



Warranty Service Self-Maintainer Agreement (Level - 2 Std Program)

This Warranty Service Self-Maintainer Agreement ("Agreement") is entered into by and between **Jefferson County Public Schools** ("Customer") and **Lenovo (United States) Inc.** ("Lenovo"). Under this Agreement, Customer may perform Warranty Service on Lenovo branded hardware products that Customer owns or leases from Lenovo or a Lenovo reseller for its own internal use and not for purposes of resale subject to the following terms.

1. Definitions

Customer Replaceable Unit ("CRU") means a Service Part that is designed to be replaced by Customer.

Date of Installation means the date on Customer's sales receipt or invoice unless Lenovo or a Lenovo reseller informs Customer otherwise.

Field Replaceable Unit ("FRU") means a Service Part that is designed to be replaced by a Lenovo-approved service provider.

Initial Term means a one-year period beginning on the date this Agreement is signed by Lenovo

Machine means a Lenovo hardware product and its options and accessories.

Renewal Term means any one-year renewal period entered into pursuant to section 3 of this Agreement.

Service Part means a part or subassembly of a Machine that has an identification number assigned by Lenovo. A Service Part may also be referred to as an FRU or a CRU.

SMSC means Lenovo's Service Management Support Center located at <http://smmc.lenovo.com/>.

SSG means the Warranty Service Support Guide located on Lenovo's SMSC website.

Term means the Initial Term and Renewal Terms, if any.

Warranty Period for a Machine means the specified, fixed period of time commencing on the date of purchase.

Warranty Service means repair and exchange service for a defective Machine.

Warranty Service Self-Maintainer Program means the program that authorizes Customer's employees to perform certain Warranty Services on certain Lenovo products under this Agreement.

2. Authorization and Scope

2.1 Under this Agreement, Customer is authorized to perform Warranty Service on Lenovo branded hardware products that Customer owns or leases and that are entitled to warranty service during the applicable Warranty Period under the Lenovo Limited Warranty (base warranty terms and conditions located at <https://pcsupport.lenovo.com>) and includes the warranty service upgrades of: 1) Keep Your Drive (KYD); 2) Accidental Damage Protection (ADP); and 3) Onsite (base warranty) and the base warranty extensions.

2.2 Customer is not authorized to perform: 1) Premier Support; 2) Premium Care; 3) CRU to FRU; 4) Advance Exchange (AI); or 5) Sealed Battery Extensions. For warranty claims related to these service products, Customer shall contact Lenovo directly to request repair of the applicable device in accordance with the applicable service terms and conditions.

Note: When WSM performs a base warranty repair on a serial number entitled to any of these offerings, the portal will allow the part request if the machine is under warranty. However, Lenovo will reimburse the repair at base warranty rates.

For Premier Support and Premium Care, please note that software troubleshooting and imaging support are provided exclusively by Lenovo, as these services are not supported under the WSM program.



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2.3 Lenovo Machines eligible for self-maintenance under this Agreement are limited to: 1) Lenovo Think branded notebooks, desktops, and tablet products; 2) Lenovo IDEA branded notebooks, desktops, and Chromebooks. Lenovo reserves the right to change the eligible Machines at any time and will post any changes on <http://smc.lenovo.com/>. server products, smart devices, Android tablets or Smart Hubs are not eligible for self-maintenance under this Agreement.

2.4 Lenovo does not provide spare service parts or parts stock management under this Agreement.

3. Renewal

Customer may renew this Agreement for a Renewal Term provided that (a) no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable: Lenovo receives the annual renewal fee as specified in Section 4 below; (b) Customer maintains a minimum of two thousand (2,000) Machines available for Warranty Service at all times during the Term of this Agreement; and (c) meets the performance criteria required under Section 6.3 of this Agreement.

4. Fees and Payment

Lenovo Account team has agreed to cover the cost for initial location for the Customer Jefferson County Public Schools,, in the amount of one thousand dollars (\$1000). Customer shall pay a startup fee for each subsequent repair location in the amount of one thousand dollars (\$1000) and the annual renewal fee of two hundred and fifty dollars (\$250), per repair location. Customer shall pay such fee(s) within forty-five (45) days after receipt of Lenovo's invoice. Lenovo may increase fees upon thirty (30) days written notice, prior to the start of another Term. Fee increases will not occur after customer has been invoiced. If any authority imposes a duty, tax, levy, or fee, excluding those based on Lenovo's net income, upon any transaction under this Agreement, Customer shall pay that amount as specified in Lenovo's invoice or furnish exemption documentation to Lenovo.

