

lenovo

User Guide
OneKey Recovery 4.6

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Preface

This user guide provides information about Lenovo OneKey Recovery 4.6 software. The OneKey Recovery 4.6 software is user friendly and performs fast, hassle-free system backup and recovery operations. You can use the OneKey Recovery 4.6 software to restore your C partition back to the factory default configuration, including the operating system and all factory-installed software, or to a previously backed up state. Be sure you read and understand the following warning before using this software.

Warning: Before using OneKey Recovery 4.6, back up all important files on the C partition to another hard disk or USB storage device. After using OneKey Recovery 4.6, the system can no longer be returned to its previous state. All data on the C partition will subsequently be lost.

Note: OneKey Recovery 4.6 uses some space on your system to store the hard disk image files and related programs. For security considerations, this data is hidden from Windows Explorer and other file management programs. As a result, the total hard disk size reported by Windows Explorer is smaller than the actual size.

Lenovo International License Agreement for Non-Warranted Programs

L505-0009-00

Part 1 - General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING PROGRAM(S) YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- **DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM(S);**
- **IF YOU ACQUIRED THE PROGRAM(S) PRELOADED ON A LENOVO PRODUCT, YOU MAY CONTINUE TO USE THE PRODUCT, BUT NOT ANY OF THE PROGRAM(S) COVERED UNDER THIS LICENSE AGREEMENT.**
- **IF YOU ACQUIRED THE PROGRAM(S) AND PAID A LICENSE FEE, PROMPTLY RETURN THE PROGRAM(S) AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED IT TO OBTAIN A REFUND OF THE AMOUNT YOU PAID.**

"Lenovo" is Lenovo Group Limited or one of its subsidiaries.

"Program" is the following, including the original and all whole or partial copies: 1) machine-readable instructions (software) and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation. For the purposes of this Agreement, Program means both singular and plural when the Agreement is provided with more than one Program.

A "Proof of Entitlement" ("PoE") is evidence of Your authorization to use a Program at a specified level. That level may be measured, for example, by the users. The PoE is also evidence of Your eligibility for future upgrade prices, if any, and potential special or promotional opportunities. If Lenovo does not provide You with a PoE, then Lenovo may accept the original paid sales receipt or other sales record from the party (either Lenovo or its reseller) from whom You acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

"You" and "Your" refer either to an individual person or to a single legal entity.

This Agreement includes Part 1 - General Terms, Part 2 - Country-unique Terms (if any), Part 3 - Program-unique Terms, and Proof of Entitlement and is the complete agreement between You and Lenovo regarding the use of the Program. It replaces any prior oral or written communications between You and Lenovo concerning Your use of the Program. The terms of Part 2 and Part 3 may replace or modify those of Part 1.

1. Entitlement

License

The Program is owned by Lenovo or a Lenovo supplier, and is copyrighted and licensed, not sold. Lenovo grants You a nonexclusive license to use the Program when you lawfully acquire it.

You may 1) use the Program up to the level of use specified in the PoE and 2) make and install copies, including a backup copy, to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Program.

If You acquire the Program as a program upgrade, after You install the upgrade You may not use the Program from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

Lenovo may terminate Your license if You fail to comply with the terms of this Agreement. If Lenovo does so, You must destroy all copies of the Program and its PoE.

2. Charges

The amount payable for a Program license is a one-time charge.

One-time charges are based on the level of use acquired which is specified in the PoE. Lenovo does not give credits or refunds for charges already due or paid.

If You wish to increase the level of use, notify Lenovo or the party from whom You acquired it and pay any applicable charges.

If any authority imposes a duty, tax, levy or fee, excluding those based on Lenovo's net income, upon the Program, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

3. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CAN NOT BE EXCLUDED, LENOVO MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY.

The exclusion also applies to any of Lenovo's Program developers and suppliers.

Manufacturers, suppliers, or publishers of non-Lenovo Programs may provide their own warranties.

Lenovo does not provide technical support, unless Lenovo specifies otherwise.

