

MASTER PRICE AGREEMENT  
BETWEEN  
MIDWESTERN HIGHER EDUCATION COMMISSION  
AND  
LENOVO (United States) INC.  
EFFECTIVE JUNE 30, 2022, through JUNE 30, 2025

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the Eligible Organizations located in the MHEC member states, and Lenovo (United States) Inc., (hereinafter Lenovo or Supplier) 8001 Development Drive Morrisville, NC 27560. For purposes of this Master Agreement MHEC and Lenovo are referred to collectively as the “Parties” or individually as “Party”.

**Whereas**, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

**Whereas**, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

**Whereas**, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE) and the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States, and the WICHE Member States access MHEC’s Technology Initiative contracts, including this Master Agreement; and

**Whereas**, NEBHE Member States refers to any state that is a member, or affiliate member of NEBHE. Current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont; and

**Whereas**, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

**Whereas**, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

**Whereas**, Lenovo offers certain quality technology related products and services; and

**Whereas**, MHEC conducted a competitive sourcing event for End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021, dated October 28, 2021, and upon completion of the competitive process Lenovo received an award; and

**Therefore,** in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Lenovo agree as follows:

1. DEFINITIONS

1. **Documentation:** refers to the license made available by Supplier to Procuring Eligible Organization of documentation relating to any Hardware or Software as well as any manuals provided by Supplier with the Hardware or Software and relating to the Hardware or Software.
2. **Eligible Organizations:** This Master Agreement shall be the framework under which Eligible Organizations can acquire solution offerings consisting as defined in section Products and acquire Services as defined in section Services from Lenovo. Eligible Organizations shall include:
  - A. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions;
  - B. All K-12 schools and school districts;
  - C. All city, county, and other local governments; and
  - D. All state governments and their departments; located in a Member State.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

3. **Hardware:** refers to Supplier's full line of Hardware for a) end user computing and peripherals, b) device lifecycle management, c) associated services made available for sale by Supplier to Eligible Organizations under this Master Agreement. Supplier may incorporate changes to their Hardware offering: however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.
4. **Large Order Negotiated Prices:** refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Prices shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.
5. **Machine:** means a server or storage hardware Product identified by a Machine Type as well as its features, conversions, or upgrades. The term "Machine" does not include any software, whether pre-loaded with the Machine, installed subsequently, or otherwise.
6. **Order:** refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier or Reseller under the terms and conditions of this Master Agreement.
7. **Price Agreement:** refers to an indefinite quantity contract, which requires Supplier, or through Reseller, to furnish Products or Services to a Procuring Eligible Organization that issues a valid Order document.

8. **Procuring Eligible Organization:** refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.
9. **Products:** means any Lenovo branded or third-party Hardware or Software that Lenovo makes available for purchase by Eligible Organizations under this Master Agreement. Hardware Products include personal computers (desktops, laptops, and tablet devices), Gaming PC and Hardware, Smartphone Devices, Wearable Computers, Peripherals and accessories and the relevant components of each. Software Products include computer software Programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.
10. **Product List:** refers to the complete list of Products and the corresponding prices for those Products made available for purchase by Eligible Organizations under this Master Agreement. The Product List contains an item number, item description and the maximum price for each Product. Price List for all Products will be set forth at <https://www3.lenovo.com/le/listprice/us/en/listprice> and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.
11. **Promotional Prices:** refers to prices that are offered nationally or regionally to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.
12. **Reseller:** refers to Resellers authorized by Supplier to resell Products and Services to Eligible Organizations in Member States, and which have agreed to the terms and conditions set forth herein. Supplier will certify and register Resellers by ensuring that when reselling to Eligible Organizations, Resellers adhere to terms no less material than those set forth in this Master Agreement. At any time during the term of this Master Agreement should MHEC protest the inclusion of a Reseller on this list for cause, Supplier will require that Reseller to undergo recertification. Supplier must maintain and provide a list of authorized Resellers to MHEC.
13. **Services:** refers to the services offered by Supplier under this Agreement including: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. Supplier may incorporate changes to their service offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award. Examples of these services include but not limited to the following:
  1. Support Services: Such as warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, and recycling/disposal. Supplier's support services will be described in the applicable Supporting Material, which will cover the description of Supplier's offering, eligibility requirements, service limitations and Eligible Participant's responsibilities, as well as the Eligible Participant's systems supported.
  2. Training and certification.
  3. Professional Services: Such as assessments, disaster recovery planning and support, services desk/help desk, software, and application development, and any other directly related technical support and/or IT related services required for the effective operation of the Hardware and Software offered or supplied.
  4. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
    - A. Software-as-a-Service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service.

- B. Infrastructure-as-a-Service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
- C. Platform-as-a-Service (PaaS): refers to a computing platform being delivered as a service.
- D. Storage-as-a-Service: refers to a storage model where an entity rents or leases storage space.
- E. Desktop-as-a-Service (DaaS): refers to virtual desktop infrastructure (VDI).
- F. Disaster Recovery-as-a-Service (DRaaS) refers to backup and restore data services.

