

Service Contract – Lenovo Accidental Damage Protection Services

For ThinkPad Notebooks, Tablets and Mobile Workstations

Service Contract Terms and Conditions

Carefully read this entire document. It describes the terms under which Lenovo will provide accidental damage protection services ("Service") to You. Lenovo will provide this Service only in the United States and only if You accept the terms of this Agreement ("Agreement"). You accept these terms by using the Service (e.g., filing a repair claim). In addition, if You take no action within 30 days of receiving this package, You are deemed to have accepted these terms. See Section IX. A. for information on cancelling this Agreement.

If You do not accept these terms, do not use the Service. Instead, promptly notify Lenovo for a complete refund. To request a refund, You should, within thirty (30) days of receiving this package, call Lenovo at 1-866-428-4465 and request a refund or return this Agreement and Your Invoice together with a written request for a refund of the fees You paid to:

Lenovo

Customer Relationship Management

1009 Think Place Morrisville, NC 27560

Attn: Lenovo Accidental Damage Protection Services Administrator

I. DEFINITIONS AND INTRODUCTION

"You" and "Your" shall refer to the purchaser.

"We", "Us" and "Our" shall refer to the "Obligor"/ "Provider" of this Agreement.

This Service is not available for consumer purchase in California and Florida.

This is an Agreement between You and the "Obligor"/"Provider" of this Agreement, Lenovo (United States) Inc. ("Lenovo").

Lenovo is the "Administrator" of this Agreement.

The "Service" is Lenovo accidental damage protection, as described in this Agreement.

THE TERM AND SCOPE OF THIS AGREEMENT MAY OVERLAP THE MANUFACTURER'S WARRANTY AND ANY OTHER APPLICABLE EXTENDED WARRANTY; THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR OTHER APPLICABLE EXTENDED WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY AND OTHER APPLICABLE EXTENDED WARRANTY. LENOVO ACCIDENTAL DAMAGE PROTECTION IS NOT INSURANCE OR A SUBSTITUTE FOR INSURANCE.

The purchase of the Service is not required to obtain financing or purchase any product.

II. WHAT THIS AGREEMENT COVERS

A. Product: the covered notebook computer identified on Your Service invoice (Invoice).

B. Covered Product Features: This Agreement covers Product components installed in your Lenovo notebook at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated

keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of Product purchase, and other componentry that Lenovo includes as a standard feature with the Product. **THIS AGREEMENT DOES NOT COVER:** external peripherals and accessories including, optional features not installed by Lenovo at the time of Product purchase, external keyboards, mice, printers, scanners, external drives, software (preloaded or purchased separately), tape, disks, CDs, DVDs, film or other media, third-party products (those not bearing the Lenovo logo), even if sold by Lenovo.

C. Coverage Period: The coverage period shall begin on the warranty start date of the covered product and will expire at the end of the term specified in Your Invoice. Notwithstanding the above, the coverage period will end prior to the expiration date of this Agreement if we have, as a result of service provided to You, replaced Your product.

D. Scope of Service: Pursuant to this Agreement, We will repair or, if in our sole discretion if we decide it is necessary, replace the Product if it experiences operational or structural failures resulting under normal operating conditions and handling due to liquid spills on the keyboard, unintentional drops and bumps of the Product, an electrical surge that damages the Product's circuitry, or the failure of the integrated LCD screen. Service is available only in the United States.

E. Additional Optional Coverage. The terms and conditions of the manufacturer's warranty and any applicable extended warranty related to the Product are provided to You in a separate agreement and, unless expressly provided in your state's disclosure section below, are not part of this Agreement.