5. Changes to the Warranty Service Self-Maintainer Program

Lenovo may modify the terms of the Warranty Service Self-Maintainer Program upon thirty (30) days notice to Customer (such notice may be provided by email or on the SMC website). In such event, Customer may terminate this Agreement on thirty (30) days written notice to Lenovo. In the absence of receiving such a notice of termination from Customer within thirty (30) days from the date of Lenovo's notice, Customer shall be deemed to have accepted the changes to the Warranty Service Self-Maintainer Program as set forth in Lenovo's notice.

6. Customer's Responsibilities

Customer shall:

- 6.1 complete the Warranty Self-Maintainer enrollment processes, including submitting all related documentation (including without limitation all of Customer's employee service technicians and repair locations) and completing all required training courses and sending copies of training certificates of completion to Lenovo, within sixty (60) days of Customer's execution of this Agreement. If Customer does not complete all steps of the enrollment process within such sixty (60) day period, this Agreement will be terminated.
- 6.2 ensure that Warranty Services are only performed by service technicians who are employees of Customer and not a contractor, sub-contractor or other third party. Customer acknowledges and agrees that it is not authorized to use the



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Warranty Service Self-Maintainer Program as an educational tool to teach individuals how to repair computers. Prior to performing Warranty Service, such employees shall: a) have completed the Lenovo Warranty training courses and the applicable product-specific training course(s); and b) it is recommended to have the A+ Certification (A+ Certification is a computer industry standard testing program sponsored by CompTIA, the Computer Technology Industry Association). Warranty Service work cannot be performed by a contractor, sub-contractor or other third party unless approved in writing in advance by Lenovo.

- 6.3 meet the performance metrics criteria found in the SSG. The SSG may be modified after notice thereof by Lenovo (such notice may be provided by email or on the SMSC website). Access to Lenovo's SMSC website shall be granted after Customer's enrollment in service provider program. The Warranty Service Self-Maintainer Program is intended to be Customer's sole means for Warranty Service during the applicable Warranty Period. Should Customer use other Lenovo Warranty Services for repair of entitled Lenovo Machines, such as Onsite repair or Lenovo Depot repair, Customer's performance metrics may be affected, as determined and communicated by Lenovo. Failure of Customer to comply with performance metrics may result in suspension or termination of the Agreement in accordance with Section 12.4 of this Agreement.
- 6.4 ensure Warranty Service is performed a) only with Service Parts as specified by Lenovo on the Lenovo support website located at <https://support.lenovo.com/us/en/>, or parts information within the Lenovo Warranty Processing Service Portal; and b) in accordance with the Warranty as found on the Lenovo support website.
- 6.5 not perform Warranty Service and submit warranty claims for cosmetic repairs (i.e., the degree of physical damage that impairs the appearance of the Machine, but not its functionality) under this Agreement.
- 6.6 maintain the capability to provide Warranty Service by: a) maintaining access to the electronic technical information service library on the SMSC and support websites in accordance with Lenovo's instructions; and b) use only Lenovo-identified Service Parts in the performance of Warranty Service.
- 6.7 validate all warranty claims through the Lenovo Warranty Processing Service Portal to ensure Warranty Service is performed only: a) on Machines in accordance with Lenovo's SSG and other guidelines; b) within the scope and terms of this Agreement; and c) within the applicable Warranty Period.
- 6.8 remove all confidential and / or personally identifiable information from any Machine, hard disk drive or solid-state drive before returning it to Lenovo, its agents or service providers; and
- 6.9 submit all warranty claims within fifteen (15) calendar days of the Machine failure using the Lenovo Warranty Processing Service Portal provided by Lenovo. All claims must be supported in accordance with the following:
 - (a) Required Entry Fields:
 - (i) Reseller (Self-Maintainer) Information
 - (ii) Administrator Information
 - (iii) Trained Technician Information
 - (iv) Machine Type, Model and Serial Number
 - (v) Service Date, Service Location, Service Type, Service Performed
 - (vi) Service Part Number
 - (vii) Failure Code and Complete Failure Description
 - (viii) Customer (Company User) Information
 - (b) Required Verification

Prior to filing a claim, Customer shall verify the Machine type/serial number is within its Warranty Period and possesses the appropriate warranty coverage(s) for the service required by using The Lenovo Warranty



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Processing Service Portal or by submitting a copy of the original Proof of Purchase (POP) from Lenovo or a Lenovo reseller showing:

- (i) Machine purchase date or Date of Installation; and
- (ii) Machine type/serial number and description.

