行簽約訂購。
- c. 本服務僅針對作業系統(Linux/Windows)，及聯想保固下之機器。

### For Australia only

僅適用於澳大利亞

### Service Definitions/Descriptions:

服務定義/說明：

Clause vii. (Hours of Field Service Coverage) is deleted and replaced with:

Local business hours coverage, 5 days per week, excluding local public & national holidays. Or if the relevant upgrade is purchased, 24x7 coverage: 24 hours per day, 7 days per week, 365 days per year.

Clause viii (Response Times) is amended by deleting the following sections:

- An 8 Hour Response;
- A 6 Hour Committed Service Repair (CSR);
- An 8 Hour Committed Service Repair (CSR); and
- A 24 Hour Committed Service Repair (CSR).

第 vii 款 (現場服務時間範圍)應予以刪除並以下列條款取代：

當地營業時間範圍，每週 5 天，除當地公共及國定假日外。或如已購買相關更新，全年範圍：每天 24 小時、每週 7 天及每年 365 天。

第 viii 款(回覆時間)應予以修正刪除下列條文：

- 8 小時回覆；
- 6 小時保證維修服務(CSR)；
- 8 小時保證維修服務(CSR)；及
- 24 小時保證維修服務(CSR)；

### Warranty Upgrades

保固升級

The following sections are deleted:

- c. Onsite Repair 24x7 8 Hour Response;
- i. Technician Installed Parts 24x7 6 Hour Committed Service Repair (CSR) - also known as Onsite Repair 24x7 6 Hour Committed Service Repair
- h. Technician Installed Parts 24x7 8 Hour Committed Service Repair (CSR) - also known as Onsite Repair 24x7 8 Hour Committed Service Repair
- g. Technician Installed Parts 24x7 24 Hour Committed Service Repair (CSR) - also known as Onsite Repair 24x7 24 Hour Committed Service Repair

下列條文應予以刪除：

- c. 全年到府維修 8 小時回覆；
- i. 全年技師安裝零件 6 小時保證維修服務 (CSR) – 或稱到府全年 6 小時保證維修服務
- h. 全年技師安裝零件 8 小時保證維修服務 (CSR) – 或稱到府全年 8 小時保證維修服務
- g. 全年技師安裝零件 24 小時承諾保證服務維修 (CSR) – 或稱到府全年 24 小時保證維修服務

### The following is added to Section 11 (Warranty of Services):

下列條文應新增至第10條(保固服務)：

#### Important Notice:

重要通知：

THIS WARRANTY SERVICES AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

本保固服務合約賦予貴公司特別的法定權利。貴公司亦有其他法律上之權利，包括澳大利亞消費者法下之權利。本保固不影響法定權利或法律權利，包括無法以契約放棄或限制之權利。

We are required by the Australian Consumer Law to include the following statement:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

本公司依澳大利亞消費者法之要求提出下聲明：

*本公司之商品含有保證，且依據澳大利亞消費者法不得排除之。貴公司有權因為重大瑕疵而請求更換退款，及因合理可預見之損失或損害請求賠償。若商品未具備可接受之品質且瑕疵不構成重大瑕疵，貴公司有權請求維修或更換商品。*

Nothing in this Warranty Services Agreement will operate so as to exclude, restrict or modify the application of any of the provisions of Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* or any State or Territory consumer protection legislation ("Relevant Legislation"), the exercise of a right conferred by such a provision or any liability of Lenovo for a breach of a condition, warranty or guarantee implied by such a provision, where the Relevant Legislation would render it void to do so. To the extent permitted by law under the Relevant Legislation, Lenovo expressly limits its liability for a breach of any condition, warranty or guarantee implied by virtue of the Relevant Legislation to, at Lenovo's option:

本保固服務合約之應用不會排除、限制或修改2010年競爭及消費者法(Cth)附件2之條文或州或領地之消費者保護法(下稱「相關立法」)、行使該等條文賦與之權利，若相關立法認為係無效者，亦不會排除、限制或修改聯想違反該條文中所默示之條件、保固或保證責任。於相關立法允許之前提下，聯想依其選擇，明示限制其違反相關立法所憑藉默示之條件、保固或保證責任。

