



## Lenovo Personal Computing Devices Services Agreement

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

**PART 1- GLOBAL TERMS**

**PART 2- COUNTRY SPECIFIC TERMS**

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

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### PART 1 - GLOBAL TERMS

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#### **Contracting Entity:**

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

#### **1 What This Agreement Covers**

This Agreement, together with the Lenovo Limited Warranty, is the complete agreement between you and Lenovo regarding Warranty Extension, Warranty Upgrade, Post Warranty, and Other Services (each a “Service” or collectively “Services”), sold via a part number specified on your invoice or order confirmation. It supersedes and replaces prior oral or written communications between you and Lenovo regarding the Service or Services specified in this Agreement. Additional terms in any order or written communications from you shall be void. This Agreement modifies the Lenovo Limited Warranty only as specified below. Capitalized terms used but not defined in this Agreement shall have the meaning given to them in the Lenovo Limited Warranty, which can be viewed at [http://www.lenovo.com/warranty/lw\\_02](http://www.lenovo.com/warranty/lw_02). **Not all Services are available in all regions, countries or products.** This Agreement only applies to the specific Service you purchased.

#### **2 What This Agreement Does Not Cover**

**This Agreement does not apply to Lenovo Servers, Storage and Phone products.**

**Lenovo shall have no responsibility for the following:**

- (i) uninterrupted or error-free operation of a product or Service;
- (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; or
- (viii) any pre-existing defects in your product that occurred on or before the date of this Agreement.

### 3 Registration and Activation

Registration is the process by which Lenovo entitles your hardware product to the Service you have purchased. Service needs to be registered 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 as detailed in Section 6.

### 4 Obtaining Service

Contact Lenovo or a Lenovo-Authorized Service Provider ("Service Provider") or Lenovo authorized reseller, if purchased from a reseller, in the country of purchase. You must follow the problem determination and resolution procedures as specified. Service Provider may attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. For additional information, visit [support.lenovo.com](http://support.lenovo.com).

### 5 Availability of the Service

The specified level of Service may not be available in all locations. Even where Service is indicated as available, there may still be certain geographical limitations such as islands and remote regions or a lack of trained personnel which prevent the provision of Service. Even if Service is indicated as not available, Lenovo may still be able to address your requirements.

### 6 Service Offerings

Services are only compatible with certain products as described in this Agreement and as specified on your invoice. Information Lenovo collects to provide the Service Offerings is handled in accordance with Lenovo Privacy Statements.

#### 6.1 Service Definitions

##### A. Customer Replaceable Unit ("CRU")

A CRU is a replacement part that Service Provider will ship for installation by you. CRUs that are easily installed by you are called "Self-service CRUs". Installation of Self-service CRUs is your responsibility. "Optional-service CRUs" are CRUs that require technical skill and tools. Service Provider may install Optional-service CRUs or Self Service CRUs if an optional Service is purchased. You may find CRUs and their designation at [support.lenovo.com/partslookup](http://support.lenovo.com/partslookup) or by contacting Lenovo Representative.

##### B. Field Replacement Units ("FRU")

A FRU is a replacement part that is not a CRU. The installation of a FRU will be handled by a service technician.

##### C. Technician Installed CRUs ("TICRU")

A TICRU is used if a problem with your product may be remedied with a CRU to replace an internal part. A service technician will be dispatched to your location to install the CRU. Replacement of external parts with a CRU remains your responsibility.

##### D. On-site Service

On-site Service means if a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. For service provided at a residence, an adult must be present at all times during the service technician's visit. At Lenovo's discretion for further investigation, performance test, etc., some repairs may need to be completed at a service center. If so, Service Provider will send the product to the service center at its expense and return the repaired or replacement product.

**On-site Services are only available in certain locations. For certain products service areas may be found at [www.lenovocator.com](http://www.lenovocator.com) or by contacting Lenovo representative. Additional charges may apply outside a Service Provider's normal service area.**

##### E. Hours of Field Service Coverage

- Business Hours: 9x5 coverage is defined as 9 hours per day, 5 days per week, during normal business hours, excluding local public & national holidays
- 24/7 Hours: 24x7 coverage is defined as 24 hours per day, 7 days per week, 365 days per year.

##### F. 8 Hour Response time

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 at your location. This 8-hour period is in addition to the average problem determination time from call placement for both parties to determine problem and define the required action plan.

##### G. 4 Hour Response time

4 hour response target time 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 at your location. This 4-hour period is in addition to the average problem determination time from call placement for both parties to determine problem and define the required action plan.

##### H. Lenovo Representative

A Lenovo Representative shall mean to include Lenovo sales, contact center agent, Lenovo authorized reseller or distributor.

## 6.2 Service Offering Descriptions

### A. Warranty Extension

The duration of any extended warranty for your product will be for the period you purchase, commencing on the start date of the original base warranty. Any extension must be purchased during the product's original base warranty (for example if original warranty is 1 year and Warranty Extension is purchased for 3 years, then the total number of years for Warranty Extension is 3 year). Parts consumed through use of the product for example stylus, digitizer pen, and batteries are not covered by this Service. Warranty Period for all Lenovo batteries, stylus, and digitizer pens are limited to 12 months unless otherwise specified. Unless you purchase a separate Battery Warranty Extension, the warranty period for your battery will expire at the end of the period specified in your Lenovo Limited Warranty.

### B. Battery Warranty Extension

The duration of the extended Lenovo Limited Warranty for the battery in your product will be for the period you purchase, beginning on the start date of your battery's original base warranty period. You are entitled to one battery replacement in the event of battery failure during the extended period after your battery's original base warranty period. The battery in your product is a CRU, so a replacement battery will be shipped to you. This Service must be purchased before the end of your product's original battery base warranty period.

### C. Sealed Battery Warranty Extension

The duration of the extended Lenovo Limited Warranty for the battery in your product will be for the period you purchase, beginning on the start date of your battery's original base warranty period. You are entitled to one battery replacement in the event of battery failure during the extended period after your battery's original base warranty period. The battery in your product is a sealed battery and is not a CRU, so your battery will be replaced at a depot or at your location depending on the Warranty Upgrade purchased. This Service must be purchased before the end of your product's original battery base warranty period.

### D. Warranty Upgrade

The service type of your Lenovo Limited Warranty and any applicable Warranty Extension will be upgraded to the Service type below according to the Warranty Service Upgrade options you purchase. For a system upgrade to be honored, the system must also be covered by the original or extended warranty.

**D.1. Depot Service:** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product and packing it in the shipping container along with any other parts or information required by Lenovo, and return product to the designated service center. Shipping expenses will be paid by the Service Provider. Upon resolution, Lenovo will ship the product at your registered location. You will be liable for the cost of any parts not packaged and mailed with the product.

**D.2. Carry In:** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product within a reasonable period, Service Provider may dispose of the product as it sees fit, with no liability to you.

**D.3. Expedited Depot** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center with expedited turnaround. You are responsible for disconnecting the product and packing it in the shipping container for the return of your product to the designated service center. Shipping expenses will be paid by Service Provider.

**D.4. On-Site Service:** If a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. .

**D.5. On-Site Service – Second Business Day Response (“SBD”):** If a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. A service technician will be dispatched to arrive at your location within two business days. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 4:00pm local time will require an additional day to dispatch a service technician.

**D.6. On-Site Service – Next Business Day Response (“NBD”):** If a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. A service technician will be dispatched to arrive at your location on the next business day. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 4:00pm local time will require an additional day to dispatch a service technician. This Service is subject to availability of service parts. .

**D.7. On-Site Service – 8-hour Response (24x7) Response:** If a problem with your product cannot be resolved via telephone, repair will be performed at your location. After you follow the telephone problem determination, a service technician will be dispatched to your location within eight hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, and 365 days per year. You must follow the telephone problem determination procedures before a service technician will be dispatched. Provision of this Service is dependent on the availability of service

parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at [www.lenovo.com/registration](http://www.lenovo.com/registration). This Service may not be available for up to thirty (30) days after location activation.

**D.8. On-Site Service – 4-hour Response (Business Hours):** If a problem with your product cannot be resolved via telephone, repair will be performed at your location within 4 hours as described under the response time section of this agreement. After you follow the telephone problem determination, a service provider technician will be dispatched to your location. You must follow the telephone problem determination procedures before a service technician will be dispatched. This Service is available during normal business hours, Monday through Friday, excluding holidays. This Service is subject to availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at [www.lenovo.com/registration](http://www.lenovo.com/registration). This Service may not be available for up to thirty (30) days after location activation.

**D.9. On-Site Service – 4-hour Response (24x7):** If a problem with your product cannot be resolved via telephone, repair will be performed at your location. After you follow the telephone problem determination, a service provider technician will be dispatched to your location within 4 hours. This Service is available 24 hours per day, 7 days per week, 365 days per year. You must follow the telephone problem determination procedures before a service technician will be dispatched. Provision of this Service is dependent on the availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at [www.lenovo.com/registration](http://www.lenovo.com/registration).

**D.10. International Warranty Service Upgrade:** International Warranty Service Upgrade ("IWS Upgrade") enables customers who travel with an IWS Upgrade to receive Service in eligible countries other than the country in which the Service was purchased. The length of IWS Upgrade is based upon the original warranty period assigned in the country of origin where the machine type was first sold. The Service delivery will be determined by the destination country subject to Service capabilities and parts availability in the destination country. Lenovo makes no commitment that the same method of service purchased in the original country will be provided in the destination country. Service procedures vary by country, and some service and/or parts may not be available in all countries. This may result in select parts being replaced by local country equivalents. Certain countries may require additional documentation, such as proof of purchase or proof of proper importation, prior to performing IWS Upgrade. Service delivery capabilities for specific countries may be found in the Safety, Warranty and Setup Guide for your machinetype.

### 6.3 Other Services Offerings

#### A. Technician Installed CRUs

If a problem with your product may be remedied with a CRU to replace an internal part, a service technician will be dispatched to your location according to your applicable service type to install the CRU. Replacement of external parts with a CRU remains your responsibility.

#### B. Keep Your Drive

Keep Your Drive, allows you to retain a defective drive that is replaced under the Lenovo Limited Warranty. This Service applies to the original drive in your product and any replacement storage drive provided for your product under the Lenovo Limited Warranty. You must provide Lenovo serial number of each drive which you retain under this Service and execute any document provided by Lenovo acknowledging your retention of the hard drive. This Service does not apply to any drive provided by Lenovo for a product not purchased by you.

