



**Smarter
technology
for all**

Lenovo

**Lenovo (United States) Inc. Response to
the National Cooperative Purchasing
Alliance c/o Region 14 Education Service
Center**

**RFP # 45-22: Technology Solutions,
Products, and Services**

November 17, 2022

**Steven Franco
Account Executive
432-269-9996
sfranco@lenovo.com**

November 17, 2022

National Cooperative Purchasing Alliance
c/o Region 14 Education Service Center
P.O. Box 701273
Houston, TX 77270

Re: Lenovo (United States) Inc. Response to RFP # 45-22: Technology Solutions, Products, and Services

Dear Selection Committee,

Lenovo knows that smarter technology can help organizations transform how they operate, the services they deliver, and how they collaborate and interact with citizens and communities. Ultimately, it's about connecting people, priorities, and technology in important ways. Lenovo's broad product portfolio, deep expertise, and relentless focus on innovation makes us the ideal partner for this important work.

Thank you for the opportunity to offer what Lenovo believes is an exciting technology solution to meet National Cooperative Purchasing Alliance's (NCPA's) requirements. We are confident that our deep public sector expertise and dedication to our partnership with you will ensure a successful technology decision and contribute to improved agency outcomes. Our proposal outlines a few of our many commitments to the continued success of your organization.

Unparalleled Technology Leadership

As the world's leading PC company, Lenovo enjoys a record market share of 24.8 percent, per Gartner's Market Share Analysis (Q2 2022). Our leadership position is built on a solid, award-winning product portfolio that stretches from mobile endpoints to high-performance, hyperconverged data center productivity, and includes a broad selection of accessories to maximize IT dollars. We combine our breakthrough hardware innovation with a full ecosystem of service and solutions partners to give our customers streamlined answers for their technology challenges.

Experienced Government Agency Partner

Our commitment to the public sector runs deep. We have invested in dedicated federal, state, and local government account teams, and created a dedicated center of excellence for contracts and procurement. Lenovo delivers unprecedented reliability and unbeatable mobility to over 900 state and local agencies across America. Additionally, over 22 military and civilian federal agencies choose Lenovo to modernize their mission. Lenovo is a trusted provider to various federal agencies, including the Department of Defense, Department of Veterans Affairs, and the Department of Energy.

Unbeatable Product Quality, Durability, and Innovation

Because workstyles are more demanding than ever, we offer the broadest portfolio of MIL-SPEC-tested products and subject our machines to even more stringent examinations internally. Lenovo is committed to continuously improving the quality and value of our products and solutions.

Secure from the Inside Out

We share your commitment to end-to-end security, as evidenced in our TAA-compliant products and supply chain. Additionally, we incorporate NIST and TCG standards as well as TPM 2.0 and secure BIOS firmware for peace of mind. The result is trustworthy technology to drive the most critical agency functions.

U.S. Investments

In addition to the investments in our Morrisville, North Carolina headquarters, Lenovo maintains both its enterprise campus and its U.S. fulfillment center in North Carolina. This results in 6,800+ employees and an annual economic impact of \$1 billion for North Carolina. Lenovo purchases \$10 billion in goods and services from U.S. companies annually.

Lenovo’s commitment to providing meaningful, end-to-end technology solutions has made us the world’s top technology partner in the public sector market. Should you have any questions or require additional information, please reach out to the Lenovo team at your convenience.

Sincerely,



Darren Estridge
Executive Director



Table of Contents

Title Page 1

Cover Letter 2

Table of Contents 4

Tab 1 – Master Agreement/Signature Form 5

 Master Agreement – General Terms and Conditions..... 5

 Process..... 10

 Evaluation Criteria 13

 Signature Form..... 14

Tab 2 – NCPA Administration Agreement.....15

 Acknowledgment of Contractor Requirements..... 17

Tab 3 – Vendor Questionnaire18

Tab 4 – Vendor Profile.....22

Tab 5 – Products and Services/Scope30

 Products 31

 Services 33

 Financial Services Offerings..... 35

Tab 6 – References37

Tab 7 – Pricing41

Tab 8 – Value Added Products and Services.....43

Tab 9 – Required Documents46

 Federal Required Signatures 48

 Antitrust Certification Statements Texas Government Code § 2155.005 .49

Appendix A: Lenovo Customer Agreement.....50

Tab 1 – Master Agreement/Signature Form

Master Agreement – General Terms and Conditions

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Lenovo concurs.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Lenovo concurs.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Lenovo concurs with the understanding that such renewals will be based upon the mutual agreement of the parties.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Lenovo concurs.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Lenovo understands and will comply.

Lenovo takes our commitments to customers very seriously and will establish and implement processes for NCPA to ensure that product delivery and installation timeframes are met.

Our Lenovo Direct Fulfillment goal is to offer NCPA our best-of-breed products, aggressively priced, with a fulfillment model customized to your unique requirements. In the US, Lenovo should be able to ship standard topseller products within 7 business days, and standard and forecasted custom products within 4 to 6 weeks from receipt by Lenovo of a valid purchase order. If the ship date extends beyond these time

frames, Lenovo will communicate with the customer the revised ship date as information becomes available.

This order fulfillment objective does not apply to initial orders for custom models. When Lenovo creates a custom model based on unique requirements, these models are subject to a "First Off Test" (FOT) which is a process to ensure that the newly created custom model is technically valid, properly manufactured, and has a functional configuration.

Standard shipping is assumed, and premium shipping is available upon request for an additional fee. Lenovo will be pleased to meet with NCPA and discuss solutions to meet your specific delivery requirements.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. Lenovo concurs.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Lenovo concurs.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Lenovo concurs.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Lenovo concurs for hardware and software products.

For Lenovo services, the pricing contained herein is exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the services, and any applicable taxes.

Warranty

Proposal should address the following warranty information:

- *Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.*
- *Availability of replacement parts*
- *Life expectancy of equipment under normal use*
- *Detailed information as to proposed return policy on all equipment*

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Lenovo's Limited Warranty

Please note, as Lenovo proposes to utilize the Lenovo Customer Agreement as the basis for the terms and conditions governing Lenovo's products and services, the issue of warranty is fully addressed within that Agreement. Installation services are not considered part of warranty service but may be obtained through a value-added service.

Please refer to Attachment A, D, and E inside Lenovo's Customer Agreement for applicable Warranty Service Terms.

Please refer to [Appendix A: Lenovo Customer Agreement](#) on page 50 for a copy of the Lenovo Customer Agreement.

Warranty Parts Process for Lenovo

Lenovo maintains service parts throughout the warranty/service period. Lenovo makes commercially reasonable efforts to maintain service parts for five years from product launch date.

A key fundamental component of product warranty is our Parts Depots. Support for Lenovo Think and System x products is made available through our industry leading parts inventory management system. This service support system includes automated dispatch, updated service technologies, preventive maintenance activities, and a parts distribution system.

Lenovo's parts stocking and distribution strategy is for parts to be readily available for delivery to a customer's location to meet the required levels of service for each machine type. Parts are stocked in Mechanicsburg, PA, for Think and System x products and in Grapevine, TX, for Idea products. Efforts are made to support these geographic areas at an availability level in excess of 80-85 percent of total requirements.

Regardless of warranty status, Lenovo will cross ship new or equivalent-to-new parts the same day they are ordered, provided order is placed before 3 p.m. (ET). For orders received after that time, Lenovo will ship the part out to meet the service response objectives. In many cases, Lenovo does not require receipt of the failed part before sending out a new part.

Support for third-party products and software is provided directly by the vendor of the product. The combination of an excellent parts inventory, service representative, and additional support structure for Lenovo-branded products will ensure that NCPA receives world-class service coverage.

Life Expectancy

Lenovo Think, notebook, desktop, servers, and workstation products as well System x server and storage products are highly durable and engineered for a four- to five-year lifecycle.

Returns

Lenovo's return policy for public sector customer is 30 days. When a return is needed due to dead-on-arrival (DOA) devices, damaged product, incorrect quantity, or incorrect product delivered, the claim has to be submitted to the appropriate Lenovo inside sales or customer service representative. After analysis and internal approvals, Lenovo will manage the collection of the product from the customer site. Lenovo will then refund the customer for the amount paid for the product that is returned.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Lenovo concurs.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Lenovo concurs.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Please note, Lenovo proposes to utilize the Lenovo Customer Agreement as the basis for the terms and conditions governing the purchase of Lenovo's products and services by the Consortium. Lenovo's proposed patent and copyright protection and IP infringement protection is located in Section 16 of the Agreement. Please refer to [Appendix A: Lenovo Customer Agreement](#) on page 50 for a copy of the Lenovo Customer Agreement.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

To the best of our knowledge and belief, Lenovo is not currently delinquent in the payment of any Texas franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Lenovo concurs.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any

modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Lenovo concurs with the clarification that notification shall be in accordance with the terms and conditions of the applicable policy provisions.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Lenovo concurs that it will comply with all local, state, and federal laws applicable to Lenovo as a provider of information technology products and services.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- *Name, address and telephone number of protester*
- *Original signature of protester or its representative*
- *Identification of the solicitation by RFP number*
- *Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested*

Any protest review and action shall be considered final with no further formalities being considered.

Lenovo understands.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Lenovo concurs.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor

the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Lenovo does not believe that any prevailing wage laws would be applicable to Lenovo's provision of products and services under any contract resulting from this solicitation.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Lenovo is in general agreement with the termination rights provided for above, with the understanding that Lenovo would be reimbursed for any products and services Lenovo delivers through the date of termination, as well as any reimbursable expenses Lenovo incurs. Lenovo would also seek reimbursement of any applicable adjustment or termination charges and for expenses Lenovo incurs as a result of such termination (which Lenovo will take reasonable steps to mitigate), all in accordance with the provisions of the Lenovo Customer Agreement which can be found in [Appendix A: Lenovo Customer Agreement](#) on page 50.

Open Records Policy

Because Region 14 ESC is a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Lenovo understands.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Lenovo concurs.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Lenovo understands.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Lenovo understands.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Lenovo understands.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Lenovo understands.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Lenovo concurs.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Lenovo understands.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Lenovo understands.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Lenovo understands.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the

lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Lenovo understands.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

Lenovo understands; however, Lenovo's offer to contract with Region 14 ESC is based upon Lenovo's response to the solicitation and Lenovo's modifications, exceptions, and clarifications thereto.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Please note, as Lenovo proposes to utilize the Lenovo Customer Agreement as the basis for the terms and conditions governing Lenovo's products and services, some of the items within the NCPA Administration Agreement are fully addressed within that Agreement.

Lenovo proposes that Region 14 ESC, NCPA, nor Lenovo shall be obligated in any manner with respect to the products and services proposed under this Solicitation until such time as a written contract reflecting mutually agreed upon terms and conditions is executed.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Lenovo understands.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Lenovo understands.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and

cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Lenovo understands.

Evaluation Criteria

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

Lenovo understands NCPA's evaluation criteria.

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted as clarified in writing in Lenovo's response. The undersigned further certifies that he/she ~~is an officer of the company~~ and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Lenovo (United States) Inc.
Company Name

8001 Development Drive
Address

Morrisville, NC 27560
City State Zip

855-253-6686
Telephone Number

n/a
Fax Number

destridge@lenovo.com
Email Address

Darren Estridge
Printed Name

Executive Director
Position


Authorized Signature

Tab 2 – NCPA Administration Agreement

Lenovo Response:

Please note, as Lenovo proposes to utilize the Lenovo Customer Agreement as the basis for the terms and conditions governing Lenovo's products and services, some of the items within the NCPA Administration Agreement are fully addressed within that Agreement.

Lenovo proposes that Region 14 ESC, NCPA, nor Lenovo shall be obligated in any manner with respect to the products and services proposed under this Solicitation until such time as a written contract reflecting mutually agreed upon terms and conditions is executed.

Please refer to [Appendix A: Lenovo Customer Agreement](#) on page 50 for a copy of the Lenovo Customer Agreement.

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Lenovo (United States) Inc ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this

Administration Agreement except as expressly changed or modified by this Administration Agreement.

- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

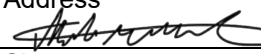
Total _____


Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Acknowledgment of Contractor Requirements

National Cooperative Purchasing Alliance
Organization
Matthew Mackel
Name
Director, Business Development
Title
PO Box 701273
Address
Houston, TX 77270
Address

Signature
December 1, 2022
Date

Lenovo (United States) Inc.
Vendor Name
Darren Estridge
Name
Executive Director Lenovo Government
Title
8001 Development Drive
Address
Morrisville, NC 27560
Address

Signature
12/5/2022
Date

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input checked="" type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micrones	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	<input type="checkbox"/>

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☒ Maybe ☐ No

If an opportunity arises, Lenovo could possibly assist. However, currency requirements and trade agreements may impact how we pursue an opportunity.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☒ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise
☐ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Lenovo Response:

Neither category above applies to Lenovo.