- (a) In the case of goods, any one or more of the following:
- (i) the replacement of the goods or supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; or
- (a) 於商品之情況，適用下列一項或多項：
- (i) 更換商品或提供同等商品；
  - (ii) 維修商品；
  - (iii) 支付更換商品或取得同等商品之費用；或
  - (iv) 支付維修商品之費用；或
- (b) in the case of services:
- (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.
- (b) 於服務之情況：
- (i) 重新提供服務；或
  - (ii) 支付重新提供服務之費用。

Section 13.13 is deleted and replaced with the following:

第13.13條應予以刪除並以下列條文取代：

If you obtain Service under this Agreement, your contact information, including name, phone numbers, address, and e-mail address may be collected by Lenovo from you directly or from our authorized service providers and used in connection with performing warranty Services. We may also contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, we may provide your information to a third party or related entity we use to support us in providing the Warranty Service. These third parties and related entities may be located outside Australia. The relevant markets change from time to time (e.g., as we change our third party support arrangements) and it is not practicable to list those markets here. We require all parties to whom we disclose your contact information to only use that information for the purpose of supporting us to provide the Warranty Service and to take appropriate steps to protect your contact information from unauthorized use or disclosure. We may also disclose your contact information where required or permitted by law. Lenovo's privacy policy is available at <http://www.lenovo.com/privacy/au/en/>. Our policy contains details about our process for managing any queries or complaints regarding handling personal information.

若貴公司取得本合約下之本服務，聯想得直接向貴公司或透過聯想授權服務供應商蒐集貴公司的連絡資訊，包括姓名、電話號



( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

碼、地址及電子郵件地址，用於履行保固服務相關之事項。本公司亦得連絡貴公司詢問貴公司對保固服務之滿意度，或通知貴公司相關產品回收或安全訊息。為達該等目的，本公司得提供貴公司的資訊予支援本公司提供保固服務之第三人或相關實體。該等第三人或相關實體可能位於澳大利亞以外之處。相關市場將不時變更(例如本公司變更第三方支援安排)，因此無法於此處臚列市場清單。本公司要求所有接收貴公司的連絡資訊之當事人，僅得將該等資訊用於支援本公司提供保固服務之目的，且應採取適當步驟保護貴公司的連絡資訊避免未經授權使用或揭露。本公司亦得於法律要求或允許時揭露貴公司的連絡資訊。聯想之隱私權政策可自<http://www.lenovo.com/privacy/au/en/>取得。本公司之政策包含管理詢問或客訴處理個人資料之流程細節。

The following are added as new Sections to 13:

應加入下列條項至第12條：

- 13.19 When a Service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property.
- 13.20 Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo will be in good working order and functionally equivalent to the original product or part. The replacement product or part may not be new.
- 13.21 Except to the extent permitted by law, the replacement product or part shall be warranted for the balance of the period remaining on the original product.
- 13.22 Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Products and parts that are repaired may be repaired using refurbished parts. Product repair may result in loss of data, if the product to be repaired is capable of retaining user-generated data.
- 13.19 當本服務涉及更換產品或零件，受更換之產品或零件應成為聯想之財產。而更換後之產品或零件則成為貴公司的財產。
- 13.20 僅有未修改之聯想產品及零件符合更換之條件。聯想提供之更換產品或零件將處於良好工作狀態且其功能等同於原始產品或零件。更換之產品或零件可能並非新品。
- 13.21 除法律允許者外，更換之產品或零件之保固期間為原始產品剩餘的保固期間。
- 13.22 為維修而提出之產品或零件，得以相同型式之整新产品或零件更換之，而非以維修之方式為之。維修之產品及零件得以整新零件維修。若受維修之產品得保存使用者產生之資料，則產品維修可能導致資料遺失。

#### For India only

僅適用於印度

Section 13.8 is deleted and replaced with the following:

第13.8條應予刪除並以下列條文取代：

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 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.