#### C. Accidental Damage Protection and Accidental Damage Protection One

##### C.1 Accidental Damage Protection ("ADP") or ("ADI").

Accidental Damage Protection is also known as Accidental Damage Insurance in some regions ("ADP" or "ADI"). Due to regulatory variations, ADP or ADI availability may vary. Please see the region-specific annex of the Agreement for variations and availability of such services. Where ADI is available, claims may be subject to criteria and requirements of the insurer underwriting the service.

##### C.2 This Service covers operational or structural failure caused by:

- (i) liquid spills on the keyboard;
- (ii) unintentional bumps or drops from not more than fifteen (15) feet or five (5) meters; and
- (iii) an electrical surge that damages the product's circuitry, or failure of the integrated screen, Lenovo will repair or replace (in its sole discretion) the product; provided, however, that the damage to the product is caused by an accident and is unintentional.

This Service only covers components installed in your product at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated screen, optional features installed by Lenovo at the time of purchase, and other components that Lenovo includes as a standard feature with the product.

**C.3 Accidental Damage Protection One ("ADP ONE").** ADP ONE is a limited version of ADP made available for purchase on select Lenovo Products. Under ADP ONE, all the terms above for ADP apply subject to the following limitations: Customer is limited to one repair of accidental damage within the policy term purchased. Once a Lenovo Product is repaired or replaced

under ADP ONE, ADP ONE coverage expires. Such replacement product may not be new or the same item; however, it will be functionally equivalent. ADP ONE service is only available in the country or region in which you purchased your ADP ONE coverage.

**C4 ADP and ADP ONE does not cover the following:**

- a) CRU batteries, light bulbs, memory disks, wire connections, AC adapters, carrying cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software (preloaded or purchased separately), tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice or other input/output devices, projectors;
- b) any other components not internal to the product, any pre-existing defects in your product that occurred on or before the date of this Agreement, optional features not installed by Lenovo at the time of purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, products not purchased from Lenovo or any products repaired by anyone other than Lenovo or a service provider authorized by Lenovo;
- c) Normal wear and tear of the product;
- d) Parts intended to be replaced or consumed - e.g., batteries, stylus, digitizer pen, etc.; or
- e) Cosmetic damage (e.g., scratches, dents, or cracks that do not affect the product's functionality or structural integrity);
  - (i) Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, improper maintenance by anyone other than Lenovo-authorized service providers, removal of original parts or alteration of product or identification labels;
  - (ii) Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids; or
  - (iii) Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, acts of God.

**Coverage Period for ADP and ADP ONE:** ADP and ADP ONE shall begin on the warranty start date of the product. It will expire at the end of the period specified in your invoice. The Coverage Period terminates immediately if your product is replaced under this Agreement.

**Waiting Period for ADP and ADP ONE:** When ADP and ADP One is purchased subsequent to the purchase of your product, you may not exercise your rights to Service for thirty (30) days from the purchase date of the Service. Lenovo reserves the right to inspect your product prior to agreeing to provide Service, when Service is purchased subsequent to the purchase of your product.

**D. Priority Technical Support**

This Service provides 24x7 accesses to advanced-level technicians. When you contact a technician, you must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve your problem over the telephone and may direct you to download and install software updates. If a problem covered by the Lenovo Limited Warranty cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

**D.1 Lenovo and Third-Party Software Support for Priority Technical Support**

Lenovo will provide direct telephone support for installation and basic usage problems for core software (supported software defined by Lenovo and third party software provider). If Lenovo determines the performance of your product is related to a third-party software application (included on collaborative list between Lenovo and third party software provider), Lenovo will contact the third-party software supplier, open a service request on your behalf, and transfer your call to the software supplier. Lenovo is not responsible for third-party software or the acts or omissions of any software supplier. This Service is only available if you have the necessary licenses, support agreements, and entitlements from the software supplier. This Service is available for support of Lenovo software subject to the terms of your software license agreement with Lenovo.

## E Premier Support

Lenovo shall provide:

### E.1 Premier Support Contact Center to facilitate:

- a) remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection);
- b) Original Equipment Manufacturer (“OEM”) Supported Software Support (for systems only). Software support for Lenovo Device Intelligence (LDI), LDI Plus, and LDI Managed Services does not extend to hardware replacement without diagnostic issue confirmation;
- c) help with configuration, including resolution refresh rate, display setting, multi-monitor interoperability, connecting to a projector or TV, and support on popular software, device drivers, games, app settings and computer-aided design software (for monitors only);
- d) information regarding your warranty Incident case management to help track, progress and close;
- e) validation of your product serial number and Service entitlements;
- f) determine whether your issue is a warranty Incident; and determine whether your warranty Incident can be resolved via one of the following (at Lenovo’s discretion);
- g) On-site Service NBD (for systems only) where possible; and
- h) Product Exchange Service NBD (for monitors only) where possible.

NBD On-site Services:

- are available only on selected models of Lenovo products;
- will be provided on weekdays during normal business hours, excluding weekends and holidays. Arrival times will depend on your registered location and your prompt response to Lenovo’s request for confirmation of arrival time;
- do not guarantee the resolution of a warranty incident, nor the resolution of the warranty Incident within a given period of time;
- and require that, where you are not available at your registered location, the Lenovo service provider will leave contact details to provide evidence of Lenovo’s visit. At Lenovo’s discretion you may be charged an additional charge for any required follow-up visits.

### E.2 Technical Account Manager (“TAM”) to provide:

- a) end-to-end case management regarding your warranty incidents to help track, progress and close;
- b) escalation management and a single, designated point of contact for all your warranty Incident management;
- c) where required, coordinate or implement On-site Service NBD (for systems only);
- d) support for preliminary network connectivity requests (for systems only);
- e) where required, coordinate or implement Product Exchange Service NBD (for monitors only); and
- f) online support to Lenovo support forums.

### E.3 Warranty Incident Resolution – Remote for Premier Support

Post completion of Premier Support Call Center troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve your warranty Incident.

### E.4. Parts Prioritization for Premier Support

Prioritization of parts allocation for your warranty incidents. Parts availability may impact service delivery SLAs.

### E.5 OEM Supported Software Support for Premier Support

OEM Supported Software Support includes collaborative assistance to engage with OEMs on OEM Supported Software concerns, pursuant to the following:

- a) providing operating system and setup assistance associated with the OEM Support Software (Note: Setup Assistance only includes support of OEM Support Software; basic/how-to questions; feature definition questions; and OEM available fix/patches assistance and implementation);
- b) Lenovo’s TAM acting as a single point of contact to facilitate communication between you and the OEM;
- c) until your issue is identified, isolated and escalated to the OEM, Lenovo’s TAM will engage with the OEM to register your issue. Lenovo’s TAM will then monitor the issue and update on status and proposed resolutions;
- d) you must have all necessary license and support agreements in place with the OEM prior to the Service;
- e) Lenovo has no responsibility or liability for the performance of the OEM’s software, products or services;
- f) Lenovo does not warrant that any issue will be resolved;
- g) resolutions may not be available from the OEM. You accept that where no resolution is available, or where the resolution is unacceptable to you, that Lenovo’s obligation to provide collaborative support is still fulfilled;
- h) you must have all necessary licenses and support agreements in relation to the OEM Supported Software; and

- i) you must maintain the latest minimum release levels or configurations required for the Lenovo products (per [support.lenovo.com](https://support.lenovo.com)) and OEM Supported Software.

Consumer Product eligibility – Premier Support Plus and the services are available and will apply to commercial customers using consumer products. 'Consumer Products' for the purposes of this service means Lenovo V-Series, E-Series, N-Series, and IP Chrome products.

## F. Premier Support Plus

Premier Support Plus is a multi-faceted services solution that integrates Premier Support with other components of Lenovo's services portfolio for a comprehensive support experience. When you contact us for support, our service operators will leverage your Premier Support Plus warranty to address your issue depending on your specific needs. Features may vary according to Geography, device and operating system. Lack of availability of a feature will not entitle customer to refunds, or reduction in costs. Pricing and availability may vary at Lenovo's discretion. All features are available for purchase independently.

The terms and conditions applicable for specific service features are found in this Personal Computing Device Services Agreement as follows:

Premier Support: Section 6.3 E. This section states the terms which relate to Premier Support.

Lenovo Device Intelligence ("LDI"). LDI provides pro-active predictive diagnostic capabilities. LDI can be used on all Windows 10 and 11 enabled Lenovo Think machines running on AMD or Intel Processors. [LDI will not be available on certain operating systems such as Linux, Chrome OS, or Win IoT.](#)

[LDI terms and conditions](#) schedule, and the [Lenovo software license terms](#) are also incorporated into this Agreement by reference. Please note that the LDI service is not an automatic integration and requires registration and activation. Activation process and details will be made available to customer following purchase of Premier Support Plus. LDI software license term will be co-terminous with the hardware warranty entitlement and Premier Support Plus purchase date. LDI will not be extended beyond such date and access to the same beyond any warranty period is at the discretion of Lenovo and or LDI and may be terminated at any time. Proactive and Predictive amber alerts will result in hardware replacement after issue diagnosis, regardless of confirmation.

LDI will be considered as "unavailable" during:

- (a) Customer caused outages or disruptions;
- (b) A fault in the Customer's operating environment;
- (c) Faults or omissions with the internet;
- (d) Faults or omissions in equipment, wiring, cabling, software or other services which are maintained by Customer;
- (e) Faults proven to be caused by a virus introduced negligently or otherwise by the Customer onto the Customer's operating environment;
- (f) Any material breach of this Agreement which impacts the accessibility of software.
- (g) Used or administrated by an end user who is not a Customer IT administrator or someone with the equivalent level of technical expertise.

Accidental Damage Protection or Accidental Damage Insurance ("ADP" or "ADI") - Section 6.3 C and Section 6.3 K. Due to regulatory variations, ADP or ADI availability may vary. Please see the region-specific annex of the Agreement for variations and availability of such services.

Sealed Battery Warranty Extension - Section 6.2 C. This service will not be available for users of Chrome operating system(s). This is also not available for desktop PC computers. Please note that this service is only available for up to a maximum of 3 years. Purchasers of Premier Support Plus in advance of the 3 year package will not have access to Sealed Battery beyond the end of third year of subscription.

International Service Entitlement ("ISE") – Section 6.3 (H).