4. Limitation of Liability

Circumstances may arise where, because of a default on Lenovo's part or other liability, You are entitled to recover damages from Lenovo. In each such instance, regardless of the basis on which You may be entitled to claim damages from Lenovo, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Lenovo is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim.

This limitation of liability also applies to Lenovo's Program developers and suppliers. It is the maximum for which they and Lenovo are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. **LOSS OF, OR DAMAGE TO, DATA;**
2. **SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES;**
OR
3. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

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

5. General

1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
3. You agree to comply with all applicable export and import laws and regulations.
4. Neither You nor Lenovo will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
5. Neither You nor Lenovo is responsible for failure to fulfill any obligations due to causes beyond its control.
6. This Agreement will not create any right or cause of action for any third party, nor will Lenovo be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which Lenovo is legally liable.

6. Governing Law, Jurisdiction, and Arbitration

Governing Law

Both You and Lenovo consent to the application of the laws of the country in which You acquired the Program license to govern, interpret, and enforce all of Your and Lenovo's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license.

Part 2 - Country-unique Terms

Americas

Argentina: Governing Law, Jurisdiction, and Arbitration (Section 6):

The following exception is added to this section.

Any litigation arising from this Agreement will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

Brazil: Governing Law, Jurisdiction, and Arbitration (Section 6):

The following exception is added to this section.

Any litigation arising from this Agreement will be settled exclusively by the Court of Rio de Janeiro, RJ..

CANADA: Limitation of Liability (Section 4):

The following replaces item 1 in the first paragraph of this section:

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by Lenovo's negligence; and

General (Section 5):

The following replaces item 6:

6. This Agreement will not create any right or cause of action for any third party, nor will Lenovo be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by Lenovo's negligence for which Lenovo is legally liable."

Governing Law, Jurisdiction, and Arbitration (Section 6): *The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:*

the laws in the Province of Ontario"

PERU: Limitation of Liability (Section 4):

The following is added at the end of this section:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by Lenovo's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA: General (Section 5):

The following is added to this section:

U.S. GOVERNMENT USERS- RESTRICTED RIGHTS: Our products and/or services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to the GSA ADP Schedule contract with Lenovo Group Limited, if any, or the standard terms of this commercial license, or if the agency is unable to accept this Program under these terms, then we provide this Program under the provisions set forth in Commercial Computer Software—Restricted Rights at FAR 52.227-19, when applicable, or under Rights in Data-General, FAR 52.227.14 (Alternate III).

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

Asia Pacific

AUSTRALIA: No Warranty (Section 3):

The following is added:

Although Lenovo specifies that there are no warranties, You may have certain rights under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 4):

The following is added:

Where Lenovo is in breach of a condition or warranty implied by the Trade Practices Act 1974, Lenovo's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law, Jurisdiction, and Arbitration (Section 6):

The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State or Territory in which the You acquired the Program license

CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6):

The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6):

The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of Hong Kong Special Administrative Region of China

INDIA: Limitation of Liability (Section 4):

The following replaces the terms of items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by Lenovo's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by Lenovo pursuant to, or in any way related to the subject of this Agreement, Lenovo's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim.

General (Section 5): *The following replaces the terms of item 4:*

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Governing Law, Jurisdiction, and Arbitration (Section 6):

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

JAPAN: General (Section 5):

The following is inserted after item 4:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA: Limitation of Liability (Section 4):

The word "SPECIAL" in item 2 of the third paragraph is deleted:

NEW ZEALAND: No Warranty (Section 3):

The following is added:

Although Lenovo specifies that there are no warranties, You may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which Lenovo provides, if You require the goods for the purposes of a business as defined in that Act.

Limitation of Liability (Section 4):

The following is added:

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

PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2):

The following is added:

All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by Lenovo.