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☒ N/A, we are a recognized small, MWEB or HUB organization
☐ No, we do not have any programs in place.
☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Morrisville, State of North Carolina.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
☐ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

☒ Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	<u>Steven Franco</u>
Title	<u>Account Executive</u>
Company	<u>Lenovo (United States) Inc.</u>
Address	<u>8001 Development Drive</u>
City/State/Zip	<u>Morrisville, NC 27560</u>
Phone	<u>432-269-9996</u>
Email	<u>sfranco@lenovo.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

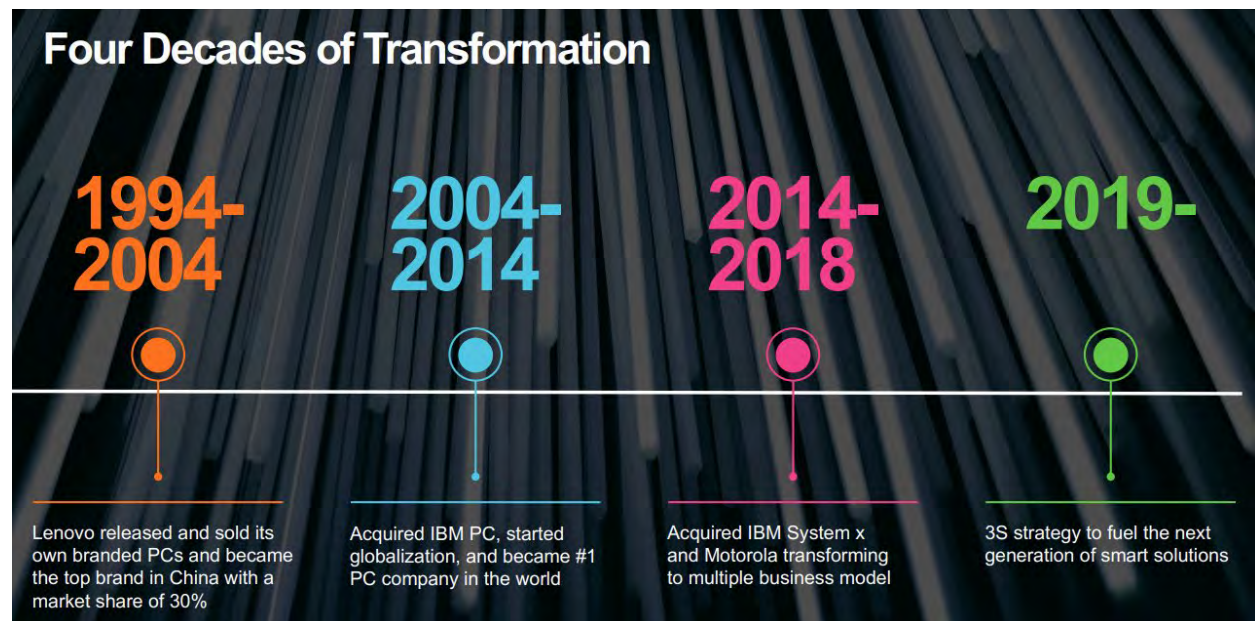
Company's official registered name.

Lenovo (United States) Inc.

Brief history of your company, including the year it was established.

Lenovo (HKSE: 992) (ADR: LNVGY) is a US\$70 billion revenue global technology powerhouse, ranked #172 in the Fortune Global 500, employing 75,000 people around the world, and serving customers every day in 180 markets. Focused on a bold vision to deliver smarter technology for all, Lenovo has built on our success as the world's leading PC player by expanding into new growth areas of infrastructure, mobile, solutions, and services. This transformation together with Lenovo's world-changing innovation is building a more inclusive, trustworthy, and sustainable digital society for everyone, everywhere.

While the Lenovo brand came into existence in 2004, the company has a much longer history. From our founding in 1984 through our acquisition of IBM's award-winning Think® lines of PCs and laptops in 2005 and the IBM System X in 2014 to our partnerships with more than 900 US state and local agencies today, our focus has yielded one of the industry's most diverse cultures — serving more than 1 billion customers around the world.



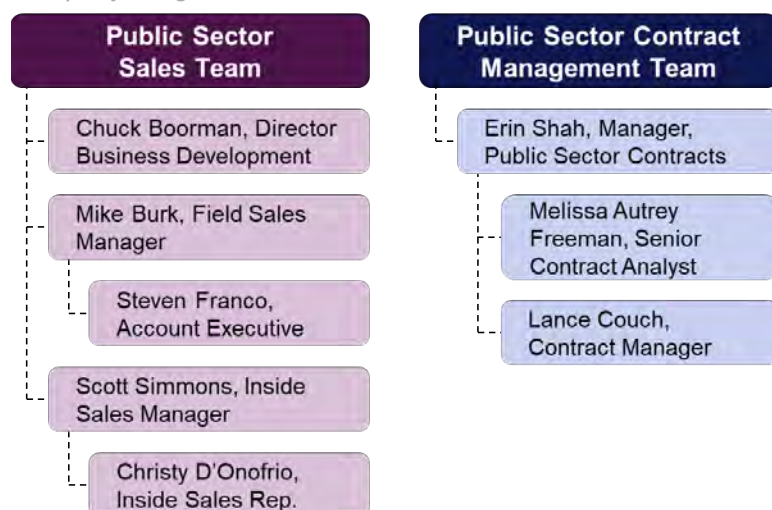
Lenovo (United States) Inc. is the U.S.-based entity within the global Lenovo corporate structure that offers intelligent devices for government, education, business, and consumer customers. Lenovo has become one of the world's largest manufacturers offering a wide portfolio of connected products, including PCs (ThinkPad, Yoga, Lenovo Legion), tablets, workstations, augmented and virtual reality (AR/VR) devices, and smart home/office solutions. Lenovo (United States) Inc. headquarters are in Morrisville, NC, along with one of our key global research centers.

To find out more, visit www.lenovo.com and read about the latest news via our [StoryHub](#).

Company's Dun & Bradstreet (D&B) number.

Lenovo's D&B number is 52-2449153.

Company's organizational chart of those individuals that would be involved in the contract.



Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

Lenovo team members for the NCPA contract are based out of our US headquarters or in a home office, which is not listed due to privacy reasons. Telephone and email contact information for key team members are listed below.

Lenovo (United States) Inc. Headquarters

8001 Development Drive
Morrisville, NC 27560
(855) 253-6686
www.lenovo.com/us/en

Key Lenovo Contacts	Contact Information
Lance Couch , Contract Manager	+1 (281) 712-2155 lcouch@lenovo.com
Melissa Autrey Freeman , Senior Contract Analyst	+1 (919) 294-0609 mautrey@lenovo.com
Steven Franco , Account Executive	+1 (432) 269-9996 sfranco@lenovo.com
Christy D'Onofrio , Inside Sales Representative	+1 (919) 874-3537 cdonofrio@lenovo.com
Chuck Boorman , Director Business Development	+1 (512) 657-5220 cboorman@lenovo.com

Define your standard terms of payment.

Lenovo's standard payment terms and net 30.

Who is your competition in the marketplace?

Lenovo has a large product portfolio and competition varies by product line. However, our largest competitors include Dell, HP, Samsung, Microsoft, and Apple.

What differentiates your company from competitors?

Focused on a bold vision to deliver smarter technology for all, Lenovo has built on our success as the world's leading PC manufacturer by expanding into new growth areas of infrastructure, mobile, solutions, and services. Working with our customers, we strive to build a more inclusive, trustworthy, and sustainable digital society for everyone, everywhere.

History of Innovation

Lenovo's commitment to innovation differentiates our products. By designing, engineering, and building the world's most complete portfolio of smart devices and infrastructure, we are leading an Intelligent Transformation – the idea of people improving their lives through the use of transformative technology – to create better experiences and opportunities for millions of customers around the world. Since our inception, Lenovo has won hundreds of technology and design awards for our innovative products – including more than 33,000 active patents globally – and introduced **many industry firsts, including the world's first foldable PC, first 2-in-1 convertible laptop, and first 5G smartphone**. Also, we have committed to **doubling our R&D investment by fiscal year 23/24** from the fiscal year 20/21 level and are adding 12,000 R&D professionals globally.

Commitment to Sustainability and Social Responsibility

After exceeding our 2020 emissions reduction goals a year ahead of schedule, **Lenovo has committed to a vision to achieve net-Zero by 2050** and is working with the [Science Based Target Initiative](#) to establish goals that support this vision. Lenovo has reported on sustainability topics since 2008, including outlining our work and goals around climate change mitigation, the circular economy, and sustainable materials. In addition to the net-zero vision, **Lenovo has committed to positively impacting 15 million lives through philanthropic programs and partnerships by 2025**.

Our philanthropic arm, the Lenovo Foundation, provides smarter technology for all by empowering underrepresented communities with access to technology and STEM education. We also continue to promote diversity, equity, and inclusion. Lenovo was listed in Bloomberg Gender-Equality Index again in

2022. We are one of the leaders in our industry with over 36% female representation in our workforce. Also, Lenovo won **24 best employer and best workplace awards** last year, including the World's Most Admired Companies by Fortune magazine.

Trusted, Award-winning Global Supply Chain

Lenovo has once again been named in the [Gartner Global Supply Chain Top 25 listing for 2022](#), rising seven places to rank #9. This recognition highlights Lenovo's leadership as a purpose-driven organization as well as the operational excellence of our global supply chain. **Lenovo's supply chain has always been a core strength**, from managing logistics and our relationships with component suppliers and partners to our unique global hybrid manufacturing footprint of 35+ factories around the world that together see five devices shipped every second to customers. Lenovo's strong supply chain has been a key factor in our ability to stay flexible and resilient in the face of industry challenges in the last few years and to respond customers' needs more effectively.

Describe how your company will market this contract if awarded.

Lenovo has held a contract with NCPA since 2015 and will continue to create awareness of the contract and its contents among potential users of the contract. Our marketing plan will include:

- Email announcement of contract award to current Lenovo North American public sector customers and potential customers
- Social media announcements to promote the Lenovo and NCPA relationship
 - Announcement (upon award) via Lenovo social media outlets including LinkedIn, Twitter, Facebook, and Instagram
 - Lenovo YouTube Channel video explaining benefits and offerings of NCPA
- Creation of contract-specific marketing flyer for distribution to Lenovo public sector customers
- Ongoing contract awareness/education via telephone and email with public sector customers at all levels (e.g., executives, buyers, and end users)
- Multiple contract references/mentions in various North American customer information sessions, including webinars and road shows specific to public sector customers
- Ongoing contract awareness/education with our business partners to develop co-marketing opportunities specific to NCPA customer channels

Describe how you intend to introduce NCPA to your company.

Lenovo has successfully leveraged our contract with NCPA since 2015 and continually hosts training for our team members about the contract as well as new member on-boarding training. We will continue to emphasize our contract with NCPA to Lenovo sellers through the following:

- Email notification to Lenovo public sector sales executives in each North American region covered with intent to cascade to all Lenovo public sector sellers
- Several internal informational/orientation webcasts/conference calls for extended Lenovo North American sales teams
- Announcement of award on Lenovo's social media outlets LinkedIn, Twitter, Facebook, and Instagram

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Lenovo can create a web portal designed specifically for our direct accounts. Each portal offers a range of products, services, tools, and support chosen specifically to meet your requirements including:

- Personalization – Customer welcome page and customized order authorization levels
- Solution selection – Customized product catalogue, specific prices, products that can be browsed by category with comparison capability, fast path to the most-frequently purchased solutions
- Order direct and tracking in real time – Shipping and pay preferences in local currency, order tracking online

- Ease of use – Interactive help to choose options, contacts associated with account, self-service support tools

Lenovo will provide a 24/7 online ordering portal specifically for NCPA purchases. The selected standard configurations will be displayed prominently on the home page and will also offer customization of internal components on non-image models. In addition to NCPA standards, Lenovo portal users will have access to Lenovo's full product catalog – or any subset thereof as designated by the customer – at negotiated pricing. The Lenovo web portal supports credit card, procurement card, and net 30 purchase methods, and may be limited to one or two methods as needed.

The Lenovo web portal allows users to create and place orders, quotes, and save carts for future use. It also provides a link to our order history tool called Order Visibility Portal (OVP). The OVP tool provides comprehensive order information, customizable searches, and downloads. OVP users can create, save, and repeat custom reports, and can also schedule delivery of this information on a repeat basis.

In addition to NCPA's procurement website, Lenovo offers a 24/7 Technical Support website (support.lenovo.com/en_US/) that provides drivers, updates, how-to guides, technical help, and more. Users can check whether the product is in or out of warranty as well as the warranty expiration date (pcsupport.lenovo.com/us/en/warrantylookup#/) and view the most up-to-date product information. These support tools are easily accessed through the customized NCPA web portal.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

NCPA can count on Lenovo to provide superior, 24/7/365 Help Desk support through our award-winning call centers. Spread across geographies and time zones, Lenovo's 19 call centers give customers seamless coverage to support our customers wherever they are. The call center supporting the North American market is in Atlanta, Georgia. The latest telephony technology integrated with call routing and call management applications help to ensure shorter wait times for customers and provides customer call history information to support specialists with each call. Advanced technological links allow the routing of call center calls, transparently to the customer, to provide coverage during emergency situations or natural disasters. For example, when a US call center closed during a hurricane, calls were routed to Canada with no interruption in support to our customers.