Service Engagement Manager ("SEM") - The SEM allocated to customers under this evolved service will have a more advanced remit. Contact by your SEM will be subject to the [Lenovo Privacy Policy](#). In order to be eligible for this SEM there must be a minimum number of 500 hardware units associated with the services under the account. The SEM terms applying for this service are found at Section 6.3 J.

## G. Premier Support for Motorola Smartphones

Premier Support for Motorola Smartphones includes standard support and extended support, sold via a part number specified on your invoice or order confirmation, for Motorola mobile phones ("Products").

The Service term is as specified on Your invoice or purchase confirmation.

Standard Premier Support for Motorola Smartphones includes Premier Support as described in Section G.1 below and Advanced Exchange as described in Section G.2 below. Extended Premier Support for Motorola Smartphones extends the term of the Standard Premier Support for Motorola Smartphones as described in Section G.3 below.

Additional charges may apply outside a Service Provider's normal service area.

### G.1. Premier Support

Lenovo shall provide:

#### G.1.1 Premier Support Contact Center to facilitate:

- a) remote troubleshooting and diagnostic assistance (including possibly connecting to your system or Products over a secure internet connection);
- b) information regarding your warranty Incident case management to help track, progress and close;
- c) validation of your Product serial number or IMEI and Service entitlements; and
- d) determine whether your issue is a warranty Incident; and determine whether your warranty Incident can be resolved via one of the following (at Lenovo's discretion).

#### G.1.2 Technical Account Manager ("TAM") to provide:

- a) end-to-end case management regarding your warranty incidents to help track, progress and close; and
- b) escalation management and a single, designated point of contact for all your warranty Incident management.

#### G.1.3 Warranty Incident Resolution – Remote for Premier Support

Post completion of Premier Support Call Center troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve your warranty Incident.

#### G.1.4 OEM Supported Software Support for Premier Support

OEM Supported Software Support includes collaborative assistance to engage with OEMs on OEM Supported Software concerns, pursuant to the following:

- a) providing operating system and setup assistance associated with the OEM Support Software (Note: Setup Assistance only includes support of OEM Support Software; basic/how-to questions; feature definition questions; and OEM available fix/patches assistance and implementation);
- b) Lenovo's TAM acting as a single point of contact to facilitate communication between you and the OEM;
- c) until your issue is identified, isolated and escalated to the OEM, Lenovo's TAM will engage with the OEM to register your issue. Lenovo's TAM will then monitor the issue and update on status and proposed resolutions;
- d) you must have all necessary license and support agreements in place with the OEM prior to the Service;
- e) Lenovo has no responsibility or liability for the performance of the OEM's software, products or services;
- f) Lenovo does not warrant that any issue will be resolved;
- g) resolutions may not be available from the OEM. You accept that where no resolution is available, or where the resolution is unacceptable to you, that Lenovo's obligation to provide collaborative support is still fulfilled;
- h) you must have all necessary licenses and support agreements in relation to the OEM Supported Software; and
- i) you must maintain the latest minimum release levels or configurations required for the Motorola Products (per <https://en-us.support.motorola.com/> and OEM Supported Software).

## G.2. Advanced Exchange

### G.2.1 Advanced Exchange by Mail:

In case of hardware failure of the original Product (“Defective Device”), Lenovo will deliver a new or certified refurbished replacement smartphone (“Exchange Device”) to you before you return your Defective Device back to us. You must return the Defective Device to Lenovo within 15 days from the date you receive the Exchange Device (“Return Period”).

1. Exchange Device shipped by Lenovo could be a new or Motorola-certified refurbished smartphone.
2. Lenovo can also replace your Defective Device with a similar model if the company no longer manufactures the smartphone originally purchased.
3. Your Motorola smartphone will not qualify for Advanced Exchange if the smartphone is damaged and/or is not covered under the Motorola Limited Warranty terms or Moto Care ADP Program, as applicable.
4. The Exchange Device will be shipped to you with a prepaid return shipping label.
5. You must use the prepaid return shipping label to return the Defective Device for which you received an Exchange Device and are requesting warranty service.
6. You will need to return your Defective Device within 15 days from the date you received the Exchange Device.
7. To guarantee that the Defective Device is returned, Lenovo will charge you the Fee as described below if you fail to return the Defective Device to Lenovo within 15 days.
8. Lenovo will dispose of any additional accessories like shells, removable batteries, SIM cards, SD cards, or Moto Mods returned with the Defective Device. You are responsible for removing any such accessories from the Defective Device. Lenovo accepts no liability for failure by You to observe this requirement.

You will be liable for the cost of the Exchange Device equal to the current MSRP of the Exchange Device and a handling fee (the cost and the handling fee together, the “Fee”) if:

- (1) Lenovo does not receive the Defective Device back within 15 days from the date you received the Exchange Device as indicated by the carrier’s tracking system;
- (2) the Motorola smartphone is not under Motorola Limited Warranty; and/or
- (3) the Motorola smartphone is excluded from warranty or service.

If You purchased the Defective Device from a Lenovo reseller or distributor, such reseller or distributor shall be responsible for Your compliance of the instruction to return the Defective Device; if You fail to return the Defective Device as instructed, the Lenovo reseller or distributor shall be responsible to collect the Fee from You. And such reseller or distributor shall in turn pay the Fee to Lenovo.

Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic, or typographic errors.

### G.2.2. Advanced Exchange Does Not Cover:

- (i) Normal wear and tear of the Product;
- (ii) Customer Induced Damage such as accidental physical damage, liquid damage (unless customer also purchased Accidental Damage Protection Service), abuse and tamper, (not covered by warranty);
- (iii) Parts intended to be replaced or consumed (e.g., batteries), or cosmetic damage (e.g, scratches, dents, or cracks that do not affect the Product’s functionality or structural integrity);
- (iv) Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environment, improper maintenance by anyone other than Lenovo authorized service providers, removal of original parts or alteration of a Product or identification labels;
- (v) Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids.

G.2.3 Also excluded from the agreement are batteries, light bulbs, external memory disks, wire connections, AC adapters, carrying or protection cases or folios, stylus or digitizer pens, cradles, docking stations, external keyboards, software (preloaded or purchased separately), any other components not internal to the Product, optional features not installed by Motorola at the time of Product purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Motorola logo) even if sold by Motorola or Lenovo, or any Product repaired by anyone other than Lenovo or a service provider authorized by Lenovo.

#### G.2.4 Response Times

This service provides a next-business-day dispatch of an Exchange Device upon creation of the service order. However, this response time does not constitute a guarantee of delivery date

#### G.2.5 Not Qualify for Service

A Product does not qualify for this Service if, after we receive it, there is evidence of any of the exclusions detailed in sections G.2.2 and G.2.3 to this Agreement or the Product does not show any hardware failure. In the event your Product is determined as excluded from this Service and you are not entitled to the Service you agree to pay the full value of the Exchange Device if any that we specify to you, within fifteen (15) calendar days of notification to you.

### G.3 Extended Premier Support for Motorola Smartphones

Extended Premier Support for Motorola Smartphones extends the terms of the Standard Premier Support for Motorola Smartphones, which include both the Premier Support as described in Section G.1 and Advanced Exchange as described in Section G.2. The Extended Premier Support for Motorola Smartphones also extends the Motorola Limited Warranty term of the Product. The extended terms of the Premier Service and the Motorola Limited Warranty are the same as the term of the Extended Premier Support for Motorola Smartphones You purchased and as specified on Your invoice or order confirmation.

Motorola will provide the services covered by the Standard Premier Support for Motorola Smartphones and the Motorola Limited Warranty to You during the extended term of the Extended Premier Support for Motorola Smartphones purchased by You. All the terms, conditions and exclusions of the Standard Premier Support for Motorola Smartphones and the Motorola Limited Warranty apply to the Extended Premier Support for Motorola Smartphones.

## H. Smart Office Services

Lenovo shall provide the following remote and Onsite Smart Office Services ("Smart Office Services") with Lenovo branded Think Smart Hub 500, Think Smart Hub 700 and its follow-on Smart Office Products ("Smart Office Products"). Smart Office Services are available with Smart Office Products only and for select countries as specified on your invoice or order documentation. To obtain Smart Office Services, Customers must follow the registration/entitlement process outlined in this Agreement within 30 days of purchase date of Smart Office Service. Customer shall provide access to its site, networks and personnel as necessary for the completion of each Smart Office Service selected by Customer. In addition, Customer shall provide to Lenovo written confirmation of Smart Office Service details prior to Lenovo commencement of each Smart Office Service. Unless agreed otherwise between Lenovo and Customer in advance, Smart Office Services are available during normal business hours, Monday through Friday, excluding holidays.

**H.1. ASSESS Service:** Lenovo shall remotely assess readiness of Customer environment to support Smart Office Products. Lenovo shall provide an assessment report in support of Assess Service. Customer shall complete the registration process prior to commencement of ASSESS Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

**H.2. DEPLOY Service:** Lenovo shall remotely configure, integrate and verify installation of Smart Office Products into Customer's environment. Lenovo will not install backend servers or services, or other infrastructure requirements needed to support Smart Office Products. Customer shall be responsible for ensuring that Smart Office Products function in Customer's environment. Lenovo shall advise on remediation steps if there are issues with integration of Smart Office Products in Customers' environment. Customer shall complete the registration process prior to commencement of DEPLOY Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

**H.3. TRAIN Service:** Lenovo shall remotely provide general training and documentation to assist Customer understand (i) function and operation of Smart Office Products, (ii) how to assess whether Customer environment can support Smart Office Products, (iii) deployment of Smart Office Products within Customer environment and (iv) general maintenance and troubleshooting of issues with Smart Office Products. Customer shall complete the registration process prior to commencement of TRAIN Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

**H.4. MAINTAIN Service:** Lenovo shall remotely provide Customers who have installed Smart Office Products within their

environments with ongoing technical support, problem determination, and recommended fixes to keep Smart Office Products performing properly for the duration of the MAINTAIN Service. Lenovo will assist Customer in identifying any software-related issues and provide guidance for any recommended software upgrades and provide guidance on 3rd-party interoperability and integration with Smart Office Products. MAINTAIN Service is valid for the specified time from the date of purchase. Customer shall complete the registration process prior to commencement of MAINTAIN Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

**H.5. Full Onsite Service:** Lenovo shall provide onsite service for deployment of Smart Office Products, which includes configuration, integration, customization, optimization, and verifying installation of Smart Office Product into Customer's environment, including trouble-shooting and resolving installation issues to ensure Smart Office Product is set-up and working properly within Customer's environment. Full-Onsite Services are limited to one physical location of Customer unless otherwise mutually agreed by Lenovo and Customer. Customer must provide access to its facilities and network infrastructure, make appropriate personnel available to facilitate the Service and provide a suitable working area for the Service. Lenovo shall not be responsible for alterations to Customer's facility, including but not limited to cabling, moving furniture, relocating or tearing down partitions or walls on Customer premises. Customer shall complete the registration process prior to commencement of Full Onsite Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

## **L International Service Entitlement ("ISE")**

### **I.1 ISE Sealed Battery and Keep Your Drive**

ISE enables customers who travel with, or relocate any Lenovo product to receive Sealed Battery Service and/or Keep Your Drive (KYD) Service in any country where such Service is announced and sold by Lenovo or Lenovo authorized resellers. The length of Service is based upon the original warranty period assigned in the country of origin where the Service was first sold by Lenovo or a Lenovo authorized reseller. ISE must be purchased in addition to, Sealed Battery and KYD but only once for any combination of the Services. All Services may not be available in all countries and for all products.