Governing Law, Jurisdiction, and Arbitration (Section 6):

The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America (except when local law requires otherwise)

PHILIPPINES: Limitation of Liability (Section 4):

The following replaces the terms of item 2 of the third paragraph:

2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

Governing Law, Jurisdiction, and Arbitration (Section 6):

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

SINGAPORE: Limitation of Liability (Section 4):

The words "SPECIAL" and "ECONOMIC" are deleted from item 2 of the third paragraph.

General (Section 5): The following replaces the terms of item 6:

Subject to the rights provided to Lenovo's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

Europe, Middle East, Africa (EMEA)

No Warranty (Section 3):

In the European Union, the following is added at the beginning of this section:

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions of this Section 3.

Limitation of Liability (Section 4):

In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. Lenovo's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Lenovo is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program.
The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Lenovo is legally liable.
2. **UNDER NO CIRCUMSTANCES IS LENOVO, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**
3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by Lenovo but also to the activities performed by its suppliers and Program

developers, and represents the maximum amount for which Lenovo as well as its suppliers and Program developers, are collectively responsible.

Limitation of Liability (Section 4):

In France and Belgium, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. Lenovo's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Lenovo is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages. The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Lenovo is legally liable.
2. **UNDER NO CIRCUMSTANCES IS LENOVO, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**
3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by Lenovo but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which Lenovo as well as its suppliers and Program developers, are collectively responsible.

Governing Law, Jurisdiction, and Arbitration (Section 6)

Governing Law

The phrase "the laws of the country in which You acquired the Program license" is replaced by: 1) "the laws of Austria" in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia**; 2) "the laws of France" in **Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna**; 3) "the laws of Finland" in **Estonia, Latvia, and Lithuania**; 4) "the laws of England" in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**; and 5) "the laws of South Africa" in **South Africa, Namibia, Lesotho and Swaziland**.

Jurisdiction

The following exceptions are added to this section:

- 1) **In Austria** the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) **in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) **in Belgium and Luxembourg**, all disputes arising out of this Agreement or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of Your registered office and/or commercial site location only are competent; 4) **in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad,**

Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) **in Russia**, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow; 6) **in South Africa, Namibia, Lesotho and Swaziland**, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg; 7) **in Turkey** all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 9) **in the United Kingdom**, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts.

Arbitration

In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia** all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. Lenovo may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AUSTRIA: No Warranty (Section 3):

The terms of this section are completely replaced by the following:

The following limited warranty applies if you have paid a charge to obtain the Program:

The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for a Lenovo Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

Lenovo warrants that when the Program is used in the specified operating environment it will conform to its specifications. Lenovo does not warrant uninterrupted or error-free operation of the Program or that Lenovo will correct all Program defects. You are responsible for the results obtained from the use of the Program.

The warranty applies only to the unmodified portion of the Program.

If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available. You may return the Program to the party from whom You acquired it and receive a refund in the amount You paid. If You downloaded the Program, You may contact the party from whom You acquired it to obtain the refund.

This is our sole obligation to You, except as otherwise required by applicable statutory law.

GERMANY: No Warranty (Section 3):

The same changes apply as those in No Warranty (Section 3) under Austria above.

Limitation of Liability (Section 4):

The following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by Lenovo intentionally or by gross negligence.

General (Section 5): *The following replaces the terms of item 4:*

Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (**No Warranty**) of this Agreement.

HUNGARY: Limitation of Liability (Section 4):

The following is added at the end of this section:

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314. (2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability.

IRELAND: No Warranty (Section 3):

The following is added to this section:

Except as expressly provided in these terms and conditions, or section 12 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980 ("the 1980 Act")), all conditions and warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act).

Limitation of Liability (Section 4):

The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of Lenovo in connection with, or in relation to, the subject matter of an Agreement in respect of which Lenovo is legally liable to You whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from Lenovo. This section sets out the extent of Lenovo's liability and Your sole remedy.

1. Lenovo will accept unlimited liability for (a) death or personal injury caused by the negligence of Lenovo, and (b) subject always to the **Items for Which Lenovo is Not Liable** below, for physical damage to Your tangible property resulting from the negligence of Lenovo.
2. Except as provided in item 1 above, Lenovo's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) €125,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to any of Lenovo's suppliers and Program developers. They state the maximum for which Lenovo and such suppliers and Program developers are collectively responsible.