除非適用之法律另有要求，在訴因發生超過二年後，本公司將不會提起法律訴訟，無論其形式或是否係因本合約或交易所生或與之相關。於該等時效經過後，除適用之法律另有要求且無法以契約放棄或限制，任何因本合約或交易所生之法律訴訟，及與該等訴訟相關之所有權利均應消滅。

#### For Indonesia only

僅適用於印度尼西亞

The following are added as new sub Sections to 12:

應加入下列條項至第12條：

- 13.23 The parties hereby waive the provisions of Article 1266 of the Indonesian Civil Code to the extent such provision requires a court pronouncement for unilateral termination of this Agreement.
- 13.24 All notices, requests, reports or other communications shall be made in English language.
  - (i) In the event of any inconsistency or different interpretation between the Indonesian language version and the English language version, the Indonesian language version is deemed to be automatically amended

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

- (with effect from the date of the execution of the English language version) to make the relevant part of the Indonesian language version consistent with the relevant part of the English language version
- (ii) Each party (i) acknowledges that, with its agreement, this Agreement has been predominantly negotiated in the English language; (ii) represents that it has read and fully understands the contents and consequences of this Agreement; (iii) represents that it has made and entered into this Agreement freely and without duress and (iv) represents that it has received independent legal advice with regard to this Agreement.

13.23 於該等條文要求法院宣告單方終止本合約之範圍內，當事人茲放棄印尼民法第1266條之權利。

13.24 所有通知、要求、報告或其他聯繫均應以英文為之。

- (i) 若印尼文版本與英文版本有任何歧異或不同解釋之處，印尼文版本應視同自動修正(自英文版本簽署日起生效)，使印尼文版本之相關部分與英文版本之相關部分一致。
- (ii) 各方當事人(i)承認其同意本合約主要係使用英文協議；(ii)聲明其已閱讀並完全瞭解本合約之內容及效果；(iii)聲明其係自由簽署本合約而未經脅迫；及 (iv)聲明其已針對本合約收到獨立法律意見。

Section 14 is deleted and replaced as follows:

第14條應予以刪除並以下列條文取代：

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia, without regard to its or any other jurisdiction's conflicts of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by and in accordance with arbitration rules of the Indonesian National Board of Arbitration ("BANI") ("Rules"). To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such arbitration, and waives any: (i) objection it may have to any proceedings brought in any such arbitration, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such arbitration does not have jurisdiction over such party. Without limiting the generality of the foregoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in BANI, and to the service of process in connection with any such claim or dispute by the mailing thereof by registered or certified mail, postage prepaid such party, at the address set forth in, or designated pursuant to, this Agreement. To the fullest extent permitted by law, each party hereby expressly waives (on behalf of itself and on behalf of any person or entity claiming through such party) any right to a trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement or the subject matter hereof. The arbitration must be conducted in Jakarta at the facilities of BANI by one arbitrator appointed in accordance with the Rules. Any notice of arbitration, response or other communication given to or by a party to the arbitration will be given and deemed to have been received as provided in the Rules. The costs of the arbitration will be determined and paid by the parties to the arbitration as provided in the Rules. Each party hereby renounces any right it may otherwise have to appeal or seek relief from the award or any decision of the arbitrators contained therein and agrees that, in accordance with Article 60 of Law No. 30 of 1999 of the Republic of Indonesia on Arbitration and Alternative Dispute Resolution ("Arbitration Law"), no party shall appeal to any court from the award or decision of the arbitrators contained therein.

本合約應以印尼法為準據法並依該法解釋之，而毋庸參照印尼或其他管轄權之衝突法原則。所有因本合約所生或與之相關之主張應依據Indonesian National Board of Arbitration(下稱「BANI」)之仲裁規則(下稱「仲裁規則」)，由該機構專屬管轄。為便利起見，各方當事人不可撤回地同意該等仲裁具有專屬管轄權及仲裁地，並放棄：(i)反對該等仲裁程序；(ii)主張提起之程序係不變立法庭；及(iii)反對(針對該等程序)該等仲裁對該方當事人有管轄權之權利。在不限制上述一般性之前提下，各方當事人特別地及不可撤回地同意BANI具有處理該等主張或爭議之個人及管轄權，並同意該等主張或爭議之相關送達，得以該等當事人準備之掛號或認證信件及郵資，寄送至此處所載之地址或依據本合約指定之地址。在法律完全允許之前提下，各方當事人茲明示放棄(代表其自己及透過該方當事人主張之個人或實體)，在任何因本合約或主旨所生或與之相關之任何類型之訴訟、爭訟、程序或反訴中，主張應由陪審團審判之權利。仲裁必須在位於雅加達BANI之場所，由依據仲裁規則所指派之獨任仲裁人進行之。給予仲裁當事人或其提出之仲裁、回應或其他聯繫之通知，將依據仲裁規則之規定提出及視為收受。仲裁之費用將由仲裁當事人依據仲裁規則之規定決定及支付。各方當事人茲拋棄針對仲裁人之裁決或決定提出上訴或尋求解除之任何權利，並同意依據印尼1999年Arbitration and Alternative Dispute Resolution (下稱「仲裁法」)第30號法案第60條，雙方當事人均不得針對仲裁人之裁決或決定向法院提出上訴。

