



NOW, THEREFORE, in consideration of the mutual covenants and promises herein recited and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Agreement for Services Including Maintenance

3. Acceptance and Term

Customer accepts the terms in this Agreement and Transaction Documents by: (i) signing this Agreement or Transaction Document (by hand or electronically); (ii) using the Eligible Product or Service, or allowing others to do so; or (iii) making any payment for an Eligible Product or Service.

Any dates are estimates unless specified otherwise in a Transaction Document. The Services described in this Agreement shall be provided for the period specified in the Transaction Document or renewal thereof notwithstanding the Term of the Agreement

4. Sales through Business Partners

Customer may purchase Services through a business partner authorized to resell Services by Lenovo ("Business Partner"). In such cases, the Business Partner establishes the price and terms under which it sells Lenovo Services, however, Lenovo will provide the Services as described in and subject to the terms in this Agreement and any associated Transaction Documents.

If a Business Partner is involved in a sale of Services, Lenovo and Customer shall include the Business Partner on any notices required hereunder.

In the event that Customer has purchased Services through a Business Partner that no longer offers such Services, Lenovo will use reasonable endeavors to notify Customer. In such an event, Customer may continue to receive the Services by instructing Lenovo to transfer administration of the Services to either: 1) another Business Partner; or 2) Lenovo under a direct relationship.

Lenovo is not responsible for: 1) any acts or omissions of Business Partners or their agents; 2) any obligations that Business Partners may have to Customer; or 3) any products or services that Business Partners supply to Customer.

5. Lenovo Responsibilities

When Customer purchases a Service, Lenovo shall provide the Service in accordance with the terms of this Agreement and the associated Transaction Documents.

6. Customer Responsibilities

When Customer purchases a Service, Customer agrees:

- a. to provide Lenovo with an inventory in which Customer shall identify all Eligible Products to be covered at each Specified Location and to notify Lenovo in writing whenever Customer moves, adds, or deletes Eligible Products at an existing Specified Location or set up new Specified Locations;
- b. that when a Service includes Lenovo providing Customer with access codes to electronic diagnostic tools, information databases, or other Service delivery facilities, Customer will limit their use as authorized by Lenovo and only in connection with Eligible Products and Services identified in Transaction Documents;
- c. to provide Lenovo with the necessary information Lenovo requests which is related to its provision of the Services to Customer and to notify Lenovo of any subsequent changes to such information;
- d. to pay any communications charges associated with accessing or provisioning Services including but not limited to phone and internet connection charges, unless Lenovo specifies otherwise in writing;
- e. to use the information obtained under these Services only for the support of the information processing requirements within Customer's enterprise;
- f. to securely erase from any Machine that Customer returns to Lenovo for any reason all programs not provided by Lenovo with the Machine and data, including without limitation, the following: 1) information about identified or identifiable individuals or legal entities ("Personal Data"); and 2) Customer confidential or proprietary information and other data. In the alternative, Customer shall transform such information (e.g. by making it anonymous or encrypting



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it) that it no longer qualifies as Personal Data under applicable law. In no event shall Lenovo be responsible for loss of data or information on a Machine or Product or any parts thereof to which Lenovo may be provided access in the course of Services to be provided hereunder. Lenovo is not responsible for any programs not provided by Lenovo with the Machine or data contained in a Machine;

g. that Services may be performed onsite, remotely or at a Lenovo site in Lenovo's sole discretion. Any specific service level shall be mutually agreed between the parties. Customer also acknowledges that Lenovo may use resources (non-permanent legal residents and personnel in other markets) for delivery of Services;

h. to designate a project manager who will be Customer Point of Contact for all communications and will have the authority to act on Customer behalf in all matters. The Customer Point of Contact will provide a list of the key technical contacts with telephone and email contact information prior to the start of Services;

i. to provide an on-site contact during normal business hours at each Customer location with access to the buildings/rooms where the Service will be performed and any necessary security;

j. to provide a safe environment and full unrestricted access to all locations where the Service is to be performed; and

k. if Customer is making available to Lenovo any facilities, software, hardware or other resources in connection with Lenovo's performance of Services, Customer shall obtain any licenses or approvals related to these resources that may be necessary for Lenovo to perform the Services. Lenovo shall be relieved of its obligations that are adversely affected by Customer's failure to promptly obtain such licenses or approvals. Customer shall reimburse Lenovo for any reasonable costs and other amounts that Lenovo may incur related to Customer's failure to obtain these licenses or approvals.

7. Mutual Responsibilities

a. Each party will comply with applicable laws, regulations, ordinances, including but not limited to export and import laws and regulations, including those of the United States that prohibit or limit export of certain uses or to certain end users. Each party will cooperate with the other by providing all necessary information to the other, as needed for such compliance. Each party shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

b. Each party will assign personnel that are qualified to perform the tasks required of such party and shall be responsible for the supervision, direction, control, and compensation of such personnel.