Services may require additional contractual terms and conditions. Eligible Participants purchasing on-site Support, on-site Training, Professional or IT as a Service shall negotiate the terms and conditions of such purchase with Supplier, including, as applicable, service level agreements and/or statements of work.

- 5. Managed Services refers to ongoing monitoring, management, provisioning, and optimization of hyper-converged infrastructure systems
- 14. **Services List:** refers to the complete list of Services made available for purchase by Eligible Organizations under this Master Agreement. The Services List contains the item description for each service. Pricing shall be provided based on unique requirements to each Eligible Organization. Where travel is necessary to perform the Services, additional reasonable costs may be levied. The Service List is set forth as Exhibit B and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.
- 15. **Software:** refers to Supplier's full offerings of Software for a) end user computing and peripherals, b) device lifecycle management, c) associated services made available for sale by Supplier to Eligible Organizations under this Master Agreement. Supplier may incorporate changes to their Software offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.
- 16. **Supplier:** refers to Lenovo or Reseller.
- 17. **Third-Party Products:** refers to any Hardware ("Third-Party Hardware") or Software ("Third-Party Software") other than parts that are Lenovo branded or originally listed as components of Lenovo branded Products. Third-Party Software is not considered components of Lenovo branded Products.
- 18. **Third-Party Services:** refers to any Services performed by someone other than Lenovo or its subcontractors.

## 2. SCOPE OF OFFERING

Procuring Eligible Organizations shall purchase from Supplier or Reseller, and Supplier or Reseller shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier or Reseller. Accordingly, Supplier or Reseller shall provide Products or Services only upon the issuance and acceptance by Supplier or Reseller of a valid Order. Orders may be issued to purchase any Products listed on the Product List or for any Services listed on the Services List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Supplier's Product List and Services List at the prices stated therein. For Large Order Negotiated Prices, Eligible Organization and Supplier or Reseller may negotiate

quantity discounts below the Product and Services List price(s) for a given purchase order. As it sees fit, Supplier or Reseller may offer under this Master Agreement Promotional Price discounts that result in prices below those listed in the Product List and the Services List. Supplier is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

### 3. DUE DILIGENCE

Notwithstanding MHEC's role in entering into this Master Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

- A. Eligible Organization is solely responsible for its own due diligence regarding any Master Agreement;
- B. MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of any Master Agreement for the Eligible Organization specifically;
- C. MHEC has not made any legally binding representations regarding Suppliers Products, or Services and that MHEC does not guarantee or warrant the Products or Services of Supplier; and
- D. MHEC is not responsible for the actions or omissions of Supplier.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Master Agreement.

### 4. QUANTITY GUARANTEE

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. MHEC is not obligated to make any affirmative efforts to induce any purchases. The quantity of products and services that may be purchased is undetermined. An estimate quantity based on history or other means may be used as a guide but shall not be a representation by MHEC or any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain Products and Services from other sources during the term of this Master Agreement.

### 5. MASTER AGREEMENT TERM

This Master Agreement shall be effective on June 30, 2022, and shall remain in effect until June 30, 2025, (Term Ending Date) unless otherwise terminated pursuant to the terms of this Master Agreement. This Master Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Organizations may procure Products and Services from the technology solution Supplier under the terms of this Master Agreement at any time during the duration of this Master Agreement.

### 6. ORDER OF PRECEDENT

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Supplier may enter into an addendum to amend the terms and conditions of this Master Agreement to conform to the Eligible Organization's state and/or institutional laws and regulations. Similarly, the Eligible Organization participating in this Master Agreement 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 addendum or supplemental

agreement is exclusively between the participating Eligible Organization and Supplier. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Addendum between Eligible Organization and Supplier
- B. The terms and conditions of this Agreement
- C. Exhibits to this Agreement
- D. The list of Products and Services contained in the Order

7. PURCHASING UNDER MASTER AGREEMENT

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the “bill-to” address; (v) the “ship-to” address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable.
- B. **Services:** Procuring Eligible Organization shall purchase from Supplier the Services listed on the Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service(s); (iii) the price of the Service in accordance with this Master Agreement; (iv) the “bill-to” address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.
- C. Each Order that is accepted by Supplier will become a part of this Master Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Master Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
- D. Procuring Eligible Organization may request in writing a change or cancellation of an Order that Supplier has previously accepted up until the time Supplier has begun manufacturing the Products or performing the Services.
- E. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order. In addition, nothing in this section precludes any agreements for the use of electronic purchase orders and Supplier will provide electronic commerce assistance to Eligible Organization, if desired, for the electronic submission of purchase orders, purchase order tracking and reporting. The use of any purchasing card or electronic purchase orders may be subject to limitations and/or additional fees set forth by Supplier and agreed to by Procuring Eligible Organization.

8. PAYMENT PROVISIONS

- A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Suppliers published specifications. No payment shall be made for any Products or Services until the Procuring Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Procuring Eligible Organization and Supplier, the Eligible Organization shall within thirty (30) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise, the Products or Services shall be deemed accepted.

