



## Customer Service Agreement EMEA ("Agreement") (Indirect)

**BETWEEN:**

Company Name:  
MIKROBIOLOGICKY US

VIDENSKA 1083  
PRAHA 4  
11  
142 20

Lenovo Customer Number:  
1310125727

(hereunder referred as "**You**")

**AND:**

Lenovo Name:  
Lenovo Global Technology

23/F Lincoln House, Taikoo Place  
979 King's Road  
Quarry Bay  
Hong Kong

(hereunder referred as "**Lenovo**")

The term "Lenovo" includes also any affiliate of Lenovo enterprise that provides Services under this Agreement.

"You" and "Lenovo" are individually referred to as "**Party**" and collectively as "**Parties**".

**Reseller:**

Company Name:  
TS Europe BVBA

Kouterveldstraat 20  
Diegem  
000  
Belgium  
1831

Lenovo Customer Number:  
1214647704

(hereunder referred as "**Reseller**")



You purchase Lenovo Services from your Reseller and Lenovo provides these Services based on this Agreement and the Service Charges which you have agreed with your Reseller based on a separate service agreement. All terms and conditions in this Agreement are directly agreed between you and Lenovo which are related solely to the content and type of Services. Service Charges and any other payment related terms and conditions shall be governed by this separate service agreement between you and your Reseller. You understand that the Reseller is not a party to this Agreement.

### **Definitions**

**"Reseller"** is a business entity which acquires Products and /or Services for the purpose of marketing or resale to End Users or other resellers.

**"Service"** means the performance of a task; the provision of advice or assistance; or access to a resource such as an information data base that Lenovo makes available to you under this Agreement.

**"Product"** means any Lenovo branded or third party Machine or Program for which Lenovo provides Services under this Agreement.

**"Machine"** means Lenovo branded or third party personal computers, server or storage devices and accessories. Machine does not include any Programs.

**"Program"** means Lenovo branded or third party computer software (whether pre-loaded or provided separately, installed subsequently, or otherwise) and related licensed materials such as documentation. Third party Programs are Programs licensed or sublicensed by a third party to you and distributed by Lenovo.

**"Eligible Product"** means an Eligible Machine and/or an Eligible Program.

**"Eligible Machine"** means any Machine subject to the Services under this Agreement as specified in the Schedule of this Agreement or subsequently included under this Agreement. A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the Start Date.

**"Eligible Program"** means a Program subject to the Services under this Agreement as specified in the Schedule of this Agreement or subsequently included under this Agreement.

**"Asset Location"** - a location at which the Services will be performed, in particular where Eligible Products are installed and which is identified by the installation address specified in the Annex "**Schedule**".

## A. Statement of Work

### 1. Scope of Services

Lenovo will provide Services at the relevant Asset Location as defined in this Agreement. The scope of Services, Eligible Products and related responsibilities of either Party are specified in detail hereafter and in the relevant Annex.

You understand the terms and conditions of this Indirect Customer Service Agreement and its effect on the relationship with you and your Reseller.

### 2. Your General Responsibilities

You agree to:

- (1) place any order for Services under this Agreement directly with your Reseller and to the knowledge of Lenovo.
- (2) conclude with the Reseller a separate service agreement to determine the Service Charges, payment terms which are applicable to the Services in this Agreement and any other terms and conditions to enable Lenovo to perform the Services.
- (3) submit a valid Service requests according to Lenovo procedures provided to you;
- (4) make appropriate personnel available to assist Lenovo in the performance of Lenovo's responsibilities, in particular to designate a primary technical contact within three (3) business days from your signature of this Agreement; who must have sufficient technical knowledge and skills to enable effective communication with Lenovo. Lenovo reserves the right to refuse to provide Services if such person does not fulfill the skill requirements defined by Lenovo or is not available or involved.
- (5) notify Lenovo whenever you wish to add Eligible Product types to an existing Asset Location or set up new Asset Locations; such changes may cause a revision to the Service Charges for the Service;
- (6) notify Lenovo of any changes in the location or configuration to the Eligible Product inventory and processing capacity, which is within the scope of this Agreement, within one month after the change occurs. Such changes may cause a revision to the charges for the Service;
- (7) provide Lenovo with information and materials that Lenovo requests which is related to Lenovo's provision of the Services to you and notify Lenovo of any changes. You agree that all such information disclosed to Lenovo is and will be true, accurate and not misleading in any material respect. Lenovo will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by you;
- (8) provide Lenovo with all relevant and available diagnostic information (including product or system information) pertaining to problems with Eligible Products for which you request assistance;
- (9) provide Lenovo with sufficient free and safe access, suitable office space, supplies, furniture, high speed connectivity to the internet, and other relevant facilities for Lenovo's personnel to provide Services while working at the location specified above;
- (10) ensure that any access codes provided by Lenovo are used only by authorized personnel;
- (11) give Lenovo authorization to remotely access the Eligible Products in order to enable Lenovo's performance of the Services;
- (12) have an electronic connection capable of sending the data report to Lenovo and permit it to do so in

order to allow the effective use of the service tools referred to above. Otherwise, Lenovo will be released from its obligation to deliver remote Services. You are responsible to provide Lenovo access to the Eligible Products for performance of Services under this Agreement. Failure to deliver remote access to the Eligible Products may delay the problem resolution time;