8. Charges and Payment

Purchases through Lenovo: Customer prices are calculated taking into account Customer service selections including price protection option, payment option, and for prepayments, length of the prepay period. Any special pricing may be identified in a separate Transaction Document.

FOR EACH TRANSACTION CUSTOMER MAY SELECT ONE OF THE FOLLOWING PRICE PROTECTION OPTIONS. CUSTOMER SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION.

OPTION #1 ANNUAL - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

Lenovo may revise charges. However, any rate increase will not take effect until the next annual contract anniversary date. At the start of each transaction contract year, Customer will be invoiced at the charge rates that are then in effect and that invoice will serve as Customer notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will receive the price that applied for these at the previous annual contract anniversary date. Eligible Products and Services that become generally available during the contract period will be added at the price that applied on their initial availability date



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OPTION #2 FULL - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. Customer will receive the benefit of a price decrease for amounts which become due on or after the effective date of the decrease.

OPTION #3 PREPAY - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY

Since Customer has selected to prepay for the entire transaction contract period, Customer will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If Customer elects to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period). Customer must provide Lenovo written notification (at least one month prior to the start of the renewal period) to change the length of the contract renewal period.

Purchases through Business Partner: The Lenovo Business Partner sets the charges and terms governing those charges. The Lenovo Business Partner may impose an additional charge for some items or actions. The Lenovo Business Partner will advise if Customer will incur an additional charge or is entitled to a credit or refund. Customer shall make payments directly to the Lenovo Business Partner.

Lenovo may charge Customer directly for certain expenses Lenovo incurs in performance of a Service (e.g. actual travel and living expenses, out-of-pocket expenses) Lenovo will not incur these expenses without Customer's prior written approval.

FOR EACH TRANSACTION, THE FOLLOWING CHARGE ADJUSTMENT TERMS APPLY.

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting period; or
2. a Specified Location is affected by a change that results in additional costs (e.g. a change in tax rates), Eligible Machine type, or Service is added, deleted, or changed.

9. Renewal and Termination of Services

Lenovo will automatically renew Services unless Customer or the Lenovo Business Partner requests otherwise. The Schedule will specify the number of years (0 or greater) for which the Services have been renewed ("Renewal Contract Period"). Whenever this number is greater than 0, Lenovo will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, Lenovo will automatically renew the Services for same length periods unless Customer or the Lenovo Business Partner notifies Lenovo in advance of Customer's desire to change the length of the renewal. Customer, Customer's Lenovo Business Partner, or Lenovo can select not to renew by providing written notification (at least one month prior to the end of the current transaction contract period) to the others of its decision not to renew. Non-renewal notification sent to Customer by Lenovo or received by Lenovo from either Customer or Customer's Lenovo Business Partner will result in Lenovo ceasing to provide Customer the applicable Services at the end of the current transaction contract period.

In the case of renewals, charges are recalculated at the start of each renewal period. For purchases from Lenovo, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with Customer's contracted: a) Services; b) price protection option; and c) payment option.



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Termination: One of the following termination provisions will apply based on the length of the transaction contract period specified in the Schedule.

PROVISION #1 - ONE YEAR TRANSACTION CONTRACT PERIOD

Customer may terminate Services for an Eligible Product, on notice to Lenovo, if Customer permanently removes it from productive use within Customer enterprise. Otherwise, Services must be under a Services contract for at least one year. If Customer selects automatic renewals, Customer may terminate Services after the first full year of Service by providing Lenovo one month's written notice prior to the end of the then current transaction contract period. Customer will receive a credit for any remaining prepaid period associated with Services Customer terminates in accordance with this provision.

PROVISION #2 - MULTI-YEAR TRANSACTION CONTRACT PERIOD

Customer has committed to continue Services for multiyear transaction contract period. However, Customer may terminate Services for an Eligible Product, on notice to Lenovo, if Customer permanently removes it from productive use within Customer Enterprise. Otherwise, Customer may terminate Services after the first full year of Service by providing Lenovo one month's written notice. Customer will receive a credit for the remaining prepaid period associated with Services less one month's charges for each contract year initially committed by Customer.

10. Service Description and Exclusions

a. For all Services described below, details about (including but not limited to) Specified Location, Eligible Machine will be specified in a Transaction Document.

(i) Warranty Service Upgrade

Extending or upgrading the service level of limited hardware warranty. For Eligible Machines, Customer may select a service upgrade to the limited hardware warranty which may include additional months of services, increased service levels and committed response times. Customer may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will become part of Customer standard inventory count and will convert to maintenance Service at the same type of Service Customer selected for warranty Service upgrade.

A machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date. All Eligible Machines must be in good working order.

