

ThinkPlus™ and Lenovo CareSM Maintenance Services Agreement

IMPORTANT NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH LENOVO (CANADA) INC. (“LENOVO”) WILL PROVIDE MAINTENANCE SERVICES TO YOU. LENOVO WILL PROVIDE THIS SERVICE TO YOU ONLY IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT AND COMPLETE THE ACTIVATION PROCESS. IF YOU ARE UNABLE OR UNWILLING TO ABIDE BY THE TERMS AND CONDITIONS HEREIN, DO NOT COMPLETE THE ACTIVATION PROCESS.

If a Service offering is quoted at an incorrect price due to a typographical error or error in pricing information: (1) Lenovo has the right to refuse or cancel any orders placed for the Service quoted at the incorrect price, even if Lenovo has confirmed the receipt of your order and charged your credit or debit card; and, (2) if Lenovo has charged your credit or debit card but subsequently canceled your order, Lenovo will promptly issue a credit to your credit or debit card account for the amount charged.

WHAT THIS AGREEMENT COVERS

This **ThinkPlus** and Lenovo Care Maintenance Services Agreement (called the “Agreement”) its activation process and its supported product list are the complete and exclusive agreement regarding your acquisition of the following Services (which are either “Onsite Services”, “Extended Service Plans” “ThinkPad Protection Services” collectively called “Services” selected by you) for both Lenovo Machines and selected third party Machines (collectively called “Machines”) and replace any prior oral or written communications between you, your Lenovo reseller or Lenovo regarding such acquisition.

This Service as provided by Lenovo, an approved service provider, or your reseller, if authorized to perform this service, is designed to keep your Machines in, or restore them to, conformance with their specifications. We reserve the right to inspect a Machine within one month from the activation date of this Service. If the Machine is not in an acceptable condition for Service, we will notify you, terminate coverage, and refund the money you paid for this Service. Service for third party Machines is subject to availability of repair parts and technical support required from the original manufacturer. You may request that repair parts manufactured by the original manufacturer are used when these are available, but there may be an additional charge.

Service will be provided, either 9 hours per day 5 days a week (Monday through Friday, excluding statutory holidays) during local normal business hours, or 24 hours per day, 7 days per week as specified by the part number that you ordered. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. ThinkPad Protection and Lenovo Care Protection Services will be provided only in the country of acquisition for Machines identified in the supported product list. For Internationally recognized systems, Service may be provided outside of the country of purchase at the level of service available in that country.

FOR LENOVO MACHINES, WARRANTY SERVICE UPGRADES ARE ONLY AVAILABLE IF PURCHASED DURING THE MACHINE’S INITIAL BASE WARRANTY PERIOD, AND 2) FOR A MAINTENANCE AGREEMENT, IF THE MACHINE IS IN GOOD WORKING ORDER. 3) YOU ACTIVATE THIS SERVICE BY FOLLOWING THE ENCLOSED ACTIVATION PROCESS, AND 4) IN THE CASE OF ON-SITE SERVICE, THE MACHINE LOCATIONS ARE ACCESSIBLE BY PRIVATE AUTOMOBILE AND ARE LOCATED WITHIN 150 KILOMETERS OF A LENOVO AUTHORIZED SERVICE LOCATION. ADDITIONAL CHARGES TO THE END-USER AND/OR ALTERNATE SERVICE DELIVERY METHODS MIGHT APPLY FOR LOCATIONS OUTSIDE THE 150 KM RANGE.

Service does not cover accessories, supply items, and certain parts, such as batteries, frames, and covers. In addition, this Agreement does not cover Service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Machine or parts identification labels, or failure caused by a product for which Lenovo is not responsible. For third party Machines, this Agreement also does not cover Machine installation, engineering change activity, preventive

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maintenance, microcode/firmware activity, or features and parts not supplied by the original manufacturer or Lenovo in performance of this Service.