(13) where applicable, before Lenovo provides Service: follow the problem determination, problem analysis, and service request procedures that Lenovo provides and secure all programs, data, and funds contained in a Machine, and

(14) follow the Service instructions that Lenovo provides which may include installing firmware, software updates either downloaded from an Lenovo Internet web site or copied from other electronic media

(15) install on the Eligible Machines the appropriate software Lenovo will specify to you that may be required for the use of remote electronic tools;

(16) be responsible for the installation of firmware and fixes which Lenovo recommends to you;

(17) use any electronic diagnostic and service delivery facilities provided by Lenovo provides only in support of Eligible Products identified in the Schedule;

(18) be responsible for adequately protecting the Eligible Products and all other programs and data contained therein whenever Lenovo accesses them;

(19) be responsible for the security of information you wish to protect and for maintaining procedures for the reconstruction of lost or altered files, data and programs;

(20) use the information obtained under this Agreement only for the support of the information processing requirements within your Enterprise.

(21) review on a regular basis the Lenovo web sites specified in this Agreement to verify whether there have been any additions or deletions or changes to the Products eligible to the Services under this Agreement and

(22) obtain any consent, approval or license that may be necessary for Lenovo and its subcontractors to perform the Services and develop materials, in particular to give Lenovo and its subcontractors the right to access, use and/or modify (including creating derivative works) the facilities, hardware, software, firmware and other products and resources you use, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such resources;

(23) ensure that current maintenance, license, and other appropriate agreements are in place with third parties to enable Lenovo to perform the Services under this Agreement, where you are using or providing Lenovo with third party information, support or materials for a project including but not limited to, where you are employing other suppliers whose work may affect Lenovo's ability to provide the Services. Unless specifically agreed to otherwise in writing, you will be responsible for the management of the third parties and the quality of their input and work. Except to the extent Lenovo specifically agrees otherwise in this Agreement, you are solely responsible for any third party hardware, software or communications equipment used in connection with the Services;

(24) obtain any necessary consent and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of your employee, client or partner information to Lenovo. You also agree that with respect to data that is transferred to or hosted in another country than the country of origin, you are responsible for ensuring that all such data transmitted outside of the country of origin adheres to the laws and regulations governing such data and, where necessary, to obtain all legally required consents and/or authorizations for such transfer;

(25) ensure you are properly licensed for all Eligible Programs for which you request Services;

(26) be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your business and technical environment. It is your responsibility to assure that your environment meets the requirements of those laws, regulations and statutes;



(27) provide Lenovo personnel, visiting your locations in order to provide the Eligible Service, with the applicable fire, safety and security procedures;

(28) agree to be solely responsible for all results obtained from the Services.

### 3. Mutual Responsibilities

Each Party will comply with applicable laws, regulations, ordinances, including but not limited to export and import laws and regulations, including those of the United States that prohibit or limit export of certain uses or to certain end users. Each Party will cooperate with the other by providing all necessary information to the other, as needed for such compliance. Each party shall provide the other with advance written notice prior to providing the other Party with access to data requiring an export license. Each of the Parties will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations. Each of us is free to enter into similar agreements with others.



## **B. Lenovo Services**

### **1. Maintenance for Machines**

Lenovo will provide maintenance Service ("Maintenance") as specified in the Schedule which consists of:

- (1) remotely assisting you in determining whether system problems are Machine or Program related (problem determination);
- (2) onsite and remote diagnostic and remedial maintenance service in accordance with the Type of Service specified for the Eligible Machine in the Schedule in order to keep the Lenovo Eligible Machines in, or restore them to, conformance with their officially published specifications;
- (3) if available for your Eligible Machines, installation of monitoring software to detect, analyze and report errors; correlate temporary errors; and identify and report media problems;
- (4) Lenovo retains ownership of all such monitoring software. You are licensed to run such software as required by Lenovo solely to enable Lenovo to provide the Services herein;
- (5) the services of support specialists from Lenovo manufacturing, engineering, and development locations as deemed necessary by Lenovo;
- (6) the planning, scheduling and installation of any engineering changes or field change orders required to improve the serviceability, performance and/or safety of the Lenovo Eligible Machines;
- (7) where a Machine does not meet Lenovo's safety and serviceability requirements, you agree to pay for any repairs deemed necessary by Lenovo prior to Lenovo accepting the applicable Machine for ongoing Service coverage;
- (8) assisting you in establishing and implementing electronic support facilities;
- (9) activation, for use by Lenovo personnel, of electronic facilities to remotely diagnose, apply fixes and update your Lenovo Eligible Machines.

### **Exclusions**

You acknowledge that some devices (for example, fusion I/O devices and solid-state devices), have read/write or wear limitations and life-span as documented in the hardware product specifications and/or limitations, this is a design limitation of the respective technology. When these devices have reached the limitations and expected life-span, they are not covered under Maintenance unless otherwise agreed.

### **2. End of the Service ("EOS")**

You acknowledge that some of the Eligible Products may have a limited life span or commercial use for which Lenovo might not be able to provide the Services under this Agreement during the entire Term of this Agreement. For such Eligible Products for which Lenovo has announced the end of Services ("EOS") considering a three (3) months prior written notice, Lenovo will provide the Services using its reasonable commercial endeavors. If Lenovo finds itself unable to provide Services and solve the problem for such Eligible Products, the relevant Eligible Product will be withdrawn from the Services under this Agreement without further obligations of the Parties. Lenovo will inform you of such a Withdrawal.

### 3. Automatic Inventory Increase

During the Term of this Agreement and unless otherwise agreed, for each Lenovo branded Product acquired by you, which is of the same type as an Eligible Product under this Agreement and installed at the Asset Location, Lenovo will automatically increase the inventory count of Eligible Products and associated Services at the specified Asset Location without the need of a written mutual amendment of this Agreement ("Automatic Inventory Increase").

When Lenovo warranty support for a purchased Lenovo branded Program expires this Program becomes subject to an Automatic Inventory Increase under this Agreement provided that the Program is installed on an Eligible Machine.

Newly added Products will be subject to terms and conditions under this Agreement. Related Services, Service Levels and Service Charges apply from the date of actual start of the Service.

Either of us may request from the other Party reasonable cooperation to review the inventory count of Eligible Product. In addition, you are required to inform Lenovo of any such inventory change at an Asset Location.

You have to inform Lenovo promptly of any such change at the Asset Location. You may prevent the Automatic Inventory Increase for one or more Eligible Products upon five (5) business days prior written notice to Lenovo before such change takes place. In case an Automatic Inventory Increase for an Eligible Product took place you may withdraw one or more Eligible Product in accordance with the section "Termination" under this Agreement.

### 4. Service Hours

Lenovo will provide Services during the standard service hours ("Service Hours") in your time zone. The Service Hours for each Eligible Product are specified in the Schedule. In some cases and subject to additional charges, you may agree with Lenovo on other Service Hours.



## C. Charges and Payment

All priced and related costs ("**Service Charges**") applicable to the Services under this Agreement shall be agreed between you and your Reseller. The Reseller sets the rate and terms governing such Service Charges. In particular, the Reseller may impose additional Service Charges for some actions, such as termination or changes to the Services. You will make payment directly to your Reseller for the Services you purchased, not to Lenovo, in accordance with the terms and conditions as determined in the relevant agreement between you and the Reseller.



## D. General Conditions

### 1. Subcontractors and Personnel

Lenovo reserves the right to use Lenovo certified subcontractors acting on behalf of Lenovo and subcontractor's resources to perform some or all Services under this Agreement. Lenovo reserves the right to determine the assignment of its personnel. Each of us is responsible for the supervision, direction, control, and compensation of our respective personnel. You understand and agree that global resources (e.g.: non-permanent residents used locally and personnel in locations worldwide) may be used for delivery of the Services.

### 2. Lenovo Repair Center

When a type of Service requires that you deliver the failing Product to Lenovo, you agree to ship it suitably packaged (prepaid unless Lenovo specifies otherwise) to a location Lenovo designates. After Lenovo has repaired or exchanged the Product, Lenovo will return it to you at its expense unless Lenovo specifies otherwise. Lenovo is responsible for loss of, or damage to, the Product while it is 1) in Lenovo's possession or 2) in transit in those cases where Lenovo is responsible for the transportation charges.

