

2008 Lenovo Influencer Program for Registered Partners

Overview

The Offer

The Lenovo Influencer Program for Lenovo Registered Partners is designed to reward the marketing efforts of Registered Partners who can earn fees from Lenovo when eligible end user customers (commercial, public sector or education end user customers) purchase eligible Lenovo Products directly from Lenovo at prices and terms established by Lenovo.

Start and/or end dates

- April 1, 2008 to March 31, 2009

Who is eligible?

- Lenovo Registered Partners

Where is this Available?

- In the United States, Puerto Rico or United States Territories

At a glance

- Description: Earn fees for influencing End Users to purchase Lenovo product(s) directly from Lenovo when the Lenovo Registered Partners Location ID (LOCID) is included on the End User purchase order.
- Eligible Participants: Lenovo Registered Partners
- Eligible Route: Only End User direct purchases from Lenovo qualify. End Users must place direct orders with sales teams located at 1-866-609-5193.
- Eligible Products: Lenovo ThinkPad® Notebooks, ThinkCentre® Desktops, ThinkStation™ Workstations(R), ThinkVision® Products, ThinPlus Services, PC Options, Think TopSeller and Lenovo 3000 Products. Wyse Thin Clients and Third Party Vendor Logo Hardware Options are also eligible.

Additional information/conditions

Fee Payments

Fee Payments are calculated based on the published fee schedule. Fees range from 1% to 6% of the net End User sales price, depending on products sold and discount off of list. For configured products, Lenovo calculates the overall discount off list based on the component parts, and applies the fees according to the fee schedule for the main system unit. The complete fee schedule can be requested by sending an email to lpn@lenovo.com.

Direct Pricing

Lenovo is responsible to provide approved End User direct pricing. Lenovo Registered Partners must call the Lenovo sales teams at 1-866-609-5193 to determine the approved End User Pricing for their End Users.

Key Process Steps

Market Lenovo products and influence the End User to purchase directly from Lenovo. Engage Lenovo sales

teams to obtain approved direct pricing/products at 1-866-609-5193. Ask End User to include your LOCID on the purchase order submitted to Lenovo. Fee payments processed by Lenovo and paid in month following the invoice month.

Other

The spirit of the program is to incent the Lenovo Registered Partner to bring incremental End Users to Lenovo where the End Users are not current direct customers of Lenovo or in which another Lenovo Registered Partner or Lenovo Solution Partner-Reseller has already been engaged via the Lenovo Influencer Program. Lenovo reserves the right to notify the Lenovo Registered Partner that fees will not be paid on any End User account that has purchased more than \$50,000 in direct product sales in the six months prior to the Lenovo Registered Partner's first End User order for this program.

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

Terms and conditions

Lenovo Registered Partners are eligible to participate in this offering under the terms of this announcement letter.

When a Lenovo Registered Partner participates in this program offering by referring a customer to Lenovo to buy Lenovo products or by receiving any benefits under this program, such participation is the Lenovo Registered Partner's agreement to the terms and conditions of this program offering.

Participation under this offering may be limited by Lenovo to specific states, agencies and/or Lenovo Government contracts.

Eligible End Users and Government Contracts

An eligible Commercial End User is anyone not part of your enterprise who acquires products for their own use and not for resale.

An eligible Public Sector End User is a publicly funded organization, or a private educational institution. Publicly funded organizations are administered by elected officials or appointed administrators, and include State governments (departments, commissions, authorities, districts), County governments (departments, courts), City governments (towns, townships, boroughs), Special districts (water, sewage, fire protection), and Public schools (systems, districts, state institutions of higher education), and Federal government agencies. Privately owned or controlled public service organizations such as utility companies, hospitals and research institutes are not eligible Public Sector End Users.

This program may be used with selected Lenovo Government Contracts (where Lenovo has a current pre-existing procurement vehicle, such as a term or schedule contract, with the government entity), and Lenovo Open Market Purchases (purchases made by a government entity that are not under an Lenovo Government Contract) and is void where prohibited by law.

The following End Users and Lenovo Government Contracts are EXCLUDED from the Lenovo Influencer Program for Registered Partners. Fees under the this program will not be paid to Lenovo Registered Partners for marketing to the following End Users and Lenovo Government Contracts:

- New York Metropolitan Transit Authority
- Students, Faculty and Staff of Educational Institutions
- State and Local Government of Indiana
- State of Indiana, Public and Private Education
- Kentucky Education Technology Systems (KETS) Contract for sales to K-12 school districts
- Commonwealth of Kentucky IDU (Instructional Device Upgrade) Contract

Lenovo reserves the right to add or delete any End User or Lenovo Government Contract to the exclusion list at any time. Unless otherwise specified by Lenovo any End Users or Lenovo Government Contracts added to the exclusion list will be effective the date of the revised exclusion list.

