



## 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/llw\\_02](http://www.lenovo.com/warranty/llw_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.

#### 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.lenovolocator.com](http://www.lenovolocator.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 machine type.

### 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 ("ADP")

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.

**This Service 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.

**Purchase Period for ADP:** ADP must be purchased with the product or within ninety (90) days of product purchase.

**Coverage Period for ADP:** ADP 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:** When ADP 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);
- 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); and
- h) Product Exchange Service NBD (for monitors only).

##### **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](http://support.lenovo.com)) and OEM Supported Software

## **F. 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.

**F.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)

**F.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)

**F.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)

**F.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)

**F.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)

## **G. International Service Entitlement ("ISE")**

### **G.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.

### **G.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.

## **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. Easy Deploy Services**

### **K.1. Easy Deploy Basic Service: Onsite Installation – Local Business Hours**

This Service provides for the onsite setup of the following new Lenovo ThinkPad Products: T-Series, X-Series, P-Series, E-Series, L-Series, and ThinkBook Laptops ("Lenovo Supported Product"). On-site setup will be performed during normal business hours – Monday through Friday, 9:00 AM – 6:00 PM local time. Service does not include holidays or weekend installation.

#### **6.4 Onsite Installation Service Description**

- a) Moving new equipment from central location located on-site to the end user desk side
- b) Unpack, inspect and organize product components and peripherals; attach any Customer-certified network patch cables or connect to Customer's wireless network using Customer supplied logon information; and connect power cords into electrical source
- c) Boot the new Lenovo product and verify network connection for Customer's network connected devices
- d) Connect and setup external MS Windows 10 supported peripherals to product

- I. Keyboard, Mouse, Monitor, local printers and docking station supported
  - II. Customer is responsible for providing any necessary drivers / software that are not covered by normal plug-in-play processes.
- e) Disconnect the hardware components, network cable, and power cord from Customer's system being replaced by the new product
  - f) Perform basic domain join through MS Windows native interface
  - g) Log on to the new Lenovo product using Customer-provided user ID and password
  - h) Map network printers to each new Lenovo product and print a test page – 1 Printer
  - i) Install a copy of currently supported Microsoft Office from Customer-provided media, networking device(s) provided by the Customer, or from the Microsoft Office website
  - j) Connect to O365 or a MS exchange server on the Customer's work premises
  - k) Move all boxes, packaging materials and debris to a Customer designated disposal area within the building where the deployment services are provided
  - l) Properly clean the installation area so it is returned to its original condition



**K.2. Easy Deploy Plus Service: Onsite Installation - Extended Business Hours Availability and Up to 30 GB Data Migration**

The Easy Deploy Basic Service described in Section K.1 above with Onsite Installation availability during normal business hours

– Monday through Friday, 9:00 AM – 6:00 PM local time, and during extended hours, 6:00 PM – 10:00 PM local time, along with Data Migration Services. Data Migration Services provide for the onsite migration of up to 30 gigabytes (GB) of data from an existing local computer to a new Lenovo Supported Product. Data Migration is delivered during and in coordination with a new Lenovo Supported Product installation.

**K.3. Easy Deploy Advanced Service: 24/7 Onsite Installation and Up to 100 GB Data Migration**

The Easy Deploy Plus Services described in Section K.1 above with Onsite Installation availability 7 days/week, 24 hours/day, 365 days/year, along with Data Migration of up to 100 gigabytes (GB) of data from an existing local computer to a new Lenovo Supported Product. Data Migration is delivered during and in coordination with a new Lenovo Supported Product installation.

**K.4. General Terms for Easy Deploy Services**

- a) Easy Deploy Services are available only to registered SMB customers. Customer will be granted access to the Lenovo Service Connect Self-Service Portal. Customer responsibilities and instructions for activation of Easy Deploy Services are provided at [serviceconnect.lenovo.com](http://serviceconnect.lenovo.com).
- b) All systems in an order will be scheduled together as part of a singular Service event.
- c) Microsoft Office application installation must be delivered in conjunction with Onsite Installation services and any unused application installation cannot be credited, refunded or transferred.
- d) Onsite Installation coverage is limited to locations which are easily accessible by vehicle and without use of special tools or equipment.
- e) Where Services require onsite performance, Customer will provide free, safe access to Customer's facilities and products, including ample working space, and electricity.
- f) New Lenovo Supported Products are located within the building in which they are to be installed.
- g) Customer caused delays which prevent the performance of Easy Deploy Services may result in additional costs and charges which Customer agrees to pay.
- h) Lenovo shall not be liable for any loss of data resulting from data migration.
- i) 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 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.
- j) Once an Easy Deploy Service has been scheduled, any changes to the schedule must occur at least five (5) business days prior to the scheduled deployment date. Customer reschedule requests earlier than five (5) business days may be subject to a rescheduling fee that Customer agrees to pay.
- k) Customer will need to provide an administrator ID to the deployment technician for the purpose of data migration, image load, and/or application load.
- l) Installation of Microsoft office and Email setup will be performed only on currently supported Microsoft office product.
- m) Email client will be connected to O365 (web version) or a local Microsoft exchange server at the Customer's premises.
- n) Customer will be responsible to validate, and if needed provide technical support for any image load, application load, or Email client setup performed by the on-site technician.

**L. Lenovo Integrated Solutions Support**

**L.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:

**L.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.

### **L.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 will 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.

## **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 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.

## **12 Limitation of Liability**

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

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

- a) loss of, or damage to, data;
- b) special, incidental, exemplary, or indirect damages or for any economic consequential damages; or

- c) lost profits, business, revenue, goodwill, or anticipated savings.