### 3. Replacement

When Service involves the exchange of a Product or parts of it, the item Lenovo replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but it will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty or maintenance Service status of the replaced item. Before Lenovo exchanges a Product or parts of it, you agree to remove all features, parts, options, alterations, and attachments not under Lenovo's service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

### 4. Warranty

LENOVO WARRANTS THAT IT PERFORMS EACH SERVICE USING REASONABLE CARE AND SKILL IN ACCORDANCE WITH THE DESCRIPTION OF TASKS SPECIFIED IN THIS AGREEMENT FOR THE APPLICABLE LENOVO SERVICE. YOU SHALL PROVIDE TIMELY WRITTEN NOTICE OF ANY FAILURE TO COMPLY WITH THIS WARRANTY. THIS IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DELIVERABLES ARE - DESPITE EXPLICITLY IN WRITTEN FORM AGREED FUNCTIONALITIES - PROVIDED "AS IS", SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, LENOVO MAKES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND.

ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD-PARTY-MANUFACTURERS, -SUPPLIERS, -DEVELOPERS, -SERVICE PROVIDORS, -LICENSORS OR -PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO CUSTOMER.

LENOVO DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATIONS OF ANY DELIVERABLES OR



SERVICE OR THAT LENOVO WILL CORRECT ALL DEFECTS. LENOVO IS NOT LIABLE FOR ANY DAMAGES AND MAKES NO REPRESENTATION, WARRANTIES; OR GUARANTEES REGARDING THE EFFECTIVENESS OF THE ASSESSMENT SERVICE.

THE WARRANTY TERMS APPLICABLE TO SOFTWARE PROGRAMS ARE SOLELY GOVERNED BY THE SPECIFIC LICENSE TERMS APPLICABLE TO THAT SOFTWARE PROGRAM, REGARDLESS WHETHER THE SOFTWARE PROGRAM IS LICENSED BY LENOVO OR A THIRD PARTY SOFTWARE PUBLISHER.

## 5. Limitation of Liability

Notwithstanding any provision to the contrary in the Base Agreement, if any, and unless prevented or restricted by mandatory applicable law that can't be amended or discarded by contractual waiver, the following provisions will apply

5.1 Notwithstanding any provision to the contrary in the Base Agreement, if any, and unless prevented or restricted by mandatory applicable law that can't be amended or discarded by contractual waiver, the following provisions will apply.

5.2 In any action arising out of or related to Services, this Agreement or any Transaction Documents issued hereunder, neither Party nor its affiliates, shall be liable to the other Party or its affiliates for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third-party claims for damages; (b) loss of, or damage to, data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) lost profits, business, revenue, goodwill or anticipated savings.

5.3 The total liability of either Party and its affiliates to the other Party and its affiliates for all actions arising out of or related to a this Agreement, regardless of the form of the action or the theory of recovery, shall be limited to the higher of (i) 100.000 USD or equivalent in local currency, or (ii) the amount paid or payable by you or your affiliate to Lenovo or its affiliate under this Agreement during the twenty-four (24) months preceding the first cause of action.

5.4 The limits in the previous paragraph also apply to Lenovo's subcontractors and suppliers and it is the maximum amount for which Lenovo and its subcontractors and suppliers may be liable collectively.

5.5 The forgoing shall not apply for: (i) damages for bodily injury (including death); (ii) damage to real property or tangible personal property.

## 6. Open Source Software

Lenovo may use open source software in connection with the software application Services provided under this Agreement. Open source software is licensed and distributed to you by the open source software distributors and/or respective copyright and other rights holders ("Right Holders") under the Right Holders' terms and conditions. Lenovo is neither a party to the Right Holders' license nor a distributor of the open source software and is performing the Services on your behalf and based upon your specifications. Lenovo does not provide any express or implied patent license or other license to open source. Lenovo uses open source software "AS IS" and makes no representations or warranties, either express or implied, with respect to open source software or any software materials provided or to you under this Agreement that links to or interacts with such open source software. Lenovo will not indemnify you against any claim that open source software infringes a third party's Intellectual property right nor will Lenovo be liable for any damages arising out of your use or distribution of open source software. Both of us agree that modification or creation of derivative works of open source software is outside the scope of this Agreement. You will be notified if any open source software is used.



## 7. Program License

The following terms apply to each Program that is provided to you by Lenovo under this Agreement not otherwise accompanied by a license agreement.

Lenovo grants you a nonexclusive license to use the Program on the Eligible Machine designated by Lenovo to assist in problem determination or other system support in conjunction with the Services.

You may not:

- (1) modify the Program's machine readable instructions or data or merge them into another Program;
- (2) reverse assemble, reverse compile, or otherwise translate the Program, unless expressly permitted by applicable law without the possibility of contractual waiver;
- (3) sublicense, assign, or transfer the license for the Program; or
- (4) distribute the Program to any third party.

LENOVO PROVIDES THE PROGRAM WITHOUT WARRANTIES OF ANY KIND DESPITE ANY EXPLICITLY IN WRITTEN FORM AGREED FUNCTIONALITIES.

If Lenovo does not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original.