6.10 keep its company/organizational records up to date in Lenovo's systems. Examples of information that must be kept current includes (but is not limited to) Customer's:

- (a) mailing address
- (b) Service Team member names
- (c) email address; and
- (d) tax certificates

7. Recordkeeping and Review

Customer shall maintain access to warranty claim information for a period of three (3) years from the date of the warranty claim submission. Lenovo may review and retain copies of records related to this Agreement and all warranty claim information once per year. Additional reviews may be conducted if cause is found. Any review will be conducted at a mutually agreeable site, during normal business hours and in a manner intended to minimize disruption to Customer's business. Lenovo may use an independent auditor to conduct such reviews. Customer shall refund to Lenovo any amounts paid by Lenovo for invalid warranty claims.

8. Lenovo Responsibilities

Lenovo shall:

8.1 provide technical support through the Lenovo Helpcenter at 800-426-7378 (Think) and 877-453-6686 (Idea);

8.2 process Customer's valid warranty claims on Lenovo Machines.

8.3 reimburse Customer for labor at the established reimbursement rates as listed in the SSG, adjusted for servicer's quarterly performance metric results, on a per incident basis for valid warranty claims on Lenovo Machines, where applicable. Adjusted reimbursement rates based on quarterly performance metric results are determined by Lenovo as follows:

- (i) Upon joining the Self-Maintainer Program, all new customers are paid at 70% of the published base labor rates for the first quarter of enrollment.
- (ii) Performance Metric Results are reviewed each quarter. Performance requirements may be found in the SSG on the SMSC website, as referenced in Section 6.3 of this Agreement.
- (iii) For the first quarter of enrollment, If the servicer's performance metrics fall below the minimum standards, your base labor payment will remain at 70% for the following quarter. If your performance metrics meet or exceed the minimum requirements, you will receive 100% of the labor rate for the following quarter. Beyond this period, your labor rate will be adjusted quarterly, as described above, based on your performance metric results from the prior quarter.

8.4 provide replacement Service Parts for Customer's valid warranty claims. Replacement Service Parts provided by Lenovo may not be new, but shall be in good working order and at least functionally equivalent to the replaced Service Part. Replacement Service Parts shall be warranted for the balance of the Warranty Period remaining on the Lenovo Machine;



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8.5 pay shipping charges for replacement Service Parts Lenovo ships to Customer and for replaced, defective Service Parts Customer ships back to Lenovo. Lenovo will charge Customer for replaced, defective Service Parts, if not returned within thirty (30) days as Lenovo specifies; and

8.6 make available to Customer: a) Lenovo service training for Customer's service technicians; and b) electronic copies of Lenovo service materials and service information.

9. Non-Warranty Service Parts

Customer may purchase Service Parts for non-warranty repairs from Lenovo for Lenovo Machines. These Service Parts may only be used for servicing Lenovo Machines that Customer owns and are located within Customer's enterprise. Customer may not sell Service Parts to a third party. Lenovo Service Parts purchased for non-warranty repairs outside the scope of the Warranty Service Self-Maintainer Program are subject to the terms and conditions of a separate sales agreement from Lenovo or from a Lenovo reseller.

10. Independent Contractors

At all times relevant to this Agreement, Lenovo and Customer shall be independent contractors and nothing herein shall create the relationship of employer/employee, principal/agent, partners or joint venturers as between Customer and Lenovo. Customer shall not assume or create any obligation on behalf of Lenovo. Customer shall bear full and sole responsibility for the acts and omissions of Customer's employees and agents relating to Warranty Service that it performs under this Agreement.

11. Limitation of Liability

In any action arising out of or related to this Agreement, neither Lenovo nor Customer shall be liable for any of the following whether informed of their possibility or not and whether arising in contract, tort, (including negligence) or otherwise: 1) loss of, or damage to, data; 2) special, incidental, exemplary, indirect, punitive or consequential damages; 3) loss of profits, business, revenue, goodwill or anticipated savings; and 4) any amount in excess of the greater of \$100,000 or the price of any Service Parts or services provided to Customer under this Agreement. This limitation shall not apply to any action for fee payments or refunds under this Agreement. This term shall survive the expiration or termination of this Agreement.

12. Agreement Termination

12.1 Either party may terminate this Agreement for any reason on thirty (30) days written notice to the other.

12.2 Either party may terminate this Agreement if the other party fails to comply with any of its terms and fails to cure any such non-compliance within thirty (30) days of written notice thereof.