**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.**

### **13 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 is responsible for failure to fulfil any obligations due to causes beyond its control.
- M. 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.
- N. 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.
- O. Lenovo's obligation to provide Service is conditional upon your completion of the Registration and/or Activation process.
- P. 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.
- Q. Each of us will comply with any laws and regulations that are applicable to this Agreement.
- R. 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.
- S. 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.
- T. 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.

### **14 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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### ATTACHMENT – (APAC REGIONS) – English Language

#### Section H. Priority Commit is added to 6.3

##### F. Priority Commit

Lenovo will provide you with access to Priority Commit Contact Center. (Operating hour vary between region/country)  
Lenovo will use commercially reasonable efforts to ensure the Priority Commit Contact Center is responsive to your calls.

##### H.1 Priority Commit Contact Center will facilitate:

- a) remote troubleshooting and diagnostic assistance (including possibly connecting to your system or Products over a secure internet connection);
- b) Software Support for Applications Preloaded by Lenovo;
- c) information regarding your warranty incident 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
- f) determine whether your warranty Incident can be resolved via one of the following (at Lenovo's discretion):
- g) SBD/NBD On-site Response;
- h) remotely;

##### F.2 Warranty Incident Resolution – SBD/NBD Onsite Response for Priority Commit

Post completion of Priority Commit Contact Center troubleshooting, if required (as determined by Lenovo), Lenovo will provide SBD/On-site Service NBD/SBD to your registered location to address your warranty Incident.

**SBD Onsite Labor for Priority Commit:** is available for remote locations that are reachable by public transportation (excludes off-shore islands), or other areas as may be approved by Lenovo - provided Priority Commit Contact Center phone based troubleshooting has been completed before 2pm (local time in your registered location), a service provider technician will be dispatched to arrive at your location on the same business day. This Service is available during normal business hours, Monday through Friday, excluding public holidays. Support calls received by the Contact center after 2:00pm local time will require an additional 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. For service provided at a residence, an adult must be present at all times during the service technician's visit. 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.

**On-site Service NBD for Priority Commit:** is available for remote locations that are reachable by public transportation (excludes off-shore islands), or other areas as may be approved by Lenovo - provided Priority Commit Contact Center phone based troubleshooting has been completed before 3pm (local time in your registered location), a service provider 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 Contact center after 3:00pm local time will require an additional 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. For service provided at a residence, an adult must be present at all times during the service technician's visit. 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.

- a) is available only on selected models of Lenovo Products ;
- b) will be provided between Monday to Friday, 9am – 6pm (local time in your registered location), excluding Saturday, Sunday and public holidays. Arrival times will depend on your registered location and our prompt response to Lenovo's request for confirmation of arrival time;
- c) does not guarantee the resolution of a warranty Incident, nor the resolution of the warranty Incident within a given period of time;
- d) requires that, where you are not available at your registered location. At Lenovo's discretion you may be charged an additional charge for any required follow-up visits.

##### F3. Warranty Incident Resolution – Remote for Priority Commit

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

#### **F.4 Parts Prioritization for Priority Commit**

You will receive prioritization of Parts allocation for your warranty incidents.

#### **F.5 Software Support for Applications Preloaded by Lenovo for Priority Commit**

Software Support includes Lenovo providing assistance on Applications Preloaded by Factory, pursuant to the following:

- a) providing operating system and Setup Assistance associated with 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) it is a pre-condition to this service that You must have all necessary license and support agreements in place with the OEM;
- c) Lenovo excludes any and all responsibility or liability for the performance of the OEM's software, products or services; and
- d) Lenovo does not warrant that any issue will be resolved; and
- e) You understand and agree that resolutions may not be available. 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.

### **HONG KONG**

#### **6.2.D.8 On-Site Service – 4-hour Response (Business Hours)**

The following is added to this Section:

This Service is subject to availability of service parts and support call received before 2pm.

#### **13. General**

The following is added to this Section:

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

### **TAIWAN**

#### **6.2.D.8 On-Site Service – 4-hour Response (Business Hours): On-Site Service**

The following is added to this Section:

This Service is subject to availability of service parts and support call received before 2pm.

#### **13. General**

The following is added to this Section:

You declare that you have been provided with the statutory review period and informed of the subsequent registration and activation upon the purchase of a service and have reviewed the terms and conditions of the Agreement.

### **INDIA**

#### **6.2.A Warranty Extension**

The following is added to this Section:

Warranty Period for all Lenovo batteries, stylus, and digitizer pens shipped along with notebook or tablet products is limited to 12 months. Any Extended Warranty which is purchased for notebook and tablet unit will not apply to aforesaid products unless otherwise specified. This means that Lenovo will provide warranty service without charge for batteries, stylus, and digitizer pens during the 12 months of the warranty period. Any subsequent repair or replacement thereafter will be on chargeable basis.

Warranty Period for external keyboard and external mice shipped along with Idea and Lenovo branded desktop and All-in-One (excluding Think branded products) is limited to 12 months. Any Extended Warranty which is purchased for Idea and Lenovo branded desktop and All-in-One units will not apply to aforesaid products unless otherwise specified. This means that Lenovo will provide warranty service without charge for keyboard and mice during the first 12 months of the warranty period. Any subsequent repair or replacement thereafter will be on chargeable basis.

Warranty service may not be available in all locations and may differ from location to location.

For accessories, be sure to retain your proof of purchase and packing material. They might be required to receive warranty service from the Lenovo Authorized Service Partner.