Items for Which Lenovo is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is Lenovo or any of its suppliers or Program developers liable for any of the following, even if Lenovo or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

ITALY: General (Section 5):

The following is added to this section:

Lenovo and Customer (hereinafter, individually, "Party") shall comply with all the obligations of the applicable provisions of law and/or regulation on personal data protection. Each of the Parties will indemnify and keep the other Party harmless from any damage, claim, cost or expense incurred by the latter, directly and or indirectly, as a consequence of an infringement of the other Party of the mentioned provisions of law and/or regulations.

SLOVAKIA: Limitation of Liability (Section 4):

The following is added to the end of the last paragraph:

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code

General (Section 5): *The terms of item 4 are replaced with the following:*

THE PARTIES AGREE THAT, AS DEFINED BY APPLICABLE LOCAL LAW, ANY LEGAL OR OTHER ACTION RELATED TO A BREACH OF THIS AGREEMENT MUST BE COMMENCED NO LATER THAN FOUR YEARS FROM THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

UNITED KINGDOM: No Warranty (Section 3):

The following replaces the first sentence in the first paragraph of this section:

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, LENOVO MAKES NO WARRANTY OR CONDITION EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM.

Limitation of Liability (Section 4):

The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of Lenovo in connection with, or in relation to, the subject matter of an Agreement in respect of which Lenovo is legally liable to You, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from Lenovo. This section sets out the extent of Lenovo's liability and Your sole remedy.

1. Lenovo will accept unlimited liability for:
 - a. death or personal injury caused by the negligence of Lenovo;
 - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section; and
 - c. subject always to the Items for Which Lenovo is Not Liable below, for physical damage to Your tangible property resulting from the negligence of Lenovo.
2. Lenovo's entire liability for actual damages for any one Default will not in any event, except as provided in item 1 above, exceed the greater of 1) £75,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to Lenovo's suppliers and Program developers. They state the maximum for which Lenovo and such suppliers and Program developers are collectively responsible.

Items for Which Lenovo is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is Lenovo or any of its suppliers or Program developers liable for any of the following, even if Lenovo or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

Part 3 - Program-unique Terms

Programs Preinstalled or Included with Lenovo Products

Program Specifications

The Program's specifications and specified operating environment information may be found in documentation accompanying the Program, if available, such as a read-me file, or otherwise published by Lenovo, such as in an announcement letter.

Proof of Entitlement

Please maintain your original dated receipt as your Proof of Entitlement to use the Program. For Programs preinstalled on, included with, or distributed at no charge for use on a Lenovo system, your PC invoice is your Proof of Entitlement.

EXCLUDED COMPONENTS

The following terms and conditions apply to all "Excluded Components" identified below: (a) all Excluded Components are provided on an "AS IS" basis; (b) LENOVO AND **THIRD PARTIES** DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (c) LENOVO and Third Parties will not be liable to you or indemnify you for any claims related to the Excluded Components; and (d) LENOVO and Third Parties will not be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages with respect to the Excluded Components.

The following are Excluded Components:

- All Non-Lenovo Programs

THIRD PARTY CODE

The Program and future updates and fixpacks to the Program may contain certain third party components which are provided to you under terms and conditions which are different from this Agreement, or which require LENOVO or third parties that provide LENOVO products ("Third Parties") to provide you with certain notices and/or information. For each such third party component, either LENOVO or Third Parties will identify such third party component in a "README" file (or in an updated "README" file accompanying the fixpack or update), or in a file or files referenced in such "README" files (and shall include any associated license agreement, notices and other related information therein), or the third party component will contain or be accompanied by its own license agreement (for example, provided when installing or starting such component, or accompanying such component in a file entitled "README", "COPYING", "LICENSE" or a substantially similar title, or included among the Program's paper documentation, if any). Your use of each third party component which contains or is accompanied by its own license agreement, or for which LENOVO or Third Parties have identified a license agreement in one of the above "README" files (or in a file or files referenced therein), will be subject to the terms and

conditions of such other license agreement, and not this Agreement. By using or not uninstalling such third party components after the initial installation of such third party components (thereby giving you access to the applicable license agreements, notices and information), you acknowledge and agree to all such license agreements, notices and information, including those provided only in the English language. You agree to review any updated "README" files which accompany updates and fixpacks to the Program.