- B. **Return Policy.** Procuring Eligible Organization 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. Procuring Eligible Organizations 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 Procuring Eligible Organization's requirements, including installation of software Product options; or quantities of Products that are not separately priced, are not available to Procuring Eligible Organizations. In order to receive a credit or refund, Procuring Eligible Organization must contact its Lenovo Procuring Eligible Organization Support Representative to obtain a return-authorization form. Procuring Eligible Organization 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 Procuring Eligible Organization. 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.

Procuring Eligible Organization 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 Procuring Eligible Organizations 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 Procuring Eligible Organization if Lenovo is notified of the error within twenty-one (21) days of the date of the invoice. If Procuring Eligible Organization 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, Procuring Eligible Organization 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.

If for any reason, whether based on applicable law or on a specific contractual provision under this Agreement, Procuring Eligible Organization is entitled to return a Hardware Product to Lenovo, Procuring Eligible Organization is responsible, before returning the Hardware Product for: (i) resetting the system to its original factory settings as provided by Lenovo to Procuring Eligible Organization; (ii) ensuring that such Hardware Product is entirely free of any Procuring Eligible Organization or Third Party security interest or deposit; and (iii) securely erasing any Procuring Eligible Organization or Third Party personal and other data stored on the Hardware Product. If Procuring Eligible Organization 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, Procuring Eligible Organization shall not return any Hardware Products to Lenovo unless Procuring Eligible Organization 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.

- C. **Payment of Invoice.** Invoices shall be submitted to the Procuring Eligible Organization. Payments shall be remitted to Supplier at the address shown on the invoice. Payment shall be tendered to Supplier within thirty (30) days of the date of the invoice unless there exists a good faith dispute. In the absence of a good faith dispute and after the thirtieth (30) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to Supplier at the rate

of one and one-half percent (1½%) per month or the maximum rate allowed by the applicable state laws of Procuring Eligible Organization. The Procuring Eligible Organization shall make a good faith effort to pay within thirty (30) days after the date of the invoice.

- D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.
- F. **Payment of Taxes.** The Prices List under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Products and Services except for taxes imposed upon Supplier's net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

#### 9. REIMBURSEMENTS

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Supplier in performance of this Master Agreement may be reimbursed with prior written approval from Procuring Eligible Organization's authorized representative. Provided that Supplier shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount then provided for in the current U. S. General Services Administration "GSA" Per Diem Rates or pursuant to Procuring Eligible Organization reimbursement policies.

#### 10. SHIPPING

Supplier will ship products F.O.B. destination. Title to products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization's destination point. Risk of loss or damage to Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Supplier shall bear the risk of loss with respect to returned products except for loss or damage directly attributable to the negligence of the Procuring Eligible Organization. All Products must be shipped fully configured with the required components unless otherwise specified.

#### 11. PRODUCT DELIVERY

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective Product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.
- B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from this Master Agreement and/or cancel Master Agreement. Similarly, if



deliveries prove to be unsatisfactory or other problems arise under this Master Agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.

- C. Suppliers may choose to deliver Products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

## 12. INSTALLATION

When installation is required, unless otherwise negotiated with the Eligible Organization, Supplier must provide the cost of installation as separate line item on their quotation. Installation includes, as applicable, all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel. Upon request, Supplier will provide a services quote with a Statement of Work (SOW) to remove any and all debris from the Procuring Eligible Organization site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization personnel identified on the purchase Order. Unless otherwise stated in the Statement of Work (SOW), Supplier will conduct the manufacturer's standard installation and test procedures to confirm completion.

## 13. LIST PRICE AND DISCOUNT GUARANTEES

All Procuring Eligible Organizations shall pay the lowest prices for Products and Services contained in the Suppliers published List Price at: <https://www3.lenovo.com/le/listprice/us/en/listprice>. All Products and Services Discount Guarantees as set forth in the Exhibit A Lenovo (United States) Inc. – Product Categories & Discounts shall not decrease throughout the term of this Master Agreement. When Eligible Organizations purchase under this Master Agreement, Supplier shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement. If available, promotional prices, higher discounts, and volume discounts may be offered under this Master Agreement to Procuring Eligible Organization at the time of purchase. Eligible Organizations may inquire from Supplier if such promotions are available.

## 14. SERVICES PRICING

Supplier agrees to maintain the Service List in accordance with the following provisions:

- A. For any standard Services, in which the Services and corresponding pricing are on the List Price, the pricing will be as described in section 13. List Price and Discount Guarantees, and the applicable discount percentage as noted in Exhibit B Services List will apply.
- B. For any custom Services that are not included on the List Price or require a Statement of Work, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both Supplier and Procuring Eligible Organization and as set forth in a Supplier quote or an applicable Statement of Work or negotiated agreement.