Once an end user places a call to the call center, the caller routed to the appropriate call center agent. This is where initial problem determination and remote diagnostics begin. If the problem is not resolved remotely or via the shipment of a self-service customer replaceable unit (CRU) at this stage, the agent will determine if the unit is eligible for repair or service (e.g., depot/repair center, carry-in, on-site). When the warranty involves on-site service, the agent will electronically dispatch a field service technician to the site. Our objective is to have the technician on-site based on the response objectives by location. The specialist will arrive with the right skills and training, the right parts, and an action plan to resolve the problem.

Lenovo call centers can be reached via our website (<https://support.lenovo.com/us/en>) or via telephone (1-855-253-6686 #1).

Green Initiatives (if applicable)

• *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and*

much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Lenovo has reported on our sustainability efforts since 2008, including outlining our work and goals around climate change mitigation, the circular economy, and sustainable materials. After exceeding our 2020 greenhouse gas (GHG) emissions reduction goals a year ahead of schedule, Lenovo has committed to a vision to achieve net-Zero by 2050 and is working with the [Science Based Target Initiative](#) to establish goals that support this vision.

We continually seek new ways to reduce harmful GHG emissions across all of our business activities, including those of our suppliers and customers. Our commitment to climate change and a low-carbon economy can be seen through:

- **Approach** – To minimize our carbon footprint, we follow a structured approach. This includes a climate and energy policy, climate change strategy, and key objectives and targets to meet.
- **Operations** – As well as driving energy and cost savings, our operational initiatives help us to meet our climate change goals.
- **Performance** – We have been reporting on our GHG emissions performance for over 10 years. By continuing to measure, analyze, and disclose our efforts, we strive to make a real difference each year.
- **Supply Chain** – As a responsible corporate citizen, we monitor sustainability programs across our full supply chain. This includes targets to reduce GHG emissions and minimize environmental impacts. As an approximate percentage of production spend:



For the third consecutive year, Lenovo has been recognized as one of the [2022 world's 100 most sustainable companies by Corporate Knights](#). The Corporate Knights annual ESG-focused rankings evaluated over 7,000 global businesses which generate more than US\$1 billion in revenue. Companies are evaluated based on 23 key performance indicators covering resource management, employee management, financial management, clean revenue, clean investment, and supplier performance.

Product Development

Lenovo has integrated green initiatives into all development operations. Every product development team has an environmentally conscious products focal point and environmental requirements as part of Lenovo's environmental management system, to which all product development must comply. We actively manage our response to ongoing energy-related regulatory activities such as updates to emerging protocols and regulations, and industry-related standards, including:

- ENERGY STAR® program specifications
- U.S. Department of Energy (DOE) Appliance and Equipment Standards
- California Appliance Efficiency Program requirements
- China CEL and CECF Standards
- EU Ecodesign (ErP) requirements

In 2020, we used nearly 6 million kilograms of recycled plastics in our products, including approximately 4 million kilograms of closed-loop post-consumer recycled content across a portfolio of 103 products. Looking toward the future, we will continue to integrate sustainable materials and transition to a circular economy. By 2025, we are aiming for the following:

- 100 percent of PC products will contain post-consumer recycled content materials.
- 100 percent of smartphone products and accessories will be free of PVC and BFR.
- 90 percent of PC products plastic packaging and 60 percent of smartphone packaging will be made from recycled materials.
- We will have enabled the recycling and reuse of 363 million kilograms of end-of-life products and use 136 million kilograms of post-consumer recycled content plastics in our products.

Greener, Lighter Packaging

Over a decade ago, Lenovo began using 100% recycled and recyclable packaging material. Instead of using polystyrene packaging, we now encourage the use of molded pulp, fiber, and low-density polyethylene (LDPE).

In 2018, we began implementing the use of an innovative, bio-based packaging made from bamboo and sugar cane fiber. The material is not only 100 percent biodegradable, but also lighter than previous packaging and its strength characteristics enable design improvements that reduce overall package size. This new packaging was used to ship memory cards and one of our ThinkPad models. With lighter packaging materials and package weight, the result was 6.7 percent less transportation CO₂ emissions. We are, therefore, looking to expand the use of this bamboo and sugar cane fiber packaging innovation.



A number of our other green packaging initiatives include the following:

- With 100% recycled thermoformed cushions, our PCs can now be stacked closer together and require less packaging material, helping to minimize shipping costs.
- Many of our notebook product lines now use 100% post-consumer molded fiber (or paper pulp) packaging, which can be readily recycled in municipal waste streams.
- All Think product primary carton boxes contain a minimum of 50% post-consumer fiber content and are required to use the maximum available post-consumer material.
- 98% of ThinkPad products now use recycled cushioning material, with the printing on boxes done via flexography with water-based, non-toxic, RoHS compliant inks.
- The high recycled content foam we use for server packaging contains a minimum of 65% recycled resin content.
- We are also working with suppliers to reuse packaging used for shipping between our suppliers and Lenovo factories.

Anti-Discrimination Policy (if applicable)

• Describe your organizations' anti-discrimination policy.

Maintaining a diverse culture and achieving its full potential is fundamental to the Lenovo's competitive success. A key element in our workforce diversity programs is the commitment to equal employment opportunity and to prohibit discrimination, harassment, and similarly inappropriate behavior in the workplace. Lenovo's policy and Code of Conduct commits to providing a work environment free of discrimination and harassment based on race, color, gender, religion, age, nationality, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, or veteran status. Company policy prohibits management from making employment decisions based on such characteristics. These business activities and the design and administration of Lenovo's benefit plans

must comply with all applicable laws. For qualified employees with disabilities, we will make reasonable accommodations needed for effective job performance in a manner that complies with applicable laws.

Diversity and inclusion have been the building blocks of Lenovo's history and are among our greatest strengths. Our diverse team of people and locations enables collaboration and sharing across borders and encourages us to adopt the best practices in the markets it serves. Lenovo is bringing awareness about inclusion to all its leaders and employees in a variety of ways, including global anti-harassment training to ensure a workplace free of harassment. This year, we are conducting a global campaign with 100 percent target completion rate for global anti-harassment training.

We understand that a diverse business model starts at the top. Lenovo's leaders throughout the world hold a deep commitment to these values that fuel long-term growth. We believe that a global workforce should reflect the global customers that it serves, and this begins with leadership that is representative of the various cultures and ethnicities that comprise our internal talent.

Vendor Certifications (if applicable)

• *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*

Lenovo maintains the necessary business licenses in the various jurisdictions in which we operate globally, including all states and provinces located in the United States and Canada. Our corporate tax identification numbers are 52-2449153 (US) and 85480-7039 RT0001 (Canada). Lenovo is not classified as a small or disadvantaged business.

Lenovo also maintains the necessary licenses and certifications related to Lenovo's manufacturing operations. For example, Lenovo has achieved certifications such as ISO 14001:2015 (environmental), ISO 50001:2018 (energy management), ISO 45001:2018 (occupational health and safety), and ISO 9001:2015 (quality management systems). We are happy to provide additional details upon request.

Tab 5 – Products and Services/Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- *Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.*
- *Availability of replacement parts*
- *Life expectancy of equipment under normal use*
- *Detailed information as to proposed return policy on all equipment*

Products

- *Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects*

Construction

- *Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.*

Lenovo's Limited Warranty

Please note, as Lenovo proposes to utilize the Lenovo Customer Agreement as the basis for the terms and conditions governing Lenovo's products and services, the issue of warranty is fully addressed within that Agreement. Installation services are not considered part of warranty service but may be obtained through a value-added service.

Please refer to Attachment A, D, and E inside Lenovo's Customer Agreement for applicable Warranty Service Terms.

Please refer to [Appendix A: Lenovo Customer Agreement](#) on page 50 for a copy of the Lenovo Customer Agreement.

Warranty Parts Process for Lenovo

Lenovo maintains service parts throughout the warranty/service period. Lenovo makes commercially reasonable efforts to maintain service parts for five years from product launch date.

A key fundamental component of product warranty is our Parts Depots. Support for Lenovo Think and System x products is made available through our industry leading parts inventory management system. This service support system includes automated dispatch, updated service technologies, preventive maintenance activities, and a parts distribution system.

Lenovo's parts stocking and distribution strategy is for parts to be readily available for delivery to a customer's location to meet the required levels of service for each machine type. Parts are stocked in Mechanicsburg, PA, for Think and System x products and in Grapevine, TX, for Idea products. Efforts are made to support these geographic areas at an availability level in excess of 80-85 percent of total requirements.

Regardless of warranty status, Lenovo will cross ship new or equivalent-to-new parts the same day they are ordered, provided order is placed before 3 p.m. (ET). For orders received after that time, Lenovo will ship the part out to meet the service response objectives. In many cases, Lenovo does not require receipt of the failed part before sending out a new part.

Support for third-party products and software is provided directly by the vendor of the product. The combination of an excellent parts inventory, service representative, and additional support structure for Lenovo-branded products will ensure that NCPA receives world-class service coverage.

Life Expectancy

Lenovo Think, notebook, desktop, servers, and workstation products as well System x server and storage products are highly durable and engineered for a four- to five-year lifecycle.

Returns

Lenovo's return policy for public sector customer is 30 days. When a return is needed due to dead-on-arrival (DOA) devices, damaged product, incorrect quantity, or incorrect product delivered, the claim has to be submitted to the appropriate Lenovo inside sales or customer service representative. After analysis and internal approvals, Lenovo will manage the collection of the product from the customer site. Lenovo will then refund the customer for the amount paid for the product that is returned.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

Products	Manufacturers
<input checked="" type="checkbox"/> Laptops / Notebooks / 2-in-1s	Lenovo and Durabook
<input checked="" type="checkbox"/> Tablets	Lenovo
<input checked="" type="checkbox"/> Desktop Computers	Lenovo
<input checked="" type="checkbox"/> Workstations – Fixed and Mobile	Lenovo
<input checked="" type="checkbox"/> Gaming Devices	Lenovo
<input checked="" type="checkbox"/> Chromebooks – Education and Enterprise	Lenovo
<input type="checkbox"/> Servers	
<input type="checkbox"/> High Performance Computing	
<input type="checkbox"/> Data Storage / Drives	
<input type="checkbox"/> Converged Infrastructure	
<input type="checkbox"/> Hyper Converged Infrastructure	
<input type="checkbox"/> Cloud Products	
<input checked="" type="checkbox"/> Software	Lenovo and third-party partners
<input checked="" type="checkbox"/> Security Solutions	Lenovo and third-party partners
<input checked="" type="checkbox"/> Data Protection HW / SW	Lenovo and third-party partners
<input type="checkbox"/> Networking	
<input checked="" type="checkbox"/> Internet of Things (IOT)	Lenovo and third-party partners
<input checked="" type="checkbox"/> Sensors & Edge Devices	Lenovo and third-party partners
<input checked="" type="checkbox"/> Printers & Accessories	Third-party partners
<input checked="" type="checkbox"/> Digital Imaging – Cameras / Scanner	Third-party partners
<input checked="" type="checkbox"/> Keyboard / Mice / Input Devices	Lenovo and third-party partners
<input checked="" type="checkbox"/> Memory / System Components	Lenovo and third-party partners

<input checked="" type="checkbox"/>	Displays / Large Format Displays / Interactive Flat Panels	Lenovo and third-party partners
<input checked="" type="checkbox"/>	Spare Parts	Lenovo
<input checked="" type="checkbox"/>	Accessories / Cables	Lenovo
<input checked="" type="checkbox"/>	Battery Back-up / Power / Surge Protectors	Third-party partners
<input checked="" type="checkbox"/>	Sound / Multimedia	Lenovo and third-party partners
<input checked="" type="checkbox"/>	Telecommunications Products	Motorola
<input checked="" type="checkbox"/>	Video – Monitors / Cards / Projector	Lenovo and third-party partners
<input type="checkbox"/>	Interactive Whiteboards	
<input checked="" type="checkbox"/>	Commercial-Off-the-Shelf (COTS) Software	Lenovo and third-party partners
<input checked="" type="checkbox"/>	Software-as-a-Service (SaaS)	Lenovo and third-party partners
<input type="checkbox"/>	Infrastructure-as-a-service (IaaS)	
<input type="checkbox"/>	Platform-as-a-Service (PaaS)	
<input checked="" type="checkbox"/>	Software Licensing and Maintenance Agreements	Lenovo and third-party partners
<input checked="" type="checkbox"/>	Subscription Based Software Licenses	Lenovo and third-party partners
<input checked="" type="checkbox"/>	Software Related Services	Lenovo and third-party partners

Lenovo manufactures a wide range of hardware to meet the entirety of the requirements for government and education customers. We offer various form factors of desktops, towers, small form factors and tiny, and in our notebooks as well, clamshell, 2-in-1 (Yoga), detachable and foldable. We also offer both AMD and Intel options throughout the portfolio. The list below is not exhaustive but represents our core hardware offerings.

Laptops

X Series – X1 Carbon, X1 Extreme, X1 Nano, X1 Yoga, X1

Titanium Yoga, X1 Fold 16, X13, X13s, and X13 Yoga

T Series – T14, T14s, T16, T15p, T15g

L Series – L13, L13 Yoga, L14, L15

E Series – E14, E15

C Series – C14

ThinkBook – 13s, 13x, 14, 14p, 15, 16, 16p

Legion

Mobile Thin Clients

Chromebooks – 10e, 11e, 14e, 14w, 100e, 300e, 500e



Laptop Workstations

P Series – P17, P14s, P15, P15s, P15v, P1

Desktops

M Series Tower – M90t, M80t, M70t, M75t
M Series Small Form Factor – M75s, M70s, M80s, M90s
M Series Tiny – M75q, M70q, M80q, M90q
M Series Nano – M75 IoT
M Series All in One – M90a, M70a
Tiny-in-One – TIO 22", TIO 24", TIO 27"
IoT Smart Edge, Nano IoT and EPC300
Legion, Legion Cube
Thin Client



Desktop Workstations

P Series – P360 Tower/Ultra/Tiny, P520, P520c, P620, P720, P920, P920 Rack

Tablets

X12 Detachable
Android – Tab M8 HD, Smart Tab M8 HD, Tab M10 FHD Plus, Smart Tab M10 FHD Plus w/Google, Smart Tab M10 FHD Plus w/Alexa, Yoga Smart Tab s10 w/Google, P11 Pro

Smartphones

Motorola has a 90-year history of innovation...from the first cellular phone to the first 5G device. As the #3 smartphone manufacturer in North America and a business group within the Lenovo corporate structure, Motorola has steadily grown by being the dominant consumer-centric smartphone manufacturer – solving consumer pain points through innovation to create unparalleled value. Motorola's portfolio consists of products that have the longest battery life, best cellular performance, enterprise grade security with ThinkShield for Mobile, and durability to protect the devices against everyday spills and splashes.

Motorola offers three product families to meet every need:

- **Moto G, "Designed for What Matters"** – This value family brings aspirational innovation at assessable price points. Premium features such as a stylus, triple cameras, and large displays are available with the Moto G portfolio.
- **Edge, "Expanding Possibilities"** – This innovative line is comprised of expert mobile craftsmanship that drives what's next with features such as Ready For, the fastest 5G, and the best in entertainment and imaging experiences. The Edge family is all about performance, style, and technology.
- **Razr, "Redefining Boundaries"** – The iconic Razr provides all the conveniences of a modern smartphone in the most compact foldable form factor – a design focused innovation. The Razr is a true industry disruptor and has the largest external display to easily access all your content.

Services

Services	Manufacturers
<input checked="" type="checkbox"/> Deployment & Installation	Lenovo
<input checked="" type="checkbox"/> Professional Services	Lenovo
<input checked="" type="checkbox"/> Consulting Services	Lenovo
<input checked="" type="checkbox"/> Security Services	Lenovo
<input checked="" type="checkbox"/> Business Continuity / Business Resiliency	Lenovo
<input checked="" type="checkbox"/> Disaster Recovery	Lenovo
<input checked="" type="checkbox"/> VMware Professional Services	Lenovo

☒	Microsoft Professional Services	Lenovo
☒	AWS Product and Services	Lenovo
☒	Application Services – End User	Lenovo
☒	Application Services – Data Center	Lenovo
☒	Residencies	Lenovo
☒	Managed Services – End User	Lenovo
☒	Managed Services – Data Center	Lenovo
☒	Education & Training	Lenovo
☒	Telecommunications	Lenovo
☒	Product Configurations	Lenovo
☒	Product Support	Lenovo
☒	Warranty	Lenovo
☒	Asset Lifecycle Management	Lenovo
☒	Asset Recovery	Lenovo

Lenovo Services has a wide array of offerings available to help organizations plan, manage, and support their Lenovo hardware. From initial strategic planning to configuration, deployment, security, and more – Lenovo has services and solutions to help companies embrace new workplace technologies.

Planning Services – Planning services include strategy, assessment, and personal consultation to define the “who, what, where, when, and why” for how an organization can integrate Lenovo solutions. Lenovo experts work closely with your team to carefully examine and plot out how services will be deployed across the organization’s technology footprint, and how Lenovo can help the organization achieve its business goals. Examples include:

- Lenovo Whiteboard Sessions
- Windows Transition Services

Configuration Services – Configuration services shift the expensive and labor-intensive deskside functions from in-house IT teams to highly skilled Lenovo technicians. These services make sure devices are ready for use when they arrive at your customer’s organization. Configuration services reduce operational costs, minimize downtime, and quickly get employees productive with their new PCs. Examples include:

- Custom Imaging Services – Includes Image Verification, Image Design/Build, Smart Image Services, Image Management, First-Boot Services, and Custom BIOS
- Ready-to-Provision (RTP) Services – Includes RTP Release Control and RTP Plus
- Asset Tagging
- Laser Etching
- Custom Carton Labels
- Microsoft Autopilot Registration
- Drop-in-the-Box documentation

Deployment Services – When devices arrive at your location, there are many complex and time-consuming tasks for IT to perform for employees to actually begin using their new PCs with the apps and security the company requires. Lenovo’s Deployment Services shift this burden from internal IT teams to Lenovo technicians. Examples include:

- Chrome OS Zero-Touch Enrollment
- Custom Fulfillment Services
- Advanced Deployment Services

- Lenovo Cloud Provisioning and Recovery
- Modern IT Kits

Support and Protection Services – Lenovo’s rich portfolio of support and protection services give customers the technical support, backup, and repair services needed to keep devices performing at peak efficiency. This includes Lenovo ThinkShield for critical device security and protection from cybersecurity threats. Other examples include:

- Warranty Extensions and Upgrades
 - Accidental Damage Protection
 - Sealed Battery Warranty
 - Keep-Your-Drive Service
- Depot or Onsite Support Services
- Premier Support
- Legion Ultimate Support
- Services Engagement Management
- ThinkShield security solutions
- Lenovo Device Intelligence Plus

Managed Services – Lenovo Managed Services offer other valuable services for IT teams and a portfolio of Lenovo-developed and partner-developed software solutions, including on-site help desks, compliance monitoring and management, and inventory control. Other examples include:

- Lenovo Project Management Office – Includes help desk augmentation/integration and desktop deployment services
- Lenovo Solution Café, Smart Kiosk, Smart Vending, and Smart Lockers
- Advanced Exchange Services
- Staff Augmentation
- Lenovo Device-as-a-Service (DaaS)

Asset Recovery Services – Lenovo offers solutions for the environmentally friendly disposal of units while maximizing residual value and ensuring data security and environmental compliance. Examples include:

- CO₂ Offset
- Asset Recycling
- Value Recovery
- Lenovo Genuine Parts

Financial Services Offerings

Financial Services Offerings	Manufacturers
<input checked="" type="checkbox"/> Infrastructure-as-a-Service (IaaS)	Lenovo
<input checked="" type="checkbox"/> Leasing for Public and Private/Commercial Entities with schedules included for:	Lenovo
<input checked="" type="checkbox"/> • Fair Market Value Lease	Lenovo
<input checked="" type="checkbox"/> • Purchase Option Lease	Lenovo
<input checked="" type="checkbox"/> • Tax Exempt Lease Purchase Lease	Lenovo
<input checked="" type="checkbox"/> • Flex Lease Purchase	Lenovo
<input checked="" type="checkbox"/> • PC-as-a-Service	Lenovo

<input checked="" type="checkbox"/>	• Software Schedule	Lenovo
<input checked="" type="checkbox"/>	Deferred Payments (Direct and Indirect Financing)	Lenovo
<input checked="" type="checkbox"/>	Payment Agreements	Lenovo
<input checked="" type="checkbox"/>	Usage Agreements	Lenovo

Lenovo offers a complete portfolio of IT solutions under our new TruScale “as-a-Service” umbrella. Lenovo TruScale Services simplify and optimize everything from hardware, software, and licensing to support and management, with one contract and one point of contact. TruScale consists of two primary building blocks – Infrastructure-as-a-Service and Device-as-a-Service; however, the entire Lenovo portfolio is available as-a-service from a single vendor.

In addition, Lenovo Financial Services or LFS (www.lenovo.com/us/en/outletus/landingpage/lenovo-financial-services/) reinforces Lenovo’s commitment to deliver pioneering products and services recognized for their quality, excellence, and trustworthiness. We offer financing solutions and services that compliment your technology solution anywhere in the world.

LFS is uniquely qualified to support and manage opportunities with customized and integrated processes. Additional benefits you may enjoy when financing with LFS include:

- **Ability to Bundle Costs** – LFS offers the option to finance your entire IT solution including hardware, software, and business partner services into a single transaction and invoice.
- **Total Life-Cycle Management** – We offer life-cycle management of your technology assets from acquisition to disposition allowing your organization to always have the most current technology at the lowest cost.
- **Protection Against Advancing Technology** – Financing through LFS allows you to deploy the latest technological advances with minimal financial impact or risk. Depending upon the lease structure selected, you can add-on or upgrade during the term of the contract, or you can choose to return, extend, or purchase the assets at the end of the contract.
- **Lower Upfront Costs** – Financing 100% of your purchase reduces deployment costs, providing your organization with an ability to acquire the IT assets you need today without impacting cash flow. In addition to preserving working capital and keeping credit lines intact, using an LFS procurement solution allows a quicker ROI.

Finally, customers with large transactions (i.e., hundreds or thousands of assets) will benefit from LFS’ Premier Client Services. Each large account is assigned a servicing representative as a single point of contact for the lifetime of the relationship.

Tab 8 – Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Commitment to Public Sector

Lenovo's commitment to the public sector runs deep. Currently, Lenovo is supporting public sector customers in every state in the United States, with more than 1,700 government solution contracts. Lenovo is on the U.S. General Services Administration (GSA) Multiple Award Schedule (MAS) and has been a tested and proven supplier to federal, state, and local agencies across the country.

We have invested in dedicated account teams focused on federal, state, and local government as well as teams that specialize in K-12 education and higher education. In addition, we have created a dedicated center of excellence (COE) for contracts and procurement to ensure a smooth working relationship with our public sector customers. Also, the COE team can help customers navigate national and state purchasing contracts, ensuring they remain compliant with local mandates.

Lenovo's long history of delivering quality products has made us the world's #1 PC and tablet maker. We deliver unprecedented reliability and unbeatable mobility to over 900 state and local agencies across the US. Additionally, over 22 military and civilian federal agencies choose Lenovo to modernize their mission. Lenovo is a trusted provider to various federal agencies, including the Department of Defense, Department of Veterans Affairs, and the Department of Energy.

We share your commitment to end-to-end security, as evidenced in our TAA-compliant products and supply chain. Additionally, we incorporate NIST and TCG standards as well as TPM 2.0 and secure BIOS firmware for peace of mind. The result is trustworthy technology to drive the most critical government agency functions.

White Glove Services (Primarily for Education)

Effortlessly migrate and integrate new Chromebooks PCs. Lenovo's "white glove" service comprises of planning, setup, and end-to-end management of custom rollouts and deployments, reducing cost and time to deploy. Pre-enrolled and activated in the Google console, new PCs integrate seamlessly into the organization's existing environment, right out of the box. A Lenovo Services project manager works with the customer and service delivery teams to develop a jointly agreed to schedule of services, which likely will include the following tasks.

1. Receive system units and stage the equipment in a climate-controlled warehouse.
2. Unbox all systems and thoroughly inspect for any physical damages or blemishes.
3. Identify any system issues or DOA devices to Lenovo and/or customer.
4. Update the Chrome OS to the latest version.
5. Enroll the Chrome OS devices into customer's Google Apps domain using an enrollment account that does not require admin privileges.
6. Perform wireless network configuration for customer's network.
7. Repackage all equipment and then deliver to the final customer location based on the required and established schedule.

White glove services for Windows devices are also available upon request.

Services to Solidify Security in our Supply Chain

As the technology to serve remote workers is growing more sophisticated, so are the techniques to exploit it. Vulnerabilities in the supply chain can create opportunities for criminals to tamper with PCs, removing or replacing components and causing anything from device malfunctions to stolen or lost data. In this evolving threat landscape, Lenovo has partnered with Intel to provide **Trusted Device Setup Services** and **Transparent Supply Chain Services** to keep customers protected by sealing software at the point of manufacturing and bringing Lenovo security into the transport and delivery cycle. The Transparent Supply Chain Service expands device protection into transport and delivery, minimizing the risk of PC tampering throughout the supply chain. The Trusted Device Setup Service minimizes the risk of preload tampering (in transport or at the partner site). Trusted Device Setup takes place in the factory, whereas Transparent Supply Chain encompasses transportation. Together, these two services create a secure chain of ownership, enabling security from manufacturing through delivery.

Sustainability Services All Around

Lenovo strives to not only make great products but also offer services related to those products that make our customers' decisions easier and better for the community. End-of-life services such as **Asset Recovery Services** give customers the peace of mind that their devices are recycled properly with certified data wiped drives and the ability to reclaim any residual value the device may hold. Along with our sustainability approach, we also offer **CO₂ Offset Services** that will cover emissions not only during the manufacturing of the device but throughout the life of the device as well.