The Program contains the following third party components and may contain other such components identified in the manner set forth above:

- **Non-Lenovo Programs**

- **Non-Lenovo** programs which have been preinstalled on or included with your **Lenovo** product **may contain a separate** license agreement. **If so, the terms of the license agreement**, that accompanies such programs **shall govern your use of the program**. The **Non-Lenovo** programs include Windows Preinstallation Environment which is subject to a license agreement contained in the README file.

Chapter 1. System backup and recovery main interface

To enter the main interface, do one of the following:

- With the computer power off, press the **NOVO** button.
- Follow the instructions in the laptop user manual.

There are three selections on the main interface panel. See Figure 1.

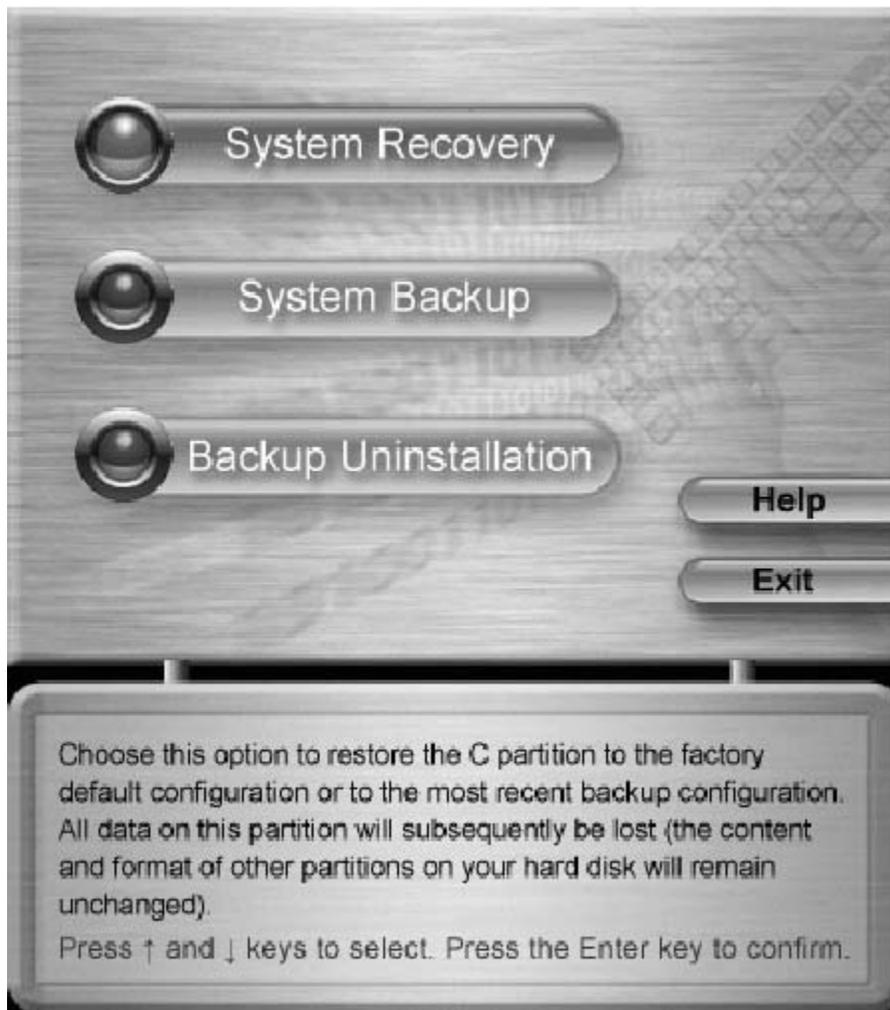


Figure 1. Main Interface Panel

System Recovery

Click this option to restore your system disk (C:) to the most recent backup configuration.