III. WHAT THIS AGREEMENT DOES NOT COVER:

A. PARTS INTENDED TO BE REPLACED OR CONSUMED (E.G., BATTERIES,) OR COSMETIC DAMAGE;

B. DAMAGE OR ALTERATION FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY ANYONE OTHER THAN LENOVO AUTHORIZED

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SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS AGREEMENT;

C. THEFT, LOSS OR DAMAGE FROM FIRE, FLOOD, OR FORCE MAJEURE;

D. CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF OPPORTUNITY, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY;

IV. WHAT TO DO WHEN YOUR PRODUCT REQUIRES SERVICE

To obtain Service, You must follow the problem determination and resolution procedures detailed in the service and troubleshooting guide that was provided with Your Product. If You are unable to resolve a problem by following the troubleshooting instructions provided with the Product, please call 1-800-426-7378 to speak with one of our technicians. Telephone support is available 24 hours per day, 7 days per week (may exclude some holidays); response time will vary and You may experience delays during peak periods. You will be asked to provide information and assistance over the telephone to help the technician identify a solution to Your problem. If Your problem cannot be resolved over the telephone, Lenovo will provide Service as specified below.

You may be asked to present Your Invoice to confirm Your entitlement to Service. If Your Product does not function properly under normal use during the term specified in Your Invoice because it has experienced the failures as described in Section D, Lenovo will repair the Product to be free from defects in material and workmanship, or in our sole discretion, replace it with a Product that is at least functionally equivalent. Any replacement part provided under this Agreement is treated as identical to the part replaced for purposes of this Agreement and any other warranty or service offering to which the original part or Product was subject.

Repairs for accidental damage protection coverage will be performed in the following manner: If the Product requires Service, a technician will make an initial diagnosis of Your problem and will attempt to help You resolve it through the telephone. In most situations, this will be the fastest way to respond to problems with Your Product. If Your problem can be resolved with a Customer Replaceable Unit (“CRU”) (e.g., memory, certain disk drives, certain CD-ROMs, and other easily replaced parts that You are capable of replacing), Lenovo will ship these parts to You for Your replacement. You are responsible for packing the replaced CRU in the shipping container that contained the replacement part, affixing the shipping label to the package, and scheduling pick-up with the authorized courier listed on the shipping label for return to Lenovo within thirty (30) days or you will be charged for the replacement.

If Lenovo repairs Your Product, You understand and agree that Lenovo may replace original parts with parts from the original manufacturer, or a different one. Replacement parts or Product may not be new, but will be in good working order and at least functionally equivalent to the item replaced. When a Product or its parts are replaced, each replaced item becomes Our property and the replacement becomes Yours. We will provide You with a shipping container for You to return the Product to a designated service center where We will perform repairs before returning the Product to You. If the required parts are available at the repair center, We will attempt to repair and return the Product to You within three (3) business days from the day We receive the Product at the service center. Your signature will be required upon delivery when we return Your Product.

In addition to Your other responsibilities under this Agreement, You agree to the following when obtaining accidental damage protection Service: (a) follow the packing and shipping instructions included with the shipping container; and (b) return the Product through the shipper We designate within twenty-one (21) calendar days of the day You receive the shipping carton. We are not responsible for damage, or risk of loss due to improper packing or use of a shipper that We do not designate.

V. YOUR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

You acknowledge and agree that Our provision of Service is contingent upon Your full satisfaction of the obligations specified in this Agreement.

WE RESERVE THE RIGHT TO REFUSE SERVICE IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS, AND WE, OUR EMPLOYEES, AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY DELAY OR DAMAGES INCURRED BY YOU IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS AGREEMENT MAY RESULT IN SERVICE DELAYS, OR IMPACT YOUR ABILITY TO RECEIVE SERVICE, OR RESULT IN ADDITIONAL CHARGES TO YOU. IN SUCH INSTANCES WHERE SERVICE IS REFUSED DUE TO YOUR FAILURE TO MEET YOUR OBLIGATIONS, SERVICE WILL BE INSTITUTED WHEN YOU HAVE COMPLIED WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT.