### **I.2 ISE Accidental Damage Protection**

ISE enables customers who travel with, or relocate any Lenovo product to receive Accidental Damage Protection (ADP) in any country where such Service is announced and sold by Lenovo or Lenovo authorized resellers. The length of Service is based upon the original warranty period assigned in the country of origin where the Service was first sold by Lenovo or a Lenovo authorized reseller. ISE must be purchased in addition to ADP, but only once for any combination of the Services. ISE is not available with ADP ONE.

## **I. Post Warranty Service**

If Post Warranty Service is purchased before the base warranty or other Service described in this Agreement expires, it will begin the day after the base warranty or other Service purchased expires. If Post Warranty Service is purchased after the base warranty or other Service purchased expires, Post Warranty Service begins on the day of purchase. Post Warranty Service is available for Lenovo products only if the product is in good working order as determined by Lenovo. Lenovo reserves the right to inspect a product within one month from the purchase date of Post Warranty Service. If Lenovo determines the product is not in good working order, Lenovo will notify you and advise you of the cost to place the product in good working order. If you elect not to have the product placed in good working order at your expense, you may reject Post Warranty Service and receive a full refund of the purchase price.

## **J. Service Engagement Manager (“SEM”)**

SEMs act as a customer advocate striving for a positive services experience and customer satisfaction. They provide for each account they are assigned:

- a) Single, worldwide point of contact access for any Lenovo product service delivery issue;
- b) Regular monitoring of Lenovo services provided and end-to-end case management until issue resolution;
- c) Escalation management for all warranty-related incidents. SEMs will keep the customer informed and coordinate action plans with both internal Lenovo teams and external teams until resolution;
- d) Standard reports related to metrics which track services provided and issue resolution. Examples could include: Incident by type (CCI, Depot, CRU, Onsite), First Time Fix Performance %, amount of Warranty Claims, System Parts Replacement details, etc. Custom reports will also be provided as agreed to by the SEM and the customer. Minimum frequency is quarterly; and
- e) Regular customer engagements, either in person or remotely, to review service performance details for an account's complete Lenovo PC install base. Examples could include service reports, trend analysis, process improvements on pervasive technical issues and recommendations on future service offerings in conjunction with the services sales account representative.

## **K. Configuration and Provision Now**

### **K.1 Configuration, Deployment and Recovery Services**

Lenovo has a portfolio of configuration services and lifecycle solutions which assist with imaging, deployment, provisioning and recovery. Where Lenovo customers are purchasing new computer hardware and equipment (which they will be in most cases), the purchase is subject to separate terms and conditions entered into between Lenovo and the Customer.

While different branded offerings and packages will vary, when you purchase these Services, the following terms will apply except to the extent varied explicitly contractually between the Customer and Lenovo.

Lenovo will manufacturer the Customer's device(s), providing the configuration and deployment elements of the services onto the hardware before it is delivered to the Customer. The hardware will be equipped with the services configured and installed at the point of delivery.

Lenovo shall contact the Customer regarding the configuration and deployment services. The Customer shall respond to such communication promptly. The Customer acknowledges that completion of the configuration and deployment services (and therefore delivery times from order to receipt of the hardware) is dependent on Customer engagement. This may be subject to delays, depending on the response times and the quality of the information provided by the Customer.

#### **Customer Responsibilities regarding Configuration Services**

As may be reasonably required by Lenovo to deliver the Products and Services Customer shall provide Lenovo with sufficient and safe access (including remote access authorized by Customer) to Customer's facilities, systems, information, personnel, and resources, all at no charge to Lenovo. Lenovo shall not be responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.

If Customer is making any information facilities, software, hardware or other resources available to Lenovo in connection with this Agreement, Customer shall obtain any third party approvals, consents, licenses or permissions related to these resources that may be necessary for Lenovo, or its Affiliates, and/or their subcontractors, assignees, relevant service providers, distributors and resellers to perform the Services. Customer instructions must be provided by a Customer engineer or representative with appropriate technical qualification and authority to do so.

Customer will at all times remain responsible for the implementation and management of its own data backup and recovery arrangements for any data stored on Customer's Products.

Customer is responsible for: (i) Customer Content and Materials. "Customer Content and Materials" means all content created or owned by Customer and provided to Lenovo including scripts, logos and branding content, or other information requested by Lenovo as part of configuration; (ii) the accuracy of any information and/or specifications it provide; (iii) the fidelity and ownership of any scripts or contents submitted to Lenovo and agrees that Lenovo may rely on such information and/or specifications without

independent verification for the limited purpose of performing the Services and delivering to the Customer; (iv) the security and measures used in any network connections for migrations or sharing of information such as use of VPN, encryption.

Lenovo will have no liability to the extent any deficiencies in the Services are the result of acts or omissions (including delay) of Customer, or where Customer has instructed Lenovo to perform any Services in a particular manner or in accordance with a particular schedule notwithstanding Lenovo's contrary advice. Lenovo shall not be liable for any deficiencies as a result of Customer failing to implement, or give permission for implementation, of security or other updates related to configuration services.

### **Recovery Services (Lenovo Cloud Deploy)**

Lenovo will provide a Windows application that provides an interface to Lenovo Cloud Deploy. Lenovo Cloud Deploy allows Customers to store a custom preload, image, or provisioning process in the Cloud, ready for access via secure credentials by mobile users. Users of Lenovo Cloud Deploy will be required to accept its additional terms of service and licensing requirements prior to uploading instructions, images, scripts.

### **Ready to Provision (RTP) and Essential Image Load, Quick Image, RTP Release Control, and RTP Plus**

The RTP service allows Lenovo to provision a load that only has the operating system and drivers necessary for the system to operate.

RTP RC –means RTP plus optional Image Management (to maintain updated imaging)

RTP+ is built off the RTP service and gives customers the option to send Lenovo up to 5 scripted applications to be loaded in manufacturing, plus optional Image Management.

### **First Boot Services**

### **Second Stage Imaging Services**

### **Custom Image Design, Image Development Services, Smart Image and Advanced Imaging Services**

Lenovo image design services leverage Lenovo Windows engineering expertise. We provide a customized image based on the needs shared by you of your organization. Creation of standard, static images including installing common applications, PC Management software and running Microsoft Sysprep. Smart Image gives you a single, dynamic image to use across various model types. Image verification aims to catch any errors before deployment to end-users.

### **Smart Image**

This is a single dynamic image – compatible across multiple hardware platforms which eliminates the need to manage multiple static images across machine types. Lenovo supplies your custom image (or a Lenovo-created image) with the drivers staged for steady-state deployment using network, service partition, USB. Customers supply the operating system install source files to be loaded during manufacturing, or images can be created from a Lenovo preload. The service is only available when ordering a minimum volume 99 Think PC Devices.

### **No-test Image Loads (also known as Factory Image Loads)**

Most organizations want to replace the Lenovo preload image with their custom image. For those who already have the image created and ready to load, the service allows Lenovo's manufacturing team to load it for Customer. Lenovo will load your custom image, as-is, after Lenovo verifies the system will successfully boot.

### **Image Management, Image Maintenance Management**

Under our standard image management services Lenovo will provide quarterly updates for custom images including: operating system hotfix installations; installed app updates; non-scripted operating system or app customizations; driver set additions and refreshes. This subscription service removes the need for IT teams to constantly monitor and update images.

### **Advanced Deployment Services (ADS)**

These services involve the installation of operating systems, image updates, some minor migration services and access to asset control software (managed by Customer not Lenovo) By adding Advanced Deployment Services (ADS), users receiving new systems or those recovering from a hardware or software failure can self-install systems and automate device provisioning if they have access to Lenovo Cloud Deploy.

### **Customising Bios Services**

These services give our customers access to or involves the use by Lenovo of tools for customising BIOS (supervisor passwords,

support settings, changing the boot order of devices, enabling/disabling output devices like USB ports). BIOS are customised to business security and network needs. These can be changed by the administrator on-site, but this is an inefficient use of IT resource time because it will require the administrator to physically touch each system to manipulate the desired settings.

### **Autopilot Registration and Microsoft Autopilot Deploy**

This allows for the set-up and pre-configuration services for new devices so they're ready to use right out of the box. This includes automatic configuration from the cloud using Lenovo Cloud Deploy. For this service time will not be considered of the essence and timescales for delivery are indicative only.

### **Essential Asset Tag, Standard Asset Tag, Advanced Asset Tag**

This service tags assets so that they are easily identifiable and traceable. Essential asset tagging includes serial number, machine type model, static QR code links to support. Please note that Lenovo is not responsible for Asset Management of the assets tagged which are managed by Customer, so Lenovo explicitly excludes liability in relation asset management and inventory.

Standard and Asset Tag services are defined by the nature and volume of the information the Customer wants including on the Asset tag label, plus size of tag.

### **Laser Etching**

Lenovo's Laser Etching Services provide a secure, tamper-resistant means of identifying your organization's PC assets. Etching Services are fully customizable, meaning you can not only include important contact information such as company name and phone number, but corporate logos as well. Customer is responsible for determining the security and appropriateness of the information provided and etched. Please note that assets cannot be refunded and etching cannot be reversed once completed.

### **White Glove Service**

This service provides integration of Chromebook PC services. The service comprises planning, setup, and end-to-end management of custom rollouts and deployments which may use Lenovo Cloud Deploy.