12.3 Discovery by Lenovo of fraudulent activity by Customer in its performance as a Warranty Self-Maintainer will result in immediate termination and forfeiture of any labor reimbursements due in addition to any other remedies available to Lenovo.

12.4 In the event that Customer does not meet the performance criteria specified under Section 6.3 of this Agreement, Lenovo may terminate Customer's participation in the Warranty Service Self-Maintainer Program by providing thirty (30) days' written notice to Customer.

12.5 Any terms of this Agreement which expressly or by their nature survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.



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13. General

- 13.1 Customer shall be solely responsible for the Warranty Service that it performs and results thereof.
- 13.2 Lenovo and its affiliates may process, and store contact information and other business-related information received from Customer, including names, phone numbers, and e-mail addresses; and use it in connection with this Agreement.
- 13.3 This Agreement, including any other referenced terms and conditions incorporated herein form the sole and complete understanding of the parties regarding the subject matter hereof, and together supersede and replace all prior or contemporaneous agreements and understandings, whether written or oral, between the parties regarding the subject-matter of this Agreement. Any terms contained in any written communication from Customer to Lenovo shall not be a part of this Agreement.
- 13.4 Neither party may bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.
- 13.5 Customer may not assign or otherwise transfer this Agreement or Customer's rights or obligations hereunder, without prior written consent from the Lenovo Warranty Self Maintainer Program Manager which may be withheld in his or her sole discretion.
- 13.6 This Agreement shall be governed by the laws of the State of North Carolina, without regard to its conflicts of laws principles. Any action to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in a state or federal court in Wake County, North Carolina. Both parties hereby irrevocably submit to the personal jurisdiction of any such court.
- 13.7 Unless otherwise required by mandatory provision of applicable law, any reproduction of this Agreement, or any amendment, attachment, or supplement hereto, made by reliable means shall be deemed an original for all purposes.



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This Agreement shall be void if not signed by both parties within three (3) months of the Preparation Date below.

By the signature of its authorized representative below, each party hereby agrees to the terms of this Agreement effective as of the date of the signature of Lenovo's authorized representative.

Agreed to
Jefferson County Public Schools

By _____
Authorized Signature

Name:
(type or print)

Date:

Customer address:

Agreed to **Lenovo (United States) Inc.**

By _____
Authorized Signature

Name:
(type or print)

Date:

Lenovo address:
8001 Development Drive, Bldg 7
Morrisville, NC 27560
US

Preparation Date:

After signing, please return a copy of this Agreement to the Lenovo address shown above or via email at wsmsupport@lenovo.com.



Confidentiality and Non-Disclosure Agreement (Mutual)

In order to enter into discussions related to a potential sales relationship (the "**Purpose**"), Lenovo (United States) Inc. and its Affiliates ("**Lenovo Company**") (an "**Affiliate**" of a party means any entity which directly or indirectly controls, is controlled by or is under common control with such party) and Jefferson County Public Schools and its Affiliates ("**Company**"), agree to share Confidential Information under the conditions contained in this agreement (this "**Agreement**").

Each party may disclose (as "**Discloser**") or receive (as "**Recipient**") Confidential Information under this Agreement.

1. This Agreement is effective on August 25, 2026 (the "**Effective Date**") and will continue to remain in effect for a period of one (1) year from the Effective Date, unless terminated earlier as set forth herein. This Agreement shall automatically renew in subsequent one (1) year terms, unless terminated earlier as provided herein. Either party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other party. Recipient's obligations under this Agreement will continue for two (2) years after the earlier of receipt of the Confidential Information or termination or expiration of this Agreement.

2. "**Confidential Information**" means all proprietary non-public information disclosed or made available by Discloser to Recipient and its employees, officers, directors, partners, shareholders or authorized third-parties ("**Representatives**") on or after the Effective Date in oral, visual, written, electronic or other tangible or intangible form, and all materials prepared by Recipient or its Representatives reflecting such information ("**Notes**"). Any information which Discloser intends to be treated as Confidential Information must be marked or otherwise identified as "Confidential", "Proprietary" or similar indication, or, shall be deemed "Confidential Information" if a reasonable person would understand the information to be confidential given the nature of such information and/or the circumstances surrounding its disclosure.