### 6.3.C Accidental Damage Protection (“ADP”)

The following shall be added to this Section:

**The following section is applicable for Idea and Lenovo Branded Notebook and Tablet products (Excluding Think Branded Products)**

**Limitation of Claims:** This agreement entitles you to avail a maximum of one accidental repair claim per Service policy year. Policy Period starts from the date of notebook or tablet purchase as reflected in your invoice. If your notebook or tablet Product is repaired under this Agreement during a policy year, your Product is not eligible for another repair of same or a different issue under this Agreement during the same policy year. Single replacement will be done with a configured system which is comparable to the configured system in the Product, during the lifecycle of the Product under this Service only if system is beyond economic repair. If system is replaced, you will have the option to purchase new Service coverage for that system, if desired. The coverage for the original machine ceases when a replacement is provided.

Please refer to the detailed Accidental Damage Protection policy for India available on the website [www.support.lenovo.com/in/en](http://www.support.lenovo.com/in/en)

The following shall replace Subsection (i), (ii) and (iii) of “This Service does not cover the following:” (e) in their entirety:

- i. Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, tampering, 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 damage caused by animals, including all types of pets and/or pests, such as but not limited to licking, biting, chewing and scratching; or
- iii. Theft, loss or damage due to road accident, fire, rain, flood, or natural disaster, war, terrorism or acts of God.

### 13. General

The following replaces Section 13(K) in its entirety:

Neither of us will bring a legal action, regardless of form, arising out of or related to this Agreement or the transaction under it more than two years after the cause of action arose, unless otherwise required by applicable law. After such time limit, any legal action arising out of this Agreement or the transaction under it and all respective rights related to any such action shall lapse, unless otherwise required by applicable law without the possibility of contractual waiver or limitation.

### 14. Geographic Scope and Governing Law

The following replaces this Section in its entirety:

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

## **INDONESIA**

### 13. General

The following is added to this Section:

(i) The parties hereby waive the provisions of Article 1266 of the Indonesian Civil Code to the extent such provision requires a court pronouncement for unilateral termination of this Agreement.

(ii) All notices, requests, reports or other communications shall be made in English language.

(a) In the event of any inconsistency or different interpretation between the Indonesian language version and the English language version, the Indonesian language version is deemed to be automatically amended (with effect from the date of the execution of the English language version) to make the relevant part of the Indonesian language version consistent with the relevant part of the English language version

(b) Each party (i) acknowledges that, with its agreement, this Agreement has been predominantly negotiated in the English language; (ii) represents that it has read and fully understands the contents and consequences of this Agreement; (iii) represents that it has made and entered into this Agreement freely and without duress and (iv) represents that it has received independent legal advice with regard to this Agreement.

### 14. Geographic Scope and Governing Law

The following replaces this Section in its entirety:

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia, without regard to its or any other jurisdiction’s conflicts of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by and in accordance with arbitration rules of the Indonesian National Board of Arbitration (“BANI”) (“Rules”). To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such arbitration, and waives



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

## **MALAYSIA**

### **13. General**

The following is added to this Section:

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

## **AUSTRALIA**

### **6.3.E. Premier Support**

The following is added to this Section:

**Lenovo and Third-Party Software Support.** Lenovo will provide direct telephone support for installation and basic usage problems for core software applications on the supported core software list found at [www.lenovo.com/prioritysupport](http://www.lenovo.com/prioritysupport). If Lenovo determines the performance of your product is related to a third-party software application on the collaborative support software list found at [www.lenovo.com/prioritysupport](http://www.lenovo.com/prioritysupport), Lenovo will recommend you contact the third party software supplier and provide a contact number if possible. The service provided by Lenovo under this section is limited to as described above. To the extent permitted by law, Lenovo is not responsible for third-party software or the acts or omissions of any software supplier.

### **11. Warranty of Services**

The following replaces this Section in its entirety:

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

**THE BENEFITS GIVEN BY THIS AGREEMENT ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS AGREEMENT AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.**

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

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

### **12. Limitation of Liability**

The following replaces this Section in its entirety:

To the extent permitted by law, Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit (where the Service Provider is responsible for the transportation).

To the extent permitted by law, neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

**TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.**

**THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.**

### 13. General

The following is added to this Section:

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

Lenovo will be unable to provide its services if you refuse to provide your information or do not wish us to provide your information to parties we use to provide the service. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting Lenovo.

## **NEW ZEALAND**

### 11. Warranty of Services

The following is added to this Section:

The warranty specified in this section is in addition to any rights Customer may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which Lenovo provides, if Customer require the goods or services for the purposes of a business as defined in that Act.

### 12. Limitation of Liability

The following is added to this Section:

Where Products or Services are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this section are subject to the limitations in that Act.

### 13. General

The following is added to this Section:

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

## **AUSTRALIA AND NEW ZEALAND**

### **6.3 Other Services Offerings**

The following is added to this Section:

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

Australia & New Zealand is excluded from ISE Accidental Damage Protection (because ADP is not available in Australia & New Zealand. For a similar service, please refer to Lenovo Accidental Damage Protection Insurance as below.)

#### **K. Lenovo Accidental Damage Protection Insurance**

Lenovo Accidental Damage Protection Insurance is available in Australia and New Zealand. Below is a product disclosure statement required by law and prepared on 5 November 2014. Capitalized terms below have the same meaning as the ones defined in the applicable separate insurance policy. Please contact Lenovo representative for the applicable insurance policy before you purchase this Service.

#### **PURPOSE**

The purpose of this PDS is to give You the information You require to make an informed decision about whether or not to purchase the Lenovo Accidental Damage Protection Insurance. To assist You in understanding the Cover provided by the Policy, this PDS details the significant features of the Policy, including the Policy's benefits, risks and information about how the insurance premium is calculated. The information is general and does not take account of Your individual needs.

This PDS in addition to the Policy Schedule, forms Your contract of insurance with Us. Provided You have paid the premium, We will insure You during the Period of Cover subject to the terms and conditions set out in this PDS. Before deciding to purchase this Policy, You should read this PDS carefully to understand the extent of Cover provided by this Policy and its limitations.