In addition to Your other responsibilities described elsewhere in this Agreement:

- A. Before We replace a Product or part, You agree to remove all features, options, alterations, and attachments not originally included with the Product or part (such as upgrade cards);
- B. If technically possible, you will remove or secure all proprietary, confidential or personal data before presenting the Product to Us for repair or replacement and back up valuable information and data in a format external to the Product to enable You to reconstruct lost or altered data or programs if necessary;
- C. You will use and store the Product under the physical and operating conditions specified by the manufacturer;
- D. You will perform all routine and preventative maintenance recommended by the manufacturer;

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- E. You will ensure that all replaced items are free of any legal obligations or restrictions that prevent their exchange;
- F. You will disable any passwords or other security measures that may inhibit diagnostics or repairs on Your Product;
- G. You will follow Our instructions for requesting Service, assisting with problem diagnosis, analysis and resolution; and
- H. You will ensure that each returned part is one that originally came installed with Your Product, or was subsequently installed by an authorized service provider, (or was provided to You as a CRU to replace such a part).

VI. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES

We warrant only that the Services will be performed in a professional and workmanlike manner. NO OTHER EXPRESS WARRANTIES ARE PROVIDED TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERM OF THIS SERVICE AGREEMENT. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY US OR OUR CONTRACTORS, WILL CREATE A WARRANTY BY US OR INCREASE THE SCOPE OF THIS SERVICE AGREEMENT. THIS SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

VII. LIMITATION OF LIABILITIES

OUR LIMIT OF LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT IS THE COST TO REPAIR OR REPLACE YOUR COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT AND THE AGREEMENT PLEASE NOTE, UNDER NO CIRCUMSTANCES ARE WE JOINTLY OR SEVERALLY LIABLE FOR ANY OF THE FOLLOWING: (1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES; (2) LOSS OF, OR DAMAGE TO, YOUR RECORDS, FILES OR DATA; OR (3) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS), EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

VIII. ARBITRATION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "You" and "Your" mean the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer

or distributor of its Products, and all of the dealers, licensees, and employees of any of the foregoing entities. Any and all Claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable Claims) arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.**

This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You and We understand and agree that because of this Arbitration Provision neither You nor We will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim. **This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at www.bear.ca.gov.**

IX. GENERAL TERMS

A. Cancellation:

1. You may cancel this Agreement at any time for any reason by sending a written notice to: Lenovo Accidental Damage Protection Administrator Center at the address provided at the top of this Agreement.
2. If You cancel within thirty (30) calendar days of the date on Your Invoice, You will receive a full refund less the actual costs incurred in providing Service to You during this period. If You cancel more than thirty (30) calendar days after the date on Your Invoice, You will receive a pro rata refund based on the time expired less a cancellation fee of twenty five dollars (\$25) or ten percent (10%) of the pro rata amount (whichever is less) and less the actual costs incurred in providing any Service to You.
3. We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so

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by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation. If We cancel due to a requirement of a regulatory authority, Your refund will be based upon 100% of the unearned pro rata premium.

A. **Transfer:** You may transfer this Agreement to another party only when ownership of the covered product is transferred to the other party and you have obtained Our prior written consent. Mail all such requests to the Lenovo Accidental Damage Protection Administrator Center at the address provided at the top of this Agreement. Your written request must include a copy of this Agreement, Your Invoice(s) noting the part number and serial number of the covered Product(s) and your entitlement to Service, the effective date of transfer, and the transferee's name, address and phone number. The coverage provided under this Agreement may not be transferred to any product other than the covered Product(s).

B. This Agreement is the complete and exclusive statement of the terms and conditions regarding Our performance, and replaces any prior oral or written communications on that subject.

C. Neither You nor We will bring a claim under this Agreement more than two (2) years after the expiration of this Agreement unless otherwise provided by local law without the possibility of contractual waiver or limitation.

D. You are not responsible for failure to fulfill any obligation due to causes beyond Your control. Similarly, We are not responsible for failure to fulfill any obligation due to causes beyond Our control.