Your license terminates when:

- (1) the Service terminates, is withdrawn or expires and is not renewed;
- (2) the Program is no longer needed to perform the Service; or
- (3) the Eligible Machine which Lenovo designated for the Program is removed from productive use within your Enterprise.

## 8. Indemnification

You will reimburse, indemnify, defend and hold Lenovo, its subcontractors and affiliates harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs of litigation and settlements) arising from or in connection with any claims (including patent and copyright infringement) made against Lenovo, alleged to have occurred as a result of your failure to provide any consent, approval or license in accordance with this Agreement that may be necessary for Lenovo and its subcontractors to perform the Services and develop material. Lenovo shall be relieved of the performance of any obligations that may be affected by your failure to promptly provide any such consents, approval or license to Lenovo.

## 9. Term

Start Date: 2019-06-01 End Date: 2020-05-31



The initial minimum term of this Agreement is 1 year starting and being effective from the Start Date until the End Date ("Term"), unless terminated earlier.

## 10. Termination

### 10.1 Definition

"Termination", "terminate" and related terminology indicate the termination of the complete agreement in connection with the Services. "Withdrawal", "withdraw" and related terminology means a removal of an Eligible Product or individual Service from an Agreement.

### 10.2 Termination for Cause

Either Party may unilaterally terminate or withdraw with immediate effect, upon written notice to the other Party in the following cases:

- (1) material breach of this Agreement provided the Party in breach was given one (1) month's opportunity to cure
- (2) the other Party's enterprise has been registered for insolvency or bankruptcy.

You may also withdraw an individual Service upon one (1) month prior written notice, without any applicable Termination Charges, in the following events:

- (1) the Eligible Products for which the Service is provided is replaced by an equivalent Lenovo Product which is eligible for the same Service;
- (2) the Eligible Product for which the Service is provided is permanently removed from productive use within the enterprise at the Asset Location. Proof must be provided of such disposal and/or end of use to Lenovo at Lenovo's first request. This clause does not include the use of the Eligible Products for education purposes, for backup solutions, or operation in test environment at the Asset Location;
- (3) inclusion/transfer of an Eligible Product into another Lenovo contract or statement of work;
- (4) the Asset Location is no longer under the control of the same enterprise (e.g. the business premises are sold or closed definitely); the transfer of an Eligible Product or Service to another country within the same enterprise.

### 10.3 Termination for Convenience

Lenovo may unilaterally terminate this Agreement or withdraw an individual Service for convenience on three (3) months written notice to you.

You may unilaterally terminate the Agreement or Withdraw an individual Service, upon three (3) months prior written notice to the end of the third calendar month, at any time during the agreed Term but no earlier than twelve (12) contract months from the initial Start Date of this Agreement. You may not



terminate the Agreement or withdraw from an individual Service with upgraded Service Levels for Eligible Products under Lenovo warranty.

#### 10.4 Effect of Termination

##### a. Expenses

If you terminate for convenience or commit a material breach of this Agreement, you shall reimburse Lenovo for reimbursable expenses and damages which arise until the End Date of this Agreement when it would have been expired.

##### b. Other Business Relationships

Either Party acknowledges that a valid Termination or Withdrawal initiated by either Lenovo, the End User or the Reseller affects another Party's business relationships for Services Parties agree to ensure that any such Termination or Withdrawal is communicated throughout all affected business relationships promptly and transparently.

In case of a Termination or Withdrawal initiated by either Party to this Agreement, the initiating Party shall ensure that the respective agreement or Services with its Reseller are terminated or withdrawn to the same extent and effect as for this Agreement, either earlier, at the same time or without undue delay. The terminating Party shall provide prompt proof of such termination or withdrawal with the Reseller upon request of the other Party.

Your Reseller may apply Termination Charges. You shall pay the Termination Charges directly to your Reseller and not to Lenovo. Lenovo will invoice the Reseller and the Reseller will invoice you.

## 11. **Changes**

Lenovo reserves the right to periodically change the list of Eligible Products in the Schedule. This will result in additions and removals of the Eligible Products listed in the Schedule.

Unless otherwise agreed and if permissible by law, Lenovo may change the terms of Agreement by giving you three (3) months written notice. These changes are not retroactive.

You agree to have these changes apply, as of the effective date Lenovo specifies in the notice. You may request that Lenovo defers the effective date of a notified change until a later time during the current contract period. It is at Lenovo's sole discretion to decide whether to accept such deferment. You agree that any of the following actions (or failure to take action) will result in implementation of the change for all applicable Services under this Agreement as of the specified effective date:

- (1) you place a new order for a Service after the specified effective date;
- (2) you do not object in writing to a renewal of Agreement within thirty (30) days after notification of the



change; or

(3) you do not request either deferral of the change effective date or termination of the Agreement within thirty (30) days after notification of the change.

