

**Lenovo Data Center Group**

**Operational Guide for North America Contract Based Services**

Version 1.0

Last review July 2020

## Document Scope

This document is to be used as a reference for standard Services Agreements between a Customer and Lenovo. It defines the Service delivery characteristics and the available standard Maintenance options and combinations. This document applies to US (to include US territories: Guam, Puerto Rico, and U.S. Virgin Islands) and CA for Lenovo Global Technology Services ensuring consistent wording across countries in Service Agreements.

It should be noted that Service Agreements signed before the date of this Operational Guide may refer to Service Levels and descriptions which are no longer included in this updated version of the Operational Guide.

This document refers to contract based services sold via the Lenovo Services Contract System (LSCS) tool and is not for Part Number (SKU) Services. For Part Number based Services the Terms and Conditions at <https://support.lenovo.com/us/en/documents/ht116628> should be referenced.

This Operational Guide is not binding and shall only serve as information. Lenovo reserves the right to implement changes, if necessary.

## Table of Contents

<b>1. DOCUMENT HISTORY.....</b>	<b>4</b>
<b>2. DEFINITIONS.....</b>	<b>4</b>
<b>3. WARRANTY, MAINTENANCE AND SERVICE DEFINITIONS .....</b>	<b>5</b>
<b>4. CUSTOMER REPLACEABLE UNITS .....</b>	<b>9</b>
<b>5. SERVICE DELIVERY METHODS (SDM) .....</b>	<b>10</b>
<b>6. SERVICE HOURS .....</b>	<b>10</b>
<b>7. RESPONSE TIME DEFINITIONS .....</b>	<b>11</b>
<b>8. HANDLING OF A CUSTOMER SERVICE REQUEST .....</b>	<b>12</b>
<b>9. END OF SERVICE (“EOS”) SUPPORT.....</b>	<b>12</b>
<b>10. TERMINATION.....</b>	<b>12</b>
<b>11. AVAILABLE SERVICE OFFERINGS.....</b>	<b>12</b>

# 1. Document History

V1.0	07/16/2020	Lenovo initial version
------	------------	------------------------

# 2. Definitions

**Lenovo GLOBAL TECHNOLOGY SERVICES** means the Lenovo Global Technology Group Services Division.

**“Customer”** in this Operational Guide means the End User and Reseller (including distributors), as applicable.

**“Service”** means the performance of a task; the provision of advice or assistance; or access to a resource such as an information data base that Lenovo makes available to you under this Agreement.

**“Product”** means any Lenovo branded or third party Machine or Program for which Lenovo provides Services under this Agreement.

**“Machine”** means Lenovo branded or third party personal computers, server or storage devices and accessories. Machine does not include any Programs.

**“Program”** means Lenovo branded or third party computer software (whether pre-loaded or provided separately, installed subsequently, or otherwise) and related licensed materials such as documentation. Third party Programs are Programs licensed or sublicensed by a third party to you and distributed by Lenovo.

## 3. Warranty, Maintenance and Service Definitions

### 3.1 Warranty Service (WS)

The warranty Service (“Warranty Service”) for a given Machine type/model is determined by the Lenovo Product division from a predefined set of Warranty Service options. Each Warranty Service option is defined by a combination of:

- duration of Warranty Service: Expressed in months or years (Warranty Period)
- Service Hours per day and days per week
- applicable Service Delivery Method (SDM) of Warranty Service
- a type and level of response time target (e.g. a target onsite response time)

Only one Warranty Service option is available per Machine type/model. The eligibility of the Warranty Service is defined at the time of purchase for the Lenovo CSU Products and installation date for Lenovo Install Products. More information on Lenovo Machines warranties and license information is available at <https://datacentersupport.lenovo.com/us/en/solutions/ht503310>

### 3.2 Maintenance Post Warranty Services (PWS)

The Maintenance Service for a given Machine type/model is determined by Lenovo Data Centre Group Services Planning Group from a predefined set of Maintenance Service options. Each Maintenance Service option is defined by a combination of:

- Service Hours per day and days per week
- an applicable Service Delivery Method (SDM)
- a type and level of response time target (e.g. a target onsite response time)
- addition of Premier Support to another PWS
- addition of Your Drive Your Data (YDYD) also known as Hard Drive Retention to another PWS

Post Warranty Maintenance Service on a given Lenovo Product can only commence after the Warranty Service has expired.

Only one Maintenance Service option can be applied per Machine type/model at any given time.

### 3.3 Warranty Service Upgrade (WSU)

Warranty Service Upgrades are available to enhance the level of Service from the Warranty Service associated with the Machine type/model and can include single elements or a combination of:

- upgraded Service Delivery Method (SDM)
- higher levels of Service Delivery Response
- extended Service Hours
- addition of Premier Support to another WSU
- addition of Your Drive Your Data (YDYD) also known as Hard Drive Retention to another WSU

The Warranty Service Upgrade acquired for a given Lenovo Product must co-terminate on the same date as the Warranty Service of that Lenovo Product.