## **K.2 Provision Now**

**Provision Now** provides **configuration, deployment and recovery services** for users and organizations that **replace** their **Microsoft Windows based personal computers (PCs)** with new Windows PCs, **or deploy** brand **new PCs**.

Under the collective term of Windows PCs, Lenovo include Desktop PCs, Laptops / Notebooks and Workstations that run Microsoft Windows.

### **Service Options**

Provision Now has two options, based on Customer's choice during procurement. The services provided in each option are listed below, with the Provision Now Advanced bundle offering additional and enhanced services:

- A. Provision Now Expert –
  - a. RTP RC
  - b. 3-Year Image Recovery – please see terms of service related to our Lenovo Cloud Deploy System used in this process.
  - c. Enhanced Asset Tag
  - d. Autopilot Registration
  - e. Autopilot Management (4KHH hardware hash Report)
  
- B. Provision Now Advanced –
  - a. RTP Plus
  - b. Custom BIOS
  - c. 3-Year Image Management with Recovery - please see terms of service related to our Lenovo Cloud Deploy System used in this process.
  - d. Enhanced Asset Tag
  - e. Autopilot Registration
  - f. Autopilot Management (4KHH Report)
  - g. CO2 Offset (0.5 Ton) – please see the terms and conditions for this service found separately in this document (s6.3M in the US version of this document for example).

Please note that autopilot registration requires a letter of authorization to add to a tenant and domain. Post registration changes would require an additional fee once authorization is enabled.

### **Pricing**

Each bundle of services is offered at a fixed, one-off cost for the duration of the Term. The fees will be added to the Customer's invoice or payment plan for the Customer's hardware.

## L. Easy Install Services

Easy Install provides **setup, configuration, application migration / installation and data migration services** for users and organizations that **replace** their existing **Microsoft Windows based personal computers (PCs)** with new Windows PCs, **or deploy** brand **new PCs**.

Under the collective term of Windows PCs, Lenovo include Desktop PCs, Laptops / Notebooks and Workstations that run Microsoft Windows versions 7, 8, 10, 11, or above.

### L1. Service Options

Easy Install has two modes of operation, based on Customer's choice during procurement:

- C. The "Easy Install – On-Site" service is delivered, in full, by Lenovo and includes a visit to Customer's business location by a Lenovo technician. Technician may use software that will deliver application and data migrations (as applicable within the scope of the Easy Install service). Due to the long duration required for the migrations of data, the Lenovo technician that arrived on Customer's premises will not be able to wait until the migration finishes, and therefore will rely on automation to complete the migration and a hand over to a Lenovo team that works remotely, which will perform the Quality Assurance.
- D. The "Easy-Install – Remote" is different to "Easy Install – On-Site," as delivering the service is shared with Customer. Customer takes ownership of very specific deployment activities that need to happen on the premises, such as unboxing the machine, the hardware setup and the basic setup of the operating system including the installation remote access software. A Lenovo technician then takes over and manages the bulk of the setup and migration, which is then executed locally (Peer-to-Peer), but using remote access to do so. This service is only intended for Customers that are technically inclined; therefore, "Easy Install – On-Site" is the standard / generally preferred option.

### L2. Preparation & Scheduling

Lenovo will contact Customer to exchange details for scheduling and delivery of the service and help to ensure that Customer is prepared for the service to be delivered. Customer shall respond to such communication in a prompt manner.

Upon physical receipt of the hardware, Customer shall notify [deployments@lenovo.com](mailto:deployments@lenovo.com), which will trigger the finalisation of the delivery schedule, and the subsequent delivery.

**Unboxing** involves unpacking the PCs and their associated sub-components that arrived from Lenovo and provide basic integration of them into Customer's workspace setup (such as connecting it to power, network connections (if applicable) and peripherals (keyboard, mouse, screen, printer). Lenovo will also remove boxes and package materials, associated with the deployment, from the end-user's workspace, and place them at a designated point, inside Customer's business office, where they can be disposed of / recycled.

**Setup** involves configuration of the MS Windows operating system, BIOS updates and configuration, hardware firmware updates, device driver updates, joining the corporate IT domain, printer-scanner setup and/or connection to selected shared printing scanning facilities, as well as the windows desktop setup (screensavers and display settings). Should Customer's business have a standard image for the Microsoft Windows Operating System, Lenovo will install such an image on new machines, providing that the image has been made available to Lenovo when the service delivery commences.

**PC to PC Migration** includes the setup of network communications between the source (existing) PC and the target (new) PCs, the migration of user applications (including user settings and profiles) from source to target; and the migration of user data, located in the Windows user folder `c:\users\username`, where *username* represents the name of the PC's user, from source to target. Although a large part of this process is automated, Customer will get the opportunity to help decide which applications and data sub-folders (such as Documents, Pictures, etc.) need to be moved (if not all). Customer shall have ensured, prior to the service commencing, that important data has been backed up and that the target PCs have the same or higher capacity than the source PCs, otherwise only a partial data migration will be possible.

### New Installations

For new PC's, Lenovo will carry out a manual application installation, using installation media and license key codes that will be provided by Customer.

### L3 Operation

The Easy Install service is dependent upon some input from Customer's users, in order to deliver the service. For example, users will need to login into their current PCs, in order for their data to be migrated. Therefore, Lenovo's on-site and remote technicians will commence the migration (and therefore their interaction with Customer's users) during normal business hours, in order to make this process easy for Customer's users to support.

Due to the size of user data repositories, the automated part of this service (data migration) may overrun regular office hours, but that will no longer require interaction with Customer's users or require human oversight.

Customer acknowledges and gives consent to the access to their Lenovo Product for this purpose.

### **Remote Access**

In cases where the remote team members need to work directly on Customer's PCs they will do so only with Customer user's permission and do so, only for purposes specifically related to the delivery of this service. All access to Customer PCs will be observable by Customer's User as it will be a desktop sharing method that is used.

### **Timings**

Easy Install is a **fixed price service** using the following timing **allocations for human expertise** to operate within:

**The On-Site Timeslot:** PC Migrations or Installations will have up to 80 minutes of technician time, on-site, per unit (where "unit" refers to either a single PC installation or a single source-to-target PC migration). This timeslot provides ample time to setup the OS environment and either install applications, or execute the automated migration of applications, and ensure that the automated data migration is progressing. It also allows time for troubleshooting,

**The Automated Data Migration Timeslot:** This period of time is dependent upon the amount of data that needs to be migrated and the amount of bandwidth that is available for the migration. For this reason, Lenovo cannot predict how long this would take, and leave this task to Lenovo's migration automation tool to complete unattended.

**The Post Installation / Migration QA Timeslot:** A remote team will be in contact to verify successful completion and will have 20 and additional minutes for post installation / migration checks, troubleshooting and quality assurance.

## **L4. Service Exclusions**

The following activities are not deliverables of the Easy Install's fixed price service:

- a) Resolving migrations or deployments initiated prior to Lenovo's service commencing.
- b) Cloning of the source PC onto the Target PC.
- c) Transplants of internal hardware components from the source to the target PCs, such as moving hard drives, graphics cards, memory modules, etc.
- d) Hardware assembly (such as building workstations out of modular hardware, such as assembly of a PC out of integrating a mother board, processor, memory, power supply, case, etc.)
- e) Repairs of source (old) PCs. Customer should ensure that all source PCs are fully operational before the Lenovo service commences.
- f) Capacity upgrades of new PCs. Customer's target (new) PCs need to have the same or more capacity than their source (existing / old) PCs.

## **L5. General Terms for Easy Install Services**

- a) Customer undertakes to respond to Lenovo's email or telephone communication promptly, to ensure that scheduling can be done efficiently. Failure to respond to such requests for scheduling, in excess of three times over the course of four weeks, will result in the delivery being deprioritized in Lenovo's delivery queue.
- b) Lenovo will terminate and regard the service as having been successfully delivered, in the event that Customer fails to respond to Lenovo's scheduling requests for up to six months since Lenovo's first attempt to contact Customer.
- c) Onsite installation coverage is limited to locations which are easily accessible by vehicle and without use of special tools or equipment.
- d) Where there is a need for Lenovo to connect outdated, old (7 years or more), or non- plug-and-play peripheral devices that are not natively supported by Windows, Lenovo will apply a best efforts approach to get them connected within the allocated time frame for the service, and Lenovo will prioritize their inclusion to be last in Lenovo's priority list. However, Lenovo will be under no obligation to get them into a functional state in the allocated time that Lenovo have available to deliver this service.

- e) Lenovo will install third party software on Customer's old and new PCs, which will automate the migration of the PC user's applications and data. The license for this software is for single migration use only, and its associated cost, is included in Lenovo's service. The software will remain installed on user machines, but it will cease to function after Lenovo's migration process is complete.
- f) When Lenovo deliver manual application installations, Lenovo will be using the default / recommended install path of the application provider in their install menu. We will not have the time to provide customization of application environments during installation.
- g) Customer takes responsibility for confirming applications are working correctly after they have been installed, and notifying Lenovo immediately, should there be issues.
- h) Easy Install will be complete when a remote QA check verifies successful delivery with Customer / Customer's PC user. We will make three attempts to reach them via email, however, if Lenovo have not heard from the user for three business days after the third attempt to contact them, Lenovo will regard the service as having been successfully completed.
- i) Lenovo shall not be liable for any loss of data resulting from any installation services and in particular, data migration. Customer is responsible for all backups.
- j) Customer shall defend, indemnify and hold Lenovo harmless on demand from any third-party claim or action arising out of: (a) Customer's failure to obtain or comply with the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with any third party products, including software, directed or requested by Customer to be installed or integrated with a Lenovo product as part of the Services; or (b) any inaccurate representations regarding the existence of any export license or any allegation made against Lenovo due to Customer's violation or alleged violations of applicable export laws, regulations and orders.
- k) Cancellation of Easy Install service is possible within 45 days from the time that the service was invoiced - hour, it will no longer be possible to cancel this service 24 hours before the deployment is scheduled to start, even in scenarios where the deployment has been scheduled within 45 days of being invoiced.
- l) Lenovo is critically dependent upon Customer Responsibilities having been met by Customer. Therefore, Lenovo reserves the right to refuse the delivery of Easy Install, should a scheduled delivery attempt be met with Customer Responsibilities that have not been met.