Eligible Sales and Orders

Eligible sales are:

1. made directly by Lenovo to the End User, using an ordering process specified by Lenovo and
2. in which the End User includes the Lenovo Registered Partners unique Lenovo Location Identification code (LOCID) on each individual order.

Fees will not be paid to Lenovo Registered Partners acquiring Lenovo Products for their internal use. Only purchases made by unaffiliated End Users are eligible under this offering. Purchases must be ordered by the End User and billed to the End User. The End User must place the final order for the Product. End Users may lease their equipment - see Third Party Financing section below for LOCID requirements.

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Pricing

Participants are only authorized to quote to the End User the products and pricing specified by Lenovo for the End User or Contract. Lenovo retains the right to offer special bid pricing to any End User who orders from Lenovo whether or not the Lenovo Registered Partner has requested the pricing, and any such special bid pricing will void eligibility for the fees if not approved in advance. Therefore, all orders with special bid pricing (versus Lenovo sales teams' standard delegation and/or approved direct contract pricing such as WSCA (Western States Contract Alliance), GSA (General Services Administration), etc., must be approved for this program prior to any End User price quotation and/or order placement or fees will not be paid for such orders.

Participating Lenovo Registered Partners must contact the responsible Lenovo customer representative at 1-866-609-5193 for current pricing and products prior to submitting any commercial or public sector customer quote to the End User.

RFP and RFQ Responses

Lenovo has many sources to identify various RFP (Request for Proposal) and RFQ (Request for Quotation) for End Users. Since the Lenovo Influencer Program for Lenovo Registered Partners is a direct only End User purchase program, Lenovo is responsible for determining if it is best to provide a direct response or to respond with an authorized Lenovo Registered Partner or both.

If the Lenovo Registered Partner decides that he would like to respond to the RFP or RFQ himself (as the vendor), he must not include Lenovo direct pricing on his response. Due to liability and contractual terms and conditions within RFPs and RFQs, Lenovo must be the only direct pricing and contractual terms and condition response that is submitted for that End User opportunity. If the RFQ or RFP is a win for Lenovo and the End User purchases direct, the same terms and conditions apply from this program in order for the Lenovo Registered Partner to receive fee payments. Lenovo will not pay fees to a Lenovo Registered Partner simply for bringing an RFQ or RFP to our attention.

End User Ordering Processes

Lenovo product orders for End Users may be placed with Lenovo via:

- an End User hard copy purchase order which is faxed or sent by email to Lenovo
- an End User personal page web site in which the Lenovo Registered Partner is pre-approved by the End User as their Designated Influencer of Record (described below)
- telephone by calling Lenovo's Phoenix sales team at 1-866-609-5193.
- online quote(s) which are converted to an order online by the End User

Orders placed with Lenovo through other means will not be eligible for fees. Lenovo may contact the individual End User to validate the Lenovo Registered Partner's LOCID and marketing efforts associated with individual orders.

End User Orders and LOCID

End Users must include the LOCID of the Lenovo Registered Partner on each order at time of order placement for the Lenovo Registered Partner to earn any fees.

LOCIDs may be provided by the End User via

- an End User hard copy purchase order with the Lenovo Registered Partner's LOCID included that is faxed or sent by email to Lenovo. For online quotes converted to orders by the End User, a copy of the purchase order must be submitted to Lenovo for verification of the LOCID for payment purposes. If the End User purchase order is not received within 5 business days of order placement, fees will not be paid.
- a personal page web site where the End User has pre-approved a Lenovo Registered Partner (and LOCID) as their Designated Influencer of Record (described below)
- telephone when an order is placed verbally using the End Users' credit card for payment purposes

A Lenovo Registered Partners' name will not be accepted in lieu of a valid LOCID on the End User's order. Separate or subsequent orders from the same End User which do not include the LOCID will not be eligible for fee payment. Lenovo may contact the individual End User to validate the Lenovo Registered Partner's LOCID and marketing efforts associated with individual orders.

It is the Lenovo Registered Partner's responsibility to ensure that its End Users know their 5 digit LOCID, and that the LOCID is provided by the End User for each order submitted to Lenovo by the End User. LOCID changes and/or additions of LOCIDs on the purchase order after the order has been accepted by Lenovo will not be accepted retroactively and fees will not be earned.

Third Party Financing and LOCID

If a third party lease finance company is selected by the End User to finance the purchase of Lenovo products, the third party finance company must submit a purchase order to Lenovo which includes:

1. End User's business name and
2. Lenovo Registered Partner's LOCID on the third party finance company's purchase order.

Alternatively, an email confirmation and/or separate purchase order from the End User may be obtained by Lenovo to verify the Lenovo Registered Partner's LOCID for the third party leasing order.