WHAT THESE SERVICES COVER

ThinkPlus Onsite Services which is your acquisition of warranty service upgrade and post-warranty maintenance service for both Lenovo Machines and selected third party Machines and replace any prior oral or written communications between you, your Lenovo reseller or Lenovo.

ThinkPlus Extended Service Plan which is Carry-In and/or Depot Services that provides for all parts (except batteries in portable systems) and labour required to repair or replace the original equipment that comes standard from Lenovo with your machine.

Notification Process:

- Call our PC Support line at 1-800-565-3344 or 416-383-3344.
- Our representative will verify your **ThinkPlus** Reseller Carry-In plan coverage
- They will assist you in determining the hardware problem
- If your machine needs repair they will direct you to the closest Lenovo Authorized Service provider or provide instructions for shipment to the Lenovo Depot

Availability in Canada:

- Service must be performed by an Lenovo Authorized Service provider.
- Call our PC HelpCentre at 1-800-565-3344 or 416-383-3344 to locate one near you. The Bilingual PC HelpCentre is open 24 hours a day, 7 days a week.
- For information regarding International Warranties for your ThinkPad please call 1-800-497-7426.

Conditions of Service:

Lenovo's liability under this offering is limited to the repair or replacement of equipment according to the terms and conditions outlined below.

1. You are required to provide the following information via return email to thinkpls@ca.lenovo.com:
Your Name/Company Name, Address, Phone, email, Lenovo order reference number, Machine type, Model and Serial number.
2. Courier Depot plan begins upon the expiration of the limited warranty of your Lenovo personal system and may not be extended beyond a maximum of five years, including the limited warranty provided with the original purchase of the machine.
3. If no defects are found or defects have arisen due to improper use, Lenovo reserves the right to charge a fee for the service and any parts required.
4. In the event that a hard drive may have to be replaced, Lenovo assumes no liability for loss of software or files. Service excludes the restoration of pre-loaded software applications originally provided by Lenovo. Users are strongly encouraged to back up critical software and files.
5. Lenovo may withdraw/modify this offering at any time without notice. Existing agreement, of course, will be honoured.
6. Courier Depot Plan covers only components provided under the Lenovo logo. Other manufacturers' products, added or attached to the equipment, are not eligible for service under Courier Depot Plan.
7. In the event your Lenovo Machine is lost or stolen, the Lenovo Extended Service Plan is NOT transferable to the replacement unit.
8. When you call the PC Support line at 1-800-565-3344 and the consultant determines that the problem is hardware specific, Lenovo arranges for pick-up of your machine within Canada. If you do not have the original shipping material, Lenovo arranges for a box to be delivered directly to you. You are responsible for packing your machine and contacting the courier service designated by Lenovo to arrange a pick-up.
9. You must use the Lenovo designated courier and Repair Centre as well as a Lenovo approved shipping container. Any damages to the product during shipping due to using

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improper packing/shipping material or using a courier other than the Lenovo designated courier are not covered by Lenovo and the Repair Centre will not repair those damages under the Courier Depot Plan.

10. You should include a note in the box, with the following information: name, return address, security passwords (if requested by Lenovo), contact phone number and Courier Depot service order number provided by Lenovo during your call to the PC Support line.

11. When your machine is returned, the courier requires a signature by you or your authorized recipient upon delivery. If no authorized recipient is present when the courier service delivers the computer, the courier service will leave notice that they attempted to deliver the unit. The courier will attempt delivery three times. If after the third attempt they still cannot deliver the machine, they will then return it to Lenovo for further arrangements.

12. Courier Depot plan does not cover batteries in portable systems, or peripherals such as keyboard, mouse, and monitor on desktop units.

ThinkPlus ThinkPad Protection and Lenovo Care Protection Services are designed to give you ultimate comfort and peace of mind knowing your ThinkPad is safe from today's common accidental mishaps; liquid spills on keypad, drops, electrical surges and broken LCD screens. You can purchase these Services directly from Lenovo or your Lenovo Service Authorized Business Partner. If you choose your Lenovo Service Authorized Business Partner please contact them directly for assistance. For your acquisition of the Service directly from Lenovo the following applies:

Coverage:

Accidental drops, liquid spills on the keyboard, electrical surges, and broken LCD displays.