E. 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.

X. INDIVIDUAL STATE DISCLOSURES

IN ALABAMA: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN COLORADO: Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the Unfair Practices Act", articles 1 and 2 of title 6, C.R. S. A party to this Agreement may have a right of civil action under these laws, including obtaining the recourse or penalties specified in such laws.

IN CONNECTICUT: Your Agreement term is automatically extended by the length of time in which the covered Product is in Our custody for repair. If You have a dispute with Us, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product, and a copy of the Agreement. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN GEORGIA: If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary

short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Agreement at any time based upon fraud, misrepresentation, or failure to pay for the Agreement, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. Under "What this agreement does not cover", provision Q is deleted and replaced with the following: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. The section concerning Arbitration is deleted in its entirety. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN HAWAII: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

IN ILLINOIS: The cancellation fee is equal to the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars (\$50.00). This Agreement does not provide coverage for normal wear and tear except as specifically provided in the coverage section above. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.**IN INDIANA:** The obligations of Lenovo under this Agreement are backed by the full faith and credit of Lenovo.

IN KENTUCKY: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN MARYLAND: The "Purchase Price" shall refer to the purchase price of the covered Product as shown on Your sales receipt. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN MISSOURI: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN NEVADA: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. If We are unable to repair Your Product, replacement of Your covered Product will be provided for with a store voucher or check equal to the original purchase price of the covered Product. Refund of the original Product purchase price will fulfill this Agreement in its entirety and will cancel and discharge all further obligations under this Agreement. With respect to each Product covered under this Agreement, Our liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: failure to pay the Agreement purchase price; the conviction of You of a crime which results in an increase in the Service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement; or a material change in the nature or extent of the Service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the Service required beyond that contemplated at the time of purchase. If We cancel the Agreement, You will be refunded the unearned pro rata purchase price of the Agreement. This Agreement is not renewable. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

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IN NEW HAMPSHIRE: In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

IN NEW MEXICO: We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: (a) failure to pay the Agreement purchase price; (b) the conviction of You of a crime which results in an increase in the Service required under the Agreement; (c) fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; (d) or the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.

IN NEW YORK: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The terms of the manufacturer's warranty and any applicable extended warranty related to the Product are hereby incorporated by reference into this Agreement and are a part of this Agreement. Article 79 of the New York Insurance Law applies to the manufacturer's warranty and any extended warranty incorporated by reference into this Agreement. If there is a conflict between the manufacturer's warranty or extended warranty incorporated by reference into this Agreement, this Agreement shall govern. The date and cost of this Agreement are as set forth in Your Invoice. If no claim has been made under this Agreement and You cancel this Agreement during the period specified in Section IX.A.2., this Agreement shall be void and You shall be entitled to a full refund of the cost hereof. *We shall pay You a penalty of ten percent of the price You paid for Lenovo Accidental Damage Protection per month for any refund We owe you that is not returned to you within thirty (30) days of Your return of this Agreement to Us.*

IN NORTH CAROLINA: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN OKLAHOMA: The Cancellation provision of Your Agreement is deleted in its entirety and replaced by the following: If You cancel the Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price of the Agreement. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

IN SOUTH CAROLINA: Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. If You have a question, a complaint or Your claim is not handled in a timely manner, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (800) 768-3467. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN TEXAS: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN UTAH: Coverage afforded under the Agreement is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Agreement during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except

that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (d) substantial breach of contractual duties, conditions, or warranties.

Arbitration is deleted in its entirety. This Agreement does not have a deductible. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN VERMONT: You may, within 20 calendar days of receipt of the Agreement, reject and return the Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made under the Agreement, We shall refund to You the full purchase price.

