

lenovo Partner Network Agreement

We welcome you as a Lenovo Partner Network participant. The purpose of the Lenovo Partner Network program is to provide you with marketing, education and training and development support offerings related to Lenovo products and services.

The Lenovo Partner Network program is designed to support participants that sell or influence the sale of Lenovo products and services. All programs, offerings, benefits and membership levels and their associated terms, conditions and requirements will be specified on the Lenovo Partner Network web sites or in Lenovo announcements. You agree to meet and maintain the qualification requirements as we specify.

Section 1 - Agreement Structure

This Lenovo Partner Network Agreement, its Addenda and Attachments (such as those which include terms associated with certain benefits, terms that apply to a method of distribution and terms that apply to a product or service) and any related transaction documents (such as supplements or invoices), are the complete agreement (collectively, "the Agreement") regarding your participation in the Lenovo Partner Network program, and replaces any prior oral or written communication between us. If there is a conflict among the terms in the various documents, the terms of an Addendum or Attachment prevail over the terms of this Agreement, and the terms of a transaction document prevail over those of all documents. You accept the terms in an Addendum, Attachment or a transaction document as specified in the Addendum, Attachment or transaction document.

Section 2 - Electronic Communications

Each of us may communicate with the other by electronic means, and such communication is acceptable as a signed writing to the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "Lenovo ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

Section 3 - Our Relationship

Each of us agrees that:

1. both of us are independent contractors, and the Agreement is non-exclusive. Neither of us is a legal representative, legal agent, nor legally a partner of the other (for example, neither of us is responsible for debts incurred by the other), and neither of us is an employee or franchisee of the other, nor does the Agreement create a joint venture between us;
2. each of us is responsible for our own expenses regarding fulfillment of our responsibilities and obligations under the terms of this Agreement;
3. neither of us will assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized;
4. any terms of the Agreement, which by their nature extend beyond the date the Agreement ends, remain in effect until fulfilled;
5. Lenovo and entities within its enterprise are allowed to store, use and process contact information and other business-related information about you, including names, phone numbers, and e-mail addresses, in any country where they do business. Such information will be processed and used in connection with our business relationship, and may be provided to entities acting on our behalf to accomplish these purposes. We may also disclose such information where required by law, or have legal authorities to do so;
6. neither of us will bring a legal action against the other more than two years after the cause of action arose, unless otherwise provided by applicable law without the possibility of contractual waiver;
7. failure by either of us to insist on strict performance or to exercise a right when entitled does not prevent either of us from doing so at a later time, either in relation to that default or any subsequent one;
8. neither of us is responsible for failure to fulfill obligations due to causes beyond the control of either of us;
9. Lenovo may transfer, delegate, subcontract, or assign, in whole or in part, our obligations and rights under this Agreement. You may not delegate, subcontract or assign this Agreement, in whole or in part, without our prior written consent;
10. except as otherwise stated in the Confidential Information section of this Agreement, all other information exchanged between us is nonconfidential;
11. each of us will comply with all applicable laws and regulations, including those governing consumer transactions and export and import laws; and
12. this Agreement does not include our approval for you to market our products and services under reseller terms unless we specify otherwise in an Attachment.

Section 4 - Your Responsibilities

You agree:

1. to be responsible for customer satisfaction for all your activities;

2. that to participate in programs or receive benefits in any country, you must register and be accepted by the Lenovo organization for that country or that organization's designee. Not all programs offerings, benefits and membership levels are available in all countries;
3. to provide information to us, which we reasonably require (for example, information regarding your qualification for a program, offering, membership level or benefit);
4. if you provide any personally identifiable information to us or other entities about your customers, you are required to fulfill any notice or consent requirements that may apply before you disclose the information;
5. that when we provide you with access to our information systems, it is only in support of your activities under the Agreement. Programs we may provide to you for your use with our information systems, which are in support of such activities, are subject to the terms of their applicable license agreements, except you may not transfer them;
6. that you will not offer or make payments or gifts (monetary or otherwise) to anyone for the purpose of wrongfully influencing decisions in favor of Lenovo, directly or indirectly. Lenovo may terminate the Agreement immediately in case of 1) a breach of this clause or 2) when Lenovo reasonably believes such a breach has occurred or is likely to occur; and
7. to give us prompt written notice (unless precluded by law or regulation) of any material change in the information you provide to participate in the Lenovo Partner Network program.

