

ThinkPlus Warranty Services Agreement

IMPORTANT NOTICE

Please carefully read the following terms under which Lenovo will provide services to You. We will provide services only if You first accept the terms of this Agreement or by Your initial use of the services.

If You do not accept the terms, are unable or unwilling to abide by the terms and conditions herein, do not use the Service / complete any required registration. Instead, promptly notify the Lenovo authorized reseller you bought it from or Lenovo if you bought it directly from Lenovo for a complete refund within thirty (30) days of receiving this Agreement.

THIS AGREEMENT

“You” and “Your” shall refer to the purchaser.

“We”, “Us”, and “Our” shall refer to Lenovo.

WHAT THIS AGREEMENT COVERS

This ThinkPlus Warranty Services Agreement (called the “Agreement”), the Lenovo Limited Warranty and its supported product list (which is available at www.lenovo.com/warranty, called “Product”) are the complete and exclusive agreement regarding Your acquisition of each of Warranty Extension, Battery Warranty Extension, Warranty Service Upgrade, Post-warranty Service, ThinkPlus Priority Support and Hard Disk Drive Retention Service (each a “Service”) for the Products specified in your Lenovo/reseller invoice/order confirmation and replace any prior oral or written communications between You or Lenovo regarding the subject matter of this Agreement. The Services can only be purchased from Lenovo or an authorized Lenovo reseller. You will be deemed to have accepted the terms of this Agreement if (1) You use, register, or order the services, or allow others to do so after receiving these terms; or (2) you fail to reject these terms within thirty (30) days of receiving this Agreement.

Registration may be required to activate the Service. If you have purchased the Service from Us, unless we notify you otherwise, We will complete the registration. If you have purchased the Service from an authorized Lenovo reseller, consult with your reseller on registration requirements.

You will provide Personal Data to Us when you register for the Service or communicate with Us. Personal Data refers to any data from which it is practical to determine the identity of an individual, such as name, address, email address, telephone number, credit card number, or Service account number. Lenovo’s use of Your Personal Data with respect to the Service (for purposes of registration, processing your transaction, providing the Service to you, communicating about administrative issues, providing customer service or otherwise to manage Our business relationship with you) will be handled in accordance with Lenovo’s Privacy Policy (located at www.lenovo.com/privacy).

Except for matters specifically addressed in this Agreement, the Lenovo Limited Warranty will prevail on any conflict with this Agreement.

If You purchased a Warranty Extension, the duration of the Lenovo Limited Warranty for Your Product will be for the term you have purchased (which commences on the start date of your Product’s original warranty period) as specified on your Lenovo/reseller Service purchase invoice/order confirmation. This Service must be purchased within your Product’s original warranty period. Parts intended to be consumed are not covered by Warranty Extension. **Batteries are specifically excluded from Warranty Extension. Unless you have purchased a separate Battery Warranty Extension, warranty coverage for your battery will expire with at the end of the original term of your Lenovo Limited Warranty.**

If You purchased a Post-Warranty Service, the Lenovo Limited Warranty will apply for the term you have purchased as specified on your Lenovo/reseller Service purchase invoice/order confirmation. This Service can only be purchased after your Product's original warranty period has expired. Lenovo Post Warranty offerings have a 30 day waiting period prior to service being rendered IF the warranty period on the system had lapsed between base (or upgrade) coverage and the purchase of the post warranty service.

If You purchased a Warranty Service Upgrade, Your Service will be for the term you have purchased as specified on your Lenovo/reseller Service purchase invoice/order confirmation. During this period, Your Lenovo Limited Warranty will be upgraded to one of the service levels listed below based on the Service you have purchased.

If You purchased ThinkPlus Priority Support, Your Service will be for the term you have purchased as specified on your Lenovo/reseller Service purchase invoice/order confirmation. During this period, you will be entitled to the benefits described below depending on the service level you have purchased (as specified on your Lenovo/reseller Service purchase invoice/order confirmation).

If You purchased Hard Disk Drive Retention Service, the terms that will apply to such Service are described in the section below titled Hard Disk Drive Retention Service.

If You have purchased Battery Warranty Extension, the terms that will apply to such Service are described in the section below titled Battery Warranty Extension Service.

Service Levels for Warranty Service Upgrade

The following Service levels will apply with respect to Product warranty (as per Lenovo Limited Warranty), depending on the Warranty Service Upgrade you have purchased:

Depot Service

If We determine Your Product problem is covered by the Product Warranty and cannot be resolved over the telephone, We will have You disconnect the failing Product for collection arranged by your Service Provider. A shipping container will be provided to You for You to return Your Product to a designated service center. A courier will pick up Your Product and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the Product to Your location. You are responsible for its installation and verification.