#### **L6. Customer Responsibilities**

- a) Customer's business' internet connection shall be fully functional prior to Lenovo's arrival, as Lenovo may need this for driver downloads, remote interventions, etc.
- b) Customer IT is expected to be available on call, should infrastructure related support be required.
- c) Customer shall ensure that license codes for software are at hand and valid, in case fresh / manual application installations are needed.
- d) Customer will assume all responsibility for any and all software licensing requirements. Customer gives permission to the Lenovo technician to accept any and all licensing agreements on Customer's behalf that are a necessary part of the installation process unless directed otherwise by Customer in writing. The Customer is responsible for validating that the applications are working correctly after they have been installed.

In cases where on-site delivery is ordered:

- e) Customer shall ensure that the old and new PCs are located within the building in which they are to be migrated.
- f) Customer shall provide free, safe, sufficient and timely access to Customer's facilities and products, including parking, ample working space, and electricity.
- g) Customer shall ensure that shared, network connected, peripherals (such as printers / scanners) are fully operational at the outset. Should this not be the case, they will be excluded from being integrated with the target PC setup.

In cases where application and data migration are required

- h) Customer's User(s) will provide Lenovo with a list of, or point Lenovo at, shared printers / scanners that they regularly use, so that they can be set up correctly.

#### **L7. Additional Service Charges**

**Travel to onsite locations beyond 50 miles** of the city center of Lenovo's nearest delivery hub will incur a charge as stated in a quotation, or **travel to additional sites** will also be subject to additional charges as stated in the quotation.

**Equipment Removal, Disposal / Recycling, Secure Data Destruction, Refurbishment / Resale** of Customer's unwanted PCs on Customer's behalf, is not included and represent optional downstream services that Lenovo could deliver. Should Customer require such services from us, Lenovo will be happy to discuss this when Lenovo make contact to arrange the delivery of the Easy Install service and provide Customer with a quotation for such services.

**Migrations of data from other sources**, such as other hard disk drives will not be included in the scope of this service, for the quoted price and may require Customer to purchase additional technician time.

**Additional time for added on-site services:** Should Customer need additional, related, work that Customer would like Lenovo to help with, that falls outside of the scope of Lenovo's service (as described above), Customer will be able to procure additional support time

online, in 30 minute increments, and when possible (resource wise) the time will be made available immediately. This can be procured before or even during the delivery. Lenovo will be able to deliver this using, either the available on-site technician, or using remote resources (should the on-site technician not be able to extend their visit). Note that such work will be conducted on a time and materials basis, and be dependent upon human resource availability.

## **M. Lenovo Integrated Solutions Support**

**M.1.** This Service provides access to advanced-level Integrated Solution Support (“LISS”) technicians and a single, designated point of contact for all of your Lenovo Integrated Solutions. For the purpose of this Service, Lenovo Integrated Solutions means a solution offered by Lenovo which may be composed of a combination of Lenovo and non-Lenovo products (e.g. hardware, software and services). When you contact a Lenovo Integrated Solution Support technician, you must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve your problem over the telephone and may direct you to download and install software updates. The LISS technician will determine whether the issue is hardware, software or connectivity related and will assist you to resolve it as follows:

### **M.2. Hardware provided in the Lenovo Integrated Solution**

- A. For problems with Lenovo branded hardware products covered by the Lenovo Limited Warranty and within the applicable warranty period that cannot be resolved via telephone, repair services or product replacement, at Lenovo’s discretion, will be arranged by the LISS technician, according to the applicable warranty service for the product. If the Lenovo Limited Warranty period has expired for the Lenovo branded hardware product, Lenovo will conduct diagnostics and provide a quote for Customer’s acceptance prior to any repairs.
- B. When the problem with your Lenovo Integrated Solution is caused by third-party branded hardware, Lenovo will engage the manufacturer of such hardware and coordinate the repair or replacement of the defective product in accordance with the third-party manufacturer’s warranty service terms or out of warranty service process.

### **M.3. Software provided in the Lenovo Integrated Solution**

- A. The Lenovo Integrated Solution Support Service for Lenovo Software are subject to the terms of your software license agreement with Lenovo.
- B. Lenovo may provide direct telephone support for installation and basic usage problems for third-party branded software included by Lenovo in your Lenovo Integrated Solution. Lenovo will contact the third-party software supplier, open a service ticket, and facilitate a call to the software supplier request on your behalf.

Lenovo is not responsible for third-party software or the acts or omissions of any software supplier. This Service is only available if you have the necessary licenses, support agreements, and entitlements from the software supplier. This Service is only available to commercial customers.

## **N. CO2 Offset Services**

**CO2 Offset** means - a verified reduction in emissions of carbon dioxide or its equivalent in the other greenhouse gases (GHG Protocol), made in order to compensate for emissions made elsewhere. Offsets are measured in metric tonnes of carbon dioxide equivalent (CO2e). Offset is performed via support and/or enablement of different projects offsetting CO2, such as usage of alternative energy sources.

1. Basis of CO2 Offset calculation. Lenovo calculates the relevant product carbon footprint emissions for offset based on estimated greenhouse gas output for the entire product life cycle including Manufacturing, transport, product use and end of life disposal. Where Lenovo is aware of a numerical range based on a number of factors for the Offset calculation, of which we are aware, Lenovo will ‘round up’ and choose the most impactful calculation to ensure it is offsetting as generously as possible for the applicable product.
2. Changes to the Methodology. Lenovo reserves the right to change the CO2 Offset methodology where appropriate for example:
  - a. Where required by law
  - b. Where predominant scientific methodology around carbon offset accounting or other environmental factors is credibly questioned, or advances, and our practice reasonably requires updating to reflect it.
3. Changes to the Service. Elements of the Service may be subject to change where:
  - a. Lenovo reasonably deems there is a potential for breach of environmental or other applicable laws
  - b. Other CO2 Offset obligations are required by law.
  - c. Lenovo reasonably deems other equivalent programs to have greater sustainability impact
  - d. Lenovo’s offsetting provider and/or the projects they support, changes
4. Compatible Devices. The CO2 Offset service will only be available in connection with compatible devices. Such devices are subject to change.
5. Best endeavors. Lenovo shall use its best endeavors to ensure its CO2 Offset Program and all carbon reduction projects supported by it are quality assured. The projects Lenovo supports currently comply with the Clean Development Mechanism. Lenovo reserves the right to change to an equivalent standard at its discretion. CO2 Offset supporting projects will be registered with a reputable CO2 Offset registry.

6. **Proof of Offset.** Lenovo will provide documentary evidence to Customer of the CO2 Offset service and the authentication of the program if requested. The Form of such certification or documentary evidence is at Lenovo's discretion. Any certification regime may change to be independent or in-house but will be comparable to reputable standards in the market.
7. **No Warranty.** Lenovo does not warrant that any certification or CO2 Offset program established by it may be used for legal or tax purposes. Where Lenovo offers a choice of participatory carbon reduction programs it will use best endeavors but the same is not warranted. Lenovo provides not warranties as to the effectiveness or output of any carbon reduction projects supported by this service.

#### **N. Reduced Carbon Transport Services**

1. **Basis of SAF Calculation.** Lenovo provides its customers with the emission avoidance benefits related to an allocated Lot of SAF as at date of production. **SAF means:** Bio SAF, which is produced from sustainable and waste byproducts such as cooking oils and is used to power certain air travel journeys.
2. Lenovo applies a certain amount of its carbon reduction against the emissions produced through Lenovo customer air freight journeys. The calculation is made on a per device basis and involves factors such as average weight and distance travelled.
  - a. The allocation of SAF a Customer purchases will not be used in physical journeys or used for Customer shipments and a regulatory pre-requisite of the registered allocation is for SAF to be burned. The Book and Claim model exists as a way to provide a record of use, avoid double counting and replication of credits, and register true SAF values according to regulation.
  - b. Lenovo will supplement any shortfall in carbon emission reduction between the SAF allocations and use of kerosene jet fuel by overcompensating in its SAF allocations relating to Customer shipments.
  - c. **Changes to the Methodology.** Lenovo reserves the right to change the SAF methodology where appropriate for example:
    - Where required by law
    - Where predominant scientific methodology around SAF accounting, carbon emission reduction, sustainability reporting, or other environmental factors is credibly questioned, or advances, and our practice reasonably requires updating to reflect it.
  - d. **Changes to the Service.** Elements of the Service may be subject to change where:
    - Lenovo reasonably deems there is a potential for breach of environmental or other applicable laws
    - Other carbon emission reduction equivalency obligations pertaining to SAF are required by law.
    - Lenovo reasonably deems other equivalent programs to have greater sustainability impact
    - Lenovo's carbon credit and sustainable service providers and/or their practices, change
    - Greenhouse Gas Protocols or criteria for Scope 3 carbon emissions change
  - e. **Proof of SAF Purchase.** Lenovo will provide documentary evidence to Customer of the SAF service purchase. The Form of such documentary evidence is at Lenovo's discretion and will be produced at a frequency determined by Lenovo.
  - f. **No Warranty.** Lenovo does not warrant that any certification or documentation established by it in relation to SAF may be used for regulatory legal or tax purposes.
  - g. **No Refunds or returns.** The SAF allocations are not transferrable or assignable and so once purchased and goods are shipped, the allocation related to that shipment cannot be refunded. This service is deemed expended at date of purchase subject to customer's statutory and contractual rights.

#### **7 Lenovo Business Partners**

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

#### **8 Purchase of Service from Lenovo**

Payment must be received by Lenovo or a Lenovo reseller in advance of any Service. Except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified in the invoice, including any late payment fee. You are responsible for any taxes resulting from your purchases under this Agreement. If the Service is not registered with Lenovo, you will be required to provide proof of purchase as evidence of your entitlement to a Service.

#### **9 Lenovo Return/ Cancellation Policy**

Unless a Service has been used or registered, you may cancel a Service within thirty (30) days of the purchase date and obtain a

refund or credit. In order to qualify for a refund or credit, you must notify Lenovo or your seller in writing within thirty (30) days of the purchase date. A copy of your invoice must accompany the request.

## **10 Withdrawal of Service**

Lenovo may withdraw part or all of any Services specified herein on one (1) months' notice to you. If Lenovo withdraws a Service for which you have paid in full and Lenovo has not yet fully provided it to you, then, if purchased directly from Lenovo, Lenovo will give you a prorated refund. You must contact your Lenovo Business Partner for a refund for any Services purchased from them.