Designated Influencer of Record and LOCID

Lenovo Registered Partners, in addition to authorized Lenovo Solution Partner-Resellers may offer an End User a Lenovo Personal Page Web site order alternative in addition to the existing email and/or fax ordering process. All orders placed on the End Users' Personal Page Web Site will be linked to a specific Lenovo Registered Partner's or Lenovo Solution Partner-Reseller's LOCID (location ID) when the End User confirms the Lenovo Registered Partner's or Lenovo Solution Partner-Reseller's engagement with the End User account via a signed Designated Influencer of Record form submitted to Lenovo.

The Designated Influencer of Record Form must be signed by an End User, received and also approved by Lenovo, prior to the End User Lenovo Personal Page Web Site being created and/or linked with a specific Lenovo Registered Partner's or Lenovo Solution Partner-Reseller's LOCID. The Designated Influencer of Record Form is located at:

http://www.pc.ibm.com/partner/us/designated_influencer.pdf

End Users who sign the Designated Influencer of Record Form must be an individual responsible for the purchasing decisions within the organization such as a Procurement Officer, President, etc.

The Designated Influencer of Record is available to all Lenovo Registered Partner's or Lenovo Solution Partner-Resellers, however, End Users and Lenovo Government Contracts identified in the Eligible End Users and Government Contracts section above are excluded from participating.

Only one Lenovo Registered Partner or a Lenovo Solution Partner-Reseller may be designated as the Designated Influencer of Record associated with an End User Lenovo Personal Page Web Site. The first Lenovo Registered Partner or Lenovo Solution Partner-Reseller who requests a Lenovo Personal Page for the End User using the Designated Influencer of Record Form will be assigned to the Personal Page, assuming an End User has signed and submitted the required form. Lenovo reserves the right to deny the creation and/or modification to a Lenovo Personal Page Web Site(s) if an End User Web Site already exists or if the request is to create Lenovo Personal Page Web Sites for individual departments and/or purchasing groups within the End Users' organization.

The Designated Influencer of Record Form can be modified at any time by the End User, to either replace the Designated Influencer of Record with another Lenovo Registered Partner or Lenovo Solution Partner-Reseller or to remove the existing Designated Influencer of Record entirely. End Users may also select a different Lenovo Registered Partner or Lenovo Solution Partner-Reseller for non Personal Page Web Site Orders by submitting a purchase order which lists a LOCID of another Lenovo Registered Partner or Lenovo Solution Partner-Reseller. If an End User replaces or removes a Designated Influencer of Record, that Lenovo Registered Partner or Lenovo Solution Partner-Reseller will no longer receive credit for purchases made on the Personal Page.

Lenovo will monitor activity per each Personal Page associated with a Designated Influencer of Record and may discuss the timing and volumes of purchase activity

with the End User and Lenovo Registered Partner or Lenovo Solution Partner-Reseller to determine if a Personal Page should be removed due to inactivity.

Lenovo reserves the right to periodically contact the End User(s) to validate the Designated Influencer of Records' ongoing support activities to the End User(s), including, but not limited to, the following activities; pre and post sales support, marketing and advertising, demonstrations, configuration assistance, training, consulting, application and/or hardware integration, network management, etc.

Lenovo Registered Partner's who wish to participate as a Designated Influencer of Record for their End User via their Personal Page web site should contact their assigned Lenovo Direct Sales Representative or call 1-866-609-5193. The Designated Influencer of Record Form must be on file and approved by Lenovo prior to any creation and/or modification to a Lenovo Personal Page Web Site for an End User.

Fees, Eligible Products and Dispute Process

Eligible Products: Lenovo ThinkPad Notebooks, ThinkCentre Desktops, ThinkStation Workstations, ThinkVision Products, ThinkPlus™ Services, PC Options, Think TopSeller and Lenovo 3000 Products. Wyse Thin Clients and Third Party Vendor Logo Hardware Options are also eligible.

Fee Payments: Fee Payments are calculated based on the published fee schedule. Fees range from 1% to 6% of the net End User sales price, depending on products sold and discount off of list. For configured products, Lenovo calculates the overall discount off list based on the component parts, and applies the fees according to the fee schedule for the main system unit. The complete fee schedule can be requested by sending an email to: lpn@lenovo.com. The fee schedule is considered an additional element of the terms and conditions of this program. Notification regarding any updates to the fee Schedule regarding fees and/or eligible products will be sent to Registered Partners in an email with 30 days notice according to the terms and conditions of this announcement.

Lenovo retains the right to offer special bid pricing to any End User who orders from Lenovo whether or not the Lenovo Registered Partner has requested the pricing, and any such special bid pricing will void eligibility for the fees if not approved in advance. Therefore, all orders with special bid pricing (versus Lenovo sales teams' standard delegation and/or approved direct contract pricing such as WSCA (Western States Contract Alliance), GSA (General Services Administration), etc., must be approved for the Lenovo Influencer Program for Lenovo Registered Partners prior to any End User price quotation and/or order placement or fees will not be paid for such orders.