IN WASHINGTON: In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

IN WYOMING: The section concerning Arbitration is deleted in its entirety. It is not applicable to You. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

XI. AGREEMENT ADMINISTRATION

This Agreement is administered by:

Lenovo (United States) Inc.
Customer Relationship Management
1009 Think Place Morrisville, NC 27560

Attn: Lenovo Accidental Damage Protection Services
Administrator
1-866-428-4465

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For IdeaPad Notebooks

Service Contract Terms and Conditions - Consumer

Carefully read this entire document. It describes the terms under which Lenovo will provide damage protection services ("Service") to You. Lenovo will provide this Service only in the United States and only if You accept the terms of this Agreement ("Agreement"). You accept these terms by using the Service (e.g., filing a repair claim). In addition, if You take no action within 30 days of receiving this package, You are deemed to have accepted these terms. See Section IX. A. for information on cancelling this Agreement.

This Service is not available for consumer purchase in Florida.

If You do not accept these terms, do not use the Service. Instead, promptly notify Lenovo for a complete refund. To request a refund, You should, within thirty (30) days of receiving this package, call Lenovo at 1-877-453-6686 and request a refund or return this Agreement and Your Invoice together with a written request for a refund of the fees You paid to:

Lenovo
Customer Relationship Management
1009 Think Place Morrisville, NC 27560
Attn: Lenovo Damage Protection Services Administrator

I. DEFINITIONS AND INTRODUCTION

"You" and "Your" shall refer to the purchaser.

"We", "Us" and "Our" shall refer to the "Obligor"/ "Provider" of this Agreement.

This is an Agreement between You and the "Obligor"/"Provider" of this Agreement, Lenovo (United States) Inc. ("Lenovo").

Lenovo is the "Administrator" of this Agreement.

The "Service" is Lenovo damage protection, as described in this Agreement.

THE TERM AND SCOPE OF THIS AGREEMENT MAY OVERLAP THE MANUFACTURER'S WARRANTY AND ANY OTHER APPLICABLE EXTENDED WARRANTY; THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR OTHER APPLICABLE EXTENDED WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY AND OTHER APPLICABLE EXTENDED WARRANTY. LENOVO DAMAGE PROTECTION IS NOT INSURANCE OR A SUBSTITUTE FOR INSURANCE.

The purchase of the Service is not required to obtain financing or purchase any product.

II. WHAT THIS AGREEMENT COVERS

A. Product: the covered notebook computer identified on Your Service invoice (Invoice).

B. Covered Product Features: This Agreement covers Product components installed in your Lenovo notebook at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen,

optional features installed by Lenovo at the time of Product purchase, and other componentry that Lenovo includes as a standard feature with the Product. **THIS AGREEMENT DOES NOT COVER**: external peripherals and accessories including, optional features not installed by Lenovo at the time of Product purchase, external keyboards, mice, printers, scanners, external drives, software (preloaded or purchased separately), tape, disks, CDs, DVDs, film or other media, third-party products (those not bearing the Lenovo logo), even if sold by Lenovo.

C. Coverage Period: The coverage period shall begin on the warranty start date of the covered product and will expire at the end of the term specified in Your Invoice. Notwithstanding the above, the coverage period will end prior to the expiration date of this Agreement if we have, as a result of service provided to You, replaced Your product.

D. Scope of Service: Pursuant to this Agreement, We will repair or, in our sole discretion if we decide it is necessary, replace the Product if it experiences operational or structural failures resulting under normal operating conditions and handling due to liquid spills on the keyboard, unintentional drops and bumps of the Product, an electrical surge that damages the Product's circuitry, or the failure of the integrated LCD screen. Service is available only in the United States.

E. Additional Optional Coverage. The terms and conditions of the manufacturer's warranty and any applicable extended warranty related to the Product are provided to You in a separate agreement and, unless expressly provided in your state's disclosure section below, are not part of this Agreement.