3. "Confidential Information" does not include information that Recipient can demonstrate (a) is, or becomes, generally available to the public through no wrongful act of, or breach of this Agreement by, the Recipient or its Representatives; (b) Recipient or its Representatives knew without restriction before receipt from Discloser; (c) Recipient or its Representatives received from a third party without a duty of confidentiality; or (d) Recipient or its Representatives independently developed without use of or reference to Confidential Information.

4. Recipient and its Representatives will (a) only use Confidential Information for the Purpose; (b) only share Confidential Information with Representatives who need to know for the Purpose and who have agreed in writing to protect and preserve the confidentiality of such disclosure on materially similar confidentiality terms no less restrictive than the terms herein; (c) not transfer Confidential Information to any country that would require an export license or similar government approval; (d) not acquire any other rights or licenses under this Agreement; and (e) upon Discloser's written request at any time, promptly return or destroy (and confirm such destruction in writing) all Confidential Information and Notes, other than electronic backups made in the ordinary course of business, *provided* that the terms of this Agreement will continue to apply to such backups as long as they are retained.

5. Recipient and its Representatives will protect Confidential Information with the same degree of care as it treats its own Confidential Information of like importance, which in no event shall be less than a reasonable standard of care. Recipient is responsible for any breach of this Agreement by its Representatives.

6. If Recipient or any of its Representatives is required by law, regulation or legal process ("**Law**") to disclose Confidential Information, Recipient or such Representative will (a) as permitted by Law, promptly notify Discloser and reasonably assist Discloser in any action to prevent or limit disclosure; (b) take reasonable steps to obtain assurances that Confidential Information will be treated as confidential; and (c) only disclose Confidential Information to the extent required by Law.

7. Neither party is restricted from independently developing or acquiring products without use of Confidential Information. Each party acknowledges that the other may develop or receive information from third parties that is similar to Confidential Information. Neither party represents that it will not develop products, concepts, systems or techniques contemplated by or embodied in the Confidential Information of the other party as long as it does not violate any of its obligations under this Agreement. "**Residuals**" means information that is retained, as general knowledge and experience, in the unaided memory of Recipient's employees who had access to Discloser's Confidential Information pursuant to this Agreement but who no longer have access to such Confidential Information. Any person who receives Confidential Information on behalf of either party may use Residuals for any purpose that does not violate the obligations of confidentiality set forth herein. A person's memory will be considered to be unaided if the person has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it. The foregoing does not grant to either party a license under the other party's copyrights, patents, or other intellectual property rights. The ability to use Residuals (a) is narrowly construed, (b) is intended only to alleviate the possibility of inadvertent breach of this Agreement as a result of routine, unaided memory retention, and (c) does not allow Recipient to use or disclose information known to Recipient to be Confidential Information that is subject to this Agreement.

8. The parties are independent contractors. This Agreement does not create any (a) agency, partnership, joint venture or other relationship between the parties or (b) obligation to provide Confidential Information or proceed with any transaction. Discloser makes no warranty as to the accuracy or completeness of the Confidential Information.

9. This Agreement is governed by the laws of the State of New York, excluding its conflict-of-laws principles. Any disputes related to this Agreement will be brought in a state or federal court in the State of North Carolina and each party waives objection to such jurisdiction and venue. All Lenovo Company confidential information, technical data, and prototypes are subject to the United States Export Administration Regulations. As such, the Recipient will ensure data is not exported, reexported, deemed exported or deemed reexported without first obtaining any and all export licenses or authorizations from the United States Department of Commerce's Bureau of Industry and Security, and otherwise comply with all other applicable United States export control laws and regulation. Each party acknowledges that irreparable harm may be caused by a breach of this Agreement and money damages may not be an adequate remedy. Either party may seek injunctive relief to enforce this Agreement without having to post a bond.

10. Neither party may assign or transfer this Agreement and must give prompt written notice to the other party upon a change of control. This Agreement is the parties' entire agreement on this topic and supersedes and replaces all prior agreements. Any amendments must be in writing signed by the parties. Failure to enforce any provision will not constitute a waiver. The parties may sign in counterparts. This Agreement may be electronically signed or accepted. If a part of this Agreement is held invalid or unenforceable, then that part will be enforced as much as possible, or removed, and will not affect the validity or enforceability of the other parts.

Each party has executed this Agreement as of the date set forth below.

Lenovo (United States) Inc.

Jefferson County Public Schools

Signature:

Name: Victoria Pawelkowski Snotherly

Title: Authorized Signatory

Date:

Signature:

Name: William Pierce

Title: Service Director

Date: