



International License Agreement for Non-Warranted Programs

Part 1 - General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES, ON BEHALF OF ITSELF AND ITS ASSIGNEES AND SUCCESSORS IN TITLE, TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS:

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN “ACCEPT” BUTTON, OR USE THE PROGRAM; AND
- PROMPTLY RETURN THE UNUSED MEDIA AND DOCUMENTATION TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

1. Definitions

“**Authorized Use**” – the specified level at which Licensee is authorized to execute or run the Program. That level may be measured by number of users, millions of service units (“MSUs”), Processor Value Units (“PVUs”), or other level of use specified by Lenovo.

“**Lenovo**” – Lenovo Global Technology HK Limited or one of its affiliates.

“**License Information**” (“LI”) – a document that provides information and any additional terms specific to a Program. The Program’s LI is available at <http://www.lenovo.com/sla>. The LI can also be found in the Program’s directory, by the use of a system command, or as a booklet included with the Program.

“**Open source software**” – means any computer program, including any modification, improvement, derivative work, release, correction, govern by the terms and conditions of an Open source license.

“**Open source license**” license that gives you legal permission to freely use, modify, and share the Open source software and is

- (i) approved by the Open source Initiative (here after OSCI) principles defined in the following website: <https://opensource.org/osd> and/or
- (ii) certified by the OSI (cf. list of such licenses in <https://opensource.org/licenses/category>) and/or
- (iii) compliant with the free software foundation criteria and/or
- (iv) that requires the human readable source code of software to be made available to the public.

“**Program**” – the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys and documentation).

2. Agreement Structure

This Agreement includes **Part 1 - General Terms**, **Part 2 - Country-unique Terms** (if any), the LI and is the complete agreement between Licensee and Lenovo regarding the use of the Program. It replaces any prior oral or written communications between Licensee and Lenovo concerning Licensee’s use of the Program. The terms of Part 2 may replace or modify those of Part 1. To the extent of any conflict, the LI prevails over both Parts.

3. License Grant

The Program is owned by Lenovo or a Lenovo supplier, and is copyrighted and licensed, not sold.

Lenovo grants Licensee a nonexclusive license to 1) use the Program up to the Authorized Use specified in the invoice, 2) make and install copies to support such Authorized Use, and 3) make a backup copy, all provided that:

- a. Licensee has lawfully obtained the Program and complies with the terms of this Agreement;
- b. the backup copy does not execute unless the backed-up Program cannot execute;
- c. Licensee does not remove any copyright notices or other legends of ownership from any copy or

- partial copy of the Program;
- d. Licensee ensures that anyone who uses the Program (accessed either locally or remotely) 1) does so only on Licensee's behalf and 2) complies with the terms of this Agreement;
 - e. Licensee does not
 - i. use, copy, modify, or distribute the Program except as expressly permitted in this Agreement;
 - ii. reverse-assemble, decompile or disassemble the Program or reduce it to human-readable format except as expressly permitted by law without the possibility of contractual waiver or as expressly permitted by associated open source licenses;
 - iii. remove or conceal any product identification, proprietary, intellectual property or other notices in the Program;
 - iv. use the Program to perform services for third parties in a service bureau, managed services, commercial hosting services or similar environment
 - v. modify, adapt or create a derivative work of the Program;
 - vi. publish or provide any Program benchmark or comparison test results
 - vii. use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or 4) sublicense, rent, or lease the Program;
 - f. if Licensee obtains this Program as a Supporting Program, Licensee uses this Program only to support the Principal Program and subject to any limitations in the license to the Principal Program, or, if Licensee obtains this Program as a Principal Program, Licensee uses all Supporting Programs only to support this Program, and subject to any limitations in this Agreement. For purposes of this Item "f," a "Supporting Program" is a Program that is part of another Lenovo Program ("Principal Program") and identified as a Supporting Program in the Principal Program's LI. (To obtain a separate license to a Supporting Program without these restrictions, Licensee should contact the party from whom Licensee obtained the Supporting Program.)

This license applies to each copy of the Program that Licensee makes.

3.1 Trade-ups, Updates, Fixes, and Patches

3.1.1 Trade-ups

If the Program is replaced by a trade-up Program, the replaced Program's license is promptly terminated.