## 12. Processing of Information

Lenovo, its affiliates, subcontractors, assignees and relevant business partners may store, use and process your transaction, contact information and other information provided by you, including names, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to warranty services any where they do business. Such information will be processed and used in connection with this Agreement and the Products or Services. The latter defines the purposes of processing of personal data. When processing personal data Lenovo agrees to (i) keep any personal data confidential and provide for its security and (ii) to undertake the requisite legal, organizational and technical measures or procure their undertaking in order to protect personal data from illegal or accidental access, destruction, change, blocking, copying, providing, dissemination and other illegal actions in relation to personal data.

Such information may also be provided to Resellers, as notified to you, who promote, market and support certain Lenovo Products.

It may be transferred by Lenovo from any country to any country in the world where Lenovo operates its business; and may be provided to entities acting on Lenovo's behalf in relation to this Agreement and the Products or Services. Lenovo may also disclose such information where required by law. This consent may be revoked by you at any time in writing by letter addressed to Lenovo.

We will not; however, sell or otherwise transfer personally identifiable information received from you to any third parties for their own direct marketing use without your consent.

To the extent such information contains personal data, Lenovo will act as processor (or sub processor as the case may be) of the data controlled (or processed) by you and, if the processing is subject to specific obligations under local legislation, Lenovo will comply with such obligations. In any event, Lenovo agrees to: (i) only process the data in accordance with your instructions/the instructions of the controller; (ii) not apply or use the data for a purpose other than as established in this Agreement nor disclose it, to other persons (iii) implement the relevant security measures instructed by you or the data controller. You hereby acknowledge and authorize (or warrant that will seek all necessary authorizations from the controller, should the case be) for Lenovo to subcontract part of the Services to subcontractors. If Lenovo subcontracts part of the Services to a subcontractor, Lenovo will make sure to have in place the necessary agreements in order to ensure the subcontractor is bound by at least as stringent obligations towards Lenovo as Lenovo towards you.

Lenovo may also contact you to notify you about safety issue or service actions and any product recall. Where permissible under local law, Lenovo may use this information to inquire about your satisfaction with Lenovo products or services or to provide you with information about other products and services. You may decline to receive any further such communications from us at any time.

## 13. Force Majeure

Neither Party shall be liable to the other for any failure or delay in the performance of its obligations, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond its reasonable control.

#### 14. Data and Database

Unless otherwise agreed, you are responsible for: (i) any data and the content of any database that you make available to Lenovo in connection with Services ordered under this Agreement; (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data; and (iii) backup and recovery of the database and any stored data. In no event, shall Lenovo have any liability for any lost or stolen data or the content of any database. Lenovo's responsibilities regarding such data or database, including any confidentiality and security obligations, are governed by this Agreement applicable to the particular Services transaction (which prevail over the terms of any separate confidentiality agreements) and subject to the Limitation of Liability and other terms in this Agreement.

#### 15. Intellectual Property Rights

Lenovo or its suppliers retain ownership of the copyright in any of Lenovo's or its suppliers' pre-existing works as well as works that were developed outside of this Agreement and any modifications or enhancements of such works that may be made under this Agreement. To the extent they are embedded in any materials, such works are licensed in accordance with their separate licenses provided to or agreed with you. Lenovo or its suppliers shall own the copyright in materials created as part of a Services transaction. Materials under this Agreement mean literary works or other works of authorship (such as Programs and code, documentation, reports, and similar works) that Lenovo may deliver to you as part of a Service. Materials do not include Programs, firmware, or other items available under their own license terms or agreements.

You are authorized to use, execute, reproduce and display any works and Materials provided or created by Lenovo in its performance of the Service solely for the benefit of the Asset Location receiving the Service.

Either Party grants the other only the license and rights specified in this Agreement and in any applicable license agreements. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.

Neither Party grants the other the right to use its or any of its affiliates' trademarks, trade names, or other designations in any promotion or publication without prior written consent.

#### 16. Confidentiality

"Confidential Information" means all information which a reasonable person deems to consider as confidential with regards to its nature and business practice or which were identified or marked by either party as "Confidential".

Each Party shall: (a) hold Confidential Information received from the other Party in confidence, in particular identify and mark them as "Confidential"; (b) use and permit use of Confidential Information solely for the purpose of the Agreement; (c) not disclose, publish, or disseminate the other party's Confidential Information to any third party (e.g. contractor) without prior written consent of the disclosing Party; (d) use not less than the same degree of care to prevent disclosure of Confidential Information received from the other Party as it employs with respect to its own confidential information of like importance, but in no case less than a reasonable standard of care; and (e) disclose the other Party's Confidential Information only to its employees, and to those authorized third parties with a business related need to know and who have agreed in writing to protect and preserve the confidentiality of such disclosure on terms no less restrictive than those herein.