## 11 Force Majeure

Except for payment obligations, neither Party shall be liable to the other for any failure or delay in the performance of its obligations, to the extent such failure or delay is caused by: fire, flood, earthquakes, or other elements of nature; acts of war; terrorism, riots, strikes, labor stoppages, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond its reasonable control.

## 12 Warranty of Services

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

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

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

## 13 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.

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

## 14 General

- A. Lenovo reserves the right to subcontract Services, or any part of them, to subcontractors selected by Lenovo.
- B. 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.
- C. 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. 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.
- D. 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. In no event shall Lenovo be responsible for loss of data or information on a product or any parts thereof to which Lenovo may be provided access in the course of Services to be provided hereunder.
- E. To the extent applicable to this transaction, each of us is responsible for the supervision, direction, control, and compensation of our respective personnel.
- F. 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.
- G. Each of us is free to enter into similar agreements with others.
- H. 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.
- I. You agree not to resell the Service. Any attempt to do so is void unless agreed in writing by Lenovo.
- J. You are responsible for selecting the Services that meet your needs and for the results obtained from the use of the

Services.

- K. 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.

- L. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- M. 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.
- N. Lenovo's obligation to provide Service is conditional upon your completion of the Registration and/or Activation process.
- O. Lenovo and its affiliates, Business Partners, resellers and subcontractors may process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction anywhere they do business. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under local law, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may opt-out of receiving any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not; however, sell or otherwise transfer personally identifiable information received from you to any third parties for their own direct marketing use without your consent.
- P. Each of us will comply with any laws and regulations that are applicable to this Agreement.
- Q. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Lenovo. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of the other. Lenovo may also assign its rights to payments under this Agreement without your consent.
- R. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.
- S. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

## **15 Geographic Scope and Governing Law**

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

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## PART 2 - COUNTRY SPECIFIC TERMS

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### Europe, Middle East, Africa (EMEA)

The provisions of Lenovo Services Agreement ("Agreement") identified below will be replaced by the provisions described herein. All terms and conditions from the Agreement which are not modified below will remain unchanged and in full force and effect.

#### **H. Premium Care Support**

Premium Care is an add-on service, available for select Lenovo hardware products only at an additional charge. It applies only in case you elected to purchase Premium Care. For the avoidance of doubt, Premium Care is not a standard/default offering. If purchased, Premium Care will run concurrently with the Lenovo Limited Warranty. This will not affect any of your statutory rights as provided by Consumer law.

Premium Care will include:

- Access to Customer Engagement center
- Warranty Incident Resolution
- Remote Incident Resolution
- Original Equipment Manufacturer (OEM) Software Support
- Comprehensive Software Support
- Getting Started Assistance
- Annual System Health Check

#### **H.1 Customer Engagement Center**

The Premium Care Customer Engagement Centre is available from 9:00 to 18:00 on business days, with the exclusion of all applicable local holiday. The Premium Care Customer Engagement Centre provides the following:

- a) Remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection);
- b) Assessing the need for and, where deemed appropriate, providing Original Equipment Manufacturer (OEM) Supported Software Support as defined below;
- c) Providing information regarding your warranty incident and case management to help track, progress and close;
- d) Validation of your product serial number and service entitlements;
- e) Determine whether your issue is a warranty incident; and determine whether your warranty incident can be resolved via one of the Premium Care Support services outlined in this Section H (at Lenovo's discretion); and
- f) Assessing the need for and, where deemed appropriate, dispatching On-site Service (excluding tablets).

#### **H.2 Warranty Incident Resolution – On-site Service**

- a) Post completion of Premium Care Customer Engagement Centre troubleshooting, if required (as determined by Lenovo), Lenovo will provide On-site Service to Your registered location to address Your warranty incident.
- b) On-site Services are available in certain locations. Service areas may be found by contacting the Lenovo Contact Center. Additional charges may apply outside a Service Provider's normal service area. Provided Premium Care Customer Engagement Centre phone-based troubleshooting has been completed before 14:00 local time, a service provider technician will be dispatched to arrive at your location on the next business day. This Service is available from 9:00- 17:00, Monday through Friday, excluding holidays. Support calls received by the Customer Engagement Center after 14:00 local time will require an additional business day to dispatch a service provider technician. This Service is subject to availability of service parts. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.
- c) On-site Services:
  - I. are available only on selected models of Lenovo products Notebooks, Desktops and All-in-Ones;
  - II. The Lenovo service provider may inform you of its expected arrival time and if so, will request confirmation of your presence at the relevant location at such time. Arrival times will depend on your registered location and your prompt response to Lenovo's request for confirmation of arrival time;
  - III. Do not guarantee the resolution of a warranty incident, nor the resolution of the warranty Incident within a given period of time;
  - IV. Require that, where you are not available at your registered location following confirmation by You of Your presence on the expected arrival time, the Lenovo service provider will leave contact details to provide evidence of Lenovo's visit. In case of repeated absence, Lenovo may charge an additional fee for any required follow-up visits.

### **H.3 Warranty Incident Resolution – Remote**

Post completion of Premium Care Customer Engagement Centre troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve Your warranty incident.

### **H.4 OEM Supported Software Support**

OEM Supported Software Support includes Lenovo providing a single point of contact and collaborative assistance to engage with OEMs on OEM Supported Software concerns, pursuant to the following:

- a) providing operating systems and setup assistance associated with the OEM Supported Software (Note – Setup Assistance only includes: support of OEM Supported Software; basic/how-to questions; feature definition questions; and OEM available fix/patches assistance and implementation);
- b) Lenovo's advance technical support agent acting as a single point of contact to facilitate communication between You and the OEM;
- c) Until Your issue is identified, isolated and escalated to the OEM, Lenovo's advance technical support agent will engage with the OEM to register Your issue. Lenovo's advance technical support agent will then monitor the issues and update on status and proposed resolutions;
- d) It is a pre-condition to this service that You must have all necessary license and support agreements in place with the OEM;
- e) Lenovo excludes any and all responsibility or liability for the performance of the OEM's software, products or services;
- f) Lenovo does not warrant that any issue will be resolved; and
- g) You understand and agree that resolutions may not be available from the OEM. You accept that where no resolution is available – or where the resolution is unacceptable to You – that Lenovo's obligation to provide collaborative support is still fulfilled.

### **H.5 Comprehensive Software Support**

Lenovo will use reasonable efforts to solve problems that You contact us about, but Lenovo cannot be responsible for providing solutions that are either not available or are beyond Lenovo's reasonable knowledge, in particular, but not limited to, if Your problem is linked to a non-Lenovo branded software bug. Lenovo shall not be held liable in any way for failure to provide support for such non-Lenovo branded software.

- a) Preloaded applications for which Lenovo will provide basic support including basic how-to questions and feature definition questions
  - (i) Windows® OS
  - (ii) Lenovo™ SHAREit
  - (iii) Lenovo OneKey™ Recovery
  - (iv) Lenovo REACHit
  - (v) Lenovo Companion
  - (vi) Lenovo Solution center
  - (vii) Lenovo Utility
  - (viii) Lenovo APP Explorer
  - (ix) Lenovo Photo Master
  - (x) Lenovo WRITEit (Pen)
  - (xi) Lenovo Onekey Recovery
- b) 3rd Party Software for which Lenovo will provide basic support including basic how-to questions and feature definition questions (if license is available)
  - (i) Adobe® Acrobat® standard
  - (ii) Power DVD / Power 2 GO
  - (iii) Drop box (basics only)
  - (iv) McAfee Live Safe
  - (v) MS Office
  - (vi) Norton Anti-Virus
  - (vii) Norton – Internet Security
  - (viii) Skype
  - (ix) Intel 3D real sense (if pre-loaded by Lenovo)
  - (x) MS Office 365

### **H.6 Getting Started Assistance**

The Getting Started Assistance will be provided through the Customer Engagement Service Centre and will help You to set up your device remotely. This may include provided that you are in possession of the necessary:

- a) Software Installation:
  - (i) Install software
  - (ii) Setup internet browser

- (iii) Configure email services
  - (iv) Install and configure anti-virus software on system
  - (v) Check to ensure your system is compatible with software to be installed
  - (vi) Perform necessary software updates to ensure your Lenovo installed software's are current
  - (vii) Create desktop, start menu and quick launch bar shortcuts that will help you access the application quicker
- b) Connect Lenovo Device to Network:
- (i) Connect up to 4 devices to your wireless network. Devices may include systems, tablets, smart phones, game consoles, printers or storage devices
  - (ii) Ensure your new devices are visible and accessible through the network
  - (iii) Configure network security settings and confirm ISP Internet connection
- c) Other Getting Started Assistance support such as:
- (i) Lenovo product support and Warranty information
  - (ii) Help guide on Registration process
  - (iii) Hot Fix and patch assistance
  - (iv) Basic "How To" or feature definition questions

### **H.7 Annual System Health Check**

An advance technical support agent will perform this service remotely over the phone excluding Android tablets.

- a) Perform a step by step check with our proprietary tune-up tool
- b) Optimize operating system settings and features to industry benchmarks
- c) Calibrate memory management
- d) Retrieve valuable hard drive free space
- e) Optimize internet & browser settings
- f) Schedule defragmentation and bad sector checks
- g) Update critical Windows files and service packs and enable automatic updates to keep your system healthy
- h) Leverage the unique features within each operating system version

Please note that the Annual System Health Check Service requires the use of third-party software. This Service is only available to You if You have accepted the third party's end user license agreement. Lenovo is not responsible for third-party software or the acts or omissions of any third-party software supplier.

### **H.8 Your Responsibilities**

To have access to the Premium Care support, you will have to comply with the following:

- a) Provide your original proof of purchase, if requested;
- b) Provide information about the causes of the problems with Your Product
- c) Answer to requests for information, including but not limited to the Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed, any error messages displayed, actions taken or context before the Product experienced the problem
- d) Follow our instructions;
- e) Update software to currently published releases prior to contacting our Customer Engagement Service Center
- f) Make sure to back up software and data since any reinstallation of the original version of the software may result in deletion of software and data. In any case, you will be responsible for reinstalling all other software programs, data and passwords.

### **H.9 Premium Care Plus**

Premium Care Plus is a multi-faceted service which combines components of our existing services for a comprehensive and broad range of support tools when you need help from Lenovo. When you contact us for support, our service operators will leverage Premium Care Plus depending on your specific needs.