System Backup

Click this option to backup your system disk (C:). This backup includes the current operating system and its configurations, the software on the C partition, and all of the data on the C partition. After you have performed a system backup operation, you can use the System Recovery function to restore the C partition to the same state as when the most recent backup was performed.

Backup Uninstallation

Click this option to uninstall the data you backed up for the C partition.

Notes:

1. You can keep only one system backup image. Another system backup operation will overwrite the data of the previous backup, and cause all the data from the previous backup to be erased.
2. The system backup operation checks if there is enough disk space for the backup. If the amount of data of your C partition is larger than the space allocated for the backup, you see the prompt Backup operation could not get enough space!.
3. If a backup or recovery operation fails, or stops, or if the electrical power is lost during a backup or recovery operation, run the operation again.
4. Do not shut down, restart the computer, or turn off the power during a System Backup or the System Recovery operation. It might damage the hard disk, causing data to be erased or rendering the software useless.
5. Do not shut down, restart the computer, or turn off the power during Backup Uninstallation or partition adjustment. It might damage the hard disk, leading to data loss.

Chapter 2. System Backup

From the main interface, select **System Backup** by pressing the ↑ or ↓ key, then press **Enter**. The system backup prompt interface is displayed. See Figure 2. Press the **E** key to continue.

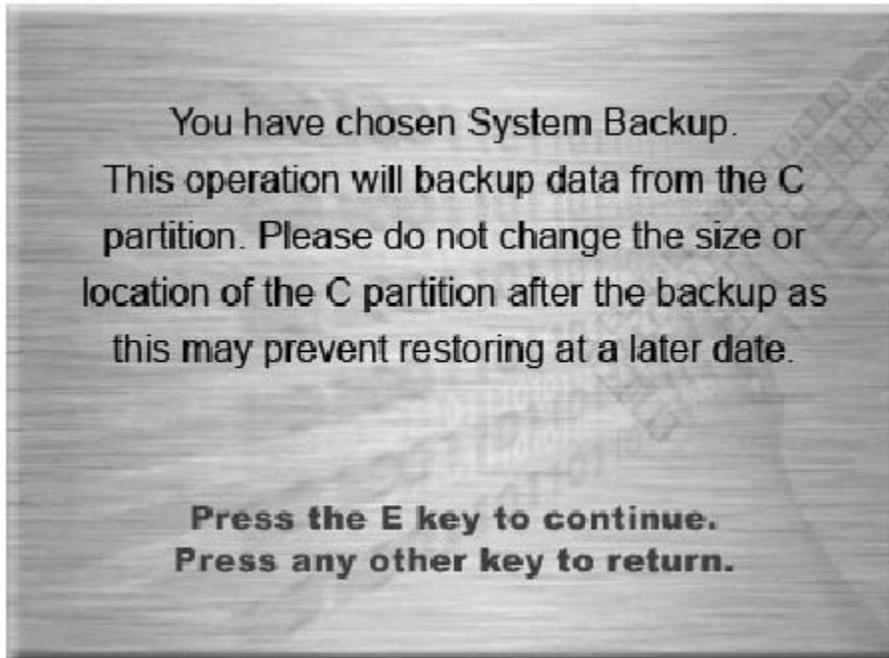


Figure 2. System Backup Prompt

Note: You can keep only one system backup image. Another system backup operation will overwrite the data of the previous backup, causing all the data of the previous backup to be erased.

If System Backup determines that there is enough space in the recovery partition, the backup progress interface appears.

Note: If for any reason you need to interrupt and quit this operation, press the **C** key.

When System Backup finishes, the success prompt appears. See Figure 3 on page 4. Press any key to restart your computer.