Capitalized terms and expressions used in this PDS have the meanings given to them at the beginning of the Policy Wording in Section 2.

#### **K.1 WHO IS THE INSURER?**

This insurance Policy is underwritten and issued by Virginia Surety Company, Inc. (ARBN 080 339 957) (VSC) of Level 2, 693 Burke Road, Camberwell VIC 3124. In this PDS, the Insurer is called 'We', 'Us' or 'Our'. We hold an Australian Financial Services Licence (number 245579). You can contact Us:

- by phone on 1300 654 665
- by writing to Us at PO Box 246, Balwyn VIC 3103
- by emailing Us at [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com)

Lenovo (Australia & New Zealand) Pty Ltd (ABN 70 112 394 411) (Lenovo) arranges for the issuance of the Policy and performs repair functions on Our behalf. Lenovo acts as an authorised representative for us. In effecting this insurance Policy, the selling agent is acting as Our agent, and not as Your agent. The selling agent will receive payment for effecting this Policy on Our behalf, please refer to the Financial Services Guide for details.

The Warranty Group Australasia Pty Ltd (The Warranty Group) (ABN 37 005 004 446) performs claims and administrative Policy functions on Our behalf.

#### **K.2 ELIGIBILITY**

Please Note: Lenovo Accidental Damage Protection Insurance is only available when purchased with the following Lenovo Products: notebooks, tablet device, mobile workstation, desktop or fixed workstation from Lenovo or an approved Lenovo reseller.

Cover will need to be purchased for each Product You wish to protect.

When Lenovo Accidental Damage Protection Insurance is purchased for a Lenovo Product, the Original Purchase Price of the individual Lenovo Product must not exceed \$7,500.

#### **K.3 FEATURES AND BENEFITS OF THE POLICY**

The Policy is an insurance policy with the following significant features and benefits:

##### **A. Accidental Damage Protection**

If the insured Product suffers Accidental Damage, during the Period of Cover, We will repair or replace the Product subject to the applicable Excess, Policy terms and conditions. The decision to repair or replace the unit lies solely with Us and Lenovo.

If the Product is repaired it may be repaired with new or used parts. Any replaced parts will have the same functionality as the original part/s. If Lenovo decides that the Product needs to be replaced, then We will provide a Replacement Product that may be new or reconditioned. The Replacement Product will have the same functionality as the original Product.

The Policy provides for a maximum of two repair claims and one replacement claim per Policy year.

##### **B. PERIOD OF COVER**

You are able to select the length of time You wish to protect Your Product from Accidental Damage. The Cover periods available to You are; one, two, three or four years.

### C. PRODUCTS INCLUDED / COMPONENTS EXCLUDED

This Cover is for hardware only. Accidental Damage Protection does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product.

The Policy does not cover externally-attached devices, components, cases, television monitor, wall mounts or wiring classified as 'accessories' or 'consumables' and not built in or on the base unit, such as light bulbs, memory disks or disk, wire connections, AC adapters, carry cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software, tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice, input/output devices, ceiling mount kit, disposable memory devices, or any other components not internal to the Product, or other parts/components requiring regular maintenance.

Accidental Damage Protection does not cover any software.

Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, replaceable sealed batteries, internal components/switches, built-in buttons, card reader slot shipped with Your Insured Product are Covered.

In the event of a system or part replacement which may require access to an optical device and the customer has opted out of an optical device, We reserves the right to decline service until the customer grants Lenovo access to an optical device to enable support and serviceability.

### D. SIGNIFICANT RISKS

You should be aware of the following risks associated with the Policy:

**Disclosure Obligations:** Failure to comply with disclosure obligations may have consequences in relation to the Cover being provided or may affect a claim being paid. These consequences are outlined under 'Your Duty of Disclosure' in the Policy Wording.

**Policy Coverage:** Our liability under this Policy is excluded in certain circumstances and We will not be liable for any claim if the following occurs:

- Fraud;
- Non-Disclosure;
- Non payment of premium; or
- Non payment of Excess.

**Please Note:** The above list is not intended to be all inclusive, rather an indication.

**Variation to Your Cover:** It is important that You notify Us of any change to Your circumstances, including if You change Your address.

We reserve the right to obtain Our own assessment and valuation report in the event of any claim. Document ID: LENO AD AUS 1014/003 Page 7 of 13

### WHAT IS THE COST?

The premium payable for Your insurance Policy will be shown on Your Policy Schedule. In setting premiums, a number of factors are taken into consideration. These factors may include:

- term chosen;
- the level of Excess;
- the Repair Method; and
- the Original Purchase Price of the insured Product.

In the event that the premium is not received in full, within 30 days from the date of purchase, all cover will cease.

For further details please refer to the Cancellation section of the Product Disclosure Statement.

The premium will be calculated and provided to You at the time of purchase and will be detailed in the Policy Schedule. You may also be required to pay one-off fees in the following circumstances:

- a Cancellation Fee on cancellation of the Policy;
- a Policy transfer fee; and
- an Excess on an accepted claim.

### E. COOLING OFF PERIOD

We understand that all customer needs are different. Accordingly as part of this Policy We offer a 14 day cooling off period from when receiving the Policy Schedule. If You should decide for any reason whatsoever that this Policy does not suit Your individual needs, You may cancel this Policy and receive a full refund as long as no claims have been lodged.

To cancel the Policy within the cooling off period and receive a full refund, please advise Us of Your request in writing: by mail: Virginia Surety Company, Inc.

ADP Policy Admin

PO Box 246

Balwyn VIC 3103

by email: [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com)

To cancel Your Policy at other times, please refer to the 'Cancellation' section in the Policy Wording.

