



## DIR-TSO-4119 Appendix D Master Services Agreement

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This Lenovo Master Services Agreement (“Agreement”) is made by and between \_\_\_\_\_, a \_\_\_\_\_ corporation with offices located at \_\_\_\_\_ (“Customer”), and Lenovo (United States) Inc., a Delaware corporation with offices at 1009 Think Place, Morrisville, North Carolina 27560 (“Lenovo”). Customer and Lenovo may be referred to collectively in this Agreement as “parties” and individually as “party.” This Agreement becomes effective on \_\_\_\_<insert date> (“Effective Date”).

This Agreement and DIR Contract No. DIR-TSO-4119 sets forth the terms and conditions under which Customer pay purchase certain Services pursuant to a Statement of Work attached hereto. In the event of conflict between the terms of this Agreement and DIR Contract No. DIR-TSO-4119, the DIR’s contract terms shall control. The Statement of Work attached hereto will contain a scope of Services and a Service becomes subject to this Agreement when Lenovo accepts Customer’s Purchase Order

### 1. Definition

**Service** shall mean the performance of a task; the provision of advice or assistance; or access to a resource such as access to an information database that Lenovo makes available to Customer under this Agreement as contained in a Statement of Work attached to this Agreement.

### 2. Price, Charges, Payment and Taxes

All fees and payments shall be in accordance with Appendix A, Section 8 of the DIR Contract No. DIR-TSO-4119. Customer shall pay the price or charges for Services as specified in the Customer’s Purchase Order in accordance with the Appendix C to DIR Contract No. DIR-TSO-4119.

### 3. Personnel

**3.1** Each party is responsible for the supervision, direction, control, and compensation of its respective personnel.

**3.2** Lenovo personnel used in the performance of Services shall be as determined by Lenovo in its sole discretion unless otherwise specified in the Statement of Work.

**3.3 As specified in the Statement of Work**, Lenovo may subcontract a Service, or any part of it, to subcontractors selected by Lenovo.

### 4. Warranty

**4.1** Lenovo warrants Services will be performed in a workmanlike manner consistent with the terms of the applicable statement of work and standards in the information technology industry.

**4.2** In the event Lenovo fails to perform Services in accordance with Section 4.1, Customer shall provide written notice of such failure to Lenovo within fourteen (14) days after the completion of such Services. Lenovo will either correct the failure or provide a credit of the charges paid to Lenovo for the defective portion of the Services

**4.3 THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.**

**4.4** Lenovo does not warrant uninterrupted or error-free operation of any deliverable or Service.

## 5. Limitation of Liability

Limitation of Liability shall be in accordance with Appendix A, Section 10.K. of the DIR Contract DIR-TSO-4119.

## 6. Insurance

Insurance shall be in accordance with Appendix A, Section 10.N. of the DIR Contract DIR-TSO-4119.

## 7. Term, Termination and Withdrawal of the Service

Termination of this Agreement shall be in accordance with Appendix A, Section 11.B. to the DIR Contract No. DIR-TSO-4119.

## 8. General

**8.1 Access to Customer Facilities and Systems.** Customer shall provide Lenovo and its subcontractors with free, safe and sufficient access to Customer's facilities and systems in order for Lenovo to fulfill its obligations under this Agreement. Lenovo and its subcontractors shall follow all Customer's requirement for access to such facilities including but not limited to the requirements of Appendix A, Sections 10.I. and J. to the DIR Contract No. DIR-TSO-4119.

**8.2 Customer Information.** Subject to the requirement of Appendix A, Section I to DIR Contract No. DIR-TSO-4119, **Lenovo** and its affiliates may store, use and process contact information and other information about Customer, including names, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement. Such information will be processed and used solely in connection with this Agreement and the Services. At all times, all Customer Information shall remain exclusively within the continental United States.

**8.3 Compliance with Laws.** Each party shall comply with all federal, state, and local laws, regulations, and ordinances, including all applicable export and import regulations, orders and policies of the United States.

**8.4 Assignment.** Assignment of this Agreement shall be in accordance with Appendix A, Section 4.D. to the DIR Contract No. DIR-TSO-4119.

**8.5 Governing Law, Jurisdiction and Venue.** **The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in this Agreement, Contract No. DIR-TSO-4119 or its Appendices shall be construed to waive the State's sovereign immunity.**

**8.6 Force Majeure.** Force Majeure shall be in accordance with Appendix A, Section 11.C. to the DIR Contract No. DIR-TSO-4119.

**8.7 Survival.** Any terms of this Agreement, which by their nature survive the expiration, termination or cancellation of this Agreement shall survive the expiration or termination of this Agreement.

**8.8 Complete Understanding.** The Contract No. DIR-TSO-4119, Appendices including this Agreement, and Exhibits constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract DIR No. DIR-TSO-4119, Appendices including this Agreement, or its Exhibits shall be binding or valid.

**8.9 Severability.** If the whole or any part of a provision of this Agreement is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, it shall be deleted and the remainder of this Agreement shall remain full force and effect.

**8.10 Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

**8.11 Notices.** All notices a party may provide to the other concerning this Agreement shall be in writing by means of e-mail with receipt confirmed, facsimile, certified or registered mail, express mail, other overnight delivery, or hand delivery with proper postage or other charges paid and addressed directed to the parties as follows.

To Customer  
 Attn:  
 Company  
 Address  
 City, State, Zipcode  
 Fax #  
 E-mail

To Lenovo  
 Attn:  
 Company  
 Address  
 City, State, Zipcode  
 Fax #  
 E-mail

**8.12 Attachments and Statements of Work.** The following documents are incorporated herein and made a part of this Agreement:


IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its authorized representative.

insert Customer name  
**Customer**

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

By

By

\_\_\_\_\_  
 Authorized Signature  
 Name: (type or print)

\_\_\_\_\_  
 Authorized Signature  
 Name: (type or print)

Title:  
 Date:  
 Customer address:

Title:  
 Date:  
 Lenovo address:  
 1009 Think Place  
 Morrisville, NC 27560

Attn:  
 Tel  
 Fax  
 E-mail address:

Attn: Kathy O'Neil  
 Tel 919-294-2862  
 Fax 919-294-4987  
 E-mail address: [kaoneil@lenovo.com](mailto:kaoneil@lenovo.com)

After signing, please return a copy of this Agreement to the Lenovo address shown above. DIR-TSO-4119 Appendix D