Either Party may disclose Confidential Information to its affiliates and in the course of the assignment of



rights to payments under the agreement to a third party without a prior written consent of the other party subject to the conditions provided under (e) of this section. Confidential Information disclosed to a third party, notwithstanding a valid consent provided under this Agreement or in the event of an unauthorized disclosure, remains confidential. The confidentiality obligations of each Party shall remain in effect for a period of two (2) years following the expiration or termination of this Agreement.

#### **17. Assignment**

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall unreasonably withhold such consent. The assignment of this Agreement, in whole or in part by either Party to an affiliate; or to a successor organization by merger or acquisition, does not require the consent of the other Party. Lenovo may assign its rights to payments under this agreement without your prior written consent.

#### **18. Electronic Communication**

To the extent permissible under applicable law, each of the Parties may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

#### **19. Governing Law and Venue**

This Agreement shall be governed under the laws of the country in which the Lenovo affiliate, that provided Services to your affiliate, is located, without regard to its conflict of law principles. Neither Party may bring an action arising out of or related to this Agreement more than two (2) years after the cause of action arose. The rights and obligations of each Party are valid only in the country in which the transaction is performed. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. Unless otherwise agreed, any dispute shall be brought before the competent courts of the district where Lenovo's main offices are located in the relevant country. This The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Service Agreement.

#### **20. Survival**

Any terms of this Agreement which by their nature survive the expiration or termination of this agreement or a Service; including but not limited to Limitation of Liability and Intellectual Property Rights, shall survive the expiration or termination of this agreement.

#### **21. 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 in full force and effect.

## 22. Annexes

The following documents are incorporated herein and made a part of this Agreement:

## 23. Entire Agreement

This Agreement and any other referenced terms and conditions incorporated herein form the entire Agreement regarding the Services, and replaces any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between you and Lenovo regarding this transaction for Services.

Unless otherwise agreed herein or otherwise, additional or different terms, Product descriptions, statements of works, or similar Transaction Documents shall become part of this Agreement if agreed by the Parties in writing with signature, in particular if this Agreement is incorporated or referenced. Additional or different terms in any other written communication without the written consent of Lenovo, such as on a purchase order, are void.

## 24. Conflicts

In the event of any conflict between this Agreement, its Annexes or any other document incorporated into this Agreement, the following consecutive prevailing order to the extent of such conflict shall apply:

- (1) Subsequent Transaction Document under and referring to this Agreement, if any;
- (2) Annex of this Agreement,
- (3) This Agreement;
- (4) Base Agreement, if any;
- (5) In case of doubts, the latest document prevails over the older document;
- (6) In case of doubts, the attachment prevails over the document it is attached to.

## 25. Validity

Lenovo agrees to provide the Services described in this Agreement provided you accept it, without modification, by signing in the space provided below on or before this date: 24.8.2019



Each Party accepts the terms of this Agreement by signing this Agreement by hand or, where recognized by law, electronically. Any reproduction of this Agreement, its Annexes and Amendments made by reliable means (for example, photocopy or facsimile) is considered an original.

**You agreed to:**

MIKROBIOLOGICKY US

By

**Lenovo agreed to:**

Lenovo Global Technology

By

Authorized signature

Name (type or print):

Title:

Date:

Authorized signature

Name (type or print):

Title:

Date:

**Reseller acknowledged and agreed to:**

Reseller acknowledged and agreed to the terms and conditions in this Agreement between Lenovo and the End User. Reseller became thoroughly familiar with this Agreement by reading it and understands its terms and the effect of those terms on its relationship with Lenovo and with the End User. For the avoidance of doubt, he Reseller is not a party to this Agreement. Reseller will not claim or remedy any damages or losses regarding the provision of Services which were agreed between the End User and Lenovo in this Indirect Customer Service Agreement. Reseller understands that these claims shall be directly between the End User and Lenovo. You also understand that you are not a party to this Agreement.

TS Europe BVBA

By



Authorized signature

Name (type or print):

**28. Mai 2019**

Service Agreement EMEA  
Agreement Number: ZHWLSU  
Base Agreement:

Customer: MIKROBIOLOGICKY US

**Title:**

**Date:**





## 1. Annex - Schedule

### Schedule for Services

**Name and Address:**  
 MIKROBIOLOGICKY US  
 VIDENSKA 1083  
 PRAHA 4 11 142 20

<b>Base Agreement Number:</b>		<b>Schedule Number:</b>	ZHWLSU	<b>Term of Agreement:</b>	
<b>Statement of Work Number:</b>		<b>Service Agreement Number:</b>	ZHWLSU	<b>Start Date:</b>	01/06/2019
<b>Change Authorization Number:</b>		<b>Schedule Effective Date:</b>	27/05/2019	<b>End Date:</b>	31/05/2020
<b>Your Customer Number:</b>	1310125727	<b>Proposal Reference Date:</b>	13/05/2019	<b>Renewal Period:</b>	0