III. WHAT THIS AGREEMENT DOES NOT COVER:

A. **PARTS INTENDED TO BE REPLACED OR CONSUMED (E.G., BATTERIES,) OR COSMETIC DAMAGE;**

B. **DAMAGE OR ALTERATION FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY**

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ANYONE OTHER THAN LENOVO AUTHORIZED SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS AGREEMENT;

C. THEFT, LOSS OR DAMAGE FROM FIRE, FLOOD, OR FORCE MAJEURE;

D. CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF OPPORTUNITY, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY;

IV. WHAT TO DO WHEN YOUR PRODUCT REQUIRES SERVICE

To obtain Service, You must follow the problem determination and resolution procedures detailed in the service and troubleshooting guide that was provided with Your Product. If You are unable to resolve a problem by following the troubleshooting instructions provided with the Product, please call 1-877-453-6686 to speak with one of our technicians. Telephone support is available 24 hours per day, 7 days per week (may exclude some holidays); response time will vary and You may experience delays during peak periods. You will be asked to provide information and assistance over the telephone to help the technician identify a solution to Your problem. If Your problem cannot be resolved over the telephone, Lenovo will provide Service as specified below.

You may be asked to present Your Invoice to confirm Your entitlement to Service. If Your Product does not function properly under normal use during the term specified in Your Invoice because it has experienced the failures as described in Section D, Lenovo will repair the Product or, in our sole discretion, replace it with a Product that is at least functionally equivalent. Any replacement part provided under this Agreement is treated as identical to the part replaced for purposes of this Agreement and any other warranty or service offering to which the original part or Product was subject.

Repairs for Lenovo Damage Protection coverage will be performed in the following manner: If the Product requires Service, a technician will make an initial diagnosis of Your problem and will attempt to help You resolve it through the telephone. In most situations, this will be the fastest way to respond to problems with Your Product. If Your problem can be resolved with a Customer Replaceable Unit (“CRU”) (e.g., memory, certain disk drives, certain CD-ROMs, and other easily replaced parts that You are capable of replacing), Lenovo will ship these parts to You for Your replacement. You are responsible for packing the replaced CRU in the shipping container that contained the replacement part, affixing the prepaid shipping label to the package, and scheduling pick-up with the authorized courier listed on the shipping label for return to Lenovo within thirty (30) days or you will be charged for the replacement.

If Lenovo repairs Your Product, You understand and agree that Lenovo may replace original parts with parts from the original manufacturer, or a different one. Replacement parts or Product may not be new, but will be in good working order and at least functionally equivalent to the item replaced. When a Product or its parts are replaced, each replaced item becomes Our property and the replacement becomes Yours. We will provide You with a shipping container for You to return the Product to a designated service center where We will perform repairs before returning the Product to You. If the required parts are available at the repair center, We will attempt to repair and return the Product to You within three (3) business days from the day We receive the Product at the service center. Your signature will be required upon delivery when we return Your Product.

In addition to Your other responsibilities under this Agreement, You agree to the following when obtaining Lenovo Damage Protection Service: (a) follow the packing and shipping instructions included with the shipping container; and (b) return the Product through the shipper We designate within twenty-one (21) calendar days of the day You receive the shipping carton. We are not responsible for damage, or risk of loss due to improper packing or use of a shipper that We do not designate.

V. YOUR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

You acknowledge and agree that Our provision of Service is contingent upon Your full satisfaction of the obligations specified in this Agreement.

WE RESERVE THE RIGHT TO REFUSE SERVICE IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS, AND WE, OUR EMPLOYEES, AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY DELAY OR DAMAGES INCURRED BY YOU IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS AGREEMENT MAY RESULT IN SERVICE DELAYS, OR IMPACT YOUR ABILITY TO RECEIVE SERVICE, OR RESULT IN ADDITIONAL CHARGES TO YOU. IN SUCH INSTANCES WHERE SERVICE IS REFUSED DUE TO YOUR FAILURE TO MEET YOUR OBLIGATIONS, SERVICE WILL BE INSTITUTED WHEN YOU HAVE COMPLIED WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT.