- a) The terms and conditions applicable for each service tool are found in this Personal Device Services Agreement as follows:
- b) Premium Care - Section 6.3 H (in some country versions of this agreement found at Part 2 Section 1)
- c) Accidental Damage Protection ("ADP") - Section 6.3 C
- d) Expedited Depot – Section D.3
- e) Sealed Battery - Section 6.2 C
- f) Lenovo Migration Assistant You can find the terms and conditions [for this service](#) as part of the Vantage Platform.
- g) Lenovo Smart Performance service terms are found here as part of the Vantage Platform.
  - 1) *Self Service Version*
  - 2) Some elements of the service such as Smart Performance can be accessed by you individually any time you wish. If you wish to access the Smart Performance component dashboard independently, please login to our [Vantage Platform](#) which hosts the software for the service. FAQs on our [Vantage platform](#) are found [here](#).
  - 3) At other times Lenovo service operators will use our software and Smart Performance capabilities on your behalf when you contact us.

**h) Onsite exceptions for Android Tablets and Chromebooks:**

- i. Android Tablets and Chromebooks will offer a prioritized repair solution via courier/ carry-in support and does not include the Smart Performance and Data Migrations features available through Lenovo Vantage. Sealed battery warranty is supported on Notebooks (including Chromebooks) but not applicable to Android Tablets and Desktops.
- ii. They will be assessed, and issues resolved by specialist teams at an external service center under our Expedited Courier service. You will be sent instructions and assistance for delivery of your device to the correct service center. For more details on this please see Part 1, section 6.2(D3) of this document.

**The following is added to the end of Section 6.2.**

**D.6 Service Offerings Description Next Business Day Fix:**

- a) On-Site Service – Next Business Day Fix commitment. If a problem with your product cannot be resolved via telephone, your product will be repaired or replaced at your location. A service provider technician will be dispatched to arrive at your location on the next business day.
- b) This Service is available during normal business hours, Monday through Friday, excluding local public holidays. Support calls received by the call center after 3:00pm local time will require an additional day to dispatch a service provider technician.
- c) This Service is only available in certain locations and these must be confirmed with Lenovo in advance. Contact Lenovo or a service provider for details of availability. Additional charges may apply outside a service provider's normal service area. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at [www.lenovo.com/activation](http://www.lenovo.com/activation). This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to you at its expense. This Service is only available within 0-50 miles (0-80 km) of the Lenovo support hub.

**ADP Light: Section 6.3.C, "Coverage Period" is replaced by the following:**

The period of this Service shall begin on the warranty start date of the covered Product. It will expire at the end of the period specified in your invoice for the Service. The coverage period terminates immediately after idents have been claimed under this Agreement or if your Product is replaced under this Agreement.

**The following Section 6.3.1 H is added to Section 6.3:**

**RAPID REPLACEMENT**

Rapid Replacement ("RR") is available for Lenovo visual products, which are monitors only. Customers log a standard warranty call with the call center or with a Lenovo authorized service partner. When the call center or Lenovo authorized service partner deem the visual product faulty and eligible for warranty, a replacement unit is shipped. Once the replacement unit is received, customers must substitute the replacement monitor for the defective monitor; place the defective monitor in the packaging material, which contained the replacement monitor and return the monitor to the specified address.

Note: Customers have 10 working days to return the defective product. Failure to do so will result in customers being invoiced for the replacement unit. The replacement unit may not be new, but will have similar (or higher) specifications.

**The following Section 6.3.J is added to Section 6.3:**

**SCREEN PROTECTOR**

The Service is available only in the country where it has been purchased and registered.

**1. SCREEN PROTECTION SERVICE**

- a) Product covered: Lenovo tablet Products only as identified on your invoice or proof of purchase.
- b) Scope of Service: Lenovo will repair or replace the Product if it experiences failures that impact the LCD screen's functionality resulting under normal operating conditions and handling due to unintentional bumps or drops of the Product.
- c) Coverage Period: The period of Service shall begin on the warranty start date of the covered Product. It will expire at the end of the period specified in your invoice for the Service. The coverage period terminates immediately if your Product is repaired or replaced under this Agreement.

When Service involves the replacement of your Product or a part, the replaced Product or part becomes Lenovo's property and the replacement Product or part becomes your property. You must return the replaced Product or part as designated by the Service Provider. The replacement Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part.

Service does not cover: installed camera lens, batteries, light bulbs, memory cards, wire connections, AC adapters, carrying cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, Product components installed in your Product at the time of purchase, including the internal central processing unit, integrated memory drive, external keyboard, optional features installed by Lenovo at the time of Product purchase, external speakers, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, or any Product repaired by anyone other than Lenovo or a service provider authorized by Lenovo.

In addition, this Service does not cover:

- (i) Normal wear and tear of the Product;
- (ii) Liquid spills on the Product including the keyboard, LCD, microphone, all plugs and buttons;
- (iii) An electrical surge that damages the products circuitry;
- (iv) Operational or structural failures due to other reasons;
- (v) Parts intended to be replaced or consumed (e.g., batteries);
- (vi) Cosmetic damage (e.g, scratches, dents, or cracks that do not affect the Product's functionality or structural integrity)
- (vii) Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environment, improper maintenance by anyone other than Lenovo authorized service providers, removal of original parts or alteration of a Product or identification labels; or
- (viii) Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids.

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## **Country Specific Terms**

### **South Africa**

#### **H.2 Warranty Incident Resolution – On-site Service: the following section H.2.b is replaced by:**

The Next Business Service is only available in following cities and within 0-50 Km range: Johannesburg, Cape Town, Durban, Port Elizabeth, Bloemfontein. Customers beyond 50KM from listed cities will be supported by Courier model (Partner pickup/return) Provided Premium Care Customer Engagement Centre phone-based troubleshooting has been completed before 15:00 local time, a service provider technician will be dispatched to arrive at your location on the next business day. This Service is available from 8:00- 17:00, Monday through Friday, excluding holidays. Support calls received by the Customer Engagement Center after 15:00 local time will require an additional business day to dispatch a service provider technician. This Service is subject to availability of service parts. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.

### **United Kingdom**

#### **Section 6.2. D1 is replaced by:**

**D.1. Depot Service:** If a problem with your product cannot be resolved via telephone or through the use of a customer replaceable unit ("CRU"), your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product, packing it in the shipping container and shipping the product to the designated service center. Shipping expenses will be paid by you. The Service Provider will return the repaired or replacement product to you at its expense.

#### **Sections 6.2, E5, E6 are replaced by:**

**E.5 & E.6. On-Site Service – Second Business Day Response & Next Business day response:** To meet the response time, support call needs to be received by designated service center by 3:00pm UK time.

### **France**

#### **Section 6.2, D1 is replaced by:**

**D.1. Depot Service:** If a problem with your product cannot be, resolved via telephone or using a customer replaceable unit ("CRU"), your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product, packing it in the shipping container and shipping the product to the designated service center. Shipping expenses will be paid by you. The Service Provider will return the repaired or replacement product to you at its expense.

**Sections 6.2, D5, D6 Support calls time for resolution are replaced by:**

**On-Site Service – Second Business Day Response & Next Business day response:** To meet the response time, support call needs to be received by 15:00 pm local time.

**Section 6.2 D4 is replaced by:**

If a problem with your product cannot be resolved via telephone or through a CRU, your product will be repaired or replaced at your location usually within five business days. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. For service provided at a residence, an adult must be present at all times during the service technician's visit. At Lenovo's discretion for further investigation, performance test, etc., some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.

**Afghanistan, Albania, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Belarus, Bosnia & Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Chad, Congo Democratic Republic, Congo Republic of, Croatia, Cyprus, Czech Republic, Egypt, Ethiopia, French Polynesia, Gabon, Gambia, Ghana, Hungary, Iraq, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Lebanon, Libya, Macedonia, Malawi, Madagascar, Mali, Malta, Mauritania, Mauritius, Moldova, Montenegro, Morocco, Mozambique, Niger, Nigeria, Oman, Pakistan, Poland, Qatar, Romania, Russia, Rwanda, Sao Thome & Principe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, South Africa, Tajikistan, Tanzania, Togo, Tunisia, Turkmenistan, UAE, Uganda, Ukraine, Uzbekistan, West Bank/Gaza, Zambia, Zimbabwe**

**General Section, K, is deleted and replaced by:**

The rights, duties and obligations of each party are valid only in the country for which the Service was registered with Lenovo except that all licenses are valid in accordance with their terms. The laws of Hong Kong govern this Agreement.

**Estonia, Latvia, Lithuania**

**General Section, K, is deleted and replaced by:**

The rights, duties, and obligations of each party are valid only in the country of purchase except that all licenses are valid in accordance with their terms. The laws of Finland govern this Agreement.

**Iceland**

**General Section K is deleted and replaced by:**

The rights, duties and obligations of each party are valid only in the country for which the Service was purchased except that all licenses are valid in accordance with their terms. The laws of Denmark govern this Agreement.

**Luxembourg**

**General Section K is deleted and replaced by:**

The rights, duties and obligations of each party are valid only in the country for which the Service was purchased except that all licenses are valid in accordance with their terms. The laws of Belgium govern this Agreement.

**Ukraine**

**H.1 “Center of interaction with customers” is deleted and replaced by:**

The Premium Care Customer Service Center is open from 8:00 a.m. to 11:00 p.m. (UTC+2) on business days, excluding all applicable local holidays. The Premium Care service times specified in this clause are valid until March 31, 2024.

**11. “Force Majeure” is deleted and replaced by:**

Except for payment obligations, neither Party shall be liable to the other Party for any failure or delay in the performance of its obligations, if such failure or delay in performance caused by force majeure: threat of war, armed conflict or serious threat of such conflict, including but not limited to enemy attacks, blockades, military embargoes, acts of a foreign enemy, general military mobilization, hostilities, declared and undeclared war, acts of the public enemy, disturbance, acts of terrorism, sabotage, piracy, disorder, invasion, blockade, revolution, mutiny, uprising, mass riots, introduction of curfew, quarantine established by the Cabinet of Ministers of Ukraine, expropriation, forced seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, accident, illegal actions of third parties, fire, explosion, long interruptions in the operation of transport, regulated by the terms of relevant decisions and acts of state authorities, closure of sea straits, embargoes, prohibitions (restrictions), export/import, etc., as well as caused by exceptional weather conditions and natural disasters, namely: epidemic, severe storm, cyclone, hurricane, tornado, storm, flood, accumulation of snow, ice, hail, frost, freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.