3.1.2 Updates, Fixes, and Patches

When Licensee obtains an update, fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in its LI. If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement. If the Program is replaced by an update, Licensee agrees to promptly discontinue use of the replaced Program.

3.2 Fixed Term Licenses

If Lenovo licenses the Program for a fixed term, Licensee's license is terminated at the end of the fixed term, unless Licensee and Lenovo agree to renew it.

3.3 Term and Termination

This Agreement is effective until terminated.

Lenovo may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement.

If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Program. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

4. Charges

Charges, if any, are based on Authorized Use obtained, which is specified in the invoice. Lenovo does

not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement or as specified by applicable law.

If Licensee wishes to increase its Authorized Use, Licensee must notify Lenovo or an authorized Lenovo reseller in advance and pay any applicable charges.

5. Taxes

If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on Lenovo's net income, then Licensee agrees to pay that amount, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount imposed.

6. Money-back Guarantee

If Licensee is dissatisfied with the Program for any reason and is the original Licensee, Licensee may terminate the license and obtain a refund of the amount Licensee paid for the Program, provided that Licensee returns the Program to the party from whom Licensee obtained it within 30 days of the invoice date. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program is returned within the first 30 days of the initial term. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

7. Program Transfer

Licensee may transfer the Program and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Program to another party and may not transfer any portion of 1) the Program or 2) the Program's Authorized Use. When Licensee transfers the Program, Licensee must also transfer a hard copy of this Agreement, including the LI. Immediately after the transfer, Licensee's license terminates

8. Open Source and Other Software

Portion(s) of the Software provided hereunder may be identified as being licensed under a particular open source license ("Open Source License"). To the extent that the terms of this Agreement conflict with the terms of such Open Source License, then the terms of such Open Source License shall control for such open source software. For clarity, in the event that all or any portion of the Software provided hereunder does not reference, or otherwise indicate, such Open Source License, this Agreement shall control.

9. No Warranties

SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, LENOVO MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSEE MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

THE DISCLAIMERS AND EXCLUSIONS IN THIS SECTION 8 ALSO APPLY TO ANY OF LENOVO'S PROGRAM DEVELOPERS AND SUPPLIERS.

MANUFACTURERS, SUPPLIERS, OR PUBLISHERS OF NON-LENOVO PROGRAMS MAY PROVIDE THEIR OWN WARRANTIES.

LENOVO DOES NOT PROVIDE SUPPORT OF ANY KIND, UNLESS LENOVO SPECIFIES OTHERWISE. IN SUCH EVENT, ANY SUPPORT PROVIDED BY LENOVO IS SUBJECT TO THE DISCLAIMERS AND EXCLUSIONS IN THIS SECTION 8.

10. Licensee Data and Databases

To assist Licensee in isolating the cause of a problem with the Program, Lenovo may request that Licensee 1) allow Lenovo to remotely access Licensee's system or 2) send Licensee information or system data to Lenovo. However, Lenovo is not obligated to provide such assistance unless Lenovo and Licensee enter a separate written agreement under which Lenovo agrees to provide to Licensee that type of technical support, which is beyond Lenovo's obligations in this Agreement. In any event, Lenovo uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, Lenovo may use Lenovo entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes Lenovo to do so.

Licensee remains responsible for 1) any data and the content of any database Licensee makes available to Lenovo, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Licensee will not send or provide Lenovo access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that Lenovo may incur relating to any such information mistakenly provided to Lenovo or the loss or disclosure of such information by Lenovo, including those arising out of any third party claims.

11. Limitation of Liability

The limitations and exclusions in this Section 11 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

11.1 Items for Which Lenovo May Be Liable

Circumstances may arise where, because of a default on Lenovo's part or other liability, Licensee is entitled to recover damages from Lenovo. Regardless of the basis on which Licensee is entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Lenovo's entire liability for all claims in the aggregate arising from or related to each Program or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that is the subject of the claim.

This limit also applies to any of Lenovo's Program developers and suppliers. It is the maximum for which Lenovo and its Program developers and suppliers are collectively responsible.