### F. DISPUTE RESOLUTION

Should You have a concern relating to any area of Our business or Your Policy You may request that it be dealt with by the supervisor or manager directly responsible for that area. If Your complaint is not resolved by the supervisor or manager, Your

complaint may then be referred to Our Internal Dispute Resolution Panel. You can contact Our Internal Dispute Resolution Panel:

- by emailing us at [customerfeedback@thewarrantygroup.com](mailto:customerfeedback@thewarrantygroup.com); or
- by phone on 1300 654 611

We will respond to Your complaint in writing provided We have all the necessary information. If You are not satisfied with the outcome and the matter is not related to use of Your personal information, You may refer the matter to the Financial Ombudsman Service (FOS). The FOS may be contacted:

- by phone on 1300 780 808 (local call fee applies);
- by fax on (03) 9613 6399;
- by writing to GPO Box 3, Melbourne VIC 3001;
- by emailing them at [info@fos.org.au](mailto:info@fos.org.au)
- on the web <http://www.fos.org.au>

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The FOS provides an independent service which will investigate Your complaint and provide a ruling at no cost to You.

**THE GENERAL INSURANCE CODE OF PRACTICE** Virginia Surety Company, Inc. adheres to the General Insurance Code of Practice (Code). The Code was developed with the objective of raising the standards of service and practices in the insurance industry to a level that seeks to achieve total customer satisfaction. The Code aims to improve the quality of policy documentation and information provided to consumers; employee and agent training; claims handling and dispute resolution. Please contact Us if You would like to obtain Our brochure on the Code.

**YOUR PRIVACY** Virginia Surety Company, Inc. is bound by the Australian Privacy Act 1988. In order for Us to provide You with Insurance We need to collect certain personal information about You. We collect personal information from You and Our business partners and service providers in connection with the Insurance. Collection of Your personal information from Our business partners and service providers usually occurs at the point of sale of the Insurance. If You do not provide Us with this information Your application may not be processed or, We may not be able to administer claims or handle inquiries in connection with the Insurance. The purposes for which We collect Your personal information are to provide the Insurance, handle inquiries about the Insurance, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information We collect may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which We collect, as well as companies within The Warranty Group including Our companies in the UK, USA, Japan and New Zealand. In accordance with Our Privacy Policy You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about Our management of Your personal information, which is also detailed in Our Privacy Policy. If You would like a copy of Our Privacy Policy, would like access to the information We have about You or wish to make a complaint, please contact Our Privacy Officer on 1300 654 611 or visit <http://virginiasurety.com.au/privacy-policy/>. By applying for the Policy, You consent to Us managing Your personal information in accordance with Our Privacy Policy.

**FINANCIAL CLAIMS SCHEME** If We become insolvent, this Policy may be protected under the Federal Government's Financial Claims Scheme administered by APRA. This means that if You meet certain eligibility criteria You may receive payment under the scheme. For more information please see <http://www.apra.gov.au> or contact the APRA hotline on 1300 131 060.

**SUBROGATION** When We pay a claim under the Policy, We have the right to take over and enforce any right You may have to recover the loss from another party. We may do this in Your name and You have an obligation to assist Us as required.

## L. Premium Care Support

### L.1 24/7 365 Days Customer Engagement Center

The Premium Care Customer Engagement Centre is available 24/7 (including holidays). Premium Care is not a standard/default offering. It is an add on service - you have an option to purchase it at an added cost. It is available at additional charges on select systems. It runs concurrently with the Lenovo Limited Warranty. Lenovo will use commercially reasonable efforts to ensure the Premium Care Customer Engagement Centre is responsible for:

- remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection);
- OEM Supported Software Support;
- information regarding your warranty incident case management to help track, progress and close;
- validation of your product serial number and Service entitlements;
- 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); and
- On-site Service NBD (excluding tablets)

### L.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 Service is available in United States, or other areas as may be approved by Lenovo - provided Premium Care Customer Engagement Centre phone based troubleshooting has been completed before 4:00pm local time, a service provider 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 Customer Engagement Center after 4:00pm local time will require an additional day (N2BD) 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) NBD On-site Services:
  - (i) are available only on selected models of Lenovo products;
  - (ii) will be provided between Monday to Friday, 9am – 4pm (local time in Your registered location), excluding Saturday, Sunday and holidays. 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; and
  - (iv) 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.

### **L.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.

### **L.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.

### **L.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
  - (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 (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

### **L.6 Getting Started Assistance**

Box to Boot support, device setup assistance over the phone

- 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 Helpful Actions:
  - (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

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

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

- 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.

## **SINGAPORE / CAMBODIA / BRUNEI / LAOS / MYANMAR / PHILIPPINES / VIETNAM**

### **13. General**

The following is added to this Section:

- (i) You agree that where you provide Personal Data to Lenovo, you agree that you comply with all applicable Data Protection Requirements and you will ensure that any third party who has provided such information to you, complies with all applicable Data Protection Requirements. In particular you agree not to transfer any Personal Data beyond the territory of Singapore without Lenovo's prior approval and shall respond to (and provide reasonable assistance to Lenovo in responding to) any request or query by individuals whose Personal Data you have collected (where applicable), processed, used or disclosed, for information

as to their Personal Data or how it may have been used and/or for the correction of such Personal Data. Data Protection Requirements shall mean the Personal Data Protection Act (Act 26 of 2012) and any regulations and/or guidelines implementing or made pursuant to them and any similar law and regulations in the Territory. Personal Data shall have the meaning set out in applicable Data Protection Requirements, that is, “data, whether true or not, about an individual who can be identified — (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access.