#### For Malaysia only

僅適用於馬來西亞

The following is added to Section 13.13:

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

下列條文應加入第13.13條：

You may make inquiries or complaints, and access or correct such information or limit the processing of personal data by contacting the Data Privacy Officer via telephone at +603 7710 9012 or via e-mail at [Lenovomy@lenovo.com](mailto:Lenovomy@lenovo.com). Note that it will be necessary for Lenovo and the Enterprise of which it is a part to process such information in connection with this Agreement and the products or Services, without which Lenovo will not be able to carry out its performance of this Agreement. You represent and warrant that the consent of individuals whose information you have disclosed to Lenovo and the Enterprise of which it is a part have been sufficiently obtained to allow Lenovo and the Enterprise of which it is a part to process the same for purposes relating to this Agreement and the products or Services.

貴公司得撥打+603 7710 9012或透過電子郵件([Lenovomy@lenovo.com](mailto:Lenovomy@lenovo.com))聯繫資料隱私負責人，進行詢問或申訴、查詢或更正該等資訊，或限制個人資料之處理。請注意聯想及屬於聯想之企業，有必要處理與本合約及產品或本服務相關之該等資訊，否則聯想無法履行本合約。貴公司聲明及保證貴公司揭露予聯想及屬於聯想之企業之個人資料，貴公司已充分取得等個人之同意，允許聯想及屬於聯想之企業得基於本合約及產品或本服務相關之目的處理該等個人資料。

#### **For New Zealand only**

僅適用於紐西蘭

The following is added to Section 11 (Warranty of Services):

下列條文應加入第11條(保固服務)

Notwithstanding any other provision of these Terms and Conditions, any service supplied by Lenovo are subject to the mandatory warranties and conditions of the Consumer Guarantees Act 1993 ("Act") unless You are a business or are being supplied by Lenovo for the purposes of a business, in which event pursuant to section 43 of the Act, Lenovo and You hereby agree that the Act will not apply to these Terms and Conditions.

不論本條款之其他條文，聯想所提供之任何服務應符合1993年消費者保證法(下稱「法律」)之強制保固及條件，若貴公司為事業或基於事業之目的由聯想提供服務，在該等情況下根據法律第43條，聯想及貴公司茲同意法律不適用於本條款。

The following is added to Section 13.13

下列條文應加入第13.13條

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993 by contacting Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 4, 12 Help Street, Chatswood NSW 2057. Telephone: +61 2 8003 8200. Email:[lensyd\\_au@lenovo.com](mailto:lensyd_au@lenovo.com).

若貴公司拒絕提供貴公司的個人資料，或不願本公司移轉貴公司的個人資料予本公司之代理人或承包商，則聯想將無法履行本保固下之服務。依據1993年隱私法，貴公司有權向Lenovo (Australia & New Zealand) Pty Limited (ABN 70 112 394 411) 地址：：Level 4, 12 Help Street, Chatswood NSW 2057，電話：+61 2 8003 8200，電子郵件：[lensyd\\_au@lenovo.com](mailto:lensyd_au@lenovo.com)聯繫，查閱貴公司的個人資料並要求更正其中之錯誤。