Figure 3. System Backup Success Prompt

If System Backup determines that there is not enough space in the recovery partition, the insufficient space prompt is displayed. See Figure 4.

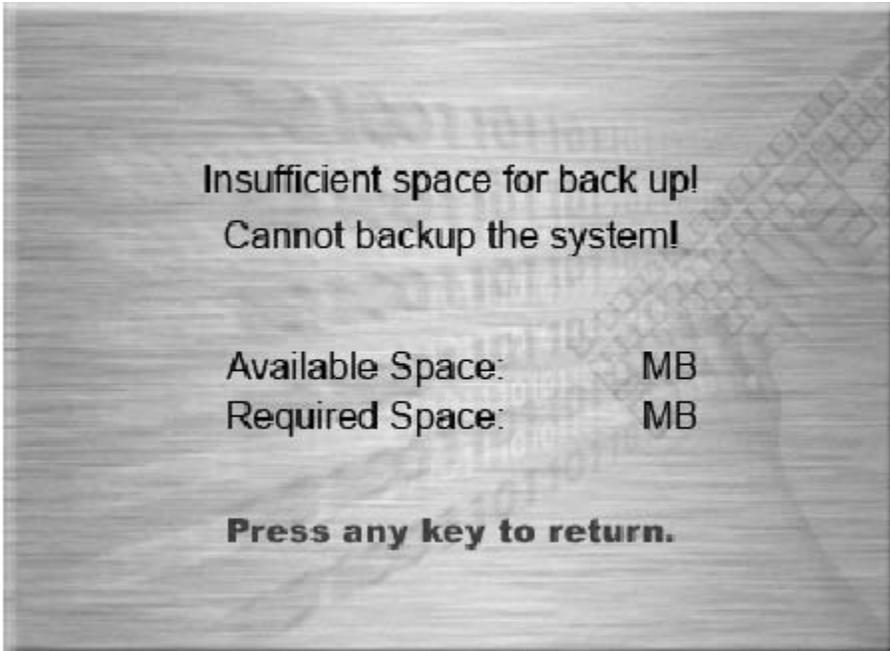


Figure 4. System Backup Insufficient Space Prompt

Chapter 3. System Recovery

Attention: Read and understand this complete section before using the System Recovery feature. System Recovery can recover the operating system and data from the last backup; this means that all data on the hard disk not captured in the last backup will be erased and overwritten. Be sure you have backed up all important data before using System Recovery.

From the main interface, select **System Recovery** by pressing the ↑ or ↓ key, then press **Enter**. The recovery prompt interface is displayed. See Figure 5.

