



# Lenovo Data Center Services Agreement

**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.**

## Contracting Entity:

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.

## 1. What This Agreement Covers

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.

## 2. What This Agreement Does Not Cover

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.

## 3. Registration and Activation for Services

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.

## 4. Service Offerings

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.

## 4.1. Warranty Extension

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.

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

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.

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.

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.

### Service Definitions/Descriptions

#### 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).

#### 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.

**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.

#### 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.

#### 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.

#### 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.

#### 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

#### Response Times

**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.

**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.

**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.

**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.

**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.

**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.

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

**a. Parts Delivered Next Business Day**

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.

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

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 for market specific information.

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

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 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 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.

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

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 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.

**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**

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 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.

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

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 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.

**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**

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 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.

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

**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**

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 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.

**Exclusions of Service Levels**

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
- 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

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

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 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).

**4.3. Other Services – Microcode Support**

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

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.

**b. Microcode Support – Services Coordination**

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:

- the objectives of the Microcode Services;
- the Eligible Lenovo Machines supported under this Agreement;
- 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.

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

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:

- 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

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.

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.

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).

**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.

**4. 4. Other Services – Enterprise Software Support - also known as Remote Technical Support**

**a. Service Description**

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

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.

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.

#### **b. Supported Product List**

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>

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.

#### **c. Your responsibilities**

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;
- 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.

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

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

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

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)

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

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.

#### 4.5.1 Other Services - Deployment Services

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

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.

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.
- 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.

Deployment Services do not include but may be purchased separately:

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

#### 4.5.2 Other Services – Health Check Services

Lenovo offers Health Check Services for Lenovo Server, Storage, Networking products as well as ThinkAgile solutions. Health Check Services assess system's security, performance, configuration, and availability problems on your designated products ("Health Check Services" or "Health Check").

These Health Check Services will be provided by Lenovo or a Lenovo authorized partner ("Consultant") onsite or remotely. Once assigned, the Lenovo consultant will:

- Conduct a pre-planning call to discuss Health Check tasks and coordinate Health Check Services
- Perform an onsite or remote initial hardware verification
- Take inventory of all firmware and software levels and create a list of update recommendations
- Perform updates/upgrades where applicable to Lenovo best practices
- Provide post Health Check documentation detailing original inventory, recommended changes, and actual changes of each installed component.

For a detailed scope of the Health Check Service for your product or solution, review the pre-Health Check survey provided by your Lenovo products sales representative or partner.

#### Customer Responsibilities

You agree to:

- assign a technical lead to act as liaison with Lenovo. The technical lead will coordinate access to your other resources (such as programmers, etc.) as required.
- ensure the designated data center location has the required power and cooling in place and such power and cooling is appropriate to support the applicable systems
- ensure required power and network connections are fully operational and plugged in;
- ensure all nodes and network switches are available.
- be responsible for:
  - obtaining those products (such as any required software or hardware) and services upon which Lenovo is relying to provide the Health Check;
  - providing and paying for Internet access service or telecommunications transport circuits; and
  - your own network security policy and security violation response procedures.

Health Check Services do not include the following but may be purchased separately:

- Hardware Installation Services
- Deployment Services
- Additional Data or workload migration
- Backup/Recovery or disaster recovery implementation
- Training Services
- Assistance with Customer documentation, processes and standard operating procedures.
- Troubleshooting network connectivity problems

If the Consultant arrives for on-site Health Check Services and any of the above customer responsibilities are not met which prevent successfully completing the services then rescheduling may be subject to additional charges.

Customer may request additional services not described in the Health Check survey by submitting a Project Change Request (“PCR”) Form or requesting a Statement of Work (“SOW”) for such services. Such additional services shall incur additional charges. Any responsibilities not specifically included in this Agreement as Lenovo responsibilities are out of scope.

#### 4.5.3 Other Services – Professional Service Tokens

Lenovo offers a program allowing credits (“Service Tokens” or “Tokens”) to be pre-purchased and utilized against a defined menu of Lenovo services (<https://lenovopress.com/lp1420>) (“Menu”). The Menu is designed to be used as a guide on the type of services available and provides a baseline Token cost (for each service), which may be adjusted based on sizing and scope of work required. Lenovo reserves the right to change the Menu at any time and without prior notice or consent. For a detailed description and scope of each service within the Menu, please review the associated datasheet at <https://lenovopress.com/lp1420>. Any custom service will be defined prior to the service commencing.

The Service Token program is subject to the terms below:

1. The Token amounts listed in the Service Tokens menu reflect the cost required for services performed during standard business hours. Additional Tokens may be required for services performed outside standard business hours including holidays, evenings, and weekends.
2. Pre-delivery planning and coordination with the Customer is required for all service offerings in the Menu.
3. Tokens required for each service will vary based on the number and type of product related to the services.
4. Service Tokens are valid for a period of 12 months from the date of purchase and must be scheduled for use within such time-period.
5. The value of any Service Tokens not utilized within 12 months will be lost and cannot be refunded or used against any future services.
6. Lenovo products must have valid warranty or support entitlement with Lenovo when Service Tokens are utilized.
7. The Tokens required for each service will be confirmed prior to service commencement.
8. Service Tokens are available to purchase in bundles of 10, 100 and 500.
9. There may be an option to custom size a listed service. Such custom sizing requires Lenovo’s approval and may require additional Tokens.
10. The Service Token program is not intended for business partners or for bulk purchases of Tokens for use with multiple unspecified end user customers. Service Tokens will be channel enabled but must be sold to end user customers specifically identified to Lenovo.