Notification Process:

Call our PC Support line at 1-800-565-3344 or 416-383-3344. Our representative will verify your plan's coverage. They will assist you in determining the hardware problem. If your ThinkPad needs repair, the necessary arrangements will be made for your ThinkPad to be couriered to our Lenovo service depot.

Availability in Canada:

This service is available in most parts of Canada which are served by regular courier services, however it may not be available in some very remote locations. Our bilingual PC HelpCentre is open 24 hours a day, 7 days a week. ThinkPad Protection is not an international offering and is only available in the country of purchase.

Conditions of Service:

The coverage period shall begin on the date of purchase of your ThinkPad. We agree to provide Service as described below:

- You may be asked to present your Invoices to confirm your entitlement to Service.
- To obtain Service, you must follow the problem determination and resolution procedures that were provided with your Product.
- If, after following those procedures, you are unable to resolve a problem with your Product, please call 1-800-565-3344 or 416 -383-3344 for problem determination assistance.
- Repairs for ThinkPad protection coverage will be performed in the following manner: If the Product requires Service, one of our technicians will make an initial diagnosis of your problem and will attempt to help you resolve it through the telephone. In most situations, this will be the fastest way to respond to problems with your Product.
- If we repair your Product, you understand and agree that we may replace original parts with parts from the original manufacturer, or a different one.
- We will pay all costs for Lenovo approved courier services.
- We will provide you with a shipping container for you to return the Product identified on your invoice to a designated service center where we will perform repairs before returning the product to you.
- If the required parts are available at the Lenovo depot, we will likely repair and return the Product to you within three (3) business days from the day we receive the Product at the service center.
- Your signature will be required on the courier's manifest to receive return of your Product. In addition to your other responsibilities under this Agreement, you agree to the following when obtaining ThinkPad Protection Service:

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(a) follow the packing and shipping instructions included with the shipping container; and
(b) return the Product through the courier we designate within twenty-one (21) calendar days of the day you receive the shipping carton. We are not responsible for damage, or risk of loss due to improper packing or use of a courier that we do not designate.

WHAT THE SERVICES DO NOT COVER:

- PERIPHERALS (E.G., PRINTERS, SCANNERS, EXTERNAL DRIVES, TAPE BACK-UP SYSTEMS) EVEN IF THESE ARE SOLD BY LENOVO.
- THIRD PARTY PRODUCTS (THOSE NOT BEARING THE LENOVO LOGO) EVEN IF THESE ARE SOLD BY LENOVO;
- COSMETIC DAMAGE THAT DOES NOT AFFECT THE PERFORMANCE OF THE SYSTEM
- PARTS DESIGNED TO BE REPLACED OR CONSUMED PERIODICALLY DURING PRODUCT USE (E.G., BATTERIES);
- DAMAGE FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY ANYONE OTHER THAN US OR OUR AUTHORIZED SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS AGREEMENT;
- DAMAGE FROM FIRE, FLOOD, SAND, DIRT, WEATHER OR OTHER EXTERNAL FACTORS;
- DAMAGE FROM THE FAILURE OR IMPROPER USE OF ANY SOURCE OF ELECTRICITY;
- ALL SOFTWARE, INCLUDING OPERATING SYSTEMS, APPLICATIONS, DEVICE DRIVERS, AND MICROCODE;
- CLEANINGS, ADJUSTMENTS, AND PREVENTATIVE MAINTENANCE;
- REPAIRS AND/OR PARTS NOT PROVIDED BY OR AUTHORIZED BY US;
- DATA AND INFORMATION AND LOSS OF DATA AND INFORMATION;
- CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY;
- FAILURE TO FUNCTION AS A RESULT OF YOUR FAILURE TO PROVIDE ROUTINE AND PREVENTATIVE MAINTENANCE RECOMMENDED BY THE MANUFACTURER
- REACTIVATING PASSWORDS AND OTHER SECURITY MEASURES AFTER SERVICE IS COMPLETED;
- LOSS OF USE OF THE PRODUCT DURING THE PERIOD THAT IT IS NOT OPERATING OR DURING SERVICE;
- ACTIVITIES NECESSARY TO COMPLY WITH THE REGULATIONS OF ANY GOVERNMENT BODY OR AGENCY ARISING AFTER THE PURCHASE DATE;
- PARTS WHICH ARE ALTERED OR OTHERWISE MODIFIED BY ANYONE OTHER THAN US OR AN AUTHORIZED SERVICE PROVIDER
- ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- SOFTWARE, TAPE, DISKS, CDs, DVDs OR FILM DAMAGED BY MALFUNCTIONING PARTS;
- ITEMS STILL COVERED BY A MANUFACTURER'S WARRANTY REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY.
- IN THE EVENT YOUR LENOVO MACHINE IS LOST OR STOLEN, LENOVO THINKPLUS ENHANCED & EXTENDED SERVICE PLANS ARE NOT TRANSFERABLE TO THE REPLACEMENT UNIT.