Lenovo Whiteboard Sessions

Lenovo works with customers to coordinate a whiteboard session led by a Lenovo Services technical specialist with the support of Lenovo's Transition Services Team and the Image Technology Center. The session is designed to **dive deep into a customer's current PC lifecycle process with a full, end-to-end review of internal process flows and associated challenges, gaps, and goals**. The intent of the deep-dive session is to understand an individual organization's business objectives and how those impact future deployment solution needs. Lenovo's whiteboard session summary provides a recommended future PC deployment solution based on an organization's unique capabilities and infrastructure, along with Lenovo's innovative configuration services, automation and cloud capabilities, and industry best practices.

The Lenovo Services team documents a customer's current and recommends future process workflows along with the benefits. A whiteboard session allows different parts of a customer's organization to collaborate, learn about best practice solutions other customers are using, and discuss how those best practices can be used to create efficiencies in their own process. Creating and documenting this process reduces costs across the deployment, including an 80% reduction in deployment time, and transitions the customer to a user self-serve deployment process allowing their team to focus on other projects.

After the session, Lenovo will provide a customized solution report that maps out the organization's current imaging processes and deployment workflow, and also recommends deployment services to support an improved, highly efficient workflow leveraging automation with associated cost assumptions.

ThinkShield Security

ThinkShield is a custom solution that secures an organization's most critical data and business technologies with comprehensive, end-to-end protection. From the moment we envision a new platform, we incorporate a security-by-design approach into the R&D process that extends to our supply chain to deliver on our vision of platform security.

Lenovo ThinkShield solutions seamlessly integrate with our industry-leading Lenovo devices to improve user experience and operational efficacy while helping to minimize overall IT cost. With the rapid digital

transformation of the workplace, ThinkShield keeps customers protected from the evolving threat landscape with advanced, next-gen security capabilities so that your risks and response times are reduced.

Our holistic approach to security starts with our platform security. Built-in ThinkShield security solutions come standard on Lenovo's industry-leading Think-branded devices. These include such features as our self-healing bios or the Trusted Supplier program, a rigorous vetting process to ensure every supplier meets the highest standards of trust.

Access to Testing and Demo Equipment

Upon request, Lenovo will provide demo equipment for testing purposes that meet the needs of the organization. Also, Lenovo offers customers the opportunity to buy the demo equipment or return it to Lenovo when testing is complete.

Tab 9 – Required Documents

Federal Funds Certifications

The following clauses are deemed by Lenovo to not be applicable:

- *(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*
 - *Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions*
 - *Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.*
- *(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
 - *Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of*

the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

- *(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.*

• Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

Lenovo takes exception to the following certification as Lenovo does not provide a blanket compliance statement as it relates to this provision. Requests to expressly state compliance with this provision shall be considered on a case-by-case basis.

- ***CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**
To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.*

Clean Air and Water Act & Debarment Notice

To the best of our knowledge and belief, Lenovo concurs.

Contractors Requirements

Lenovo concurs.

Required Clauses for Federal Assistance by FTA

The entire “Require Clauses for Federal Assistance Provided by FTA” section is deemed by Lenovo to not be applicable.

Federal Required Signatures

Please refer to page 48 for Lenovo’s completed Federal Required Signatures form.

Antitrust Certification Statements Texas Government Code § 2155.005

Please refer to page 49 for Lenovo’s completed Antitrust Certification Statements Texas Government Code form.

State Notice Addendum

Lenovo concurs.

Federal Required Signatures


Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.*

***Note:** Lenovo certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above with the exceptions noted regarding clauses that do not apply to Lenovo and the Lenovo statement pertaining to the Buy America Provisions.

Lenovo (United States) Inc. _____
Offeror

8001 Development Drive _____
Address

Morrisville, NC 27560 _____
City State Zip

 _____
Authorized Signature

November 17, 2022 _____
Date

Antitrust Certification Statements Texas Government Code § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;*
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;*
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and*
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.*

Lenovo (United States) Inc.
Company Name

8001 Development Drive
Address

Morrisville, NC 27560
City State Zip

855-253-6686
Telephone Number

n/a
Fax Number

destridge@lenovo.com
Email Address

Darren Estridge
Printed Name

Executive Director
Title


Authorized Signature

Appendix A: Lenovo Customer Agreement

This appendix includes a copy of the Lenovo Customer Agreement as referenced in our responses within Tab 1 and Tab 2.



Lenovo Customer Agreement

"Personal Computer"

Parties

This Lenovo Customer Agreement (this "**Agreement**") is made by and between:

1. National Cooperative Purchasing Alliance ("**Customer**") with an office at PO Box 701273, Houston, TX 77270, and
2. Lenovo (United States) Inc. ("**Lenovo**") with an office at 8001 Development Dr., Morrisville, NC 27560.

Customer and Lenovo may be referred to collectively as the "**Parties**" and each individually as a "**Party**".

Agreement Structure

The following documents are incorporated into and form part of this Agreement:

Attachment A: General Terms

Attachment B: Pricing, Products, Services Descriptions and Contact Details

Attachment C: Warranty Service Information ("Personal Computer")

This Agreement applies to all Products and Services ordered by Customer in accordance with its terms and conditions. Each Party accepts the terms of this Agreement by signing either by hand or, where permitted by law, electronically. Any reproduction of this Agreement, an Attachment or a Transaction Document made by reliable means, such as PDF using email, shall be considered an original. The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. After signing, please return a copy of this Agreement to the Lenovo address shown above.

Accepted and agreed for and on behalf of:

National Cooperative Purchasing Alliance

by: _____
Authorized signature

Signatory Name:
(type or print)

Signatory Title:

Signature Date:

Accepted and agreed for and on behalf of:

Lenovo (United States), Inc.

by: _____
Authorized signature

Signatory Name:
(type or print)

Signatory Title:

Signature Date:

Lenovo Customer Agreement

ATTACHMENT A General Terms

1 Definitions

In this Agreement, in addition to the various terms defined elsewhere in this Agreement, the following terms shall be interpreted as follows:

- 1.1 **"Affiliate"** means, with respect to any party, any entity that, during the Term, directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of this definition, **"controls"** **"controlled by,"** and **"under common control with"** mean (i) the ownership, direct or indirect, of (a) more than fifty percent (>50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (b) more than fifty percent (>50%) or such other controlling interest (as determined by applicable law) in the equity interests of any other type of legal entity (whether in the form of stock or otherwise), or (ii) status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity.
- 1.2 **"Enterprise"** means a Party, and any entity that is controlled by, controls, or is under common control or ownership with such Party, including its sister companies, parent, Affiliates or subsidiaries.
- 1.3 **"Hardware Product"** means a physical programmable electronic Lenovo-branded or Third Party-branded device designed to process data and perform logic operations, as well as any related device and may include, without limitation, a personal computer, a server, a storage device, and any related accessory and device.
- 1.4 **"Lenovo Partners"** means Lenovo and its Affiliates, and their subcontractors, assignees, relevant service providers, distributors and resellers.
- 1.5 **"Machine"** means a Lenovo-branded Hardware Product (to be identified by a "Machine Type"), as well as its features, conversions or upgrades.
- 1.6 **"Machine Code"** means all code provided for a Machine (including, without limitation, a Machine's firmware and microcode), excluding code that is licensed under a license agreement other than the terms of this Agreement governing the use of Machine Code. The term "Machine Code" specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code. The licensing of Machine Code is described in *Section 8 "Licenses for Machine Code"* of this *Attachment A "General Terms"* below.
- 1.7 **"Materials"** means literary works or other works of authorship, such as Programs and code, documentation, reports, and similar works that Lenovo may deliver to Customer as part of a Service, but excluding Programs, Machine Code, and other items available under their own license terms or agreements.
- 1.8 **"Price"** means, as applicable, the price payable for a Product or the charge payable for a Service.
- 1.9 **"Product"** means any Hardware Product or Program that Lenovo makes available for purchase by Customer under this Agreement.
- 1.10 **"Program"** means any Lenovo-branded or Third Party software, whether in object code or source code form, and whether pre-loaded or provided separately, which is licensed to Customer under a separate license agreement. The term "Program" also includes related licensed materials, such as documentation, but always excludes Machine Code.
- 1.11 **"Service"** means the performance of a task, the provision of advice or assistance, or access to a resource such as an information data base that Lenovo makes available to Customer under this Agreement. Unless otherwise agreed hereafter, terms and conditions relating to additional Services other than any warranty services shall be agreed subsequently and set forth in a separate Transaction Document.
- 1.12 **"Third Party"** means any legal entity or individual person which or who is not subject to the terms and conditions of this Agreement, and hence neither a Party nor an Affiliate of a Party.

Lenovo Customer Agreement

- 1.13 **"Transaction Document"** means, strictly subject to *Section 18.2* of this *Attachment A "General Terms"*, a separate subsequent document accepted by the Parties referencing this Agreement and which contains specific details and terms related to an individual transaction, such as a purchase order, service transaction, statement of work, supplement, product catalog, schedule, invoice, exhibit, change authorization, amendment or addendum and any applicable annex. One or more Transaction Documents may be associated with a single transaction. Each transaction under this Agreement constitutes a separate agreement, and is independent from other such transactions.

2 Orders, Acceptance and Delivery

- 2.1 Customer may place one or more orders, subject to acceptance by Lenovo, for any of the Products and Services agreed between the Parties under this Agreement, in particular as agreed in a Transaction Document or in an Attachment. Unless agreed otherwise, Customer accepts the terms in Transaction Documents by: (i) signing the relevant Transaction Document, by hand, or electronically or otherwise manifesting assent thereto; (ii) using the Product or Service, or allowing others to do so; or (iii) making any payment for a Product or Service.
- 2.2 Unless agreed otherwise by Lenovo, acceptance by Lenovo of any such order shall be subject to: (i) proof of Customer's creditworthiness satisfactory to Lenovo; or (ii) Lenovo's receipt of a payment guarantee from either Customer or another acceptable guarantor, in a form acceptable to Lenovo.
- 2.3 A Product or Service becomes subject to this Agreement when Lenovo accepts Customer's order by: (i) signing a Transaction Document; (ii) sending Customer written acceptance of the order or billing Customer for the same; (iii) shipping the Product; or (iv) otherwise making the Product or Service available to Customer. Confirmation of Lenovo's receipt of a Customer order does not constitute Lenovo's acceptance of that Customer order.
- 2.4 Any Transaction Document will require written signature of both Parties, if requested by either Party.
- 2.5 Delivery dates and shipping dates are estimates, unless otherwise specifically agreed by Lenovo in a Transaction Document.
- 2.6 For any Program that Lenovo provides to Customer in tangible form, Lenovo fulfils its shipping and delivery obligations upon the delivery of the Program to the Lenovo-designated carrier, unless otherwise agreed to in writing by Customer and Lenovo.

3 Prices, Payment and Taxes

- 3.1 Prices and related costs for Products and Services shall be as set forth in *Attachment B "Pricing, Products, Services Descriptions and Contact Details"*, or as otherwise agreed by the Parties in a Transaction Document. No other discounts, quantity entitlements, or promotions apply unless expressly agreed in writing by Lenovo.
- 3.2 If not paid in advance of shipment or performance, all amounts due to Lenovo on Services and Products are due upon receipt and not later than thirty (30) days of Lenovo's invoice issuance date. Any amounts not received by Lenovo within thirty (30) days of the invoice's issuance date shall be overdue. In the event payment is not received by Lenovo on or before the 30th day after the date of the invoice, then Lenovo may, in addition to any other remedies available at equity or in law, at its option, elect to do any one or more of the following: (i) charge interest on the outstanding sum from the due date (both before and after any judgment) at 1.5% per month until paid in full (or, if less, the maximum amount permitted by applicable laws); (ii) suspend any further performance hereunder until such invoice is paid in full; (iii) terminate this Agreement; and/or sell any undelivered Products in the open market, in which event, Customer agrees to: (a) be liable for any difference between the resale price obtained by Lenovo and the price thereof, as well as for costs and expenses incurred by Lenovo in connection with such resale, and interest as provided herein; and (b) immediately pay such difference to Lenovo upon demand. If Customer fails to take delivery of any Product on any scheduled delivery date, Lenovo shall store such Product as Customer's agent, and Customer shall be invoiced on the 1st day of each month following such scheduled delivery for reasonable administration and storage costs. Customer shall not have any right to offset any obligation of Lenovo to Customer against any obligation of Customer to Lenovo.

Lenovo Customer Agreement

- 3.3 Each and every delivery of Products is separate, and Customer agrees not to withhold payment on any one delivery, including, without limitation, a partial delivery, because of a controversy relating to any other delivery or to any undelivered Products. In the event of delivery by installments, whether by prior agreement of the Parties or otherwise, delivery of one or more such installments shall not relieve Customer of its obligation to accept and pay for remaining installments.
- 3.4 Customer shall pay any applicable sales, use or similar taxes, fees or duties on Services and Products, unless Customer provides exemption documentation to Lenovo. Customer becomes responsible for taxes on (i) Hardware Products and Programs pre-loaded on Hardware Products from the date Lenovo has delivered them to the Lenovo-designated carrier for shipment to Customer, (ii) Programs from the date Lenovo has made them available or accessible to Customer, and (iii) Services from the date on which the Services are provided by Lenovo. Lenovo shall be solely responsible for paying all taxes on Lenovo's net or gross income.

