

ThinkPlus™ ThinkPad Protection and ThinkPad Protection BASIC Services Agreement

IMPORTANT NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH LENOVO (CANADA) INC. (“LENOVO”) WILL PROVIDE SERVICES TO YOU. PLEASE REFERENCE THE APPROPRIATE COVERAGE LEVEL IN THE “CONDITIONS OF SERVICE” SECTION TO ASSURE YOU ARE READING THE COVERAGE LEVEL THAT MATCHES YOUR SERVICE LEVEL PURCHASE (EITHER THINKPAD PROTECTION OR THINKPAD PROTECTION BASIC). LENOVO WILL PROVIDE THIS SERVICE TO YOU ONLY IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT AND COMPLETE THE ACTIVATION PROCESS. IF YOU ARE UNABLE OR UNWILLING TO ABIDE BY THE TERMS AND CONDITIONS HEREIN, DO NOT COMPLETE THE ACTIVATION PROCESS.

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

WHAT THIS AGREEMENT COVERS

This **ThinkPlus** Services Agreement (called the “Agreement”) its activation process and its supported product list are the complete and exclusive agreement regarding your acquisition of the following ThinkPlus Services (called “Service”) for Lenovo Products and replace any prior oral or written communications between you, your Lenovo reseller or Lenovo regarding such acquisition.

This Service as provided by Lenovo, an approved service provider, or your reseller, if authorized to perform this service, is designed to keep your Products in, or restore them to, conformance with their specifications. We reserve the right to inspect a Product within one month from the activation date of this Service. If the Product is not in an acceptable condition for Service, we will notify you, terminate coverage, and refund the money you paid for this Service.

Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. **NOTE: When this service is purchased separate from and subsequent to system purchase there will be a 30 day period prior to any claim for repair being made. Lenovo also reserves the right to inspect the system prior to processing registration when this service is purchased separate from and subsequent to system purchase.** ThinkPad Protection Services will be provided only in the country of acquisition for Products identified in the supported product list. **YOU ACTIVATE THIS SERVICE BY FOLLOWING THE ENCLOSED ACTIVATION PROCESS.**

WHAT THESE SERVICES COVER

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

Coverage:

This Agreement covers Product components installed in your Lenovo notebook at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of Product purchase, and other componentry that Lenovo includes as a standard feature with the Product. **THIS AGREEMENT DOES NOT COVER:** normal wear and tear, batteries, light bulbs, memory disks, wire connections, AC adapter, carrying case, stylus pen, docking station, port replicator, external keyboard, mouse, printer,

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scanner, external drives, software (preloaded or purchased separately), tape, CDs, DVDs, film or other media, external modem, external speaker, monitor, external mouse or other input/output devices, any other components not internal to the peripheral Computer Device, optional features not installed by Lenovo at the time of Product purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo or any product previously repaired by an unauthorized technician or user.

Under this Service, Lenovo, or an Authorized Business Partner, will repair or, if in our sole discretion we decide it necessary, replace the Product if it experiences operational or structural failures resulting under normal operating conditions and handling due to liquid spills on the keyboard, unintentional drops and bumps of the Product, an electrical surge that damages the Product's circuitry, or the failure of the integrated LCD screen.

The terms and conditions of your Products warranty and any applicable warranty extensions are provided in a separate agreement and are not part of this Agreement.

Notification Process:

Call our PC Support line at 1-800-565-3344. Our representative will verify your plan's coverage. They will assist you in determining the hardware problem. If your Product needs repair, the necessary arrangements will be made for your Product to be couriered to our Lenovo service depot. Alternatively, you may contact a Lenovo Authorized Service Provider for service.

Availability in Canada:

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

Conditions of Service:

THINKPAD PROTECTION: THE COVERAGE PERIOD SHALL BEGIN ON THE WARRANTY START DATE OF THE COVERED PRODUCT AND WILL EXPIRE AT THE END OF THE TERM SPECIFIED IN YOUR INVOICE OR AFTER A SINGLE REPLACEMENT.

NOTE: When this service is purchased separate from and subsequent to system purchase there will be a 30 day waiting period prior to any claim for repair being made. Lenovo also reserves the right to inspect the system prior to processing registration when this service is purchased separate from and subsequent to system purchase.

THINKPAD PROTECTION BASIC: THE COVERAGE PERIOD SHALL BEGIN ON THE WARRANTY START DATE OF THE COVERED PRODUCT AND WILL EXPIRE AT THE END OF THE TERM SPECIFIED IN YOUR INVOICE OR AT THE TIME OF A COMPLETED A SINGLE REPAIR OR A SINGLE REPLACEMENT.

NOTE: When this service is purchased separate from and subsequent to system purchase there will be a 30 day waiting period prior to any claim for repair being made. Lenovo also reserves the right to inspect the system prior to processing registration when this service is purchased separate from and subsequent to system purchase.

THINKPAD PROTECTION AND THINKPAD PROTECTION BASIC:

We agree to provide Service as described below:

- You may be asked to present your Invoices to confirm your entitlement to Service.
- To obtain Service, you must follow the problem determination and resolution procedures that were provided with your Product.
- If, after following those procedures, you are unable to resolve a problem with your Product, please call 1-800-565-3344 for problem determination assistance. Alternatively, you may contact a Lenovo Authorized Service Provider.