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

#### 14. Geographic Scope and Governing Law

The following replaces this Section in its entirety:

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

## **JAPAN**

The "product" herein refers to **Lenovo-specified personal computer, basic system configuration of workstation and monitor (only apply to product purchased with Lenovo Services), as well as optional Lenovo-specified products that are attached or connected to the basic configuration which are purchased by you, excluding used products and other optional mechanisms, external machines, batteries, AC adapters, and accessories and bundled products such as software, except otherwise specifically written elsewhere herein.**

#### 6.2. Service Offering Descriptions

The following is added to this Section:

##### **C. Sealed Battery Warranty Extension**

If the product is an internal sealed battery, you can request one time service for internal battery replacement (one time service for each individual battery service purchased). Replacement of internal battery will be provided in accordance with the content of this service purchased by you. However, battery replacement is available after Lenovo technical support provides diagnosis and validation.

##### **D.10 Same Business Day Response (“SBD12X6”)**

12 hours per day, 6 days per week (Monday- Saturday) (This Service is not available in offshore islands and mountain areas)

##### **D.11 Same Business Day Response (“SBD24X7”)**

24 hours per day, 365 days per year (This Service is not available in offshore islands and mountain areas)

#### 6.3. Other Services

The following is added to this Section:

##### **C. Accidental Damage Protection (“ADP”)**

If you are eligible for Lenovo Onsite Repair Service, a certified engineer will be dispatched onsite to repair or replace your product. If Lenovo representative determines that repair at Lenovo repair center is required, you shall ship your product to Lenovo repair center at Lenovo’s expense. Lenovo will ship the repaired product or its replacement back to you after Service is complete.

##### **Procedure when your product is destroyed in a fire, stolen, or lost:**

- i. In case your product is destroyed in a fire, you shall obtain an official report or certificate issued by your local fire department, and submit it with a request for a replacement of the product to Lenovo.
- ii. In case your product is stolen or lost, you shall get obtain report number of the theft report (in case of stolen) or lost report (in case of missing) issued by your local police department, and submit it with a request for a replacement of the product to Lenovo.

##### **C.1 Overseas Courier Service – Depot Repair (J support) (This Service is not available for IdeaPad/ Lenovo brand products)**

- a. Lenovo shall pick up the products at Lenovo’s expense and repair them at Lenovo repair center. However, only products determined by Lenovo as partly damaged (repairable) are within the scope of this Service, while completely damaged products (non-repairable) are not eligible outside the scope of this Service. Also, repair according to this Service is limited up to once every twelve (12) months (products under the coverage of the Overseas Courier Service that have been repaired within the past twelve (12) months for another cause cannot be repaired in accordance with this Service).
- b. Repair Acceptance: When your product falls under the coverage of Overseas Courier Service that needed to be repaired, you shall request repair request to Lenovo. In this case, you shall contact one of the Lenovo Smart Center in Japan (at your expense), or locate Lenovo repair center on Lenovo webpage. The service acceptance time under this section is as described in the webpage at <https://support.lenovo.com/jp/ja/documents/srvc-smtnv>.
- c. Evaluations: Lenovo shall conduct the following evaluation based on your product repair request. When the evaluation is completed, Lenovo may assign a subcontractor for performance of this Service.

- d. Confirmation that your product is a product under the coverage of the Overseas Courier Service
  - i. The expiration date of the Overseas Courier Service
  - ii. The installation location of the product under the coverage of the Overseas Courier Service
  - iii. The failure conditions
  - iv. The customer contact information (the pickup address and return shipping address of the product under the coverage of the Overseas Courier Service)
- e. Pickup and Repair: In response to your request, the transport service provider specified by Lenovo will pick up the product, and Lenovo shall repair the product transported to Lenovo repair center in Japan. However, if Lenovo determines that the target product is "completely damaged" (non-repairable), the product shall be return to you without repair. After the repair is completed, Lenovo shall ship the product back to you.
- f. Preparation for Pickup: After you receive a document required for the pickup from Lenovo, you shall perform the required procedure in accordance with each of the following items as preparation for pickup of the product.
  - i. Packing the product (Customer will need to ensure proper packing before delivering the product to the transport service provider)
  - ii. Signing the documents (the invoice and transportation slip)
  - iii. Calling the transportation service provider for pickup (Please contact the transportation service provider assigned by Lenovo)

## **C.2 Customer Bear the Expenses**

- a. Under this Service, if Lenovo determines that your product is partly damaged (repairable) with a repair cost exceeding JPY150,000 (excluding consumption tax), you shall pay the excess amount that exceeds JPY150,000 of the repair cost, as well as transportation costs including consumption tax amount that corresponds to the total at your expense. However, if total repair cost is less than or equal to JPY150,000, Lenovo will repair your product without further charges.
- b. Under this service, if Lenovo determines that the product is completely damaged (non-repairable), Lenovo may provide a replacement product to you. In this case, you shall pay the amount specified by Lenovo at your expense.
- c. You shall pay total expense specified by Lenovo in accordance with preceding two paragraphs by one of the following methods. Lenovo shall specify the transportation costs and provide a replacement product to you.
  - i. Advance payment via bank transfer to the account specified by Lenovo (A replacement product will be shipped after the money transfer is completed. Please note that you will not be able to cancel the payment after bank transfer is complete.)
  - ii. Payment in arrear based on an invoice by Lenovo (this is applied to business entities only. The payment due date is within thirty (30) days from the invoice date. A replacement product will be shipped after the invoice is issued. Please note that you cannot cancel after the invoice is issued.)
- d. Lenovo will provide a replacement product that Lenovo determines has equivalent functions with your product unit (excluding AC adapters, internal option mechanisms, external devices, battery packs, and other accessories / bundled products such as software). Lenovo does not guarantee the same model and product specifications with yours as a replacement product. Lenovo will not be responsible to configure your Operating System (OS) and other settings upon providing the replacement product.
- e. Notwithstanding paragraph (d), when your product is a model which equipped with a WWAN module, there is a possibility that a replacement product without WWAN is provided. Lenovo does not guarantee that a replacement product equipped with a WWAN module is provided to you. Also, when a replacement product equipped with a WWAN module is provided, the telecommunications carrier that provides a WWAN communications service may be changed, and Lenovo will not be held responsible for contract between the telecommunications carrier and you.
- f. When a replacement product is provided, the service offerings based on this contract will be terminated. You will not receive this service for the replaced product. You will not be able to add or extend this service to the replaced product.
- g. Notwithstanding paragraph (d), when Lenovo determines that some accessories are not compatible because the models of your product and the replacement product are different from each other, the following accessories compatible may come with the replacement product:
  - i. Items that came with the product (Hardware): AC adapter and battery pack
  - ii. Items that came with the product (Software): OS, OS license, device setup guide, and user's guide