## 15. LEASING AND FINANCING

Eligible Organizations may elect to finance purchases under a separate finance agreement. Lenovo Financial Services ([www.lenovo.com/us/en/outletus/landingpage/lenovo-financial-services/](http://www.lenovo.com/us/en/outletus/landingpage/lenovo-financial-services/)) offers Eligible Organizations procurement options including: Capital Purchase, Lease (CAPEX or OPEX), and Subscription. The Parties recognize that finance agreements are separate and independent agreements

between Eligible Organization and the finance entity, with terms and conditions thereof constituting the entire agreement for financing.

#### 16. LICENSE

The terms applicable to any Software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. Supplier will provide applicable Software licensing terms and conditions for each licensed product. Procuring Eligible Organization will work with the Software License manufacturer on any Third-Party Software licensing terms needed to be amended to meet statutory requirements. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

#### 17. WARRANTY

- A. **Personal Computer Products:** Supplier warrants that each Supplier branded Hardware Product, other than a Machine, purchased by Eligible Organization for such Eligible Organization's own use and not for resale, is free from defects in material and workmanship under normal use during the Warranty Period. The Warranty Period for a Hardware Product starts on the original date of purchase specified on Supplier's or Reseller invoice unless specified otherwise by Supplier in writing. The Warranty Period and type of warranty service that apply to a Hardware Product are specified in Attachment A: Warranty Service Information (Personal Computer Products).
- B. **Machines:** Supplier warrants that each Machine is free from defects in materials and workmanship under normal use during the warranty period. Unless Supplier specifies otherwise, the warranties apply only in the country of acquisition. The warranty period for a Machine is a fixed period of time specified in Attachment B: Warranty Service Information (Servers and Storage Products) or as specified in an Order. The warranty period starts on the original date of purchase specified on Supplier's or Reseller's invoice unless specified otherwise by Supplier in writing. During the warranty period, Supplier shall provide repair and exchange Service for the Machine, without charge, under the type of Service designated by Supplier for the Machine. If a defect in material or workmanship is discovered during the warranty period and Supplier is unable to either: (i) repair it; or (ii) replace it with one that is at least functionally equivalent, Eligible Organization may return it to Supplier for a prorated refund.
- C. **Services:** Supplier warrants that it performs each Service using reasonable care and skill and according to its current description contained in this Agreement, a Statement of Work, an Attachment, or an Order. Eligible Organization shall provide timely written notice of any failure to comply with this warranty in order that Lenovo may take corrective action.
- D. **Items to which these warranties do not apply:** These warranties shall not apply to any Hardware Product which has been subjected to misuse, accident, unauthorized modification; operated in an unsuitable physical or operating environment; subjected to natural disasters, power surges or unauthorized maintenance; to any third party hardware product, including those that Supplier may provide or integrate into a Hardware Product at Eligible Organization's request; or to software, whether provided with a Hardware Product or installed subsequently. These warranties do not include any technical support, such as assistance with "how-to" questions and those regarding Hardware Product set-up and installation. These warranties shall be voided by the removal or alteration of identification labels on a Hardware Product or its parts. In no event shall these warranties include liability for uninterrupted or errorfree operation of a Hardware Product, correction of all defects, or any loss of, or damage to data by a Hardware Product.
- E. Supplier warrants that Procuring Eligible Organization shall acquire good and clear title to Lenovo branded Products being purchased under this Master Agreement, free and clear of all liens and

encumbrances. For any non-Lenovo branded Products, Supplier warrants that it has the right to provide such products to the Procuring Eligible Organization.

- F. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SUPPORT AND ALL THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY MANUFACTURERS, SUPPLIERS, DEVELOPERS, SERVICE PROVIDERS, LICENSORS OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO ELIGIBLE ORGANIZATION.

18. TRANSFER OF TITLE

Unless otherwise specified in the Order or addendum, Supplier warrants that Procuring Eligible Organization shall acquire good and clean title to Products and Services being purchased under this Master Agreement, free and clear of all liens and encumbrances.

19. TERMINATION

This Master Agreement may be canceled by either the Supplier or MHEC at any time without cause during its term upon ninety (90) days written notice to the other party. The inability of the Supplier to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for and order or contract termination. Poor performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under this Master Agreement by Procuring Eligible Organization or of this Master Agreement by MHEC. MHEC also reserves the right to remove from participation Services associated with this Master Agreement any Supplier's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC. Termination of this Master Agreement shall in no way limit the parties' remedies at law and equity.

20. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Supplier shall be notified in writing of such non-appropriation at the earliest opportunity.

21. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Supplier shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Supplier shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the

case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Supplier pursuant to this Master Agreement, the Supplier shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of such by Procuring Eligible Organization.