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- Repairs for ThinkPad Protection coverage will be performed in the following manner: If the Product requires Service, one of our technicians will make an initial diagnosis of your problem and will attempt to help you resolve it through the telephone. In most situations, this will be the fastest way to respond to problems with your Product.
- Some parts of Products are considered Customer Replaceable Units (CRUs). CRUs will be shipped to you for your replacement. All defective CRUs must be returned as specified within thirty (30) days.
- If we repair your Product, you understand and agree that we may replace original parts with parts from the original manufacturer, or a different one.
- We will pay all costs for Lenovo approved courier services.
- We will provide you instructions on how to return the Product identified on your invoice to a designated service center where we will perform repairs before returning the product to you. Lenovo is only responsible for loss of, or damage to, your Product while it is (1) in our possession or (2) in transit using our designated courier.
- If the required parts are available at the Lenovo depot, we will likely repair and return the Product to you within three (3) business days from the day we receive the Product at the service center.
- Your signature will be required on the courier's manifest to receive return of your Product. In addition to your other responsibilities under this Agreement, you agree to the following when obtaining Protection Service:
 - (a) cooperate with Lenovo's technicians;
 - (b) follow the packing and shipping instructions included with the shipping container; and
 - (c) return the Product through the courier we designate within twenty-one (21) calendar days of the day you receive the shipping carton. We are not responsible for damage, or risk of loss due to improper packing or use of a courier that we do not designate.

When provision of the Service involves the exchange of a Product or part, the item replaced becomes Lenovo's property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. A replacement Product or part may not be new, but will be in good working order and at least functionally equivalent to the item replaced. Before Lenovo replaces a Product or part, you agree to remove all features, parts, options, alterations, and attachments not under Service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

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

You agree to provide Lenovo with sufficient, free, and safe access to your facilities to allow Lenovo to fulfill our obligations.

WHAT THE SERVICES DO NOT COVER:

- PERIPHERALS (E.G., PRINTERS, SCANNERS, STYLUS PENS, EXTERNAL DRIVES, TAPE BACK-UP SYSTEMS) EVEN IF THESE ARE SOLD BY LENOVO.
- THIRD PARTY PRODUCTS (THOSE NOT BEARING THE LENOVO LOGO) EVEN IF THESE ARE SOLD BY LENOVO;
- COSMETIC DAMAGE THAT DOES NOT AFFECT THE PERFORMANCE OF THE SYSTEM
- PARTS DESIGNED TO BE REPLACED OR CONSUMED PERIODICALLY DURING PRODUCT USE (E.G., BATTERIES);
- DAMAGE FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY ANYONE OTHER THAN LENOVO OR OUR AUTHORIZED SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS AGREEMENT;
- DAMAGE FROM FIRE, FLOOD, SAND, DIRT, WEATHER OR OTHER EXTERNAL FACTORS;
- LOSS DUE TO THEFT
- ALL SOFTWARE, INCLUDING OPERATING SYSTEMS, APPLICATIONS, DEVICE DRIVERS, AND MICROCODE;
- CLEANINGS, ADJUSTMENTS, AND PREVENTATIVE MAINTENANCE;
- REPAIRS AND/OR PARTS NOT PROVIDED BY OR AUTHORIZED BY LENOVO;

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- DATA AND INFORMATION AND LOSS OF DATA AND INFORMATION;
- CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY;
- FAILURE TO FUNCTION AS A RESULT OF YOUR FAILURE TO PROVIDE ROUTINE AND PREVENTATIVE MAINTENANCE RECOMMENDED BY THE MANUFACTURER
- REACTIVATING PASSWORDS AND OTHER SECURITY MEASURES AFTER SERVICE IS COMPLETED;
- LOSS OF USE OF THE PRODUCT DURING THE PERIOD THAT IT IS NOT OPERATING OR DURING SERVICE;
- ACTIVITIES NECESSARY TO COMPLY WITH THE REGULATIONS OF ANY GOVERNMENT BODY OR AGENCY ARISING AFTER THE PURCHASE DATE;
- PARTS WHICH ARE ALTERED OR OTHERWISE MODIFIED BY ANYONE OTHER THAN US OR AN AUTHORIZED SERVICE PROVIDER
- ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- SOFTWARE, TAPE, DISKS, CDs, DVDs OR FILM DAMAGED BY MALFUNCTIONING PARTS;
- ITEMS STILL COVERED BY A MANUFACTURER'S WARRANTY REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY.
- IN THE EVENT YOUR LENOVO PRODUCT IS LOST OR STOLEN, THIS SERVICE IS NOT TRANSFERABLE TO ANOTHER UNIT.

CHARGES, PAYMENT, AND TAXES

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

LENOVO RETURN POLICY

You may cancel this Service within 30 days and obtain a refund or credit. To qualify for this refund (or credit, if appropriate), you must call Lenovo at 1-866-96-THINK (968-4465) within 30 days after the date Lenovo delivers the Service to you to obtain a return-authorization form.

LIMITED WARRANTY

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

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

LIMITATION OF LIABILITY

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. In each such instance, regardless of the basis on which you are entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Lenovo is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property, and 2) the amount of any other actual direct damages up to the charge for the Service that is the subject of the claim. This limit also applies to any of Lenovo's subcontractors and your reseller. It is the maximum for which Lenovo, its subcontractors and resellers are collectively responsible.

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

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LOST PROFITS OR SAVINGS) EVEN IF LENOVO, ITS SUBCONTRACTORS, OR YOUR RESELLERS ARE INFORMED OF THEIR POSSIBILITY.

GENERAL

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

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

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

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

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

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

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

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

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

Both you and Lenovo consent to the application of the laws in the Province of Ontario to govern, interpret, and enforce all of your and Lenovo's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

ACTIVATION PROCESS

Upon purchase of this Service, you or your Authorized Reseller on your behalf will receive an activation email from Lenovo. It is your responsibility to ensure your service contract is accurately registered or you may not receive service in a timely fashion. The email will include an activation form that needs to be completed and returned to Lenovo via email at thinkpls_ca@lenovo.com within 30 days of purchase.