Section 5 - Trademarks

The Partner Network Trademark Licensing Addendum to this Agreement available on this web site will govern your use of certain Lenovo trademarks. Under the terms of the Addendum, you may utilize certain Lenovo trademarks under license from Lenovo in your marketing of Lenovo products and services.

Section 6 - Charges and Payment Terms

You agree to pay the applicable charges we specify, if any, associated with a benefit you select. Amounts are due upon receipt of invoice and payable as specified in an invoice or transaction document. You agree to pay accordingly, including any late payment fee.

If any authority imposes a duty, tax, levy, or fee, excluding those based on our net income, upon any transaction under this Agreement, then you agree to pay that amount.

Section 7 - Change in Terms

We may change the terms of the Agreement by giving you one month's notice. However, we may change the terms relating to security at any time. We will notify you if there are changes to the Agreement. Changes will be provided by posting them, or the Agreement with the changes incorporated, on the Lenovo Partner Network web sites. You agree to check the Web site for changes, once notified. Additional or different terms in any written communication from you are void.

Section 8 - Confidential Information

Each of us agrees that the terms of this section apply to confidential information (Information) specified below identified as "Confidential" when one of us ("discloser") discloses Information to the other ("recipient") under this Agreement:

1. information regarding prospects and customers;
2. unannounced products and services, and any related technical information;
3. business plans;
4. any of the following information you provide to us on our request:
 - reporting data;
 - customer satisfaction data;
 - financial data; and
 - sales information;
5. any information on a Lenovo Web site identified as "Confidential". We may identify such information as confidential either in writing or on the Lenovo Web site. Your access of such information is considered your agreement to accept it as confidential; and
6. any other information which we agree in writing and which is identified as "Confidential".

The recipient of the Information, for a period of two years from the initial date of disclosure, agrees to use the 1) same care and discretion to avoid disclosure, publication or dissemination of the discloser's information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and 2) discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the discloser.

The recipient may disclose Information within their enterprise and to any of its affiliates who have a need to know, and to any other party with the discloser's prior written consent, if there is a written agreement with the other party sufficient to require that party to treat the Information in accordance with this Agreement.

The recipient may disclose, publish, disseminate, and use Information that is 1) already in its possession without obligation of confidentiality, 2) developed independently, 3) obtained from a source other than the discloser without obligation of confidentiality, 4) publicly available when received, or subsequently becomes publicly available through no fault of the recipient, or 5) disclosed by the discloser to another without obligation of confidentiality.

The recipient may use in its business activities the ideas, concepts and know-how contained in the discloser's Information which are retained in the memories of recipient's employees who have had access to the Information under this Agreement

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The recipient uses Information provided by the discloser at its own risk.

Neither this Section 8 nor any disclosure of Information made under it grants the recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the discloser.

The receipt of Information pursuant to this Agreement will not preclude, or in any way limit, the recipient from 1) providing to others products or services which may be competitive with products or services of the discloser, 2) providing products or services to others who compete with the discloser, or 3) assigning its employees in any way it may choose.

Section 9 - Liability

You will indemnify us and our enterprise for third party claims arising out of your conduct under this Agreement.