In addition to Your other responsibilities described elsewhere in this Agreement:

A. Before We replace a Product or part, You agree to remove all features, options, alterations, and attachments not originally included with the Product or part (such as upgrade cards);

B. If technically possible, you will remove or secure all proprietary, confidential or personal data before presenting the Product to Us for repair or replacement and back up valuable information and data in a format external to the Product to enable You to reconstruct lost or altered data or programs if necessary;

C. You will use and store the Product under the physical and operating conditions specified by the manufacturer;

D. You will perform all routine and preventative maintenance recommended by the manufacturer;

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E. You will ensure that all replaced items are free of any legal obligations or restrictions that prevent their exchange;

F. You will disable any passwords or other security measures that may inhibit diagnostics or repairs on Your Product;

G. You will follow Our instructions for requesting Service, assisting with problem diagnosis, analysis and resolution; and

H. You will ensure that each returned part is one that originally came installed with Your Product, or was subsequently installed by an authorized service provider, (or was provided to You as a CRU to replace such a part).

VI. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES

We warrant only that the Services will be performed in a professional and workmanlike manner. NO OTHER EXPRESS WARRANTIES ARE PROVIDED TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERM OF THIS SERVICE AGREEMENT. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY US OR OUR CONTRACTORS, WILL CREATE A WARRANTY BY US OR INCREASE THE SCOPE OF THIS SERVICE AGREEMENT. THIS SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

VII. LIMITATION OF LIABILITIES

OUR LIMIT OF LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT IS THE COST TO REPAIR OR REPLACE YOUR COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT AND THE AGREEMENT

PLEASE NOTE, UNDER NO CIRCUMSTANCES ARE WE JOINTLY OR SEVERALLY LIABLE FOR ANY OF THE FOLLOWING: (1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES; (2) LOSS OF, OR DAMAGE TO, YOUR RECORDS, FILES OR DATA; OR (3) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS), EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

VIII. ARBITRATION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "You" and "Your" mean the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer

or distributor of its Products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all Claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable Claims) arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.**

This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

You and We understand and agree that because of this Arbitration Provision neither You nor We will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim.

This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at www.bear.ca.gov.

IX. GENERAL TERMS

A. Cancellation:

1. You may cancel this Agreement at any time for any reason by sending a written notice to: Lenovo Damage Protection Administrator Center at the address provided at the top of this Agreement.

2. If You cancel within thirty (30) calendar days of the date on Your Invoice, You will receive a full refund less the actual costs incurred in providing Service to You during this period. If You cancel more than thirty (30) calendar days after the date on Your Invoice, You will receive a pro rata refund based on the time expired less a cancellation fee of twenty five dollars (\$25) or ten percent (10%) of the pro rata amount (whichever is less) and less the actual costs incurred in providing any Service to You.

3. We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so

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by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation. If We cancel due to a requirement of a regulatory authority, Your refund will be based upon 100% of the unearned pro rata premium.

A. **Transfer:** You may transfer this Agreement to another party only when ownership of the covered product is transferred to the other party and you have obtained Our prior written consent. Mail all such requests to the Lenovo Damage Protection Administrator Center at the address provided at the top of this Agreement. Your written request must include a copy of this Agreement, Your Invoice(s) noting the part number and serial number of the covered Product(s) and your entitlement to Service, the effective date of transfer, and the transferee's name, address and phone number. The coverage provided under this Agreement may not be transferred to any product other than the covered Product(s).

B. This Agreement is the complete and exclusive statement of the terms and conditions regarding Our performance, and replaces any prior oral or written communications on that subject.

C. Neither You nor We will bring a claim under this Agreement more than two (2) years after the expiration of this Agreement unless otherwise provided by local law without the possibility of contractual waiver or limitation.

D. You are not responsible for failure to fulfill any obligation due to causes beyond Your control. Similarly, We are not responsible for failure to fulfill any obligation due to causes beyond Our control.

