

# Technology Access Program for Lenovo Registered Partners (April 2007 - March 2008)

## Overview

### **The Offer**

Lenovo™ is pleased to announce the 2007 Technology Access Program (TAP) for Lenovo Registered Partners, effective April 1, 2007 through March 31, 2008.

### **Executive Summary**

Each quarter, authorized Lenovo Registered Partners may qualify to purchase between 1 to 6 Notebooks or Desktops with options at 35% off the published web price from an authorized Lenovo Distributor.

### **Start and/or end dates**

- April 2007 - March 2008

### **Who is eligible?**

- Registered Partners

### **Where is this Available?**

- This promotion is available in the United States and its territories

### **Eligible products**

- ThinkPad® Notebooks (including TopSeller)
- ThinkCentre® Desktops (including TopSeller)
- 3000 Notebooks
- 3000 Desktops
- Options and Visuals

The 2007 Technology Access Program for Lenovo Registered Partners offers eligible partners the ability to purchase ThinkPad notebooks, ThinkCentre desktops, 3000 notebooks, and 3000 desktops with options at a discount of 35% off the published web price for internal use which includes activities such as sales force automation, demonstration, development, and training purposes.

All eligible monitors and options must be ordered in conjunction with a system unit. No separate options orders will be eligible for rebates.

In order to participate in the 2007 Technology Access Program for Registered Partners, partners must have a valid Lenovo Location ID (LOCID). Additionally, purchases must be made through an authorized Lenovo Distributor.

---

## **Additional Information/Conditions**

---

### **Quantity Limits and Discount Information**

Your allocation of TAP units each quarter is based upon your purchases from an Authorized Lenovo Distributor in the previous quarter. By default, all Lenovo Registered Partners qualify for 1 unit per quarter. Incremental units

are earned for every \$10,000 of Lenovo product purchased in the previous quarter, up to a maximum of 6 TAP units per quarter. Additionally, Lenovo Direct revenue influenced through the 2007 Lenovo Influencer Program for Registered Partners qualifies towards attainment for incremental TAP units.

To find out how many units you qualify for, please contact your authorized Lenovo distributor.

*This announcement is provided for your information only. For additional information, contact your sales representative, call 800-426-4968, or visit <http://www.thinkpad.com>.*

The discount for the purchase of eligible TAP units is 35% off the published list price. A maximum of 5 options\* per system are entitled to the same 35% rebate.

\* No more than 1 monitor or 1 Lenovo projector can be used as part of the 5 options sold along with the system unit.

Eligible products are:

- ThinkPad Notebooks (including TopSeller)
- ThinkCentre Desktops (including TopSeller)
- 3000 Notebooks
- 3000 Desktops
- Options and Visuals

Ineligible products are:

- Lenovo ThinkPlus™ and Lenovo Care service upgrades

New partners may apply to become a Registered Partner by completing the form found at:

[http://www.pc.ibm.com/partner/us/bpapplic/lenovoreseller\\_app.html](http://www.pc.ibm.com/partner/us/bpapplic/lenovoreseller_app.html)

Once approved, a Location ID will be generated. All participants in the 2007 Technology Access Program for Lenovo Registered Partners will be required to provide their Location ID number (LOCID) when placing an order. Eligible partners must purchase desired products directly from an authorized Lenovo Distributor and submit a claim form to Lenovo Program Headquarters for the rebate amounts.

Qualifying products will be eligible to receive a rebate off Lenovo's published web price. The Registered Partner will be required to submit an electronic claim form in order to receive the appropriate rebate.

The rebate will be based on the Lenovo published web price at the time of receipt of the claim form at program headquarters.

All claim forms should be submitted to the Lenovo Program Headquarters at the address below.

<http://www.tappcproducts.com>

**How to File a Claim:** When purchasing from a Distributor and requesting a rebate, please complete the steps outlined below:

1. Complete the electronic Technology Access Program Request Form

<http://www.tappcproducts.com>

- Purchases will be validated via sales reporting provided by your Distributor.

2. Lenovo will issue a rebate check to the qualifying Lenovo Registered Partner within 6-8 weeks of receipt and approval of the Technology Access Request Form.

---

## Terms and conditions

---

- Qualifying products must be purchased and invoiced between April 1, 2007 and March 31, 2008. Request Forms must be submitted within 30 days after the

close of the quarter in which TAP units were purchased.

- For all purchases, it is the responsibility of the Registered Partner to ensure the Distributor captures the partner's LOCID at time of order.
- Lenovo reserves the right to exclude partners from participating in this program if they purchase TAP units and fail to meet a minimum of \$10,000 in purchases in subsequent quarters.
- System units, monitors and options are not eligible for price protection.
- System units, monitors and options are not to be combined with any other Lenovo special pricing or rebate programs.
- System units, monitors and options are to be shipped to the Partner LOCID address that has been used to place the order. Lenovo will not ship product to third party end-user on behalf of a Lenovo Registered Partner.
- System units and options may not be returned to Lenovo or the distribution channel.
- If for any reason Lenovo overpays a Registered Partner, the Registered Partner will reimburse Lenovo the overpaid amount.
- Lenovo may deduct amounts due Lenovo from future payments Lenovo makes to the Lenovo Registered Partner, or ask the Lenovo Registered Partner to pay amounts due Lenovo.
- Lenovo may recover fees paid to a Lenovo Registered Partner for an amount equal to Lenovo's loss or damage Lenovo suffers as a result of the Lenovo Registered Partner's breach of the terms of this program offering.
- Lenovo may suspend the payment of fees to a Lenovo Registered Partner pending legal, financial or contract compliance issues.
- System units and options purchased under this offering must be used for internal purposes for no less than 90 days from purchase. The system unit may not be sold to an end user during this time. If and when sold to an end user, the Registered Partner is responsible for complying with all laws and regulations governing the sale of such used equipment.
- This promotion is subject to modification or withdrawal at any time without prior notice by Lenovo.
- Offer is subject to availability of products.
- Only currently marketed Lenovo system units and options are eligible for this program.
- Only authorized Lenovo Registered Partners may participate in this program.
- The 2007 Technology Access Program for Lenovo Registered Partners is a marketing incentive program, and is subject to the terms outlined in this announcement letter.
- Lenovo further reserves the right to reject the transaction or disqualify the Lenovo Registered Partner should there be non-compliance with the terms and conditions of the program or the terms and conditions of any agreement between Lenovo and its Registered Partner.
- Lenovo may request additional information from a Lenovo Registered Partner to verify compliance with its program.

## **Liability**

- Circumstances may arise where, because of a default or other liability, one of us is entitled to recover damages from the other. In each such instance, regardless of the basis on which damages can be claimed, the following terms apply as your exclusive remedy and our exclusive liability.
- Lenovo is responsible for the amount of any actual direct loss or damage arising from our negligence or breach of this program offering, up to the total amount due under this program offering.
- Under no circumstances (except as required by law) is Lenovo, its subcontractors or Program developers, liable for third-party claims against a Registered Partner, even if informed of their possibility, or for any claims of loss of, or damage to, data or for special, incidental, or indirect damages, economic consequential damages, lost profits, business, revenue, goodwill or anticipated savings.
- In addition to damages for which a Registered Partner is liable under law and the terms of this program offering, a Registered partner will indemnify us for claims made against us by others (particularly regarding statements, representations, or warranties not authorized by us) arising out of a Registered Partner's conduct under this program offering, or as a result of their relations with anyone else.

Each Lenovo Registered Partner agrees to indemnify Lenovo in the event that Lenovo incurs damages arising from:

1. independent commitments made by a Lenovo Registered Partner not authorized by Lenovo;
2. a Lenovo Registered Partner's failure to comply with the Terms and Conditions of this program offering; or
3. a Lenovo Registered Partner's other conduct under this program offering.

If you materially breach any terms of this Lenovo Technology Access Program for Lenovo Registered Partners, Lenovo reserves the right to withhold payments and to take such further action, including, but not limited to, termination and indemnification.

## **Need help?**

For questions regarding the Lenovo Products Technology Access Program claim process, please contact Program Headquarters at: 1-800-492-8595.

## **Trademarks**

Lenovo and ThinkPlus are trademarks of Lenovo in the United States, other countries, or both  
ThinkPad and ThinkCentre are registered trademarks of Lenovo in the United States, other countries, or both  
Other company, product, and service names may be trademarks or service marks of others.