#### Lenovo responsibilities

- Lenovo will contact the customer after purchase to assist the customer with preparation and services planning.

#### Customer responsibilities

- Customer shall provide Lenovo with an authorized customer contact for utilization of Service Tokens and scheduling of services.
- Contact the Lenovo representative during the validity period to check Service Tokens status and schedule services.
- Customer shall promptly provide information requested by Lenovo required to enable Lenovo to schedule and perform services.
- Lenovo may require customer prerequisites prior to services commencing.

Customer may request additional services not described on the Menu and shall request such services in writing. If Lenovo is able to perform such services and agrees to the request, Lenovo shall advise customer of the Tokens required for such services.

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

##### a. Service Description

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

- a) Provide information about installation, configuration and use of the StorSelect Software

- b) Initial problem determination;
- c) Gathering logs and error messages generated by the StorSelect Software;
- d) Database search for known problems;
- e) Initial troubleshooting to isolate hardware or software issue;
- f) Notify customers of the availability of new software release and enhancement.

**b. Your responsibilities**

You agree to:

- i. Have appropriate licenses to the software products for which you request assistance;
- ii. Provide Lenovo with all relevant and available diagnostic information (including product or system information)
- iii. 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.
- iv. 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 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.

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

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 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.

**4.8. Other Services – Technical Account Management (“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.

**a. Service Description:**

**Lenovo shall:**

- 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.

**b. Customer responsibilities:**

**Customer Shall:**

- 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

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

Premier Support shall include:

- Access on a 24x7 basis (including holidays) for select markets and select languages to Lenovo Customer service and support of Lenovo Products.
- 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.
- 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.**
- 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.

**Premier Support does not include:**

- 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.

#### **5. Lenovo Business Partners**

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.

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

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.

#### **6. Purchase of Service from Lenovo**

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.

#### **7. Lenovo Return/ Cancellation Policy**

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 your within 30 days of the purchase date. A copy of your invoice must accompany the return.

#### **8. Availability of the Service**

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.

## 9. Withdrawal of Service

Lenovo may withdraw part or all of any Services specified herein on one month's 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.

## 10. End of Service ("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.

## 11. Warranty of Services

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

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

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

## 12. Limitation of Liability

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

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

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

## 13. General

- 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 fulfil 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 fulfil 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.

#### 14. Geographic Scope and Governing Law

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.

### APPENDIX A – MARKET SPECIFIC TERMS

**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, 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.**

#### **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.

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

**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 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.

#### **For Mexico only**

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

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.

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

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.

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

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.

**For Brazil only**

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

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.

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

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.

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

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.

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

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

#### **Onsite Service**

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.

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

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.**

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

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.**

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

#### **Full Labor 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. This Service is only available in certain locations. Contact Lenovo or a service provider for details on availability.

#### **Annual Preventive Maintenance**

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.

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

#### **Hardware Installation Services**

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

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

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

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.

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

- 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

#### 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, Ukraine, and Belgium, Cyprus, Denmark, Finland, Greece, Ireland, Israel, Luxemburg, Netherlands, Norway, Sweden, Tunisia, United Kingdom**

#### 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**

**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**

#### Customer Responsibilities

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 about any 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>

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

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

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

**For Russia and Ukraine only**

### **Onsite 9x5 48 Business Hour Committed Service Repair (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 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.

#### **For Russia and Kazakhstan only**

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

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 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.

#### **For Russia, Ukraine and Kazakhstan only**

### **9x5 Next Business Day Parts only**

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 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.

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

**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.

### **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.

### **Customer Responsibilities**

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 about any 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>

### **For Japan only**

#### **Lenovo Services Entry**

This offering provides Technician Installed Parts service described below.

#### **Lenovo Services Value Selection**

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

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

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.

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

##### 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.

##### 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.

#### **Setup Support 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.

##### 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

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

## For Korea only

### Preventative Maintenance (PM) Services

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

### Extended Time Services

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

### Software Onsite Service

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

## For Australia only

### Service Definitions/Descriptions:

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).

## Warranty Upgrades

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

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

### Important Notice:

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.

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.*

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:

- (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;
  - (iv) the payment of the cost of having the goods repaired; or
- (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.

Section 13.13 is deleted and replaced with the following:

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.

The following are added as new Sections to 13:

- 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.

#### **For India only**

Section 13.8 is deleted and replaced with the following:

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.

#### **For Indonesia only**

The following are added as new sub Sections to 13:

- 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 (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.

Section 14 is deleted and replaced as follows:

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.

#### **For Malaysia only**

The following is added to Section 13.13:

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.

### **For New Zealand only**

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

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.

The following is added to Section 13.13

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.

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

The following is added to Section 13.13

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.

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

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.

Section 14 is deleted and replaced with the following:

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.

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

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

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.

Section 14 is deleted and replaced with the following:

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 Macau S.A.R..

### **For Taiwan only**

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

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.