#### **For Singapore / Vietnam / Cambodia / Brunei / Laos / Myanmar only**

僅適用於新加坡 / 越南 / 柬埔寨 / 汶萊 / 寮國 / 緬甸

The following is added to Section 13.13

下列條文應加入第13.13條：

You agree that where you provide Personal Data to Lenovo, you agree that you comply with all applicable Data Protection Requirements and you will ensure that any third party who has provided such information to you, complies with all applicable Data Protection Requirements. In particular you agree not to transfer any Personal Data beyond the territory of Singapore without Lenovo's prior approval and shall respond to (and provide reasonable assistance to Lenovo in responding to) any request or query by individuals whose Personal Data you have collected (where applicable), processed, used or disclosed, for information as to their Personal Data or how it may have been used and/or for the correction of such Personal Data. Data Protection Requirements shall mean the Personal Data Protection Act (Act 26 of 2012) and any regulations and/or guidelines implementing or made pursuant to them and any similar law and regulations in the Territory. Personal Data shall have the meaning set out in applicable Data Protection Requirements, that is, "data, whether true or not, about an individual who can be identified — (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access.

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

貴公司同意若貴公司提供個人資料予聯想，貴公司同意遵循所有適用之資料保戶要求，且貴公司將確保任何提供該等資訊予貴公司之第三人，遵循所有適用之資料保護要求。特別是貴公司同意未經聯想事前核准，不得移轉任何個人資料至新加坡境外，且應回覆(並提供合理協助予聯想回覆)貴公司所蒐集(如有適用)、處理、使用或揭露之個人資料所屬個人之要求或詢問，有關個人資料之資訊或其將如何被使用及/或更正該等個人資料。資料保護要求係指個人資料保護法(2012年26號法案)及任何依據該法律所實施或公布之任何法規及/或準則，及領域內之任何類似法律及法規。個人資料之意義如適用之資料保護要求所載，亦即無論是否屬實，關於可辨識個人之相關資料 – (a)來資該等資料；或(b)來自該等資料及其他資訊，且組織得已或可能得以查閱者。

The following is added as a new sub Section to 13:

下列條項應加入第12條：

13.25 Subject to the rights provided to Lenovo's affiliates as provided elsewhere in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

13.25 除本合約於他處規定賦予聯想關係企業之權利者外，非本合約當事人之他人應無權依據契約(第三人權利)法執行本合約條款。

Section 14 is deleted and replaced with the following:

第14條應予以刪除並以下列條文取代：

This Agreement shall be governed by and interpreted in accordance with the laws of Singapore, without regard to its or any other jurisdiction's conflicts of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by a court located in Singapore.

本合約應以新加坡法為準據法並依該法解釋之，而毋庸參照新加坡或其他管轄權之衝突法原則。本合約所生或與之相關之所有主張或爭議，應由位於新加坡之法院專屬管轄。

#### **For Hong Kong and Macau only**

僅適用於香港及澳門

The following is added as a new sub Section to 13:

下列條項應加入第 13 條：

13.26. Subject to the rights provided to Lenovo's affiliates as provided elsewhere in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Ordinance (Cap. 623) Act to enforce any of its terms.

13.26 除本合約於他處規定賦予聯想關係企業之權利者外，非本合約當事人之他人應無權依據第 623 章之合約(第三者權利)條例執行本合約條款。

Section 14 is deleted and replaced with the following:

第14條應予以刪除並以下列條文取代：

This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong S.A.R., without regard to its or any other jurisdiction's conflicts of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by a court located in Hong Kong S.A.R..

本合約應以香港法為準據法並依該法解釋之，而毋庸參照香港或其他管轄權之衝突法原則。本合約所生或與之相關之所有主張或爭議，應由位於新加坡之法院專屬管轄。

#### **For Taiwan only**

僅適用於台灣

The following is added as a new sub Section to 13:

( 中譯文僅供參考，與原文相較可能不盡完整或有歧異，如有疑義應以英文本為準。 )

下列條項應加入第 13 條：

- 13.27. You declare that you have been provided with the statutory review period and informed of the subsequent registration and activation upon the purchase of a service and have reviewed the terms and conditions of the Agreement.
- 13.27 貴公司聲明貴公司於購買任一服務時已取得法定之審閱期間，且被告知後續之註冊及啟動，並已審閱以下之條款。