<b>Charge Period Charges / Payment Plan:</b>			<b>Charge Period:</b>	
<b>Maintenance Charges:</b>		<b>One Time Charges:</b>	<b>Start Date:</b>	01/06/2019
<b>Service Charges:</b>			<b>End Date:</b>	31/05/2020
<b>TOTAL CHARGE PERIOD CHARGES:</b>				

<b>Billing Frequency:</b>	Annual	<b>Accumulated Adjustment Invoicing option<sup>1</sup>:</b>	N
<b>Billing Alignment:</b>	Contract	<b>Price Protection Option:</b>	Full Contract
<b>Automatic Inventory Increase Option Applies:</b>	N	<b>Billing Method:</b>	Immediate

Service Charges are based on the current inventory and Services identified in this Schedule. Actual Service Charges may vary with any additions, deletions, or changes to the inventory or Services. Any applicable taxes are not included in the Service Charge but will be added to your invoice.

This quote shall only serve as price information and does not represent a legally binding offer from Lenovo.



**Enterprise Total for Charge Period by Your Customer Number:**

Customer No.	Name	Customer Location	Charges
1310136290	MIKROBIOLOGICKY USTAV AV CR	VIDENSKA 1083, PRAHA 4, CZ, Czech Republic, 142 20.	
Total			

**Product List:**

Asset Location: 1310136290 City, State: PRAHA 4 , CZ

Product Description	Type	Model / Feature	Order / Serial Number	Charge Start Date	Charge Stop Date	Qty	Service	Type of Svc <sup>3</sup>	Code <sup>2</sup>	Charges
IBM System x3250 M5	5458	E6G	KD6A6VM	01/06/2019	31/05/2020	1	Post Warranty Service	PW Tech Install, NBD 11x5	H	
System x3650 M5, Intel Xeon E5-2630 v3 8C 2.4GHz, 16GB, 550W, Intel I350 Ethernet Controller	5462	D2G	06HRYGF	01/06/2019	31/05/2020	1	Post Warranty Service	PW Tech Install, NBD 11x5	H	
Lenovo System x3550 M5	5463	E3G	06BFVEZ	01/06/2019	31/05/2020	1	Post Warranty Service	PW Tech Install, NBD 11x5	H	
IBM System x3650 M4	7915	E2G	KD6X48V	01/06/2019	31/05/2020	1	Post Warranty Service	PW Tech Install, NBD 11x5	H	
IBM System x3550 M3	7944	C2G	KD65M4Y	01/06/2019	31/05/2020	1	Post Warranty Service	PW Tech Install, NBD 11x5	E	
<b>Subtotal</b>										
<b>Grand Total</b>										

See Legends for Details



**Legends:**

<sup>1</sup>Service Charge adjustments related to inventory and Service changes will be and invoiced with your next standard invoicing cycle (may be sooner for annual or semi-annual payment plans) if "Accumulated Adjustment Invoicing Option" is set to "yes" (Y) in the Schedule.

<sup>2</sup>Service Charges shown are for the Charge Period.

(E) indicates a Withdrawal from Maintenance (machines End of Service but still covered on best effort).

(F) indicates an assumptive Product included in the total Service Charge that has a manually inserted serial number and configuration provided by you.

(G) indicates an additional Product or configuration that was purchased and auto inserted on the Schedule of Services per Agreement terms.

(H) identifies a Product on an existing Agreement with duplicate Services.

(K) indicates assumptive Products included in the total Service Charge that are based on your provided configuration.

(M) indicates an upgrade is on order, but is not installed and applicable pricing not included.

(O) indicates a one time charge.

(P) indicates a Service based on a part-number.

(S) indicates a manual order installation date change.

(W) indicates a Product under warranty.

(X) indicates On-order Products which are shown for planning purposes only.

(Y) indicates On-Order Upgrade Products which are shown for planning purposes only. These charges are included in the related Machine.

<sup>3</sup>Type of Service

The indicated Service Levels are defined and listed per country in the "Operational Guide for Services" provided by Lenovo

([http://www.lenovo.com/images/products/system-x/pdfs/support/lenovo\\_services\\_hw\\_maintenance\\_op\\_guide.pdf](http://www.lenovo.com/images/products/system-x/pdfs/support/lenovo_services_hw_maintenance_op_guide.pdf)).

The application of the indicated Service Levels, in particular start and end of the relevant week days and operative Service Hours may vary based on country, region and the Eligible Product and Service.