## **E. Premier Support Service ("Premier Service")**

### **1.Scope and General Terms of the Agreement**

- a. This Service is only for Think brand personal computers, workstations, and tablets, and certain Lenovo Series products (e.g., Lenovo S500 Series) purchased by Customers ("Applicable Products"). Applicable Products do not include servers, even if they are Think brand.
- b. Prior to providing Premier Services, we must receive Customer information in the prescribed format. Please contact our sales representative regarding the prescribed format. In addition, if services mentioned in Article 2, Paragraph b) below are desired, we must receive the Customer's master disk image and operating procedure in advance to determine whether we are able to provide the services.

### **2.Repairs**

- a. Repairs will be made on-site the next business day. The scope and terms of next day on-site repair support are as the terms and conditions set forth in the Lenovo Service Terms.
- b. For hard drive replacements and repairs, if the following conditions are satisfied, the Customer's master disk image can be installed on a new hard drive. If the master disk image and operating procedure are not provided, the hard drive will be loaded with the factory disk image just as in normal repairs.

- i. The operating procedure is prepared by the Customer.
- ii. The operating procedure is provided in advance so that Lenovo can confirm whether repair is possible.
- iii. The disk image and operating procedure are provided to engineers at the time of repair.

### **3. Technical Support Plus**

- a. Premier Services, in addition to the Technical Support Plus services mentioned in the Lenovo Service Terms, also include the support in Paragraph d) of this Article. The scope and terms of the Technical Support Plus services mentioned in the Lenovo Service Terms are as the terms and conditions set forth in the Lenovo Service Terms, unless otherwise provided in this Agreement.
- b. Premier Services will be provided according to the following schedule:
  - Monday–Friday (except holidays and 12/30 to 1/3) 9:00–18:00
- c. Support can be provided remotely via telephone if the Customer agrees.
- d. Lenovo will provide the following technical support and technical information:
  - i. Technical information regarding the configuration settings and use of Microsoft operating systems (“OS”) by Microsoft Corporation (“Microsoft”)
    - i. Applicable OSs are limited to the OSs that Lenovo has confirmed will work on the product that the Customer is using.
    - ii. This support will be provided on a best effort basis.
  - ii. Technical information in Japanese regarding the configuration settings and use of Office software that Microsoft supports according to its official website.
    - i. This support will be provided on a best effort basis.
  - iii. Technical information regarding the use of security software
    - i. This applies to security software that Symantec Corporation, McAfee, Inc., and Trend Micro, Inc. support according to their respective official websites.
    - ii. This support will be provided on a best effort basis.
  - iv. Technical information on the use of browsers
    - i. Applicable browsers are limited to Microsoft Internet Explorer and Google Chrome.
    - ii. Supported versions are different depending on the OS being used. Versions of browsers preloaded on the applicable product and versions of browsers provided and supported by Microsoft or Google are eligible for support.
    - iii. This support will be provided on a best effort basis.
- e. “Best effort” herein means to offer solutions, in response to inquiries received by our agents, to the extent possible based on the descriptions and troubleshooting advice provided by software providers on their official websites; it is not a guarantee to resolve a problem. Depending on the nature of a problem or inquiry, a resolution may not be reached, in which case the Customer may be asked to contact the support desk of the software provider.

### **4. Reports**

Lenovo provides a report to Customers once every three months regarding repairs and problems that occur on Lenovo devices (excluding peripheral equipment) used by the Customers. This report is provided to all Customers who have purchased Premier Services on 500 or more machines and have requested said report. A report is provided monthly to Customers who have purchased Premier Services on 1,000 or more machines and have requested a report. Lenovo will determine the format of this report.

### **5. Participation in Regular Meetings**

Premier Services provide opportunities for service managers to hold regular meetings with your company to provide and explain the report mentioned in Article 4. These regular meetings are held for all Customers who have purchased Premier Services on 500 or more machines and have requested said meetings. These regular meetings are held once every three months at a fixed location in Japan.

### **H. Post Warranty Service**

- a. To receive the Post Warranty Service offerings, you need to fill out the registration form that is included in the package, and send it to Lenovo. Lenovo will complete your Post Warranty Service registration with the registration form.
- b. Please note that if a period between the start date of the Post Warranty Service and the end of Service date defined by Lenovo for the personal computer, system device of the workstation or monitor that is included in the product is less than one year, you cannot purchase the Post Warranty Service. Also, if one year or more has passed from the warranty expiration date of the product, you cannot purchase the Post Warranty Service.
- c. When you have already purchased any Service for the said product, and it is still effective, you can purchase only the same Post Warranty Service with it. Therefore, you cannot purchase the Post Warranty Service of a different type from the Service you have purchased. However, after the warranty expiration date of the product, or when the Service is expired, you can purchase this Service with a different type from the Service you have purchased.
- d. The product or its components that is replaced under this Service shall be property of Lenovo. You shall ensure that the replaced product or components is a Lenovo genuine part, it is not altered or modified, and there is no legal constraint such as collateral which prevents the said replacement.
- e. The decision whether to repair or replace the product in this Service shall be made by Lenovo.
- f. You shall remove any program, data, and removable media, as well as any components that are non-Lenovo products, additional items, and changed items from the product before having repair under this Service. In case any of the above are remained, you shall be considered to have abandoned the right for repair. Lenovo does not have any liability for your data (including confidential information and personal information) stored in the product that Lenovo receives from you. You shall

perform appropriate protective measures to protect your data before sending your product to Lenovo for repair under this Service.