(ii) Post Warranty Service

For serialized Machines, Post Warranty Service is provided for Eligible Machines where either the Lenovo limited hardware warranty period has expired or the Warranty Service Upgrade has expired, whichever is applicable. Post Warranty Service is also available for Non-serialized Lenovo machines whose Lenovo limited hardware warranty has expired.

Eligible Products may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution.

A machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date. All Eligible Machines must be in good working order.

(iii) Keep Your Hard Drive - Multi Drive

Lenovo will modify Service for Machines to allow Customer to retain a defective hard drive that is replaced in the course of Service by Lenovo. If the Customer's reported problem requires the replacement of hard drive, a replacement will be supplied by Lenovo and the removed defective drive will be provided to Customer as Customer property for disposal by Customer. The applicable Schedule will identify the Eligible Machines by Specified Location, and period for which Customer has contracted for this Service. Eligible Machines must be under Lenovo limited hardware warranty or separately covered by Post Warranty Service with Lenovo.



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If Customer has selected Automatic Inventory Increase for Machines, that selection will also apply to this option except this Service will commence upon a Machines addition to inventory regardless of the Machines warranty status. Customer agrees to:

1. Identify a customer representative to receive the retained defective device from Lenovo;
2. Refrain from placing the defective device into productive use; and
3. Dispose of all retained devices in compliance with applicable environmental laws and regulations.

Lenovo is not responsible for the loss or disclosure of, or damage to, any data that may be contained on a removed defective device. Any removed device that is not returned to Customer will be Lenovo's property.

(iv) Remote Technical Support Service

Remote Technical Support Service is available for Eligible Products as may be identified in the Transaction Documents. The service delivers comprehensive remote support for servers, storage, operating systems and applications via a toll free number. Service is available for non-critical issues Monday to Friday, 9 hours per day (9x5), local hours, where available, excluding national holidays, and critical issues 24 hours per day, 7 days per week, 365 days per year (24x7x365)

11. Services do not cover the following and any request for such Service would incur additional charges

- (i) Accessories, supply items, consumables (such as batteries and printer cartridges), and structural parts (such as frames and covers);
 - (ii) Machines damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by Customer or a third party;
 - (iii) Alterations not authorized by Lenovo;
 - (iv) Failures caused by a third party product; or
 - (v) Service of a Machine on which Customer is using capacity or capability, other than that authorized by Lenovo
- (VI) Some devices (for example, fusion I/O devices and solid state devices), have read/write or wear limitations as documented in the hardware product specifications. When these devices have reached the wear limitations, they are not covered under maintenance Services unless such terms specifically identify the device by description and/or part number and describes the terms of support or maintenance coverage applicable to it

12. Warranty for Lenovo Services

Lenovo warrants that it performs each Service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement or a Transaction Document. Customer shall provide timely written notice of any failure to comply with this warranty.

THIS WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. 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 CUSTOMER.

Lenovo does not warrant uninterrupted or error-free operation of any Service or that Lenovo will correct all defects.

13. Limitation of Liability

13.1 In any action arising out of or related to Services, this Agreement or any Transaction Documents issued hereunder, neither party nor its affiliates, shall be liable to the other party or its affiliates 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) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) lost profits, business, revenue, goodwill or anticipated savings.

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13.2 The total liability of either party and its affiliates to the other party and its affiliates for all actions arising out of or related to a Schedule issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the amount paid or payable by Customer or its affiliate to Lenovo or its affiliate under the applicable Schedule.

13.3 The limits in Sections 13.1 and 13.2 also apply to Lenovo's subcontractors and suppliers and it is the maximum amounts for which Lenovo and its subcontractors and suppliers may be liable collectively.

13.4 The provisions of Sections 13.1, 13.2, and 13.3 shall not apply to Lenovo's obligations in Section 14 and Section 15 below.

14. Indemnification. If a third party claims that a Service provided by Lenovo caused bodily injury (including death); damage to real property; or damage to tangible personal property, Lenovo shall defend Customer against that claim at Lenovo's expense and pay all costs, damages and attorney's fees that a court finally awards, or that are included in a settlement approved by Lenovo, provided that Customer promptly notifies Lenovo in writing of the claim, and allows Lenovo to control, and cooperates with Lenovo in, the defense and any related settlement negotiations.