In the event of a default in the performance of this Agreement, including fundamental breach, tort, negligence, or misrepresentation a) either party will only be liable to the other for any actual direct damages up to \$25,000 (or its equivalent in local currency) in the aggregate, and b) neither of us will be liable for any lost profits, business, revenue, goodwill or anticipated savings, special, indirect, incidental or for any economical consequential damages, even if advised of their possibility. These limitations will not apply to 1) your obligation to indemnify us for third party claims made against us arising out of your conduct under this Agreement, 2) any claim based on your breach of our intellectual property rights, including failure to use Trademarks in accordance with our guidelines, 3) your misrepresentation or fraud, particularly regarding statements, claims or warranties not authorized by us, and 4) any liability, including liability based on intent or gross negligence, which under applicable mandatory law may not be excluded or limited.

Section 10 - Ending the Agreement

Either of us may terminate the Agreement or any of its Addendums or Attachments, with or without cause, on one month's written notice. If the termination is for cause, the termination will be effective only if the cause is not cured during the one month notice period.

We both agree: 1) that if we permit you to perform certain activities after this Agreement ends, the obligations and responsibilities associated with the activities will be performed under the terms of this Agreement; and 2) any terms, obligations or responsibilities of this Agreement that by their nature extend beyond the end or termination of the Agreement remain in effect until fulfilled, and apply to both of us..

Section 11 - Geographic Scope

Certain benefits will be provided by Lenovo (Singapore) Pte. Ltd. under the terms of this Agreement and any applicable Addenda or Attachments. By your acceptance of this Agreement or benefit provided by Lenovo (Singapore) Pte. Ltd., you agree that this Agreement is between you and Lenovo (Singapore) Pte. Ltd. This Agreement and any applicable Addenda or Attachments are the complete understanding with respect to those benefits. The rights, duties and obligations of each of us under the terms of this Lenovo Partner Network Agreement, are valid in the countries listed on the Lenovo Partner Network website as Eligible Lenovo Partner Network Countries.

Other programs, offerings, benefits or membership levels may be provided to Lenovo Partner Network members by the Lenovo organization for a specific country, . You hereby agree that should you accept such benefits or participate in any programs or offerings, an agreement identical to this base Agreement (excluding its Addendums and Attachments) is, at that time, created and entered into between you and the specific Lenovo organization, (hereafter "Country Agreement"). The rights, duties and obligations of you and the Lenovo organization for that specific country under the Country Agreement are valid only in that specific country, unless specified otherwise by the Lenovo organization for that specific country.

In addition, you may receive certain benefits and other products and services under a separate agreement (not provided under terms of the Lenovo Partner Network Agreement) between you and the Lenovo organization for that country.

Section 12 - Governing Law

You are entering into this Agreement with Lenovo (Singapore) Pte. Ltd., a Singapore corporation. The laws of Singapore will govern, construe, and enforce all of the rights, duties, and obligations arising under, or relating in any manner to, the subject matter of this Agreement, notwithstanding any conflicts of law principles.

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.

You agree that Lenovo (Singapore) Pte. Ltd. or any entity in its enterprise may assign any rights or claims against you to any other entity in its enterprise and/or authorize any entity in its enterprise to bring any claims against you on its or their behalf. You agree to such assignments or authorizations. You further agree that under a Country Agreement, the laws and the jurisdiction of the courts of the country in which such entity is doing business will apply to govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to, the subject matter of the Country Agreement, except that in 1) Australia, the laws of the State or Territory in which the transaction is performed apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) France, Morocco and Tunisia, the Country Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of the Country Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) United Kingdom, the Country Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; 5) Canada, the laws in the Province of Ontario apply; 6) Argentina, jurisdiction will be in "the Ordinary Commercial Court of the city of Buenos Aires"; 7) Brazil, jurisdiction will be in "the court of the city of Sao Paulo, State of Sao Paulo"; 8) Chile, jurisdiction will be in "the Civil Courts of Justice of Santiago"; 9) Mexico, jurisdiction will be in "the courts located in Mexico City, Federal District"; 10) Venezuela, jurisdiction will be in "the courts of the metropolitan area of the city of Caracas and 11) the United States, the laws of the State of North Carolina apply. The application of the above referenced laws is without regard to applicable conflict of laws principles.

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