4 Title and Risk

- 4.1 When Customer orders any Hardware Product, Lenovo transfers title to Customer upon delivery of the Hardware Product at the Lenovo-designated carrier for shipment to Customer. Lenovo does not transfer title to any Program, which Program is solely licensed in accordance with its applicable terms and not sold.
- 4.2 For each Hardware Product supplied by it, Lenovo bears the risk of loss or damage up to the time it is delivered to the Lenovo-designated carrier for shipment to Customer. At no cost to Customer, each Hardware Product supplied by Lenovo will be covered by insurance, arranged, managed and paid for by Lenovo or one of its Affiliates for Customer, covering the period until the Hardware Product is delivered to Customer. For the avoidance of doubt, pursuant to *Attachment B "Pricing, Products, Services Descriptions and Contact Details"* Lenovo will bear freight and duty charges incurred in importing Hardware Products and delivering them to Customer, unless otherwise specifically agreed by Lenovo in a Transaction Document.

5 Warranties

- 5.1 **Warranties for Lenovo Hardware Products:** Lenovo warrants that each Lenovo-branded Hardware Product supplied under this Agreement is free from defects in materials and workmanship under normal use during the applicable warranty period. Unless Lenovo specifies otherwise, Lenovo's warranties for any Lenovo Hardware Product apply only in the country where it was acquired. Unless otherwise specified in a Transaction Document, the warranty period shall commence on the invoice's issuance date. During the warranty period, Lenovo shall provide repair and exchange service for the Lenovo Hardware Product, without charge, under the type of warranty service designated by Lenovo for the Hardware Product. If a defect in materials or workmanship is discovered during the warranty period and Lenovo is unable either: (i) to repair the Lenovo Hardware Product; or (ii) to replace it with one that is at least functionally equivalent, Customer may return the Lenovo Hardware Product to Lenovo for a pro-rated refund. Lenovo may change components or parts of a Lenovo Hardware Product without notice, provided that the substituted components or parts provide equal or better performance. Any such change shall be at no additional cost to Customer, and will not change Customer's rights under the warranty applicable to the Lenovo Hardware Product.
- 5.2 **Warranty for Third Party Hardware Products:** Lenovo offers no warranty in respect of Third Party Products under this Agreement. Where the supplier or producer of any Third Party Product offers its own warranty, and to the extent that Lenovo is free to do so, Lenovo will upon request endeavor to transfer associated warranty service and other rights to Customer, subject always to the applicable Third Party's terms and conditions.
- 5.3 **Warranty for Services:** Lenovo warrants that it will perform each Service using reasonable care and skill and according to its current description, including any completion criteria, contained in this Agreement or a relevant Attachment or Transaction Document. Customer shall provide timely written notice to Lenovo of any failure to comply with this warranty not later than thirty (30) days after completion of the Service at issue identifying the failure with reasonable particularity, in order that Lenovo may take corrective action as specified in the following sentence. Lenovo will either correct the failure or provide a credit of the charges paid to Lenovo for the defective portion of the Services. Such corrective action shall be Customer's sole remedy for a breach of this *Section 5.3 "Warranty for Services"*.
- 5.4 **Warranty for Programs:** Lenovo does not offer any warranty in respect of Programs under this Agreement. See *Section 6 "Programs"* of this *Attachment A "General Terms"* for where to locate warranty terms for Programs, if any.

Lenovo Customer Agreement

5.5 **Specific Exclusions:** The warranties in this *Section 5 "Warranties"* are made to and for the benefit solely of the specific buyer under this Agreement and are non-transferable. The warranties stated in this *Section 5 "Warranties"* shall not apply to any Lenovo Hardware Product: (i) that: (a) has been subjected to misuse, accident, unauthorized modification, improper installation, damage or mishandling, or rendered inoperable due to willful or negligent acts or omissions; (b) has been operated in an unsuitable physical or operating environment or contrary to the applicable documentation published by Lenovo; (c) has been subjected to natural disasters, power surges or discharge, or unauthorized maintenance; or (d) is incapable of being tested by Lenovo under its normal test conditions; or (ii) that is sold for beta, evaluation, testing or demonstration purposes. Lenovo shall not be liable under this *Section 5 "Warranties"* for claims arising from Customer's, its Affiliates' or their subcontractors', or any unauthorized Third Party's misuse, neglect, improper installation or testing, attempts to repair, or any other cause beyond the range of the intended use of the Lenovo Hardware Product. The Lenovo Hardware Product warranty will become void if a Hardware Product component is installed as an add-on to or replacement for the original Lenovo Hardware Product, without Lenovo's prior written approval. Unless otherwise agreed or mandated by statute, such warranties shall not apply to: (1) any Third Party Hardware Product, including those that Lenovo may provide or integrate into a Lenovo Hardware Product at Customer's request; or (2) any Program, whether provided with a Lenovo Hardware Product or installed subsequently. The warranties stated in this *Section 5 "Warranties"* also: (x) do not include any technical support, such as assistance with "how-to" questions and those regarding Lenovo Hardware Product set-up and installation; and (y) shall be voided by the removal or alteration of identification labels on a Lenovo Hardware Product or its parts. In no event shall the warranties stated in this *Section 5 "Warranties"* include any Lenovo responsibility for: (A) uninterrupted or error-free operation of any Product; (B) correction of any or all program or Program code defects; or (C) any loss of, or damage to, data caused by a Product.

5.6 **General Exclusions:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH UNDER THIS *SECTION 5 "WARRANTIES"* ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHICH LENOVO HEREBY EXPRESSLY DISCLAIMS. UNLESS OTHERWISE EXPRESSLY SPECIFIED, ALL SOFTWARE, MACHINE CODE, PROGRAMS, SERVICES, SUPPORT AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, AND LENOVO MAKES NO WARRANTY THAT ANY PRODUCT WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THIRD PARTY MANUFACTURERS, SUPPLIERS, DEVELOPERS, SERVICE PROVIDERS, LICENSORS OR PUBLISHERS MAY SEPARATELY PROVIDE THEIR OWN WARRANTIES TO CUSTOMER.

6 Programs

Unless otherwise agreed in this Agreement, all terms and conditions for any Program purchased under this Agreement, whether Lenovo or Third Party branded, including but not limited to warranty terms, liability and the use of such Program will solely be governed by its own specific Lenovo or Third Party license terms, as separately provided to or agreed by Customer, as the case may be, before its actual use. In case, but to the extent only, of any conflict between any of the terms and conditions of this Agreement and those of the license agreement for any such Program, the latter will prevail solely as regards the Program.

7 Specified Image

7.1 The Parties may agree that Lenovo will install a specific "system image" consisting of a specified set of Customer-selected Programs and modules (a "**Specified Image**") requested and provided by Customer onto a Lenovo Hardware Product supplied under this Agreement.

7.2 Unless specifically agreed otherwise in writing: (a) Lenovo will act as Customer's agent when installing Specified Images; (b) Lenovo's warranty and other Hardware Product-related obligations, including without limitation regarding technical performance, interoperability and Third Party rights compliance, shall be limited to Lenovo Hardware Products in their unmodified state; and (c) Lenovo shall only be liable to provide Hardware Product warranty service to Customer for any Lenovo Hardware Product on which a Specified Image is installed to the extent that the fault reported by Customer can be recreated on the Hardware Product in its standard, unmodified state. Any faults should be reported to Lenovo in writing by Customer not later than ninety (90) days following delivery of the Lenovo Hardware Product to Lenovo's designated carrier, or the faults will be considered waived.

Lenovo Customer Agreement

8 Licenses for Machine Code

Customer acknowledges that each Machine contains Machine Code. Regardless of the source from which Customer acquires a Machine, the Machine Code shall be subject to the terms of the license agreement included with the relevant Machine. Customer's use of Machine Code on a Machine is governed by the terms of the applicable Lenovo License Agreement which is available on or through Lenovo's support website at <https://support.lenovo.com/>, or otherwise will be provided upon request.

9 Confidentiality

- 9.1 Any non-public information which is received under this Agreement by one Party from the other and which is clearly marked as "confidential" ("**Confidential Information**") shall be (i) maintained in confidence during the term of this Agreement and for two (2) years following termination or expiration of this Agreement (or, if it is Confidential Information additionally marked as and comprising a "trade secret," for so long as it remains a trade secret under applicable law), (ii) used only for the purpose of fulfillment of the receiving Party's obligations under this Agreement, and (iii) protected during such periods against unauthorized disclosure by the receiving Party, except for the following permitted disclosures: (a) disclosure to the receiving Party's Affiliates, employees and contractors with a business "need to know" for the exercise of the receiving Party's rights or fulfillment of its obligations under this Agreement, provided that such further recipients are also obligated by the receiving Party to protect the Confidential Information to the same extent as the receiving Party under this *Section 9 "Confidentiality"* and (b) disclosure with the prior written consent of the disclosing Party. Further, the receiving Party is permitted to disclose any protected Confidential Information of the disclosing Party, to the extent required by law, on condition that in any such case the receiving Party promptly notifies the discloser (to the extent not prohibited by applicable law), to allow the disclosing Party a reasonable opportunity to seek a protective order. Confidential Information is provided with no warranty, and without liability as to its accuracy or completeness. Confidential Information disclosed to a third party, notwithstanding a valid consent provided under this Agreement or in the event of an unauthorized disclosure, remains Confidential Information under this *Section 9 "Confidentiality"*. The terms of this Agreement are the Confidential Information of Lenovo.
- 9.2 Information shall not be considered "Confidential Information" under this *Section 9 "Confidentiality"*, and the receiving Party is free to disclose it, if: (i) the information was already in the recipient's possession without obligation of confidentiality at the time of its receipt from the receiving Party; (ii) the information was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party; (iii) the information was obtained from a third party without obligation of confidentiality to the disclosing Party; (iv) the information was or becomes publicly available through no breach of this Agreement by the receiving Party or its Affiliates, employees and contractors; or (v) the disclosing Party reveals the information to a third party without imposing an obligation of confidentiality on the third party.
- 9.3 The terms of this *Section 9 "Confidentiality"* supersede and replace the terms of any confidentiality or non-disclosure agreement entered into by and between the Parties prior to the Effective Date (an "**NDA**"), provided however that any such NDA shall remain effective in accordance with its terms with respect to any confidential information disclosed under it by the Parties prior to the Effective Date.

10 Personal Information

- 10.1 Lenovo will collect, access, retain and, as appropriate, share (collectively "**Process**") the names and contact information of Customer, as well as machine types and serial numbers of the Products sold to Customer (collectively "**Personal Information**"). This Personal Information will be Processed by Lenovo in order to perform the obligations of this Agreement, including contractual warranties.
- 10.2 Lenovo will Process Personal Information of Customer consistent with its general website and product privacy statements available at <https://www.lenovo.com/us/en/privacy/> and/or, as applicable, privacy statements designed for a specific Lenovo Product or Service.
- 10.3 To perform its obligations pursuant to this Agreement in relation to the Products and Services, Lenovo may transfer Personal Information (i) from any country to any other country in the world where Lenovo and its Enterprise operate, and (ii) to Lenovo's Enterprise and Lenovo Service Providers acting on Lenovo's behalf in relation to this Agreement and/or the Products or Services.

Lenovo Customer Agreement

- 10.4 Lenovo and Customer will comply with all data privacy or data protection laws applicable to their Processing of Personal Information pursuant to this Agreement.
- 10.5 Lenovo and Customer will have appropriate technical and organizational security measures in place to protect Personal Information from unauthorized access, use, or release.
- 10.6 If Customer accesses any Personal Information directly from a Lenovo order visibility platform or other data system, Customer (i) shall have in place appropriate administrative, physical, and technical controls to address threats to the confidentiality and security of Lenovo's platform or data system and associated information and (ii) shall not transfer across international borders any Personal Information it receives from Lenovo without Lenovo's express prior written consent.
- 10.7 Lenovo and Customer agree to cooperate as needed to address any actual or suspected Personal Information incident that may occur within the scope of this Agreement, including actual or suspected breaches of Personal Information, and to take any necessary steps to investigate, address, remediate and/or mitigate such incidents.
- 10.8 Furthermore, Lenovo and Customer agree to appropriately respond to any individual's requests to review, correct, amend or delete his or her Personal Information Processed within the scope of this Agreement.

11 Additional Customer Responsibilities

- 11.1 As may be reasonably required by Lenovo, Customer shall provide Lenovo with sufficient and safe access (including remote access authorized by Customer) to Customer's facilities, systems, information, personnel, and resources, all at no charge to Lenovo. Lenovo shall not be responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.
- 11.2 If Customer is making any facilities, software, hardware or other resources available to Lenovo in connection with this Agreement: (i) Customer shall obtain any Third Party approvals, consents, licenses or permissions related to these resources that may be necessary for Lenovo, or its Affiliates, and/or Lenovo Partners to perform the Services; (ii) Lenovo shall be relieved of any obligation that is adversely affected by Customer's failure promptly to obtain any of the foregoing; and (iii) Customer shall reimburse Lenovo for any costs and other amounts that Lenovo may incur related to Customer's failure to obtain any of the foregoing.
- 11.3 Customer will at all times remain responsible for: (i) the implementation and management of its own data backup and recovery arrangements for any data stored on Customer's Hardware Products.
- 11.4 Unless otherwise agreed in an Attachment or a Transaction Document, Customer is responsible for: (i) any data, and the content of any database stored on the Hardware Products or that it makes available to Lenovo in connection with this Agreement; and (ii) the selection and implementation of procedures and controls regarding access to its data, and the security, encryption, protection from unauthorized use, and transmission of data. Lenovo's responsibilities regarding any such data or database, including any obligations related to data subjects' rights or the confidentiality and security of the data, will be governed by the specific Transaction Document applicable to the particular Service transactions, which are subject to the provision of *Section 17 "Limitation of Liability"* of this *Attachment A "General Terms"* and other terms and conditions of this Agreement.