15. Intellectual Property Infringement Protection. If a third party claims that a Lenovo branded Service provided by Lenovo to Customer under this Agreement infringes that party's patent or copyright, Lenovo will defend Customer against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards against Customer or that are included in a settlement approved by Lenovo, provided that Customer: (i) promptly notifies Lenovo in writing of the claim; (ii) allows Lenovo to control, and cooperates with Lenovo in, the defense and any related settlement negotiations; and (iii) is and remains in compliance with Customer's obligations in this Section 15. The foregoing is Lenovo's entire obligation to Customer and Customer's exclusive remedy regarding any claim of infringement. If such a claim is made or appears likely to be made, Customer shall permit Lenovo, in Lenovo's sole discretion, to enable Customer to continue to use the Service; to modify it so that it is no longer infringing; or to replace it with a Service that is at least functionally equivalent. If Lenovo determines that none of these alternatives is reasonably available, Customer shall promptly provide a credit to Customer for the amount paid for the Service. Lenovo shall have no obligation regarding any claim based upon: (i) anything Customer or a third party on Customer's behalf provides which is incorporated into, or combined with, a Service; (ii) Lenovo's compliance with Customer's specifications or requirements; or (iii) infringement by a third party service alone.

16. General

16.1 Written communications, including notices to the receiving party's designated representative, are to be sent to the address (physical, e-mail or facsimile) specified in an applicable Attachment or Transaction Document. The parties consent to the use of electronic means and facsimile transmissions to send and receive communications in connection with our business relationship arising out of this Agreement, and such communications are acceptable as a signed writing.

16.2 Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement, in whole or in part, within the enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. Lenovo is also permitted to assign its rights to payments without obtaining Customer's consent. It is not considered an assignment for Lenovo to divest a portion of its business in a manner that similarly affects all of its customers.

Customer agrees not to resell any Service without Lenovo's prior written consent. Any attempt to do so is void.

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16.3 Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

16.4 Neither party grants the other the right to use its (or any of its enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.

16.5 Neither this Agreement nor any transaction under it creates an agency, joint venture, or partnership between Customer and Lenovo. Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.

16.6 Each party grants the other only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. The rights and licenses granted to Customer under this Agreement may be terminated by Lenovo if Customer fails to fulfill its applicable payment obligations.

16.7 Customer agrees that Lenovo may process the business contact information of Customer's employees and contractors and information about Customer as a legal entity (contact information) in connection with Lenovo products and Services or in furtherance of Lenovo's business relationship with Customer. This contact information may be stored, disclosed internally and processed by Lenovo and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described herein provided that any such party complies with applicable data privacy laws related to this processing. Where required by applicable law, Customer shall notify and obtain the consent of the individuals whose contact information may be stored, disclosed internally and processed.

16.8 Customer is responsible for selecting the Services that meet its needs and for the results obtained from the use of the Services, including Customer's decision to implement any recommendation concerning Customer's business practices and operations.

16.9 Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.

16.10 Neither party is responsible for failure to fulfill any non-monetary obligations relating to events beyond its control.

16.11 If any authority imposes a duty, tax, levy, or fee, excluding those based on Lenovo's net income, upon any transaction under this Agreement, then Customer shall pay that amount as specified in an invoice, unless Customer supplies exemption documentation. Additional taxes and tax related charges may apply if Lenovo personnel are required to perform Services outside their normal tax jurisdiction. Lenovo use commercially reasonable efforts to mitigate such additional tax and tax-related charges. Lenovo will inform Customer in advance if these additional charges apply and are payable by Customer.

17. Geographic Scope and Governing Law

17.1 The rights, duties, and obligations of each party are valid only in the United States except that all licenses are valid as specifically granted.

17.2 Both parties agree to the application of the laws of the State of New York to govern, interpret, and enforce all of Customer's and Lenovo's respective 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.

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

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

17.5 Any terms that by their nature extend beyond termination or withdrawal of a Service remain in effect until fulfilled and apply to respective successors and assignees.



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This Agreement, including its applicable Attachments and Transaction Documents, is the complete agreement regarding transactions by which Customer acquires Services from Lenovo. It replaces all prior or contemporaneous oral or written communications, representations, understandings, warranties, promises, covenants and commitments between Customer and Lenovo. In entering into this Agreement, including each Attachment and Transaction Document, neither party is relying on any representation that is not specified in this Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) shall be of no effect and are void.

Each party accepts, on behalf of its enterprise, the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically. Once signed, i) any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Services ordered under this Agreement are subject to it.

Insert Customer Name

Lenovo Global Technology (United States) Inc.

Customer

Lenovo

Alvord Unified School District

By: Sherri Kemp, Ed.D

By

Authorized signature:

Authorized signature:

Title: Assistant Superintendent

Title:

Name (type or print): Sherri Kemp

Name (type or print):

Date:

Date:

Customer number:

Enterprise number:

Agreement number:

Customer address:

Lenovo address:

Lenovo

8001 Development Drive

Morrisville, NC 27560

Attn:

Attn: Kathy O'Neil

Tel:

Tel 919 294 2862

Fax:

Fax 919 294 4987

E-mail address:

E-mail address: kaoneil@lenovo.com

After signing, please return a copy of this Agreement to the Lenovo address shown above.