### 3.4 Premier Support or Premier Service

Premier Service provides an upgrade to the Remote Service elements provided to Customers on specific Premier entitled machines. It does not modify the underlying Hardware Service Upgrade, the On-site Service Delivery or Service Delivery Methodology. The additional features are:

- Access on a 24x7 basis (including holidays) for select countries and select languages to remote Lenovo Customer service and support of Lenovo Products.
- Access to a Premier Support consultant to act as single point of contact (“SPOC”) to address Customer reported issues to Lenovo. A SPOC means a person or department serving as the focal point or coordinator of information.
- Access to third-party collaborative software support on Lenovo solution where Customer has purchased third-party software as part of a Lenovo solution. If Customer opens a service request with Lenovo and Lenovo determines that the problem arises in connection with an eligible third-party vendor’s software commonly utilized in conjunction with Lenovo products covered by an active Lenovo warranty or maintenance contract, Lenovo will provide third-party collaborative software support under which Lenovo: (i) serves as a SPOC; (ii) contacts the third-party vendor on Customer’s behalf; (iii) provides problem determination information to third-party vendor; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible). To be eligible for third-party collaborative software support, Customer must have the appropriate active support agreements and entitlement directly with the respective third-party vendor. Once reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer’s problem. **LENOVO IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS’ PRODUCTS OR SERVICES.**
- Access to remote system analysis report on Customers’ Lenovo solution. Parties shall mutually agree on system requirements and access levels required to obtain system analysis report. Customers must provide systems information to Lenovo for remote system analysis report.

**Premier Support does not include:**

- Project management or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance.
- Remote system analysis report does not include remediation or resolution of any issues.

**Additional Premier Support Options are available at additional cost to include:**

- Support for SAP Environments
- Support for GFPS environments

Premier Support is provided by a dedicated, separate support process. Incidents need to be opened and tracked via the Premier Support Consultants not via the standard support procedures. Support details (country specific phone numbers and eSupport process) for machines which are covered by Premier support can be obtained by entering the machine details at the following url:

<https://datacentersupport.lenovo.com/us/en/supportphonenumberlist>

Premier support can only be added to a machine that also has Lenovo service coverage, it cannot be added to a machine which is only under warranty coverage or out of service coverage.

### ***3.5 Basic Hardware Installation***

This project based service covers the basic installation of hardware into a customer environment. The standard scope is:

- Scheduling the installation appointment for Customer
- Pre-Installation Checklist provided to Customer to prepare for installation service
- Technician arrives onsite removes product from box
- Visual inspecting for damage
- Installation of the product

- Physically connect equipment
- Power on racks and towers
- Update firmware and BIOS
- Clean up packaging materials
- Build or construct customer supplied Rack
- Install one or more support devices into the Rack
- Operation Verification

### ***3.6 Enterprise Software Support***

Enterprise Software Support makes it easy to get comprehensive assistance for a wide range of server operating systems and Microsoft® server applications. A single call to just one number connects you to extensive expertise for troubleshooting, problem resolution, assistance with documentation, and many other common questions. Around-the-clock availability for critical problems plus unlimited calls and incidents help customers address challenges fast, without incremental costs. Enterprise Software Support is an additional support service providing customers with software support on Microsoft, RedHat, and VMWare applications and systems

### ***3.7 Your Drive Your Data***

Your Drive Your Data (YDYD), otherwise known as ‘*Keep Your Hard Drive*’, drive retention, or HDDR is an additional option to another service upgrade.

Upon your request, Lenovo will modify its Service for Eligible Machines to allow you to retain a defective hard drive that is replaced in the course of Services by Lenovo. If your reported problem requires the replacement of hard drive, a replacement will be supplied by Lenovo and the removed defective hard drive will be provided to you as your property for disposal by you.

You agree to:

- identify a customer representative to receive the retained defective device from Lenovo;
- refrain from placing the defective device into productive use; and
- dispose of all retained devices in compliance with applicable environmental laws and regulations.

Eligible parts for Your Drive Your Data services are:

Hard Drives designed to operate in Hard Drive Bay, Solid State Drive designed to operate in Hard Drive Bay, Flash I/O Drive as add-on card and Flash memory module (Flash DIMM) and Lenovo Server USB flash keys

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.

### ***3.8 Technical Account Management (“TAM”)***

Lenovo provides Technical Account Management by an assigned single point of accountability. The technical account manager assigned by Lenovo provides consulting and post-sales life-cycle management on Lenovo products.

Standard offering covers:

- direct access to an assigned account manager, during business hours, who shall act as a single point of accountability for Customer
- escalation management for incident management issues
- face to face business review meetings with the customer either once (1) per quarter or on mutually agreed upon meeting frequency
- mutually agreed Customer support plan to cover all of Lenovo entitled products
- Customer account reporting
- recommendations in the areas of the Customer’s support service experience, service delivery metrics and desired service outcomes.

Described is the standard offering scope and it can be overridden based on the requirement which is documented in the statement of work.



## **4. Customer Replaceable Units**

### ***4.1 CRU Definition***

Customer Replaceable Units (CRUs) are Machine components which can be replaced by a non-technical person. Lenovo identifies CRUs as either Tier 1 or Tier 2. For Tier 1 CRUs, during the Warranty Period, unless stated otherwise, the Customer is responsible for replacing a failing CRU with a Lenovo supplied replacement CRU. If the Customer requests Lenovo to install the CRU, then this will be separately charged. For Tier 2 CRUs, the Customer may either install the CRU him/herself or request Lenovo to perform the installation at no additional charge. CRU information and replacement instructions are shipped with the Machine and are available from Lenovo at any time at the Customer's request.

CRU replacement by Lenovo under Maintenance Service depends on the Service Delivery Method selected by the Customer.

### ***4.2 CRU Warranty Service***

If the Machine cannot be fixed with the help of Lenovo remote support, and if the identified failing component is a mandatory Customer Replaceable Unit (Tier 1 CRU), Lenovo will ship a CRU to the Customer for replacement by the Customer. If Lenovo instructs the Customer to return the defective CRU then Customer is responsible for returning it to Lenovo in accordance with Lenovo's instructions. If Customer does not return the defective CRU, as per Lenovo instructions, within the indicated maximum timeframe after receipt of the replacement CRU, then Lenovo may charge the Customer for its cost and handling.

The same process is applicable for optional CRU (Tier 2 CRU) unless the Customer has requested Lenovo to Service via the warranty in place for the Machine.

A customer may purchase a "YourDriveYourData" offering or Hard Drive Retention Offering to avoid the requirement to return defined parts to Lenovo.

### ***4.3 CRU Warranty Upgrade or Maintenance Service***

If a Machine contains one or more Customer Replaceable Units then the Customer may select either a Service including CRU replacement by Lenovo or a Service where Customer is responsible for CRU replacement. If the Customer has elected to replace CRUs, then the Service Delivery Method assigned is defined as "limited" or "Parts Delivered". The delivery and return process is as described above under CRU Warranty Service.

## 5. Service Delivery Methods (SDM)

The following Onsite Service Delivery Methods (SDM) are available:

### **“Technician Installed” or “Tech Install” otherwise known as Lenovo Onsite Repair (IOR)**

If the Machine cannot be fixed with the help of Lenovo remote support, the repair activity is performed by a Lenovo representative at the Customer’s site.

Note: This Service includes replacement of CRU components, Tier 1 and Tier 2, by Lenovo.

### **“Parts Delivered” otherwise known as Lenovo OnSite Repair Limited (IOL)**

Service is the same as Lenovo On-site Repair (IOR) above with the exception that the Customer is responsible for replacement of Tier 1 CRUs and may optionally request Lenovo to install Tier 2 CRUs.

The Lenovo representative will replace non-CRU parts at the Customer’s site.

## 6. Service Hours

Service Hours define Lenovo’s operational hours during which Maintenance or Warranty Service support is provided to the Customer according to the entitled Service Level. Independent of the defined Service Hours, the Customer is able to place a Service request 24x7 either by voice or electronically, however Lenovo will only action this Service request during the applicable Service Hours.

Service Hours are based on the time zone of the country/geography where the Machine is located. The Service Hours, starting and finishing, times may vary by country due to local customs. Country Details are provided at the end of this document.

Premier Support (remote) is available 24x7 in all countries where Premier is announced for entitled machines. Premier support is in local language during office hours in selected countries. Contact your Lenovo Seller or see [www.lenovo.com](http://www.lenovo.com) for details.

## 7. Response Time Definitions

A response time specifies the duration of a Service response. The response time provides the Customer with an indication of the average duration for standard Services.

The response time is calculated within the applicable Service Hours for the Service, irrespective of Customer's call time.

Note: Provision of these services is dependent on the availability of service parts.

### 7.1 Response Time Types

For a given Service Delivery Method one or more of the following response time types can apply:

**Contact Time (CNT)** is the period of time between when the Customer's Service request is registered in Lenovo's "Call Management System" and when the Customer is contacted by a qualified representative as a first step of problem determination or resolution.

**On-site Response Time (ORT) - of Service representative and parts** is the period of time between the Customer's Service request registration in Lenovo's "Call Management System" and the Service representative arriving at the Customer's location for repair/exchange where the agreed action plan determines that an onsite response or courier is required. **Depending on the Response Objective (see section 7.2) there may be an additional period required for Problem Determination which typically lasts 2 hours. If not specified otherwise then this is the default Response Time type.**

**Parts Arrival Time (PAT)** is the period of time between the Customer's Service request registration in Lenovo's "Call Management System" and the arrival of the part, required to restore the defective Machine to working condition, at the Customer's Machine location.

### 7.2 Response Time Objectives

**Response Time Objectives need to be understood in conjunction with the Service Delivery Method as detailed in Section 5.**

**Target Response Time:** Target Response Times indicate the average duration of a Service response. Target Response Times are expressed in business days as follows:

- **SD:** Same Day (previously SBD) \*
- **NBD:** Next Business Day
- **2BD:** Second Business Day
- **x Hours:** The number of Hours after Problem Determination has completed, and Action Plan agreed.

Target Response Times depend on the time the Service request is registered. For all Service requests placed by the Customer, the Latest Call Registration (LCR) applies and indicates the latest time at which Lenovo can register a call in order to achieve the Target Response Time.

(\*) When a SD Response Time target is combined with 24x7 Service Hours (refer to section 6), calls will be served with an average of six (6) hours response after their registration in Lenovo's "Call Management System".

It should be noted that average targets are set for guidance only and that actual times will vary by complexity of Service request.

### **7.3 'Simplified Portfolio' Descriptions**

Some Services may additionally be described using Simplified Portfolio descriptions. These include Foundation, Essential and Advanced. These terms do not alter the underlying service levels, service hours or service delivery methodology attached to the service and are only marketing descriptions.

## **8. Handling of a Customer Service Request**

A Service request received by Lenovo is recorded in the Lenovo "Call Management System" and after verification of Service entitlement against contracted Service, routed to the appropriate "Support Centre".

Lenovo will perform problem determination remotely. The Customer is required to work with Lenovo during problem determination and to perform those activities that Lenovo may request. The objective of problem determination is to identify whether the problem resides with the Lenovo Machine covered by the contracted Service or with other Machines or software Programs. If the problem determination result is that the failing Machine is covered by the contracted Service, then repair Service will be started in accordance with the contracted Service Level.

## **9. End Of Service ("EOS") Support**

Some of the products may have a limited life span or commercial use. Lenovo might not be able to provide specific services SLA under contract during the entire term of the contract. Lenovo announces the end of service ("EOS"). For machines under contract Lenovo sends a three months prior written notice. For such products Lenovo will provide the services using "Best effort" approach". If Lenovo is unable to provide services and solve the problem for EOS products, the relevant product will be withdrawn from the services contract without further obligations of the parties. Lenovo will inform you of such a withdrawal.

## **10. Termination**

Either Party can terminate a contract or withdraw individual machines upon prior written notice to the other party.

Termination reasons are split into two groups. There are different specific termination rules that apply for every group.

- A. Termination for cause
- B. Termination for convenience

For a termination or withdrawal, you will pay Termination fee. Charges will be calculated based on duration of a contract and period when termination or withdrawal is done.

For any unused service of a prepaid period you will receive a prorated refund.

## **11. Available Service Offerings**

Service Offerings are described with a combination of Service Delivery Method, Service Hours and Response Time.

Not all offerings are available in all countries and geographic limitations may apply. Please contact your Lenovo Seller or Business Partner for further details or refer to the Services Availability Locator Tool \*.

\*Coverage limited - [Services Availability Locator Tool](#)

<b>Country</b>	<b>24x7 Remote (Full Shift)</b>	<b>9x5 NBD Onsite Support</b>	<b>24x7 Onsite Support</b>	<b>Premier Support</b>
<b>United States</b>	Remote support 24 hours a calendar day, 7 days a week including national holidays	8 hours a business day, 5 days a week, excluding national holidays	24 hours a calendar day, 7 days a week including national holidays	Advanced remote support 24 hours a calendar day, 7 days a week including national holidays
<b>Canada</b>	Remote support 24 hours a calendar day, 7 days a week including national holidays	8 hours a business day, 5 days a week, excluding national holidays	24 hours a calendar day, 7 days a week including national holidays	Advanced remote support 24 hours a calendar day, 7 days a week including national holidays
<b>Puerto Rico</b>	Remote support 24 hours a calendar day, 7 days a week including national holidays	8 hours a business day, 5 days a week, excluding national holidays	24 hours a calendar day, 7 days a week including national holidays	N/A
<b>Guam</b>	Remote support 24 hours a calendar day, 7 days a week including national holidays	8 hours a business day, 5 days a week, excluding national holidays	N/A	N/A
<b>US Virgin Islands</b>	Remote support 24 hours a calendar day, 7 days a week including national holidays	8 hours a business day, 5 days a week, excluding national holidays	N/A	N/A