12 Returns

If for any reason, whether based on applicable law or on a specific contractual provision under this Agreement, Customer is entitled to return a Hardware Product to Lenovo, Customer is responsible, before returning the Hardware Product for: (i) resetting the system to its original factory settings as provided by Lenovo to Customer; (ii) ensuring that such Hardware Product is entirely free of any Customer or Third Party security interest or deposit; and (iii) securely erasing any Customer or Third Party personal and other data stored on the Hardware Product. If Customer fails to do so, Lenovo shall be entitled to erase all such stored data. Lenovo is not responsible to maintain any program or other data stored in or on any returned Hardware Product and shall not be liable for any such data. Lenovo may operate disposal procedures according to Lenovo defined processes and in accordance with applicable laws. In any event, Customer shall not return any Hardware Products to Lenovo unless Customer has obtained a returned goods authorization from Lenovo for the applicable Hardware Products, and otherwise complies with the return policy of Lenovo then in effect.

Lenovo Customer Agreement

Customer may return a new, standard Product that is still in its sealed, unopened package, to Lenovo for any reason within twenty-one (21) days of the date of invoice for a refund or credit. Customers may only return the entire Product or all such Products for a refund or credit. Partial refunds or credits for Products that are not standard; or Products configured to Customer's requirements, including installation of software Product options; or quantities of Products that are not separately priced, are not available to Customers. In order to receive a credit or refund, Customer must contact its Lenovo Customer Support Representative to obtain a return-authorization form. Customer must return the new Product, including all documentation and accessories, intact and in its unopened original packaging to the location and by the date specified by Lenovo. A copy of the invoice, the return-authorization form, and the shipping label must accompany the returned Product. Shipping and handling charges will not be refunded or credited to Customer. Products returned without a Lenovo return-authorization form, or returned after the date specified by Lenovo, may be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid.

Customer agrees to pay the restocking fee if charged by Lenovo. A refund or credit is not available for the return of Products which are not generally available to customers and for which Lenovo created a unique machine type model (MTM) or a part number. Returns of Products shipped as a result of a Lenovo error will be accepted by Lenovo. Lenovo will initiate a return of such Products with appropriate documentation at no charge to Customer if Lenovo is notified of the error within twenty one (21) days of the date of the invoice. If Customer acquired a software Product separate from a hardware Product, and paid a software license fee, but does not agree to the terms of the license, Customer may return the software Product within twenty one (21) days of the date of invoice and receive a refund or credit in the amount of the fee.

13 Export Regulations

Any use, export, re-export, or transfer in-country, either directly or indirectly, of Products and technical data supplied by Lenovo under this Agreement is subject to applicable export laws and regulations, including without limitation those of the United States and the European Union. Customer is responsible for compliance with all applicable export laws and regulations when using, exporting, re-exporting, or transferring in-country, directly or indirectly, any such Product or technical data. Customer shall defend, indemnify and hold Lenovo and its Affiliates harmless from any claim, damage, liability or expense (including but not limited to reasonable attorneys' fees, costs of investigation, and costs of defense) arising out of or in connection with any violation of this *Section 13 "Export Regulations"*.

This Agreement shall immediately terminate in the event Customer is listed as a restricted party on any sanctions list including, but not limited to, the United Nations Sanctions List, United States Treasury Department's Office of Foreign Asset Control Specially Designated National List; and the United States Department of Commerce's Denied Parties List, Entity List, or Unverified List. Lenovo shall have no further obligations under this Agreement until Customer is no longer designated a restricted party.

14 Force Majeure

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

15 Intellectual Property Rights

- 15.1 Lenovo and its suppliers retain ownership of all their pre-existing intellectual property as well as intellectual property rights that were developed outside of this Agreement and any modifications or enhancements of such intellectual property that may be made under this Agreement. To the extent they are embedded in any Materials, such intellectual property is licensed in accordance with their separate licenses provided to or agreed with Customer.
- 15.2 Lenovo and its suppliers shall own all intellectual property rights in Materials created as part of a Services transaction. Lenovo grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform and distribute copies of these Materials only to Customer's Affiliates.

Lenovo Customer Agreement

- 15.3 Each Party agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this *Section 15 "Intellectual Property Rights"*.
- 15.4 Each Party grants the other only the licenses and rights expressly specified in this Agreement. Unless agreed by the Parties in a separate license agreement, no other licenses or rights to Products (including licenses or rights under any patent, copyright, trademark or any other intellectual property right) are granted either directly, by implication, or otherwise by either Party.
- 15.5 The rights and licenses granted to Customer under this Agreement may be terminated by Lenovo if Customer fails to fulfil its applicable payment obligations.
- 15.6 Unless otherwise agreed, neither Party grants the other the right to use its or any of its Affiliates' trademarks, trade names, logos or other designations in any promotion or publication without prior written consent.

16 Intellectual Property Indemnification

- 16.1 If a Third Party files a lawsuit against Customer claiming that a Lenovo-branded Product infringes that party's patents or copyrights (hereinafter referred to as a "**Claim**") for the purposes of this *Section 16 "Intellectual Property Indemnification"*, Lenovo will indemnify Customer against that Claim at Lenovo's expense. At Lenovo's option, Lenovo may also defend Customer against that Claim at Lenovo's expense.
- 16.2 Lenovo's obligations under this Section are conditioned on the following: (1) Customer promptly notifies Lenovo in writing of the Claim; (2) if Lenovo elects to defend, Lenovo will solely control the conduct of the defense and any settlement of the Claim and Customer must fully and timely cooperate with Lenovo and provide Lenovo with all reasonably requested authority, information and assistance in connection with defense of the Claim; and (3) Customer is and remains in compliance with the terms of this Agreement, including Customer's obligations under this *Section 16 "Intellectual Property Indemnification"*. Lenovo will not be responsible for any costs, expenses or compromise incurred or made by Customer without Lenovo's prior written consent.
- 16.3 If such a Claim is made or appears likely to be made, and Customer maintains an inventory of Products, Customer shall permit Lenovo, in Lenovo's sole discretion, to: (1) enable Customer to continue to use and sell the Products; (2) modify the Products so that they are non-infringing; (3) replace the Products with non-infringing, functionally-equivalent products; or (4) provide a credit to Customer equal to the net book value of any Products that Customer promptly returns to Lenovo at its written request.
- 16.4 Lenovo shall have no obligation regarding any Claim based on: (1) anything Customer or a Third Party on Customer's behalf provides which is incorporated into, or combined with a Product; (2) modification of a Product by Customer or a Third Party on Customer's behalf; (3) the combination, operation, or use of a Product with any products not provided by Lenovo as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Lenovo did not provide; (4) Lenovo's compliance with Customer's specifications or requirements; or (5) infringement by a Third Party product alone and used by Customer, as opposed to its combination with Products; or (6) any standard essential patent ((1) through (6) are collectively the "**Customer Obligations**"). Customer will defend and indemnify Lenovo for all costs and damages arising from infringement claims against Lenovo based upon the Customer Obligations provided that (a) Lenovo promptly notifies Customer in writing of such claim; (b) Customer will solely control the conduct of the defense and any settlement of such claim and Lenovo must fully and timely cooperate with Customer and provide Customer with all reasonably requested authority, information and assistance in connection with defense of the claim; and (c) no settlement of such claim shall be made without Lenovo's prior written consent if the settlement would result in a payment from Lenovo or in any ongoing obligation or restriction on Lenovo or a Product.
- 16.5 The foregoing is Lenovo's entire obligation to Customer, and Customer's exclusive remedy, regarding any Claim.

17 Limitation of Liability

- 17.1 Except as expressly stated in this Agreement, neither Enterprise shall be liable to the other Enterprise for any of the following even if informed of their possibility or foreseeable and whether the claim arises in contract, tort (including gross negligence where legally permissible), or otherwise: (1) third-party claims for damages; (2)

Lenovo Customer Agreement

loss of, or damage to, data; (3) special, incidental, indirect, punitive, exemplary or consequential damages; (4) loss of profits, business, revenue, goodwill or anticipated savings; (5) loss of use; or (6) wasted management time.

- 17.2 The maximum cumulative liability of either Enterprise to the other Enterprise for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to actual direct damages, not to exceed the total amount paid or payable by Customer and the Enterprise of which it is a part to Lenovo and the Enterprise of which it is a part for all orders issued under this Agreement.
- 17.3 The provisions of *Sections 17.1 and 17.2 of this Attachment A "General Terms"* shall also limit the liability of Lenovo, its subcontractors, suppliers and program developers, collectively, to Customer and the Enterprise of which it is a part.
- 17.4 The provisions of *Sections 17.1 and 17.2 of this Attachment A "General Terms"* shall not apply to either Party's obligations under *Sections 16 "Intellectual Property Indemnification"* of this *Attachment A "General Terms"*.
- 17.5 The provisions of this *Section 17 "Limitation of Liability"* shall not apply to the extent prevented or restricted by mandatory applicable law (including without limitation in relation to fraud) that cannot be amended or excluded by contractual waiver.

18 Entire Agreement and Conflicts

- 18.1 This Agreement, including the Attachments described on the cover page, any Transaction Documents hereunder, and any other referenced terms and conditions incorporated herein form the entire Agreement of the Parties with respect to the subject-matter of this Agreement, and together replace any prior or contemporaneous agreements, understandings, communications, representations, undertakings, warranties, promises, covenants, and commitments, whether oral or written, between the Parties regarding the subject-matter of this Agreement.
- 18.2 Unless otherwise agreed herein or otherwise, additional or different terms, Product descriptions, statements of work or similar Transaction Documents shall only become part of this Agreement if agreed in a signed written document executed by the Parties, in particular where the provisions of this Agreement are incorporated or referenced. Additional or different terms in any other written communication without the written consent of Lenovo, such as on a purchase order, are void.
- 18.3 In the event, but only to the extent, of any conflict between the provisions of this Agreement, and those of any of its Attachments or any other document incorporated into this Agreement, the following order of precedence shall apply:
- (1) any subsequent Transaction Document created under, and referring to, this Agreement shall prevail as to the specific Products or Services referenced therein; provided that, to the extent there is any conflict among Transaction Documents, the most recently executed Transaction Document will prevail over any other previously executed Transaction Documents;
 - (2) any Attachment to this Agreement;
 - (3) these General Terms.

19 Term and Termination

- 19.1 The term of this Agreement shall begin on **xx/xx/xxxx** Date and continue for three (3) years with option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
- 19.2 Either Party may terminate this Agreement early without cause upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement early if the other Party, materially breaches the terms of this Agreement; provided the Party alleged not to be in compliance is given written notice of the non-compliance and not less than thirty (30) days to cure, except in the event of a non-payment in which case only

Lenovo Customer Agreement

ten (10) days to cure shall be required. Any transaction validly initiated under this Agreement shall remain governed by the terms and conditions of this Agreement until completion, notwithstanding any early termination of this Agreement, unless otherwise agreed by the Parties in writing.

- 19.3 Any terms of this Agreement which expressly or by their nature survive the expiration or termination of this Agreement, including but not limited to *Section 15 "Intellectual Property Rights"* and *Section 17 "Limitation of Liability"* of this *Attachment A "General Terms"*, shall survive the expiration or termination of this Agreement.

20 Assignment

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall unreasonably withhold, condition or delay such consent. The assignment of this Agreement, in whole or in part by either Party to any of its Affiliates, or to a successor organization by merger or acquisition, does not require the consent of the other Party unless the proposed assignee of Customer is a competitor of Lenovo. Lenovo may assign its rights to receive payments under this Agreement without Customer's consent.

21 Governing Law and Venue

This Agreement and all orders issued hereunder will be governed under the laws of the State of New York, without regard to its conflict of law principles. Neither party may bring an action arising out of or related to this Agreement more than two (2) years after the cause of action arose.