Fees will be earned as of the date Lenovo invoices the End User and will be paid to the Lenovo Registered Partner during the following calendar month.

If the Lenovo Registered Partner does not receive its payment, they must complete a dispute form. Dispute forms may be obtained by sending an email to lpn@lenovo.com.

The dispute form must be submitted within 90 days of the date of invoice to the End User. If the Lenovo Registered Partner fails to do so, no fee payment will be made. Lenovo may cancel its underlying debt to the Lenovo

Registered Partner associated with fee payment checks not cashed within six months.

Additional Terms and Conditions

Provided all terms and conditions are satisfied, Lenovo Registered Partners are only entitled to compensation for orders Lenovo accepts during the term of the Lenovo Influencer Program for Lenovo Registered Partners.

Products sold through the Lenovo Influencer Program for Lenovo Registered Partners for which a Registered Partner receives a fee, are not eligible for other Lenovo rebates or marketing programs, with the exception of any programs specifically announced for Registered Partners.

The Lenovo Registered Partner will be required to reimburse Lenovo for fees paid if for any reason the Product is returned to Lenovo.

If for any reason Lenovo overpays a Registered Partner, the Lenovo Registered Partner agrees to reimburse Lenovo the overpaid amount.

Lenovo will periodically reconcile amounts paid to a Lenovo Registered Partner to amounts actually earned. Lenovo may withhold future fees earned for any reimbursements owed Lenovo. 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.

Fees will not be paid under the following circumstances:

- Lenovo decides not to accept the order (for example, if the End User's credit is inadequate)
- the order does not include a valid Lenovo Registered Partner LOCID
- the End User cancels the order
- the End User returns the Product to Lenovo
- when Lenovo brings in the Lenovo Registered Partner or Lenovo Solution Partner-Reseller to assist with the opportunity
- when any special bid pricing is not approved in advance for the Lenovo Influencer Program for Lenovo Registered Partners prior to End User price quotation or order placement
- when the Lenovo Registered Partner identifies and RFP or RFQ and submits the lead to Lenovo

The Lenovo Registered Partner must:

- disclose to End User that the inclusion of a LOCID on the order will result in a fee payment to the Lenovo Registered Partner
- cooperate with Lenovo in fulfilling any requirements of the End User
- distinguish between those activities it performs on its own behalf and those it performs on Lenovo's behalf
- assist Lenovo upon our request in the collection of the accounts receivable for Products for which the Lenovo Registered Partner earned a fee.

- provide to Lenovo, if requested in writing, records it keeps in the normal course of business, relating to recommendations made which resulted in an End User's acquisition of Lenovo Products for which Lenovo paid a fee.
- not submit an RFP or RFQ response (as the submitting vendor) and include Lenovo direct End User pricing on behalf of Lenovo

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 Lenovo 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 Lenovo Registered Partner is liable under law and the terms of this program offering, a Lenovo 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 Lenovo 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 Influencer Program for Lenovo Registered Partners, Lenovo reserves the right to withhold fee payments and to take such further action, including, but not limited to, termination and indemnification.

Public Sector Additional Terms

In advance of receiving any fees from Lenovo for the sale of Lenovo products to an eligible Public Sector End User customer, a Lenovo Registered Partner must promptly notify Lenovo if they:

1. have ever been barred, terminated, suspended or disqualified from participation in a federal, state or local government bid or contract;
2. have any employees who are executives, officers, owners or key principals of their company, or a member on their board of Directors, who have an immediate family member or anyone in their household who is an employee of any government

office who has responsibility for making procurement decisions; or

- 2a) who has a separate business relationship with an employee of any government office who has responsibility for making procurement decisions. Lenovo must be notified by the Lenovo Registered Partner via email at pcbpapps@ca.lenovo.com to explain the above circumstances.

Failure to notify Lenovo that any of the above circumstances exist prior to earning any fees from Lenovo for a sale to a Public Sector End User customer may be considered a breach of this offering. In addition, you must notify Lenovo promptly if your answer to any of these questions change.

Changes to Offering: Lenovo may change prices at anytime.

Lenovo may change the offering's eligibility criteria, eligible Products, applicable fees, and other offering terms, including withdrawal of the offering upon one month's written notice.

This offering is subject to the terms of this announcement letter.

When a Lenovo Registered Partner participates in this program offering by referring a customer to Lenovo to buy Lenovo products, or by receiving any benefits under this program, such participation is the Lenovo Registered Partner's agreement to the terms and conditions of this program offering.

Trademarks

Lenovo, ThinkStation, and ThinkPlus are trademarks of Lenovo in the United States, other countries, or both. ThinkCentre, ThinkPad, and ThinkVision 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.