11.2 Items for Which Lenovo Is Not Liable

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

- a. **LOSS OF, OR DAMAGE TO, DATA;**
- b. **SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**
- c. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

11.3 Suppliers and Program Developers

The collective liabilities of Lenovo and its suppliers and Program developers are subject to the limitations of liability described in this Agreement. Such parties disclaim all liability for consequential or other indirect damages. Such parties are an intended beneficiary of these limitations and disclaimers and the limitations of liability for Lenovo and its suppliers and Program developers are not cumulative.

12. Compliance Verification

For purposes of this Section 12 (Compliance Verification), "ILAN Program Terms" means this Agreement (the "International License Agreement for Non-Warranted Programs" or "ILAN") and applicable amendments and transaction documents provided by Lenovo, including but not limited to any policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 12 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

12.1 Verification Process

Licensee agrees to create, retain, and provide to Lenovo and its auditors accurate written records, systemtool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the ILAN Program Terms, including, without limitation, all of Lenovo's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with ILAN Program Terms.

Upon reasonable notice, Lenovo may verify Licensee's compliance with ILAN Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to ILAN Program Terms. Such verification will be conducted in a manner that reasonably minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. Lenovo may use an independent auditor to assist with such verification, provided Lenovo has a written confidentiality agreement in place with such auditor.

12.2 Resolution

Lenovo will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the ILAN Program Terms. Licensee agrees to promptly pay directly to Lenovo the charges that Lenovo specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

13. General

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- b. For Programs Lenovo provides to Licensee in tangible form, Lenovo fulfills its shipping and delivery obligations upon the delivery of such Programs to the Lenovo-designated carrier, unless otherwise agreed to in writing by Licensee and Lenovo.
- c. 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.
- d. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- e. Licensee authorizes Lenovo Global Technology HK Limited and its affiliates (and their successors and assigns, contractors and Lenovo Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with Lenovo products and services, or in furtherance of Lenovo's business relationship with Licensee.
- f. 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.
- g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- h. Neither Licensee nor Lenovo is responsible for failure to fulfill any obligations due to causes beyond its control.
- i. Lenovo may assign this Agreement on written notice to Licensee;
- j. No right or cause of action for any third party is created by this Agreement, except as permitted under Subsection 11.3 (Suppliers and Program Developers) for purposes of giving Lenovo's suppliers and Program developers the benefit of the limitation on liability, nor is Lenovo responsible for any third party claims against Licensee, except as permitted in Subsection 11.1 (Items for Which Lenovo May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which Lenovo is legally liable to that third party.
- k. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or

function of the Program; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.

- i. Lenovo has signed agreements with certain organizations (called "Lenovo Business Partners") to promote, market, and support certain Programs. Lenovo Business Partners remain independent and separate from Lenovo. Lenovo is not responsible for the actions or statements of Lenovo Business Partners or obligations they have to Licensee.
- m. The license and intellectual property indemnification terms of Licensee's other agreements with Lenovo (such as the Lenovo Customer Agreement) do not apply to Program licenses granted under this Agreement.
- n. Both parties agree that all information exchanged is nonconfidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement;

14. Governing Law and Jurisdiction

14.1 Governing Law

Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee'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.

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

14.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

International License Agreement for Non-Warranted Programs

Part 2 - Country-unique Terms

For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

- Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);
- Americas country amendments to other Agreement terms;
- Asia Pacific country amendments to other Agreement terms; and
- Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

14.1 Governing Law

The phrase “the laws of the country in which Licensee obtained the Program license” in the first paragraph of 14.1 Governing Law is replaced by the following phrases in the countries below:

AMERICAS

- in **Canada**: the laws in the Province of Ontario;
- in **Mexico**: the federal laws of the Republic of Mexico;
- in the **United States**: the laws of the State of New York, United States;
- in **Venezuela**: the laws of the Bolivarian Republic of Venezuela;
- in **Brazil**, the laws of the Federative Republic of Brazil;

ASIA PACIFIC

- in **Brunei, Cambodia, Indonesia, Korea, Laos, Myanmar, Singapore, and Vietnam**: the laws of Singapore;
- in **Australia**: the laws of the State or Territory in which the transaction is performed;
- in **Hong Kong S.A.R and Macau S.A.R**: the laws of Hong Kong Special Administrative Region (“S.A.R”);
- in **Taiwan**: the laws of Taiwan;