## 22. INFRINGEMENT PROTECTION

If a third party claims that a Supplier branded Hardware Product provided to MHEC or Eligible Organization by Supplier under this Agreement infringes that party's patent or copyright, Supplier will defend MHEC or an Eligible Organization against that claim at its expense, and pay all costs, damages, and attorneys' fees that a court finally awards against MHEC or an Eligible Organization or that are included in a settlement approved by Supplier, provided that MHEC or an Eligible Organization: (i) promptly notifies Supplier in writing of the claim; (ii) subject to any legally required approval, including approval of state's attorney general, or consistent with applicable law, allows Supplier to control, and cooperates with Supplier in the defense and any related settlement negotiations; and (iii) is and remains in compliance with MHEC and such Eligible Organization's obligations in this Section 22. The foregoing is Supplier's entire obligation to MHEC and any Eligible Organization and MHEC's and any Eligible Organization's exclusive remedy regarding any third-party claim of infringement. Supplier will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; (c) any combination, operation, or use of the Product with systems other than those provided by Supplier to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product; or (d) infringement by a third party product alone, as opposed to its combination with a Supplier branded Product. Following notice of a Claim or a threat of actual suit, MHEC or an Eligible Organization shall permit Supplier, at its own expense and option, to: (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service by MHEC or an Eligible Organization; (2) modify the Product; (3) to provide a comparable replacement that is at least functionally equivalent at no cost to MHEC or an Eligible Organization; or (4) if Supplier determines that none of the foregoing options is reasonably available, in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use.

## 23. LIMITATION OF LIABILITY

In any action arising out of or related to this Agreement or any Order placed hereunder, Supplier, MHEC, or Eligible Organization shall not be liable for any of the following, even if informed of their possibility and whether arising in contract, tort (including negligence) or otherwise: (a) third party claims for damages; (b) loss of, or damage to, data; (c) any special, incidental, indirect, punitive, exemplary, or consequential damages; or (d) loss of profits, business, revenue, goodwill or anticipated savings; and The maximum cumulative liability of Supplier to MHEC or any Eligible Organization for all actions arising out of or relating to this Agreement and all orders placed hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the greater of (i) direct damages up to \$500,000 or (ii) the total amount paid or payable by MHEC and any Eligible Organization to Supplier hereunder. The foregoing limitations under this section 23. Limitation of Liability do not apply to any indemnification obligations under section 21.

Indemnity, General, and Intellectual Property and section 22 Infringement Protection of this Master Agreement.

#### 24. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Supplier may be requested to provide user background checks, depending on the information systems Supplier accesses or types of data Eligible Organization provides. Supplier then must submit the required background check information to Eligible Organization in a timely manner. Supplier will perform background investigations within the scope of the Suppliers current standard policies and practices for any Supplier employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

#### 25. INSURANCE

Supplier, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be authorized in the applicable state in which work is being conducted or as otherwise required by Procuring Eligible Organization. Suppliers shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any reduction in coverage or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Supplier, Supplier will maintain the following insurance limits while performing any services under this Master Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 25. Insurance and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Supplier shall require all subcontractors performing any work to maintain coverage as specified.

#### 26. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

- A. While Supplier is providing Services hereunder, Eligible Organization or Supplier may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this section 26 of this Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Supplier agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this

Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by this Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.

- B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law, or court order, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Discloser (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Participant or Supplier of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.
- C. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Participant and Supplier agree to comply with any applicable data practices or similar type laws of the State in which Eligible Participant is located or founded.

## 27. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, it is the responsibility of the Supplier and the Eligible Organization to comply with all Federal Acquisition Regulations (FAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used by Procuring Eligible Organization purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

## 28. COMPLIANCE WITH APPLICABLE LAWS

(a) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated into any resulting agreement by reference. (b) Supplier warrants and agrees to abide by all applicable Federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Supplier agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Supplier is found to be not in compliance with applicable Federal or state requirements during the life of this Master Agreement, Supplier agrees to take appropriate steps to correct these deficiencies. (c) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.

**29. NON-DISCRIMINATION**

Supplier agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Supplier and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Supplier shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

**30. FERPA AND OTHER PRIVACY LAWS**

Where applicable to the scope of Services Supplier is providing, and only to the extent directly applicable to Supplier and its Services, Supplier agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws to the extent applicable to any product or service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Supplier subject to the aforementioned privacy laws, Eligible Organization agrees to advise Supplier of the disclosure of such information; and Eligible Organization represents and warrants to Supplier that it has obtained any required consents to disclose such information. In addition, to the extent that Supplier becomes a Business Associate as defined in HIPAA, both Supplier and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

**31. ACCESSIBILITY**

Supplier agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by Supplier shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at <http://www.w3.org/WAI/intro/wcag.php>).

**32. DATA OWNERSHIP**

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Supplier will use Eligible Organization's data only for the purpose of fulfilling its duties under this Master Agreement or an Order under this Master Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

**33. ARBITRATION**

MHEC shall reject arbitration clauses in any Master Agreement or license.

**34. DEBARMENT AND SUSPENSION**

Supplier represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction

(contract), by any government department or agency. Furthermore, Supplier shall provide notice to MHEC if it becomes debarred or suspended at any point during the duration of any resulting agreement.

### 35. RECORDS AND AUDIT

Supplier shall retain and maintain all records and documents relating to this Master Agreement for six (6) years after final payment under an Order made by the Procuring Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times.