Next Business Day On-site Service

If We determine Your Product problem is covered by the Product Warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive on-site the next business day. Service is available 5 days/week (Monday – Friday) during Lenovo's business hours. Calls received by the call center after 4PM local time will require an additional business day for service dispatch.

On-site Service 4 Hour Response (9x5 business hours)

If We determine Your Product problem is covered by the Product Warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive on-site within 4 hours or as soon as possible thereafter to repair or exchange the failing Product as per the Product Warranty. Reference to 4 hours is a response time objective and is not guaranteed. You must provide suitable working area to allow disassembly and reassembly of the Lenovo Product. The area must be clean, well lit and suitable for the purpose. For some Products, certain repairs may require sending the Product to a designated service center.

Service is only available during normal business hours of your Service Provider and is only valid within defined 4 hour response locations. **You must contact Your Service Provider for location-specific information. Charges may apply outside a Service Provider's normal service area.**

On-Site Service 4 Hour Response (24x7)

If We determine Your Product problem is covered by the Product Warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive on-site within 4 hours or as soon as possible thereafter to repair or exchange the failing Product as per the Product Warranty. Reference to 4 hours is a response time objective and is not guaranteed. You must provide suitable working area to allow disassembly and reassembly of the Product. The area must be clean, well lit and suitable for the purpose. For some Products, certain repairs may require sending the Product to a designated service center. Service is available 7 days/week, 24 hours/day. This Service is only valid within defined 4 hour response locations. **You must contact Your Service Provider for location specific information. Charges may apply outside a Service Provider's normal service area.**

ThinkPlus Priority Support

The Service consists of the following:

1. 7x24 telephone access to advanced level technicians via toll free number for Product warranty (as per Lenovo Limited Warranty), and Lenovo and Third Party Software Support (described below);
2. Escalation management process with a resolution manager for complex technical issues; and
3. If We determine Your Product problem is covered by the Product Warranty and cannot be resolved over the telephone, repair services will be arranged in accordance with the Lenovo Limited Warranty and any applicable Warranty Service Upgrade service level you have purchased.

When you contact the technician, you must follow the problem determination and resolution procedures specified. The technician will attempt to diagnose and resolve your problem over the telephone and may direct you to download and install designated software updates.

Lenovo and Third Party Software Support

We will provide telephone support for installation and basic usage problems for in-the-box applications. If we determine the performance of your Product is being impacted by a third party in-the-box application, We will contact the third party vendor and create a problem incident on Your behalf, providing such problem documentation and information as we deem necessary, and transfer your call to the third party vendor. **We do not assume any liability or responsibility for third party applications.** To be eligible for Third Party Software Support, You must have the appropriate active licenses, support agreements and entitlement with the relevant third party vendor.

For Lenovo software Support, this Service is subject to the agreement under which you are licensed to use the Lenovo software.

Hard Disk Drive Retention Service

This Service allows you to retain a defective hard disk drive.

Under the Lenovo Limited Warranty, when Lenovo replaces a defective part, that part becomes the property of Lenovo. If You have purchased Hard Disk Drive Retention Service, you will be entitled to retain that failed hard disk drive. This Service will apply to the original hard disk drives of the Product covered by the Service and any replacement hard disk drives provided for that Product under the Lenovo Limited Warranty.

In the event of a hard drive failure, You must contact Your Service Provider. If We determine that the hard drive is defective, We will replace the hard drive, and you may retain the original. You agree to have an authorized representative present to retain defective hard disk drive, to accept replacement hard disk drives from Us, to provide Us with the serial number of each hard disk drive retained hereunder, and upon Our request, execute a document provided by Us acknowledging the retention of the hard disk drive. It is your responsibility to protect all data on your hard drives, and to dispose of your hard drive appropriately. We are not responsible for data on your drive if you do return it to Us.

Limitations to the Hard Disk Drive Retention Service: The Hard Disk Drive Retention Service does not permit you to retain any hard disk drive that is provided by Us and accepted by you as a loan or rental product. For such drives, you will be responsible for removing all sensitive data before returning any such loaned or rented hard disk drive to Us.

Battery Warranty Extension

If You purchased a Warranty Extension, the duration of the Lenovo Limited Warranty for Your Product will be for the term you have purchased (which commences on the start date of your Product's original warranty period) as specified on your Lenovo/reseller Service purchase invoice/order confirmation. This Service must be purchased within your Product's original warranty period and is available only on commercial mobile systems. Parts intended to be consumed are not covered by Warranty Extension. Batteries are specifically excluded from Warranty Extension. Unless you have purchased a separate Battery Warranty Extension, warranty coverage for your battery will expire at the end of the original term (1 year) of your Lenovo Limited Warranty.