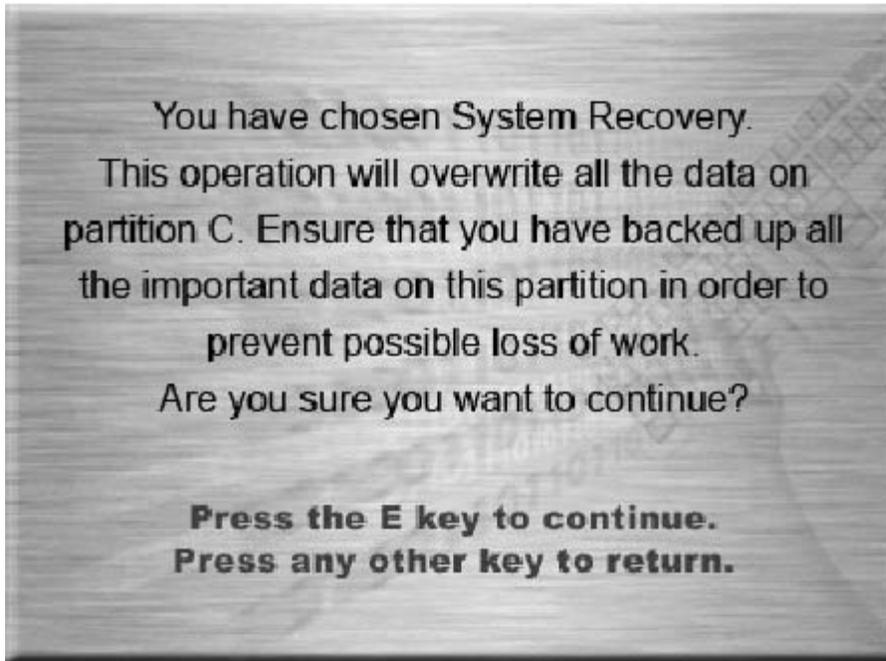


Figure 5. System Recovery Interface

Press the **E** key to continue. The recovery progress interface appears.

Note: After the recovery operation has started, pressing the **C** key will interrupt and quit the operation. If you quit System Recovery by pressing the **C** button, you will not be able to start your operating system for normal operation. You must restart and complete System Recovery before you will be able to use your computer.

When System Recovery finishes, the success prompt appears. See Figure 6 on page 6. Press any key to restart your computer.



Figure 6. System Recovery Success Prompt

If the hard disk partitions are configured differently from the backup image, or if the hard disk partition table is damaged, the Hard Disk Partition Table Error prompt is displayed. See Figure 7.



Figure 7. System Recovery Hard Disk Partition Table Error Prompt

If you press the **E** key to continue with the recovery operation after the Hard Disk Table Error prompt is displayed, all data on your hard disk will be erased, the partitions will reset to match the backup. Pressing any key other than **E** while the Hard Disk Partition Error prompt is displayed allows you to safely stop the recovery operation and return to the previous prompt.

Chapter 4. Backup Uninstallation

From the main interface, select **Backup Uninstallation** by pressing the ↑ or ↓ key, then press **Enter**. The Backup Uninstallation prompt is displayed. See Figure 8.

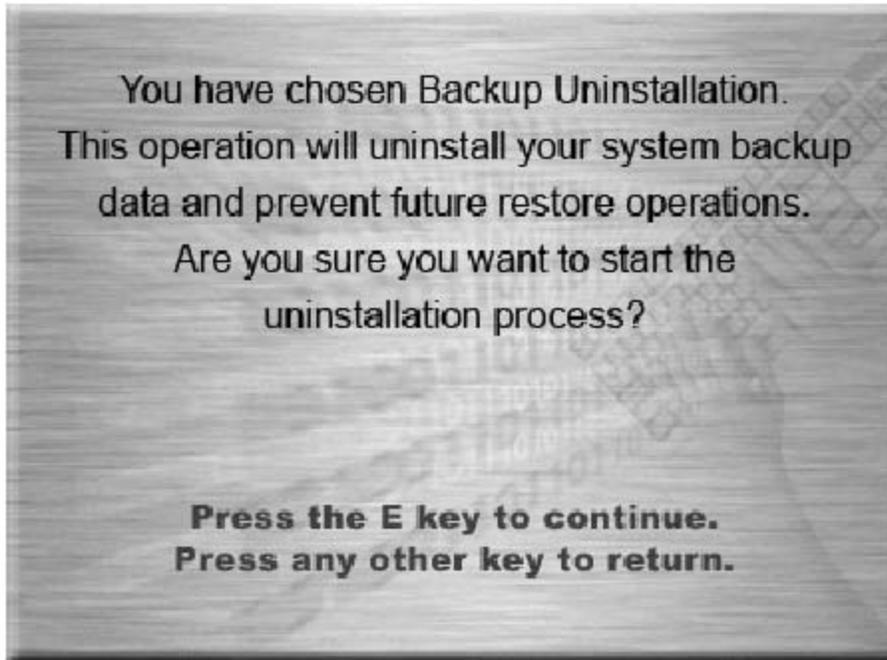


Figure 8. System Backup Uninstallation Prompt

When Backup Uninstallation finishes, the success prompt appears. See Figure 9 on page 8. Press any key to restart your computer.



Figure 9. System Backup Uninstallation Successful

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