### 36. FORCE MAJEURE

Neither Supplier nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; pandemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

### 37. EXPORT LAW

Supplier and Eligible Organization acknowledges that any software, technical information, Products, or other deliverables provided to Eligible Organization via this Master Agreement may be subject to the U.S. Export Administration Regulations. Supplier and Eligible Organization agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

### 38. CONFLICT OF INTEREST

Supplier warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Supplier agrees that if an organizational conflict of interest is discovered during the term of this Master Agreement, it will provide disclosure to MHEC that shall include a description of the action Supplier has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Supplier, MHEC may, at its sole discretion, cancel this Master Agreement.

### 39. SUBCONTRACTORS

Supplier shall have the right to use Subcontractors to provide the Services described in this Master Agreement. If Supplier elects to use Subcontractors in the performance of custom professional Services under this Master Agreement, upon request, Supplier will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Supplier from performing its obligations under this Master Agreement.

Supplier shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its subcontractor while performing services pursuant to this Master Agreement.



**40. ASSIGNMENT**

Neither party will assign its rights or delegate its obligations under this Master Agreement, in whole or in part, without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect; provided, however, that either party may upon written notice assign this Master Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Master Agreement will be binding upon and inure to the benefit of Supplier and MHEC and their successors and permitted assigns. Nothing in this section 40 shall preclude Supplier from employing a Subcontractor in carrying out its obligations under this Master Agreement. Supplier use of such Subcontractors will not release Supplier from its obligations under this Master Agreement.

**41. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION**

MHEC is not liable to Supplier for the failure of any Procuring Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or this Master Agreement. Supplier, in its sole discretion, may discontinue selling products or services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of this Master Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

**42. INDEPENDENT CONTRACTORS**

MHEC and Supplier acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Master Agreement. Supplier and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Supplier has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

**43. SUPPLIER REPRESENTATIVE**

Supplier shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Master Agreement.

**44. NOTIFICATION**

- A. Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

<b>To MHEC:</b>	<b>To Supplier:</b>
105 Fifth Avenue South	Lenovo (United States) inc.
Suite 450	8001 Development Drive
Minneapolis, Minnesota 55401	Morrisville, NC 27560
Attn: Nathan Sorensen, Director of government contracts	Solomon Surles, Sr. Contract Manager
Tel: (612) 677-2767	Tel: (832) 343-3295
	Email <a href="mailto:ssurles@lenovo.com">ssurles@lenovo.com</a>

Email: <a href="mailto:nathans@mhec.org">nathans@mhec.org</a>	
Fax: 612-767-3353	Fax: Unavailable

Changes in the above information will be given to the other Party in a timely fashion.

- B. Between Eligible Organization:** Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice to Eligible Organization.

#### 45. MARKETING

Supplier must assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on Products, supplies, Services, and prices, and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Supplier should exhibit the willingness to develop marketing materials and participate in opportunities that are available.

#### 46. ANNOUNCEMENTS AND PUBLICITY

No Supplier providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

#### 47. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Supplier in developing and refining the implementation of this Master Agreement in the Compact member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise the Supplier on the effectiveness of its implementation progression. There will be an annual meeting between Supplier and MHEC (and perhaps members of the oversight committee) to perform a business review. In addition, Supplier must attend on-site meetings on an ad hoc basis if requested by the contract manager to address contract performance issues.

#### 48. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this program. Supplier shall include a Contract Administrative Fee (CAF) of one-and-one half percent (1.5%). The CAF shall not reduce the discount or rebates offered to the Eligible Organizations. The Supplier will be responsible for submitting the CAF with the Quarterly Report.

#### 49. QUARTERLY REPORT

Supplier must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Supplier name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)
- Address

- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

#### 50. ENFORCEMENT OF AGREEMENT

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Master Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

#### 51. SEVERABILITY

If any provision of this Master Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Master Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Master Agreement invalid or unenforceable whatsoever.

#### 52. GOVERNING LAW

**As between MHEC and Supplier**, this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

**As between Eligible Organization and Supplier**, this Master Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Master

Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

**As between Eligible Organization, MHEC, and Supplier**, this Master Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

53. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive an Eligible Organization of its applicable Sovereign Immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Master Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

54. SURVIVAL

Certain paragraphs of this Master Agreement including but not limited to indemnification; and limitation of liability shall survive the expiration of this Master Agreement. Software license, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

55. AMENDMENTS

Except as provided in section 6. Order of Precedent; this Master Agreement shall only be amended by written instrument executed by the parties.

56. SCOPE OF AGREEMENT

This Master Agreement incorporates all of the agreements of the parties concerning the subject matter of this Master Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.


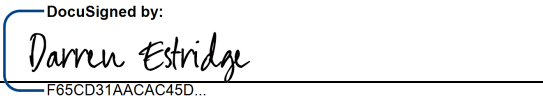
57. INVALID TERM OR CONDITION

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

58. MISCELLANEOUS

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Supplier may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly, any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Master Agreement.

