

Lenovo License Agreement

L505-0009-06-R2

This Lenovo License Agreement (the “Agreement”) applies to each Lenovo Software Product that You acquire, whether it is preinstalled on or included with a Lenovo hardware product, acquired separately, or downloaded by You from a Lenovo Web site or a third-party Web site approved by Lenovo. It also applies to any updates or patches to these Software Products. This license agreement does not apply to non-Lenovo software that’s either preloaded on or downloaded to your product. This Lenovo License Agreement is available in other languages at <https://support.lenovo.com/us/en/solutions/ht100141>.

Lenovo will license the Software Product to You only if You accept this Agreement. You agree to the terms of this Agreement by clicking to accept it or by installing, downloading, or using the Software Product.

If You do not agree to these terms, do not install, download, or use the Software Product(s).

- If You acquired the Software Product(s) and paid a license fee, return the Software Product to the party from whom You acquired it to obtain a refund or a credit of the amount You paid.
- If You acquired the Software Product(s) preinstalled on or provided with a Lenovo hardware product, You may continue to use the hardware product, but not the Software Product(s) covered under this Agreement.

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

“Open Source License” means a 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 OSI) 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 general public.

“Software Product” includes Lenovo computer software programs (whether preinstalled or provided separately) and related licensed materials such as documentation.

“You” and “Your” refer either to an individual person or to a single legal entity.

1. Entitlement

You must maintain Your original dated sales transaction document, such as a receipt, invoice or similar document, as Your proof of Your right to use the Software Product. The transaction document specifies the usage level acquired. If no usage level is specified, You may install and use a single copy of the Software Product on a single hardware product. Your transaction document also provides evidence of Your eligibility for future upgrades, if any. For Software Products preinstalled on, included with, or distributed at no charge for use on a Lenovo hardware product, Your hardware product sales transaction document is also the proof of Your right to use the Software Product.

2. License

The Software Product is owned by Lenovo or a Lenovo supplier, and is copyrighted and licensed, not sold. Lenovo grants You a nonexclusive license to use the Software Product when You lawfully acquire it.

You may a) use the Software Product up to the level of use specified in Your transaction document and b) make and install copies, including a backup copy, to support such use. The terms of this Agreement apply to each copy You make. You may not remove or alter any copyright notices or legends of ownership.

If You acquire the Software Product as a program upgrade, after You install the upgrade You may not use the Software Product from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Software Product (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not **a)** use, copy, modify, or distribute the Software Product except as provided in this Agreement or in any way that violates any applicable laws including but not limited to copyright laws; **b)** reverse assemble, reverse compile, or otherwise translate the Software Product except as specifically permitted by law without the possibility of contractual waiver; or **c)** sublicense, rent, or lease the Software Product.

Lenovo may terminate Your license if You fail to comply with the terms of this Agreement. If Lenovo does so, You must

destroy all copies of the Software Product.

Lenovo uses the System Update program to update Software Products on Your computer. By default, critical updates are downloaded and installed automatically. Updates are classified as critical when they are needed for the computer to function properly. Failure to install critical updates could result in data corruption or loss, a major system malfunction, or a hardware failure. For example, critical updates could include an update to the hard-disk-drive firmware, a BIOS upgrade, a device-driver fix, or a fix for the operating system or other preinstalled software. You can disable this automatic feature by changing the settings of the System Update program at any time.

3. Transferability

You may not transfer or assign the Software Product to any other party, except as permitted in this section.

Preinstalled Software Products are licensed for use only on the Lenovo hardware product on which they are preinstalled or included with and may be transferred only with that Lenovo hardware product. They may not be transferred independent of the Lenovo hardware product.

4. Open Source and Other Third Party Software Components and Products

Portion(s) of the Software Products and future updates and patches provided hereunder may include Open Source software licensed under a particular 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 applicable Open Source software. For the sake of clarity, for any portion(s) of the Software Products, which is not governed by such Open Source License, this Agreement shall control.

Some Lenovo Software Products and future updates and patches may contain third party components, which may include Microsoft Windows Preinstallation Environment. These third party components are provided to You under separate terms and conditions different from this Agreement, typically found in a separate license agreement or in a README (or similarly titled) file. The third party's license terms and use restrictions will solely govern the use of such components.

Third Party Software Products provided by Lenovo may be governed by the terms of this Agreement but are usually licensed by the Third Party under its own terms and conditions. Third Party Software Products that are not licensed by Lenovo are subject solely to the terms of their accompanying license agreements.

5. Software Product Specifications

The Software Product specifications and specified operating environment information may be found in documentation accompanying the Software Product, if available, such as a README or similarly titled file, or otherwise published by Lenovo.

6. Privacy

Please review the Lenovo privacy policy statement (<http://www.lenovo.com/privacy/software/>) that's associated with Your product. Depending on Your particular Lenovo device or software product, the Lenovo privacy statement is located at the point of activation and set-up and/or via "Settings".

7. Charges

Charges for the Software Product are based on the level of use acquired.

If You wish to increase the level of use, contact Lenovo or the party from whom You acquired the Software Product. Additional charges may apply.

If any authority imposes a duty, tax, levy or fee, excluding those based on Lenovo's net income, upon the Software Product, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Software Product from the date that You acquire it.

8. No Warranty

The Software Product(s) is provided to You "AS IS."

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, LENOVO MAKES NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE SOFTWARE PRODUCT OR TECHNICAL SUPPORT, IF ANY.

The exclusion also applies to any of Lenovo's developers and suppliers.

Suppliers or publishers of non-Lenovo Software Products may provide their own warranties. Lenovo does

not provide technical support, unless Lenovo specifies otherwise in writing.

9. Limitation of Liability

Circumstances may arise where, because of a default on Lenovo's part or other liability, You may be 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), except and to the extent that liability cannot be waived or limited by applicable laws, Lenovo is liable for no more than the amount of actual direct damages suffered by You, up to the amount You paid for the Software Product. This limit does not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Lenovo is required by law to be liable.

This limit also applies to Lenovo's suppliers and resellers. It is the maximum for which Lenovo, its suppliers and resellers are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, YOUR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. Consumer Rights

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. You may have additional consumer rights under applicable local laws, which this Agreement cannot change.

11. General

- a) 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.
- b) You agree to comply with all applicable export and import laws and regulations.
- c) Neither You nor Lenovo will bring a legal action under this Agreement more than two (2) years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

12. Dispute Resolution

If You acquired the Software Product in **Cambodia, Indonesia, Philippines, Vietnam or Sri Lanka**, disputes arising out of or in connection with this Software Product shall be finally settled by arbitration held in Singapore and this Agreement shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If You acquired the Software Product in **India**, disputes arising out of or in connection with this Software Product shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held 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. All arbitration proceedings shall be conducted, including all documents presented in such proceedings, in the English language, and the English language version of this Agreement prevails over any other language version in such proceedings.