- g. If Post Warranty Service you purchase includes ADP or Keep Your Drive, please also refer the terms and conditions applicable to ADP and Keep Your Drive.

**Payment terms and conditions:**

When you purchase this Service directly from Lenovo, you shall pay maintenance fee under the terms and conditions determined by Lenovo. On the other hand, when you purchase it from one of the Lenovo business partners, you shall make payment under the terms and conditions specified by the business partner.

**I. Accidental Damage Protection Plus (“ADP Plus”)**

All terms and conditions of ADP shall be applicable to ADP Plus except paragraph (a) of the “Customer Bears the Expense.” Notwithstanding anything to the contrary herein, when you have purchased the Accidental Damage Protection Plus, Lenovo shall bear total amount of the repair costs, including transportation costs plus the consumption tax amount that corresponds to the total, in the event that Lenovo determines the product is partly damaged (repairable) in accordance with this service.

**J. Technical Support Plus**

- a. This Service provide you the following support services by an engineer via telephone, in addition to the services based on Lenovo base warranty policy. When you contact an engineer, you shall follow instructions given by the engineer to troubleshoot your product problem. The engineer will try to diagnose and resolve the problem over the telephone, and may instruct you to download and install software updates.
- b. This Service is provided remotely such as via telephone and e-mail, and it does not cover onsite services. Lenovo will never take possession of your product.
- c. The offering hour of this service is as follows:
- d. Monday - Sunday (excluding Lenovo specified monthly holidays) 9:00 am - 6:00 pm
- e. Lenovo provides technical support and technical information defined in the following items:
- 1) Providing technical information about function settings of the product
    - i. Technical support to install, configure, update, and reinstall Lenovo software that is initially installed in the Lenovo factory
    - ii. Technical support to install and configure third-party software that is initially installed in the factory
    - iii. Technical support to install and configure the software that is included in the CD/DVD media that comes with the product. Sample software and customized images are not covered by this Service.
    - iv. Technical support about technical information posted on the Lenovo website
  - 2) Technical support on how to use product functions
    - i. Technical support on how to use ThinkVantage technology
    - ii. Technical support on how to use Rescue&Recovery
    - iii. Technical support on how to use and configure the finger print authentication and its operation
    - iv. Technical support for when you need to recover to the factory state
  - 3) Technical support on BIOS/Driver
    - i. Providing technical information on how to install and configure BIOS/Driver
    - ii. Providing FAQ information about BIOS/Driver
    - iii. Providing Web site information on BIOS/Driver
  - 4) Providing technical information relating to the preinstalled OS
    - i. Technical support on how to swap the preinstalled OS written in the product information
    - ii. Technical support on how to change settings of the preinstalled OS
    - iii. Providing FAQ, website information, and known information relating to the preinstalled OS
  - 5) Providing technical support when a problem such as a fault and failure occurs
    - i. Providing Lenovo's known information relating to third-party software
    - ii. Providing Lenovo's known information relating to network failures
    - iii. Providing technical information such as settings and changes in order to avoid problem
  - 6) Technical support on failure diagnosis and failure analysis
    - i. Providing technical information required to separate a failure
    - ii. Providing technical support and technical information on failure diagnosis
  - 7) Verifying and analyzing problems in the product for which Lenovo determined that verification and analysis are required
    - i. Verifying the same failure that has occurred in more than one product
    - ii. Primary analysis of Memory Dump
    - iii. Analyzing product problems relating to software or application that is preinstalled
  - 8) Creating a report of repair details of a repair service accepted by Lenovo  
This Service does not include the following products:
    - i. Service for a Lenovo genuine monitor product which has not been purchased with Lenovo personal computer.
    - ii. ThinkServer, IdeaPad, IdeaPad Tablet, IdeaCentre, and LenovoG series products
    - iii. Technical support for an image customized for you, regardless whether it is a sample or not, it is installed in the factory or not, and it comes with the product or not

**L. Customer On-Site Exchange Service (“COE”) (for Monitors Only)**

In COE for monitors, a monitor that you request for repair shall be replaced by Lenovo.. Lenovo will send you the replacement for the product in good operating condition from the repair center. You shall remove the said product in advance, and replace it with the replacement product sent to you upon arrival of the transportation service provider specified by Lenovo. You shall install

the replacement product by yourself. Lenovo will bear the transportation costs. The service offering time is the business time specified by the repair center.

### **13. General**

The following is added to this section:

- U. The expiration date and applied products of this service purchased by you will be notified you by Lenovo after the maintenance registration is completed. You can review them also at the following URL:  
<http://service.lenovo.jp.com/thinkplus/care.nsf/fMTMSearch?openform>
- V. You cannot purchase this Service when any failure has occurred in the product, or when a repair request is accepted or a repair has already done to the product. When a purchase is made even while this applies, the said purchase shall be non-effective. Also, this service cannot be applied to a repair that was done before the purchase of this service.
- W. Lenovo reserves the right to change the content of this Agreement without prior notice.