	<b><u>Midwestern Higher Education</u></b>	<b><u>Lenovo (United States) Inc.</u></b>
	<b><u>Commission</u></b>	
Signature:	 <small>F12C8485BF0B4B5...</small>	 <small>DocuSigned by: F65CD31AACAC45D...</small>
Name:	<b>Susan Heegaard</b>	<b>Darren Estridge</b>
Title:	<b>President</b>	<b>Executive Director</b>
Address:	<b>105 Fifth Avenue South Suite 450</b>	<b>8001 Development Drive</b>
	<b>Minneapolis, Minnesota, 55401</b>	<b>Morrisville, North Carolina 27560</b>
Date:	<b>August 2, 2022   9:13 AM PDT</b>	<b>July 29, 2022   4:39 PM EDT</b>

**Exhibit A****LENOVO (United States) Inc.  
Product Categories & Discounts**

01/11/2022

Category	Classification	Description	Discount off Lenovo Retail Price List
1	End-User Devices	Most configurable commercial (non-consumer) end user devices including but not limited to Desktops, Notebooks, Workstations, Tablets, and Convertibles. Android OS products are expressly excluded from Category 1. The following non-exhaustive list of Lenovo brands represents Category 1 and is offered for illustrative purposes only: ThinkCentre, Tiny-in-One, All-in-One, Thin Client, ThinkPad, ThinkStation, ThinkPad Mobile Workstation, ThinkPad Tablet, ThinkPad Yoga, ThinkBook.	24%
2	Enhanced Warranty Services	Most Services that enhance Lenovo's Standard Warranty, including but not limited to, Premier Support, Warranty Extensions, Warranty Upgrades, Post Warranties, Accidental Damage Protection, Keep Your Drive.	14%
3	Peripherals and Accessories	Lenovo branded Peripherals and Accessories.	14%
4	Monitors/Displays	Monitors and/or Displays, including but not limited to ThinkVision branded monitors/displays.	9%
5	Software	Lenovo branded Software.	9%
6	Spare Parts		4%
7	3rd Party Products and Software	Third Party Products, Software and Offerings.	4%
8	Non-Discountable Products & Services	Topsellers which are defined as specific, non-configurable, stocked commercial and consumer devices. Selected Consumer Products and Services; Android OS products; Lenovo's Legion-branded products; Gaming Solutions; Virtual Reality Solutions; Smart Office Solutions, and all products and/or services not otherwise categorized, classified, or described herein.	0%

*The Discounts herein are from Lenovo's Retail Price List. The Effective Date for both the Discounts and the Categories, Classifications, and Descriptions (together the Categories) shall be: (1) the date of Lenovo's proposal, bid, quote or offer to Customer incorporating Categories and Discounts ("Proposal") (2) the date of a contract awarded to Lenovo by a Customer because of a Proposal, incorporating Categories and Discounts ("Contract") or (3) the date of a written agreement entered into by Lenovo and a Customer incorporating Categories ("Agreement"). Notwithstanding any contrary language in a Proposal, Contract, or Agreement, Lenovo may, in its sole discretion and without notice, modify the Categories. All Category modifications are effective immediately. Unless expressly prohibited by Contract or Agreement, Lenovo may increase its list price at any time, for any reason, and without notice. Retail Price List changes are effective immediately. The term Customer, as used herein, means (1) the party to whom Lenovo presented a Proposal or (2) the counter party to a Contract or Agreement.*

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### Exhibit B Services List

Warranty Services and Support	
Warranty Extensions	Are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that allows you to accurately budget for equipment expenses
Warranty Upgrades	Upgrade to onsite service for convenience of parts and labor provided onsite, at your place of work
Battery Warranty	Extend a 1 year base battery warranty up to 3 years offering depot or onsite replacement by a trained technician.
Priority Support	24/7 access to advanced technicians
Accidental Damage Protection	Covers accidental drops, spills, bumps, and structural failures incurred under normal operating conditions or handling.
Keep Your Drive	Provides customers the option to retain their hard disk drive on their desktop or mobile system in the event of repair, replacement, or disposal of their
Factory Integration Services	
Image Load	Image installed in manufacturing and tested for compatibility with Lenovo hardware
Verification	Complete functionality and stability testing against client supplied image
First Boot	Execute deployment steps at factory to reduce attended desk side time
Image Creation	Lenovo ITC will build a complete imaging solution using customer provided applications
Smart Image	Smart image ensures you have compatibility across Lenovo hardware and your Windows image in a single dynamic imaging solution
Custom Bios	BIOS settings - EX. Password protect, Enable or disable options, change boot
Asset Tag and Etching	Factory Asset Tagging saves time and provides detailed asset information for importation into your asset management system/Add laser etching to showcase your logo and further reduce the risk of theft
Professional & Managed Services [1]	
Automated Deployment Services	Complete automation of image deployment & user configuration
Asset Recovery Services	Helps to mitigate the environmental and data security risks associated with end-of-life asset disposal regardless of brand or model
Deployment Services	ex. Installation of new CPU and monitor (if applicable), Removal of deployment related dunnage, Join to company domain and migrate user settings and credentials

[1] For any professional or managed services not included on the Commercial Price List or require a Statement of Work, the prices for such services purchased under this Master Agreement will be as mutually agreed upon by both Vendor and Procuring Eligible Organization and as set forth in a Vendor quote or an applicable Statement of Work or negotiated agreement.