TYPES OF SERVICE FOR MACHINES

Repair or exchange Service will be provided either at your location, "called On-site," or at a service center, called "Carry-in", or at the Lenovo Depot, called "Depot". Under On-site Service, if Service is required as determined by Lenovo, an approved service provider, or your reseller, the servicer will use commercially reasonable efforts to respond as specified in the supported product list. Some parts of Machines are considered Customer Replaceable Units (CRUs). CRUs will be shipped to you for your replacement, or you may request that the servicer install the CRU at no additional charge. All defective CRUs must be returned as the servicer specifies. Under Carry-In or Depot Service, if Service is required as determined by Lenovo, an approved service provider, or your reseller, you may deliver the failing Machine or ship it suitably packaged (prepaid, unless the servicer specifies otherwise) to a designated location, or we will use a courier to pick up and return the Machine as specified in the supported product list.

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When a type of Service involves the exchange of a Machine or part, the item the servicer replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the Service status of the replaced item. Before a servicer exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under Service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange. Lenovo is only responsible for loss of, or damage to, your Machine while it is 1) in the servicer's possession or 2) in transit in those cases where Lenovo is responsible for the transportation charges.

You agree to obtain authorization from the owner to have service performed on a Machine that you do not own. You agree to follow the instructions we provide and where applicable, before Service is provided: 1) follow the problem determination, problem analysis, and Service request procedures that we provide; and 2) secure all programs, data, and funds contained in a Machine.

You agree 1) that you are responsible for the results obtained from the Service; and 2) to provide the servicer with sufficient, free, and safe access to your facilities for Lenovo to fulfill our obligations.

Your access to this Service will end either one, two, three, four or five years, as indicated by the part number that you ordered, from the date on your Lenovo Machine's sales receipt or your Lenovo Maintenance Service sales receipt, unless Lenovo informs you otherwise in writing. For a third party Machine, your access to this Service will end either one or three years as indicated by the part number that you ordered, from the date you activate this Service.

CHARGES, PAYMENT, AND TAXES

Except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified by Lenovo in the invoice, including any late payment fee. You are responsible for any taxes related to this Service.

LENOVO RETURN POLICY

You may cancel this Service within 30 days and obtain a refund or credit. To qualify for this refund (or credit, if appropriate), you must call Lenovo at 1-800-426-7235 within 30 days after the date Lenovo delivers the Service to you to obtain a return-authorization form. You must return the Service information to a Lenovo designated location by the date Lenovo specifies. A copy of your invoice and the shipping label must accompany the return in order to qualify for a refund. Shipping and handling charges will not be refunded.

