

# Lenovo XClarity One Terms of Use (the “Terms”)

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**BY USING THE LENOVO XCLARITY ONE PLATFORM, CUSTOMER (OR “YOU”) AGREE: (A) THAT YOU HAVE READ THE FOLLOWING TERMS OF USE (THE “TERMS”), (B) THAT YOU WILL ACT IN ACCORDANCE WITH THE TERMS, and (C) THAT IF YOU ARE ACCEPTING THE TERMS ON BEHALF OF ANOTHER ENTITY (e.g., YOUR EMPLOYER), YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THE TERMS.**

Lenovo XClarity One is a flexibly deployed, unified Management-as-a-Service Platform offering proactive support through an intuitive role-based interface. XClarity One is intended to support digital transformation efforts and to help customers manage their devices.

Customers may use the XClarity One Platform, by installing on its own the system management hub software that will allow communication between customer’s data center and the Lenovo XClarity One platform to manage hardware, virtual machines, and other equipment, owned by customer. The Lenovo XClarity One platform, including XClarity One Portal and the management hub software installed on the customer’s systems, are collectively referred to herein as “XClarity One Platform” or “**the Platform**”. The on-premises version allows the Customer to use the Platform on the Customer’s infrastructure. Depending on the version used by the Customer, the terms may differ. For the avoidance of doubt, the terms applicable to the on-premises version are highlighted herein.

**GRANT OF LICENSE:** Lenovo together with its affiliates (“Lenovo”), grants to you a non-transferable, non-exclusive license under its rights in the Platform to use the Platform in accordance with the [Lenovo Software as a Service Cloud Agreement](#), the terms and conditions of which you herein acknowledge you have consented.

You may not reverse assemble, reverse compile, disassemble, decompile, reverse engineer, or otherwise translate the Platform or any aspect thereof, except as may be permitted by law without the possibility of contractual waiver. In addition, unless otherwise specified, you may not rent, lease, sublicense, assign or distribute the Platform to any third party.

You grant Lenovo a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, and irrevocable license to use, reproduce, license, sublicense, improve, distribute, sell, and/or otherwise commercialize any information and/or feedback you may provide to Lenovo in reference to the Platform or these Terms unless prohibited by law. Feedback may be submitted through the feedback form in the context Menu section of the product. Other methods of providing feedback may be made available in the future.

**TERM AND TERMINATION:** The Terms remain in effect until terminated by either party or Lenovo ceases to provide the Platform. Unless Lenovo notifies you of an earlier date, your license to the Platform terminates upon termination of the Terms. Upon termination, Lenovo will terminate your access to the Platform. You may terminate your license to the Platform at any time by discontinuing use and notifying Lenovo of the termination. Upon receipt of notice of termination, Lenovo will terminate your license and access to the Platform. Lenovo may terminate your license and/or access to the Platform if you fail to comply with the Terms. Upon termination of your

license, Lenovo may continue to use or upon your request, securely destroy your data if it is in Lenovo's custody or control.

**CHANGES TO THE TERMS:** Lenovo may modify the Terms from time to time at Lenovo's sole discretion, and such modifications will supersede prior versions. The intent of any modifications to these terms or any additional terms that apply to the Platform will be to: 1) reflect changes to the law or new regulatory requirements; 2) improve or clarify existing or new commitments; or 3) improve or enhance the Platform. If any modifications affect your use of the Platform or your legal rights as a user of the Platform, Lenovo will notify or otherwise make available the updated terms. Unless you reasonably object to a change, in writing and on legitimate grounds, the updated terms will become effective within 30 days after the changes to the Terms are notified or otherwise made available. By continuing to use the Platform after the updates come into effect, you agree to be bound by the revised Terms.

**DISCLAIMER OF WARRANTY: THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, EFFECTIVENESS, ACCURACY, AVAILABILITY, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THIS PLATFORM AND ASSOCIATED DOCUMENTATION REMAINS WITH YOU.**

**WITHOUT LIMITING THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY IN THESE TERMS OR IN THE LENOVO AS A SOFTWARE AS A SERVICE CLOUD AGREEMENT <https://support.lenovo.com/us/en/solutions/ht506435-lenovo-cloud-service-usage-agreement>, TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW AND NOTWITHSTANDING ANY CONTRARY PROVISION, IN NO EVENT WILL LENOVO BE LIABLE TO YOU, THE CUSTOMER, OR TO ANY THIRD-PARTY FOR CLAIMS FOR DAMAGES, LOST PROFITS, LOST SAVINGS, INCIDENTAL OR INDIRECT DAMAGES, LOSS OF, OR DAMAGE TO, DATA, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF LENOVO OR ITS AUTHORIZED SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LENOVO AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY YOU BASED ON ANY THIRD-PARTY CLAIM.**