E. 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.

X. INDIVIDUAL STATE DISCLOSURES

IN ALABAMA: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN COLORADO: Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the Unfair Practices Act", articles 1 and 2 of title 6, C.R. S. A party to this Agreement may have a right of civil action under these laws, including obtaining the recourse or penalties specified in such laws.

IN CONNECTICUT: Your Agreement term is automatically extended by the length of time in which the covered Product is in Our custody for repair. If You have a dispute with Us, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product, and a copy of the Agreement. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN GEORGIA: If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Agreement at any time based upon fraud,

misrepresentation, or failure to pay for the Agreement, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. Under "What this agreement does not cover", provision Q is deleted and replaced with the following: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. The section concerning Arbitration is deleted in its entirety. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN HAWAII: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

IN ILLINOIS: The cancellation fee is equal to the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars (\$50.00). This Agreement does not provide coverage for normal wear and tear except as specifically provided in the coverage section above. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN INDIANA: The obligations of Lenovo under this Agreement are backed by the full faith and credit of Lenovo.

IN KENTUCKY: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN MARYLAND: The "Purchase Price" shall refer to the purchase price of the covered Product as shown on Your sales receipt. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN MISSOURI: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN NEVADA: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. If We are unable to repair Your Product, replacement of Your covered Product will be provided for with a store voucher or check equal to the original purchase price of the covered Product. Refund of the original Product purchase price will fulfill this Agreement in its entirety and will cancel and discharge all further obligations under this Agreement. With respect to each Product covered under this Agreement, Our liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: failure to pay the Agreement purchase price; the conviction of You of a crime which results in an increase in the Service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement; or a material change in the nature or extent of the Service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the Service required beyond that contemplated at the time of purchase. If We cancel the Agreement, You will be refunded the unearned pro rata purchase price of the Agreement. This Agreement is not renewable. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN NEW HAMPSHIRE: In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

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IN NEW MEXICO: We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: (a) failure to pay the Agreement purchase price; (b) the conviction of You of a crime which results in an increase in the Service required under the Agreement; (c) fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; (d) or the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.

IN NEW YORK: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The terms of the manufacturer's warranty and any applicable extended warranty related to the Product are hereby incorporated by reference into this Agreement and are a part of this Agreement. Article 79 of the New York Insurance Law applies to the manufacturer's warranty and any extended warranty incorporated by reference into this Agreement. If there is a conflict between the manufacturer's warranty or extended warranty incorporated by reference into this Agreement, this Agreement shall govern. The date and cost of this Agreement are as set forth in Your Invoice. If no claim has been made under this Agreement and You cancel this Agreement during the period specified in Section IX.A.2., this Agreement shall be void and You shall be entitled to a full refund of the cost hereof. *We shall pay You a penalty of ten percent of the price You paid for Lenovo Damage Protection per month for any refund We owe you that is not returned to you within thirty (30) days of Your return of this Agreement to Us.*

IN NORTH CAROLINA: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN OKLAHOMA: The Cancellation provision of Your Agreement is deleted in its entirety and replaced by the following: If You cancel the Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price of the Agreement. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

IN SOUTH CAROLINA: Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. If You have a question, a complaint or Your claim is not handled in a timely manner, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (800) 768-3467. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN TEXAS: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN UTAH: Coverage afforded under the Agreement is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Agreement during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement

by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (d) substantial breach of contractual duties, conditions, or warranties.

Arbitration is deleted in its entirety. This Agreement does not have a deductible. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. **IN VERMONT:** You may, within 20 calendar days of receipt of the Agreement, reject and return the Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made under the Agreement, We shall refund to You the full purchase price.

IN WASHINGTON: In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

IN WYOMING: The section concerning Arbitration is deleted in its entirety. It is not applicable to You. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

XI. AGREEMENT ADMINISTRATION

This Agreement is administered by:

Lenovo (United States) Inc.
Customer Relationship Management
1009 Think Place
Morrisville, NC 27560

Attn: Lenovo Damage Protection Services Administrator
1-877-453-6686