EUROPE, MIDDLE EAST, AND AFRICA

- In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, the United Kindom, and Uzbekistan; Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea- Bissau, Ivory Coast, Lebanon, Lesotho, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, Namibia, New Caledonia, Niger, Reunion, Senegal, Seychelles, South Africa, Swaziland, Togo, Tunisia, Vanuatu, and Wallis and Futuna; the laws of Hong Kong, in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong S.A.R., without regard to its or any other jurisdiction’s conflict of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be brought exclusively in a court located in Hong Kong, S.A.R. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such a court, and waives any: (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court

does not have jurisdiction over such party. Without limiting the generality of the forgoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in a court sitting in Hong Kong, S.A.R., and to the service of process in connection with any such claims or disputes by the mailing thereof by registered or certified mail, postage prepaid to such party, at the address set forth in, or designated pursuant to, this Agreement. To the fullest extent permitted by law, each party hereby expressly waives (on behalf of itself and on behalf of any person or entity claiming through such party) any right to a trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement or the subject matter hereof. The "United Nations Convention on Contracts for the International Sale of Goods" does not apply to this Agreement.

- **in Estonia, Latvia, and Lithuania:** the laws of Finland;

14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified below:

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

AMERICAS

- In **Argentina:** the Ordinary Commercial Court of the city of Buenos Aires;
- in **Brazil:** the court of Rio de Janeiro, RJ;
- in **Chile:** the Civil Courts of Justice of Santiago;
- In **Colombia:** the courts located in Bogotá, D.C.;
- in **Ecuador:** the civil judges of Quito for executory or summary proceedings (as applicable);
- in **Mexico:** the courts located in Mexico City, Federal District;
- in **Paraguay:** the courts located in the city of Asunción;
- in **Peru:** the judges and tribunals of the judicial district of Lima, Cercado;
- in **Uruguay:** the courts of the city of Montevideo;
- in **Venezuela:** the courts of the metropolitan area of the city of Caracas;

ASIA PACIFIC

- in **Thailand:** the courts of Bangkok;
- in **Taiwan:** the courts of Taipei;
- in **Korea:** the courts of Seoul;

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified below. The provisions of this paragraph prevail over those of Subsection 15.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong S.A.R., without regard to its or any other jurisdiction's conflict of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be brought exclusively in a court located in Hong Kong, S.A.R. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such a court, and waives any: (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party. Without limiting the generality of the forgoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in a court sitting in Hong Kong, S.A.R., and to the service of process in connection with any such claims or disputes by the mailing thereof by registered or certified mail, postage prepaid to such party, at the address set forth in, or designated pursuant to, this Agreement. To the fullest extent permitted by law, each party hereby

expressly waives (on behalf of itself and on behalf of any person or entity claiming through such party) any right to a trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement or the subject matter hereof. The "United Nations Convention on Contracts for the International Sale of Goods" does not apply to this Agreement.

ASIA PACIFIC

■ In **Brunei, Cambodia, Korea, Indonesia, Laos, Myanmar, Philippines, and Vietnam:**

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

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

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

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

■ In **the People's Republic of China:**

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

■ In **India:**

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

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

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

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

AMERICAS COUNTRY AMENDMENTS

CANADA

The following replaces Item 1 in the first paragraph of this Subsection 11.1 (Items for Which Lenovo May Be Liable):

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

The following replaces Item 13.d:

Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

The following replaces Item 13.j:

No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is Lenovo responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by Lenovo's negligence for which Lenovo is legally liable to that third party.

The following is added as Item 13.m:

For purposes of this Item 13.m, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

- (1) General
 - (a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
 - (b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.
- (2) Security Safeguards
 - (a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
 - (b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
 - (c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
 - (d) Additional or different services required to comply with the Laws will be deemed a request for new services.
- (3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.
- (4) Access Requests
 - (a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
 - (b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
 - (c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.
- (5) Retention

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

(6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Licensees who are public bodies subject to public sector privacy legislation, this Item 13.n applies only to Personal Data made available to Licensee in connection with this Agreement, and the obligations in this section apply only to Licensee, except that: 1) section (2)(a) applies only to Lenovo; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

PERU

The following is added to the end of this Section 11 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and Lenovo intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

The following is added to the end of this Subsection 11.1:

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

UNITED STATES OF AMERICA

The following is added at the end of this Section 5 (Taxes)

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by Lenovo.