**SPECIFIC AI DISCLAIMER AND RELEASE: THE AI FUNCTIONALITY OFFERED IN CONNECTION WITH THE USE OF THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS, AND LENOVO MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE AVAILABILITY, THE EFFECTIVENESS, THE ACCURACY OR ANY OTHER ASPECT OF THE OUTPUT OR PERFORMANCE OF SUCH AI FUNCTIONALITY. USE OF THE AI FUNCTIONALITY IS AT YOUR SOLE RISK. NOTWITHSTANDING ANYTHING TO THE CONTRARY OTHERWISE SET FORTH HEREIN, YOU HEREBY RELEASE AND AGREE TO HOLD HARMLESS LENOVO FROM AND AGAINST, AND THAT LENOVO WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH, ANY DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF:**

- (A) ANY INACCURACIES, ERRORS OR BIASES CONTAINED OR REFLECTED IN ANY OUTPUT GENERATED BY THE AI MODEL, REGARDLESS OF WHETHER SUCH INACCURACIES, ERRORS OR BIASES ARE THE RESULT OF INCORRECT, OUTDATED OR BIASED SOURCE INFORMATION, FAILURES OF THE AI MODEL TO PROPERLY PROCESS THE DEVICE-SPECIFIC DATA AND GENERATE CORRECT OUTPUT, OR ANY OTHER REASON.**

- (B) **OUTPUT FROM ANY AI SERVICES, FEATURES OR FUNCTIONALITY THAT (I) VIOLATES ANY APPLICABLE LAW OR REGULATION; (II) INFRINGES ON THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PARTY; (III) IS SUBJECT TO RESTRICTIVE LICENSING PROVISIONS OR OTHER RESTRICTIONS OR LIMITATIONS THAT COULD NEGATIVELY IMPACT ANY PARTY THAT ATTEMPTS TO USE SUCH OUTPUT.**

**CONFIDENTIAL INFORMATION:** The Platform, any information and/or feedback that you provide to Lenovo under the Terms, and any information provided to you by Lenovo with regard to the Platform, including, but not limited to, trends and strategies, shall be considered Lenovo Confidential Information. You agree to use the same care and discretion to avoid disclosure of such Lenovo Confidential Information as you use with your own confidential information which you do not wish to disclose, but in no event shall such degree of care be less than reasonable care. Your obligation to safeguard and maintain the confidentiality of Lenovo Confidential information provided in association with the Terms shall continue for a period of two (2) years from the date of termination of the Terms or until the Platform is made generally available, whichever occurs sooner. You agree not to disclose to Lenovo any information that is considered confidential or proprietary to you or any third party.

Provided you comply with the Confidential Information requirements above, nothing in the Terms shall prohibit or limit your use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to you, (ii) independently developed by you, (iii) acquired by you from a third party which is not, to your knowledge, under an obligation to Lenovo not to disclose such information, or (iv) which is or becomes publicly available through no breach by you of the Terms.

#### **LENOVO RESPONSIBILITIES:**

Lenovo will:

- a. Subject to Lenovo's right to terminate access to the Platform in its sole discretion and to the Disclaimer of Warranty above, provide the Platform to you for your use in accordance with the Terms.
- b. Adhere to applicable laws and regulations.
- c. If you are using the cloud-based version, provide you with documentation (user guides) as well as access details to the cloud Platform.
- d. If you are using the on-premises version, provide you with the documentation (user guides) as well as the on-premises Platform to download.

#### **CUSTOMER RESPONSIBILITIES:**

By using the **cloud-based version** of the Platform, you agree to the following:

- a. To use the Platform in accordance with all applicable laws and regulations, including those governing AI, where applicable.
- b. To ensure the security of your on-premises devices and connections to the Platform. This is the sole responsibility of the Customer.
- c. That connecting your on-premise devices to the Platform requires you to install management hub software that will establish outbound connections from your data center to the Internet using HTTPS on TCP/443 to Microsoft Azure Region US-East connecting to the following public URLs: <http://xclarityone.lenovo.com/> xc1.lenovo.com xclarity.lenovo.com xclarity-one.lenovo.com