LIMITED WARRANTY

Lenovo warrants that Services will be performed using reasonable care and skill.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. In each such instance, regardless of the basis on which you are entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), 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 charge for the Service that is the subject of the claim. This limit also applies to any of Lenovo's subcontractors and your reseller. It is the maximum for which Lenovo, its subcontractors and resellers are collectively responsible.

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UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUBCONTRACTORS, OR YOUR RESELLERS LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF LENOVO, ITS SUBCONTRACTORS, OR YOUR RESELLERS ARE INFORMED OF THEIR POSSIBILITY.

GENERAL

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

A copy of your invoice is your proof of entitlement to Service.

All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

You agree to allow Lenovo and its subsidiaries to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, resellers, and assignees of Lenovo and its subsidiaries for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research).

Neither of us will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.

Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

You may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without prior written consent. Any attempt to do so is void.

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.

All your rights and all Lenovo's obligations are valid only in Canada

Both you and Lenovo consent to the application of the laws in the Province of Ontario 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.

DATA PRIVACY

All Customers except Public Bodies who are subject to Public Sector Privacy Legislation

In addition to each of our obligations under any existing agreements, the following provisions shall apply in the event that one of us makes Personal Data available to the other:

"Personal Data" refers to information relating to an identified or identifiable individual made available by one of us, its personnel or any other individual to the other in connection with an agreement between us.

1. General
 - a) Each of us is responsible for complying with any obligations applying respectively to each of us under applicable Canadian data privacy laws and regulations ("Laws").
 - b) Neither of us will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data shall be reasonable. Each of us will agree in advance as to the type of Personal Data which is required to be made available.
2. Security Safeguards

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- a) Each of us acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
 - b) Each of us will ensure that Personal Data is protected in accordance with the security safeguards communicated by the other.
 - c) Each of us will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of these provisions.
 - d) Additional or different services required to comply with the Laws will be deemed a request for new services.
3. Use
- a) Each of us agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.
4. Access Requests
- a) Each of us agrees to reasonably cooperate with the other in connection with access requests for Personal Data.
 - b) Each of us agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
 - c) Each of us agrees to amend Personal Data only upon receiving instructions to do so from the other party, its personnel or any other individual.
5. Retention

Each of us will promptly return to the other or destroy all Personal Data which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other, its personnel or any other individual or required by law.

Public Body Customers Only who are subject to Public Sector Privacy Legislation

In addition to each of our obligations under any existing agreements, the following provisions shall apply in the event that we make Personal Data available to you:

"Personal Data" refers to information relating to an identified or identifiable individual made available by us, our personnel or any other individual to you in connection with an agreement between us.

1. General
 - a) Each of us is responsible for complying with any obligations applying respectively to each of us under applicable Canadian data privacy laws and regulations ("Laws").
 - b) You will not request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting the Personal Data shall be reasonable. We will agree in advance as to the type of Personal Data which is required to be made available.
2. Security Safeguards
 - a) We acknowledge that we are solely responsible for determining and communicating to you the appropriate technological, physical and organizational security safeguards required to protect Personal Data.
 - b) You will ensure that Personal Data is protected in accordance with the security safeguards communicated to you.
 - c) You will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of these provisions.
3. Use
 - a) You agree that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.
4. Access Requests

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- a) We will reasonably cooperate with each other in connection with access requests for Personal Data.
- b) You will amend Personal Data only upon receiving instructions to do so from us, our personnel or any other individual.

5. Retention

You will promptly return to us or destroy all Personal Data which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by us, our personnel or any other individual or required by law.

ACTIVATION PROCESS

PLEASE SELECT FROM THE FOLLOWING OPTIONS:

I AM THE CUSTOMER, OR I AM AUTHORIZED ON BEHALF OF THE CUSTOMER, TO ACCEPT THE TERMS AND CONDITIONS OF THE **ThinkPlus** SERVICE AGREEMENT.

ThinkPlus Service selected

Onsite Services
Extended Service Plan
ThinkPad Protection

ThinkPlus Term selected

1 year
3 year
5 year

PLEASE ENTER:

ThinkPlus customer information