The following is added to Section 13 as Item 13.o:

- o. U.S. Government Users Restricted Rights - Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the Lenovo Corporation.

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

ASIA PACIFIC COUNTRY AMENDMENTS

AUSTRALIA

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when Lenovo invoices Licensee. If the rate of GST changes, Lenovo may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

Section 9 is deleted and replaced with the following:

The warranties specified this Section are in addition to any rights Licensee may have under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

THE BENEFITS GIVEN BY THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW.

We are required by the Australian Consumer Law to include the following statement:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The following is added to the first paragraph of Section 9 (No Warranties):

Although Lenovo specifies that there are no warranties Licensee may have certain rights under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation.

The following is added to Subsection 11.1 (Items for Which Lenovo May Be Liable):

Where Lenovo is in breach of a condition, warranty or consumer guarantee implied by the Competition and Consumer Act 2010, and Lenovo's liability is capable of being limited, then Lenovo's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods.

HONG KONG S.A.R, MACAU S.A.R, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

- (1) In **Hong Kong S.A.R**: "Hong Kong S.A.R"
- (2) In **Macau S.A.R**: "Macau S.A.R" except in the Governing Law clause (Section 14.1)
- (3) In **Taiwan**: "Taiwan."

INDIA

The following replaces the terms of Items 1 and 2 of the first paragraph of Subsection 11.1 (Items for Which Lenovo May be Liable):

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

The following replaces the terms of Item 13.g of Subsection 13 (General)

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

INDONESIA

The following is added to the last paragraph of Subsection 3.3 (Term and Termination):

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

The following is added as Item 13.o of Subsection 13 (General)

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

MALAYSIA

The word "SPECIAL" in Item 11.2b of Subsection 11.2 (Items for Which Lenovo is Not Liable) is deleted

NEW ZEALAND

The following is added to the first paragraph of this Section 9 (No Warranties):

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

The following is added to Subsection 11 (Limitation of Liability):

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

PEOPLE'S REPUBLIC OF CHINA

The following is added to Subsection 4 (Charges)

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

PHILIPPINES

The following replaces the terms of Item 11.2b of Subsection 11.2 (Items for Which Lenovo is Not Liable)

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

SINGAPORE

The words "SPECIAL" and "ECONOMIC" are deleted from Item 11.2b of Subsection 11.2 (Items for Which Lenovo is Not Liable).

The following replaces the terms of Item 13.j of Subsection 13 (General):

Subject to the rights provided to Lenovo's suppliers and Program developers as provided in Section 11 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN

The following sentences in Subsection 11.1 (Items for Which Lenovo May Be Liable) are deleted

This limit also applies to any of Lenovo's subcontractors and Program developers. It is the maximum for which Lenovo and its subcontractors and Program developers are collectively responsible.

EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

14. General

The following replaces Item 13.e:

- (1) **Definitions** – For the purposes of this Item 13.e, the following additional definitions apply:
 - (a) **Business Contact Information** – business-related contact information disclosed by Licensee to Lenovo, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. **Business Contact Personnel** – Licensee employees and contractors to whom the Business Contact

Information relates.

- (b) **Data Protection Authority** – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
 - (c) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
 - (d) **Lenovo Group** – Lenovo GT HK Limited its subsidiaries, and their respective Business Partners and subcontractors.
- (2) Licensee authorises Lenovo:
- (a) to process and use Business Contact Information within Lenovo Group in support of Licensee including the provision of support services, and for the purpose of furthering the business relationship between Licensee and Lenovo Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing Lenovo Group products and services (the “Specified Purpose”); and
 - (b) to disclose Business Contact Information to other members of Lenovo Group in pursuit of the Specified Purpose only.
- (3) Lenovo agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
- (4) Licensee authorizes Lenovo to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.