- d. Your organization's administrator shall only invite other authorized users to use the Platform, after providing to those users a copy of these Terms, confirming that the users have read and understand them and such users have agreed in writing to be bound by the Terms. The organization and/or personnel who administer invitations to authorized users agrees to be responsible for any breach of these Terms by all invited authorized users, as if such breach occurred by the organization and/or administering personnel themselves.
- e. To avoid taking knowingly any measures that may adversely impact Lenovo-operated infrastructure, such as attacking, scanning, denying service to, performing security assessments of, or otherwise taking actions that may destabilize without Lenovo's permission

By using the **on-premises version** of the Platform, you agree to the following:

- a. To download the on-premises version and operate it responsibly in the Customer data center, according to all applicable laws and regulations including data retention and deletion requirements;
- b. To have the update functionality enabled and ensure that the Platform is always updated to n-2 for major releases;
- c. To update the Platform, if requested by Lenovo, to ensure that critical vulnerabilities and function fixes are implemented in a timely manner;
- d. To ensure the security of your on-premises devices and connections to the Platform and operational security of the on-premises version of the Platform. This is the sole responsibility of the Customer.
- e. To avoid taking knowingly any measures that may adversely impact Lenovo-operated infrastructure, such as attacking, scanning, denying service to, performing security assessments of, or otherwise taking actions that may destabilize without Lenovo's permission

**DATA COLLECTION & USE BY LENOVO:** If you are using either the on-premises or cloud-based version of the Platform, you can agree to activate "Call Home" feature, according to the [Call Home User Agreement](#), which allows Lenovo to process certain contact information and agree to automatic collection of Service Information from managed devices (collectively "Service Information"). Service Information includes system diagnostic data that is helpful in debugging such as usage, utilization, performance, system failure logs, part feature codes, part numbers, part serial numbers, part locations, maintenance levels, configuration values, inventory data, events, and alerts. Service information is data about your Lenovo hardware, product, or device.

If you are using the cloud-based version of the Platform, the data you upload to the Platform (including personal data in your User Profile as well as information about your usage of the Platform (including device-specific data or hardware telemetry data) will be available to Lenovo and will use this information to a) improve the Platform, b) to provide troubleshooting and product support, and c) as further set forth in the Lenovo Product and Website Privacy Statements available at [www.lenovo.com/privacy](http://www.lenovo.com/privacy).

If you are using the on-premises version of the Platform, Lenovo does not have access to your data, unless you agree to activate the "Call Home" feature in which case Service Information is shared with Lenovo. In the context of providing support services, Lenovo may request you to download and share hardware telemetry data and/or Platform software data such as software logs and traces If the Customer agrees to share and instructs Lenovo to process such data, and to the extent this involves cross-border data transfers such as in the context of remote

troubleshooting, Lenovo will process your data according to the [Lenovo Privacy Statements](#) and these Terms.

**ARTIFICIAL INTELLIGENCE:** Artificial Intelligence (“AI Model” or “AI functionality”) refers to a machine-based model that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments.

If you are using the cloud-based version of the Platform, you acknowledge that device-specific data (such as performance and health data, historical memory error logs and device telemetry data) can be used by Lenovo to train the AI model and generate memory failure or error predictions.

Lenovo may use any data collected in accordance with these Terms (including Service Information, if you agree to activate the “Call Home” feature and/or data you share with Lenovo for service support purposes) to improve and personalize our products and services by using AI and/or analytics.

If you do not agree to the use of AI and/or analytics as set out in this section or otherwise want to opt-out of the AI-related data processing activities, please contact Lenovo Support by clicking on this link [Contact Lenovo Support](#).

Lenovo may, in its sole discretion, change or discontinue the AI functionality at any time, without notice, and does not represent or warrant the result of any such action. If Lenovo converts the AI functionality to a paid service, Lenovo will provide notice of any changes in this respect according to these Terms.

**INTERNATIONAL DATA TRANSFERS:** Lenovo is a global organization with legal entities, business processes, governance structures, and technical systems that cross borders. You acknowledge that Lenovo may need to transfer device-specific data or hardware telemetry data power, thermal, utilization, memory diagnostic logs, device serial number to a central data repository hosted by an authorized third-party provider in the United States and processed in accordance with these Terms and [Lenovo Privacy Statement](#). To the extent that the data transferred to Lenovo’s central data repository contains personal data, it will be de-identified.

**GOVERNING LAW:** The Terms are governed by the laws of the State of New York if you use the Platform in the United States. In the event Lenovo grants you permission to use the Platform outside the United States, the Terms will be governed by the applicable laws of the country or territory in which the Platform is being used. You agree to comply with all applicable laws regarding the export and re-export of data.