22 Miscellaneous

- 22.1 The Parties shall endeavor in good faith to amicably resolve any dispute arising out of or in connection with this Agreement and will cooperate to escalate any disputes to their management teams, as appropriate.
- 22.2 Customer may not bring an action arising out of or related to this Agreement more than one (1) year after the cause of action arose. The rights and obligations of each Party are valid only in the jurisdiction in which the transaction is performed or, if Lenovo agrees, where the Product is placed in productive use, except that all licenses are valid as specifically granted. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- 22.3 Unless otherwise agreed in writing in advance by Lenovo under a Transaction Document, Products are sold under this Agreement for Customer's own use and not for onward resale, lease or rental, other than to an Affiliate of Customer. If Customer sells, leases or rents Products or Services purchased from Lenovo in competition with Lenovo resellers, Lenovo may terminate this Agreement and any open transactions hereunder with immediate effect and discontinue further sales to Customer.
- 22.4 Notices and other written communications are to be sent to the physical, e-mail or facsimile address specified in an applicable Attachment or Transaction Document. Electronic mail can be used to send and receive communications in connection with this Agreement. All such communications shall be considered a signed writing. An identification code or "user ID" contained in an electronic document shall be sufficient to verify the sender's identity and the document's authenticity.
- 22.5 The Parties are independent contractors. Neither this Agreement nor any transaction hereunder shall create the relationships of principal and agent, joint venturers, partners, or employer or employee as between Customer and Lenovo or their respective Affiliates.
- 22.6 Each Party shall assign personnel that are reasonably qualified to perform the tasks required of it under this Agreement, and shall be solely responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, the Parties and their relevant Affiliates may in their sole discretion determine the assignment of their personnel and contractors. Lenovo may delegate any of its rights and obligations under this Agreement to an Affiliate. Lenovo may engage subcontractors to perform this Agreement; provided that Lenovo shall be responsible for the performance of Services under this Agreement by its subcontractors.

Lenovo Customer Agreement

- 22.7 Either Party may enter into similar agreements with others to develop, acquire, or provide competitive products and services.
- 22.8 No Third Party beneficiaries are intended to this Agreement. To the fullest extent permitted by applicable law: (i) no right or cause of action arises or is created, irrespective of whether in contract, tort, under the law or otherwise, in favor of any Third Party under this Agreement or any transaction hereunder; and (ii) no Third Party shall have any right to enforce any of the terms and conditions of this Agreement or of any agreement associated with any transaction hereunder, except that Lenovo's suppliers may avail themselves of *Section 17 "Limitation of Liability"* of this *Attachment A "General Terms"*.
- 22.9 Customer is responsible for selecting the Products and Services that meet its needs and for the results obtained from the use of the Products and Services, including Customer's decision to implement any recommendation concerning Customer's business practices and operations. Customer may not and shall not rely on Lenovo for any of the foregoing.
- 22.10 Where approval, acceptance, consent or similar action by Customer is required under this Agreement, such action will not be unreasonably delayed, conditioned or withheld.
- 22.11 The English versions of this Agreement and the Transaction Documents, regardless of whether a translation in any other language is or shall be made, shall be the only authentic ones. Any translation of this Agreement or a Transaction Document in another language prepared for any reason shall be a non-binding accommodation of no legal effect, and the English version of this Agreement or a Transaction Document, including any amendments thereto, shall govern.
- 22.12 Except as set forth in *Section 3 of Attachment B "Pricing, Products, Service Descriptions and Contact Details"*, this Agreement may be amended solely by a writing signed by both Parties

23 Lenovo Resellers

Lenovo provides different ways to purchase Products and Services, depending on the region and/or choice of Customer: "**Direct**" purchase means that the Product or Service is available for purchase directly from Lenovo and subject to this Agreement; and "**Indirect**" purchase means that the Product or Service is available for purchase from a Lenovo reseller. Indirect purchase of Products or Services from a reseller shall be subject to such terms and conditions, as well as prices, as Customer and reseller may agree. Lenovo shall not be responsible for: (i) the actions of any such reseller; (ii) any obligation that such reseller may have to Customer; or (iii) any Third Party product or service that such reseller may supply to Customer.

[End of Attachment A]

Lenovo Customer Agreement

ATTACHMENT B Pricing, Products, Services Descriptions and Contact Details

1 Pricing, Products and Services

- 1.1 Customer is not committing to minimum purchase volumes or order quantities with Lenovo.
- 1.2 Lenovo makes Products and Services descriptions available to Customer for purchase through a "Customer Product Catalog" or any other Transaction Document or via a website, as agreed by the Parties, at the then current agreed Prices. Prices for additional Services will be agreed subsequently (except for warranty services chargeable at Lenovo's then-current rates) and set forth in a separate Transaction Document.
- 1.3 Prices do not include local taxes, Value Added Tax, Goods & Services Tax or tariffs.
- 1.4 Unless agreed otherwise, international freight, duties and insurance are included in the Prices, with the exception of some countries which shall be communicated to Customer in advance. Transportation or delivery charges, if applicable, will be specified in a Transaction Document.

2 Changes

- 2.1 Unless a specific period for the validity of Prices has been agreed in writing between the Parties in a Transaction Document, Lenovo may change Prices, including labor rates, for Products and Services and other financial terms under this Agreement by providing Customer at least one (1) month prior written notice, e.g., to reflect a price increase in raw materials or in Product components. However, no such change shall be retroactive. Any such change shall be effective on the date specified in the notice. It shall only apply to new orders, on-going transactions of indefinite duration, and transactions with a defined recurring period. For transactions with a defined recurring period, Customer may request in writing that Lenovo delay the effective date of the change to after the end of the current recurring period.
- 2.2 Unless otherwise agreed, Customer acknowledges its agreement to have all such changes apply for such transactions: (i) by placing new orders for Products or Services after the effective date of the change; (ii) in the absence of a request that the effective date of the change be delayed until the end of the recurring period; (iii) by allowing transactions to recur or proceed after receipt of the change notice; or (iv) in the absence of notice of termination of transactions of indefinite duration prior to the effective date of the change. Except as provided above, in order for a change to be valid, it must be signed by both Parties.
- 2.3 The previous paragraph notwithstanding, if the cost on the international market of any Product component rises so significantly that it would not be commercially viable for Lenovo to be obliged to continue to allow Customer to buy the affected Products at the previously agreed Prices or discounts, Customer accepts that: (i) upon having appropriately demonstrated such worldwide component cost increase, Lenovo may raise the Price of (or lower the discounts for) its affected Products proportionally in order to compensate for such cost increase; or (ii) if Customer refuses such price increase or discount reduction, Lenovo may temporarily refuse to accept Customer's orders for the affected Products until the overall cost of components has returned to levels in line with those which applied when this Agreement was first signed.

3 Combination of Prices and Discounts

Prices or discounts may not be combined with any other discounts or promotions, unless approved by Lenovo.

4 Contact Details

Customer	Lenovo
Attention: BUSINESS UNIT Tel.: XXXX Fax: XXXX General E-mail address: XXXX	Attention: Lance Couch Tel.: 281-712-2155 General E-mail address: lcouch@lenovo.com

Lenovo Customer Agreement

5 Product Catalog

The "Product Catalog" may be updated from time to time.

[End of Attachment B]

Lenovo Customer Agreement

ATTACHMENT C Warranty Service Information (Personal Computers)

1 General

If a defect in material or workmanship is discovered in a Lenovo branded Hardware Product during the warranty period, warranty Service may be obtained by contacting Lenovo or a Lenovo-approved Service provider ("**Service Provider**"). Repair, correction and replacement in the manner described below shall constitute fulfillment of all of Lenovo's obligations under the Lenovo Limited Warranty. A list of Service Providers and their telephone numbers is available through www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal Service area. Contact a local Service Provider for information specific to Customer's location.

2 Customer Responsibilities for Warranty Service

Before warranty Service is provided, Customer must take the following steps:

- follow the Service request procedures specified by the Service Provider;
- backup or secure all programs and data contained in the Product;
- authorize the Service Provider to access the systems and system relevant data necessary to provide warranty Services under this Agreement;
- provide the Service Provider with sufficient, free, and safe access to Customer facilities to perform Service;
- remove all data, including confidential information, proprietary information and personal information, from the Hardware Product or, if Customer is unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the unintentional loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a Hardware Product returned or accessed for warranty service;
- remove all features, parts, options, alterations, and attachments not covered by the warranty;
- ensure that the Hardware Product or part is free of any legal restrictions that prevent its replacement;
- if Customer is not the owner of a Hardware Product or part, obtain authorization from the owner for the Service Provider to provide warranty Service.

3 What the Service Provider Will Do to Correct Problems

When Customer contacts a Service Provider, Customer must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve the problem by telephone, e-mail or remote assistance. The Service Provider may direct Customer to download and install designated software updates.

Some problems may be resolved with a replacement part to be installed by Customer called a "Customer Replaceable Unit" ("**CRU**"). If so, the Service Provider will ship the CRU to Customer for installation.

If the problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the Type of Warranty Service designated for the Hardware Product as specified in the table below.

If the Service Provider determines that it is unable to repair the Hardware Product, the Service Provider will replace it with one that is at least functionally equivalent.

If the Service Provider determines that it is unable to either repair or replace the Hardware Product, Customer's sole remedy under this Limited Warranty is to return the Hardware Product to the place of purchase or to Lenovo for a prorated refund of the purchase Price (unless the Customer is entitled to a complete refund under applicable mandatory law).

Lenovo Customer Agreement

4 Replacement Products and Parts

When warranty Service involves the replacement of a Hardware Product or part, the replaced Hardware Product or part becomes Lenovo's property and the replacement Hardware Product or part becomes Customer's property. Only unaltered Lenovo Hardware Products and parts are eligible for replacement. The replacement Hardware Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original Hardware Product or part. The replacement Hardware Product or part shall be warranted for the balance of the warranty period remaining on the original Hardware Product.

5 What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a Hardware Product;
- loss of, or damage to, Customer data by a Hardware Product;
- any software programs, whether provided with the Hardware Product or installed subsequently;
- 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 the Hardware Product information materials;
- 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 Hardware Product at Customer's request;
- any technical or other support, such as assistance with "how-to" questions and those regarding a Product set-up and installation; and
- Hardware Products or parts with an altered identification label or from which the identification label has been removed.

If required, the Service Provider will provide repair or exchange Service depending on the type of warranty Service specified for the Hardware Product and the available service. Scheduling of Service will depend upon the time of Customer's call, parts availability, and other factors.

6 Types of Warranty Service

6.1 Customer Replaceable Unit (CRU) Service

Under "**CRU Service**", a Service Provider will ship CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with the Hardware Product and are available from Lenovo at any time upon request. CRUs that are easily installed by Customer are called "Self-Service CRUs". "Optional-Service CRUs" are CRUs that may require some technical skills and tools. Installation of Self-Service CRUs is Customer's responsibility. Customer may request that a Service Provider install Optional-Service CRUs under one of the other types of warranty Service designated for the Hardware Product. An optional Service offering may be available for purchase from a Service Provider or Lenovo under which Self-Service CRUs would be installed for Customer. Customer may find a list of CRUs and their designation in the publication that ships with the Hardware Product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: (1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and (2) Customer may be charged for the replacement CRU if the Service Provider does not receive the defective CRU within thirty (30) days of Customer's receipt of the replacement CRU.

6.2 On-Site Service

Under "**On-Site Service**", a Service Provider will, at its discretion, either repair or exchange the Hardware Product at Customer's location. Customer must provide a suitable working area to allow disassembly and reassembly of the Hardware Product. Some repairs may need to be completed at a Service center. If so, the Service Provider will send the Hardware Product to the Service center at its expense.

6.3 Courier or Depot Service

Under "**Courier or Depot Service**", the Hardware Product will be repaired or exchanged at a designated Service center, with shipping at the expense of the Service Provider. Customer is responsible for disconnecting the Hardware Product and packing it in a shipping container provided to Customer for return of the Hardware Product to a designated Service center. A courier will pick up the Hardware Product and deliver it to the designated Service center. The Service center will return the Hardware Product to Customer at its expense.

Lenovo Customer Agreement

6.4 Customer Carry-In Service

Under “**Customer Carry-In Service**”, the Hardware Product will be repaired or exchanged after Customer delivers it to a designated Service center at Customer's risk and expense. After the Hardware Product has been repaired or exchanged, it will be made available for collection by Customer. Failure to collect the Hardware Product may result in the Service Provider disposing of the Hardware Product as it sees fit, with no liability to Customer.

6.5 Mail-In Service

Under “**Mail-In Service**”, the Hardware Product will be repaired or exchanged at a designated Service center after Customer delivers it at Customer's risk and expense. After the Hardware Product has been repaired or exchanged, it will be returned to Customer at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

6.6 Customer Two-Way Mail-In Service

Under “**Customer Two-Way Mail-In Service**”, the Hardware Product will be repaired or exchanged after Customer delivers it to a designated Service center at Customer's risk and expense. After the Hardware Product has been repaired or exchanged, it will be made available to Customer for return shipping at Customer's risk and expense. If Customer fails to arrange return shipment, the Service Provider may dispose of the Product as it sees fit, with no liability to Customer.

6.7 Product Exchange Service

Under “**Product Exchange Service**”, Lenovo will ship a replacement Hardware Product to Customer's location. Customer shall be responsible for its installation and verification of its operation. The replacement Hardware Product becomes the property of Customer in exchange for the failed Hardware Product, which becomes the property of Lenovo. Customer shall pack the failed Hardware Product in the shipping carton used to ship the replacement Hardware Product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If Customer fails to use the carton in which the replacement Hardware Product was received, Customer may be responsible for any damage to the failed Hardware Product occurring during shipment. Customer may be charged for the replacement Hardware Product if Lenovo does not receive the failed Hardware Product within thirty (30) days of Customer's receipt of the replacement Hardware Product.

[End of Attachment C]