**ATTACHMENT A**  
**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](http://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).

#### 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](http://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.

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 A]

**ATTACHMENT B**  
**Warranty Service Information (Servers and Storage Products)**

**1 GENERAL**

If a defect in material or workmanship is discovered in a Machine during the warranty period, warranty service may be obtained by contacting Lenovo or a Lenovo approved service provider (a "**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. The performance of warranty service is subject to the following: (i) the time Customer's request for service is received; (ii) Machine technology and redundancy; and (iii) availability of parts. Customer should contact their local Lenovo representative, or the Service Provider performing services on behalf of Lenovo, for country and location specific information.

**1 TYPES OF WARRANTY SERVICE**

**2 Customer Replaceable Unit ("CRU") Service**

Under "CRU Service", the Service Provider will provide replacement CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with each Machine and are available from Lenovo at any time upon request. Each CRU is designated either as "Tier 1" (mandatory) or "Tier 2" (optional). Customer is responsible for the installation of all Tier 1 CRUs. If Service Provider installs a Tier 1 CRU at Customer's request, Customer will be charged for the installation. Customer may install a Tier 2 CRU or request Service Provider to install it, at no additional charge, under the type of warranty service designated for Customer's Machine. Customer may find a list of CRUs and their designation in the publication that ships with the Machine or at [www.lenovo.com/CRUs](http://www.lenovo.com/CRUs). Any requirement to return a defective CRU to Service Provider will be specified in the materials shipped with the replacement CRU. When such return is required by Service Provider: (1) return instructions and a container will be shipped with the replacement CRU; and (2) Customer may be charged for the replacement CRU if Service Provider does not receive the defective CRU within fifteen (15) days of Customer's receipt of the replacement CRU.

**3 CRU and On-site Service**

At Lenovo's discretion, Customer will receive CRU Service or Service Provider, will repair the defective Machine at Customer's location and verify its operation. Customer must provide suitable working area to allow disassembly and reassembly of the Machine. The area must be clean, well lit and suitable for the purposes of repair. Some repairs may need to be completed at a Service center. If so, the Service Provider will send the Machine to the Service center at its expense.

**4 CRU and Courier or Depot Service**

At Service Provider's discretion, Customer will receive CRU Service or Customer will disconnect the defective Machine and make it available for collection arranged by Service Provider. Service Provider will provide Customer with a shipping container for return of Customer's Machine to a designated Service center. A courier will pick up Customer's Machine and deliver it to the designated Service center. After repair or exchange, Service Provider will arrange the return delivery of the Machine to Customer's location. Customer is responsible for installation of the Machine and verification of its operation.

**5 CRU and Customer Carry-In or Mail-In Service**

At Service Provider's discretion, Customer will receive CRU Service or Customer will ship (prepaid unless Service Provider specifies otherwise) the defective Machine suitably packaged to a location designated by Service Provider. After Service Provider has repaired or exchanged the Machine, Service Provider will make it available for collection by Customer. In the case of Mail-in Service, Service Provider will return the Machine to Customer at Service Provider's expense, unless Service Provider specifies otherwise. Customer is responsible for installation of the Machine and verification of its operation.

**6 CRU and Machine Exchange Service**

At Service Provider's discretion, Customer will receive specified CRU Service or Service Provider will initiate shipment of a replacement Machine to Customer's location. Customer must pack the defective Machine into the shipping container that contained the replacement Machine and return the defective Machine to Service

Provider. Transportation charges, both ways, shall be paid by Service Provider. Customer may be charged for the replacement Machine if Service Provider does not receive the defective Machine within fifteen (15) days of Customer's receipt of the replacement Machine. Customer is responsible for installation of the Machine and verification of its operation.

## 7 SERVICE LEVELS

The Service levels specified below are only objectives for response time and not to be construed as guarantees. The specified Service level may not be available in all locations worldwide. Charges may apply outside Service Provider's normal Service area. Response times are based on local standard business days and working hours. Unless otherwise specified, all responses are measured from the time the customer contacts Service Provider for problem determination until Service Provider has resolved the problem remotely or scheduled a date for service. Same Business Day Warranty Service (SBD) is based on local standard business days and working hours. Next Business Day Warranty Service (NBD) is on commercially reasonable efforts basis.

Customer is encouraged to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in an increased Service level response time due to resource requirements.

1. Next Business Day (NBD), 9X5
2. Same Business Day (SBD), 9X5
3. Same Day (SD), 24X7

## 8 SERVICE PROVIDER CONTACT INFORMATION

In Canada or the United States: call 1-800-426-7378

In Europe, Middle East, Africa, Asia Pacific, and Latin America countries: contact Lenovo in that country or visit the Lenovo Internet website: <https://support.lenovo.com/us/en>.

[End of Attachment B]