If You purchase a Battery Warranty Extension, You are entitled to one Battery replacement during the entire term of the Service Agreement (3, 4, or 5 years). The term begins after your one year Battery base warranty period and ends after Your initial and only replacement request is received.

The Battery Warranty Extension request is made by contacting 1-866-426-1703 and providing Your system machine type, serial number, and barcode number from the failing battery. Request received prior to 3pm CST will be processed the same day and shipped 2 day air. Request received after 3pm CST will be processed the next business day.

WHAT THIS AGREEMENT DOES NOT COVER

This Agreement and the Services do not cover the following:

- uninterrupted or error-free operation of a Product;
- loss of, or damage to, your data;
- any software programs, whether provided with the product or installed subsequently (except to the extent specifically stated in this Agreement);
- failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You;
- damage caused by a non-authorized service provider;
- 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; and
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation (except to the extent specifically stated in this Agreement).

This Agreement and each Service is voided by removal or alteration of identification labels on the Products or its parts.

HOW TO OBTAIN SERVICE

The Service may be provided by Lenovo, an authorized Lenovo reseller if authorized to provide the Service, or an authorized warranty service provider. Each of them is referred to as a "Service Provider". To obtain Service, contact a Service Provider. See www.lenovo.com/warranty for a link to telephone numbers of service providers by country, including telephone numbers for ThinkPlus Priority Support. If You do not register the Product with Lenovo, You will be required to present proof of purchase as evidence of Your entitlement to the Service.

WARRANTY FOR SERVICES

Lenovo warrants Services will be performed with reasonable care and according to its current description in this Agreement. **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 NON-INFRINGEMENT.** Lenovo does not warrant uninterrupted or error free operation of any deliverable or Service.

CHARGES, PAYMENT, AND TAXES

For purchases from Lenovo, except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified by Us in the invoice, including any late payment fee. You are responsible for any taxes resulting from this Agreement.

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. In each such instance, 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), except as expressly required by law without possibility of contractual waiver or limitation, Lenovo is liable for no more than: 1) damages for bodily injury (including death) and damage to real property and tangible personal property; and 2) the amount of any other actual direct damages, up to the amount You paid for the Service that is the subject of the claim. This limit also applies to any of Lenovo's subcontractors, suppliers and program developers. It is the maximum for which Lenovo and its subcontractors, suppliers and program developers are collectively responsible. Under no circumstances shall Lenovo, its subcontractors, suppliers, or program developers be liable for any of the following: 1) third-party claims against You for damages; 2) loss of, or damage to, Your records or data; or 3) special, incidental, indirect or consequential damages (including lost profits, business, revenue, goodwill or anticipated savings), even if informed of their possibility. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to You.

GENERAL

1. A copy of Your invoice is Your proof of entitlement to Service
2. Each of us grants the other only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted. 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.
3. Neither of us will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of contractual waiver or limitation.
4. Each of us is free to enter into similar agreements with others.
5. Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.
6. You agree to acquire Service only for Your own use, and not for reselling, leasing, trading, or loaning to others, and agree that any attempt to do so is void.
7. All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a separate confidentiality agreement.
8. Each of us will provide the other with notice and allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.
9. 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 sufficient to verify the sender's identity and the document's authenticity.
10. Each of us will comply with all laws and regulations that are or may be applicable to this Agreement (including but not limited to those governing export control and import).

11. You agree to allow Lenovo and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on Lenovo's behalf, Lenovo resellers who promote, market, and support certain Lenovo products and services, and assignees of Lenovo and its subsidiaries for uses consistent with our business relationship.

12. Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement, in whole or in part, within the enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. Lenovo is also permitted to assign its rights to payments under this Agreement without obtaining Your consent.

13. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to respective successors and assignees.

14. Nothing in this Agreement affects any statutory rights that cannot be waived or limited by contract. In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Lenovo and You consent to the application of the laws of the State of New York to govern, interpret, and enforce the rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Any action to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in a state or federal court of competent jurisdiction in the State of New York. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Lenovo and You expressly waive any right to a jury trial regarding disputes related to this Agreement.

16. All Your rights and all Our obligations under this Agreement are valid only in the United States. You will be deemed to have accepted the terms of this Agreement if (1) You use, register, or order the services, or allow others to do so after receiving these terms; or (2) you fail to reject these terms within thirty (30) days of receiving this Agreement.