



LENOVO NETFILTER TERMS OF SERVICE

These Terms of Service apply to both Lenovo NetFilter and Lenovo NetFilter Plus Software as a Service offerings (referred to herein as “Lenovo NetFilter”) and are subject to change without notice unless prohibited by local law. Effective Date: March 31, 2023

ATTENTION: READ CAREFULLY BEFORE USE OF THE LENOVO NETFILTER SERVICE. THIS AGREEMENT GOVERNS YOUR SUBSCRIPTION TO AND USE OF LENOVO NETFILTER.

BY ACCEPTING THESE LENOVO NETFILTER TERMS OF SERVICE (“TERMS OF SERVICE”), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS OF SERVICE, YOU AGREE TO THE TERMS OF SERVICE AND THE AGREEMENT AS DEFINED BELOW. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE AND AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE SERVICES.

Lenovo NetFilter is to be used as a web-based service by Lenovo customers, subscribers and other authorized users. These Terms of Service, along with the LanSchool and Lenovo NetFilter Privacy Statement (found at <https://files.lenovosoftware.com/privacy/LanSchool-NetFilter-Privacy-Statement.pdf>) form the entire legal agreement between you and Lenovo, governing your use of Lenovo NetFilter (collectively “Agreement”). Your use of Lenovo NetFilter constitutes your consent to all of the terms of this Agreement.

1. Ownership and License

Your use of Lenovo NetFilter does not include the transfer of any ownership of intellectual property rights from Lenovo to you.

As between you and Lenovo, we and/or our suppliers, as applicable, own:

- Applications, software, and services, such as Lenovo NetFilter, that we have developed and made available for your use.
- Websites you may use to access Lenovo NetFilter and all content published on them.
- The names “Lenovo” and any other logos, names, and other marks used to identify Lenovo NetFilter.

Lenovo NetFilter and other Lenovo software applications, products and services are protected by United States and international laws and treaties protecting patents, trademarks, copyrights, and other intellectual property. Subject to applicable laws and the rights granted to you under this Agreement, Lenovo NetFilter consists of Lenovo’s and/or our suppliers’ proprietary information. This Agreement gives you no rights other than those stated in its terms. Your license to use



Lenovo NetFilter will automatically terminate if you use Lenovo NetFilter in any manner that violates this Agreement, any applicable law, or any rights of Lenovo. We reserve the right to use any lawful means to prevent unauthorized use of Lenovo NetFilter, such as technological barriers, IP mapping, and contacting your Internet Service Provider or wireless carrier.

You do not own Lenovo NetFilter, but only have a limited, non-exclusive, revocable license to use Lenovo NetFilter as permitted by this Agreement.

The U.S. Government acknowledges Lenovo's representation that Lenovo NetFilter and its documentation were developed at private expense and is not in the public domain and that the software components of Lenovo NetFilter are Restricted Computer Software as the term is defined in Clause 52.227-19(FAR) and is Commercial Computer Software as that term is defined in Subpart 227-471 (DFARS).

Where applicable, use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights of Technical Data and Computer Software clause as DFARS 252.227-7013. Contractor/manufacturer is Lenovo (United States), Inc. at 8001 Development Drive, Morrisville, NC 27560.

2. Changes to Lenovo NetFilter

We may update, modify, enhance, suspend, or cease making available Lenovo NetFilter at any time including, without limitation, automatically delivering new versions or features to Lenovo products, applications, software and services when they become available and removing them from application stores at our sole discretion. Where Lenovo NetFilter depends on interaction with Lenovo operated online services, we may also disable functionality of such an experience at any time and for any reason.

3. Prohibited Uses

You may use Lenovo NetFilter provided to you under the terms of this Agreement solely as provided to you and without modification. You may not use, or encourage, promote, facilitate or instruct others to use Lenovo NetFilter other than for its intended purpose, including any illegal, harmful, or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them.

Prohibited uses of Lenovo NetFilter included, but are not limited to:

- Use in any way that violates copyright or any other applicable law.
- For any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- For harmful or fraudulent activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- To provide content that infringes or misappropriates the intellectual property or proprietary rights of others.
- To provide or transmit content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- To violate the security or integrity of any network, computer, communications system, software application, or network or computing device.

- To create any information or content that contains computer viruses, or any other computer code, files or programs designed to destroy, interfere, overload, interrupt or otherwise limit the functionality of any computer software, computer hardware or other equipment.
- In a manner that could damage, disable, overburden, disrupt or impair the service or any Lenovo owned network or system.
- To interfere with anyone else's ability to lawfully access and use Lenovo NetFilter to access any communications, content, or other information to which you do not have rights.
- To modify Lenovo NetFilter (electronically or otherwise) on your computers or mobile devices, or make any copies, adaptations, derivative works, transcriptions, or merge any portion thereof, except as may be installed by their automated installation functions.
- To decompile, disassemble, decrypt, reverse engineer, translate, or otherwise attempt to derive the source code of Lenovo NetFilter or otherwise alter Lenovo NetFilter.
- Without permission, including attempting to probe, scan, or test the vulnerability of Lenovo NetFilter or to breach any security or authentication measures.
- Use of Lenovo NetFilter to provide services to third parties.
- Transfer or resell any of the rights granted to you by these Terms of Service.

If you become aware of any violation of prohibited uses set forth in this Section 3, you will immediately notify Lenovo and provide Lenovo with assistance, as requested, to stop or remedy the violation.

Lenovo reserves the right, but does not assume the obligation, to investigate any violation of the prohibited uses or misuse of Lenovo NetFilter. Lenovo may: 1) investigate violations of the prohibited uses provided herein; or 2) remove, disable access to, or modify any content or resource that violates this Agreement. Lenovo may report any activity that it suspects violates any law or regulation to the appropriate law enforcement authorities. Lenovo's reporting may include disclosing appropriate customer information. Lenovo may also cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to the alleged violations.

4. Responsibility for Use; Acknowledgement of Web-monitoring Functionality

You are responsible for your own use of Lenovo NetFilter and all information that you associate with it. To the fullest extent permitted by law, we expressly disclaim all responsibility for, and all warranties (express, written or implied) related to the accuracy, completeness, safety, reliability, or lawfulness of Lenovo NetFilter. By using Lenovo NetFilter, you acknowledge that your use of Lenovo NetFilter is at your own risk.

By accepting these terms, enabling and using Lenovo NetFilter, you acknowledge and agree that you recognize that Lenovo NetFilter incorporates technology which provides the ability to monitor and react to end user URL requests (web filtering) and other end-user behaviors, such as searches, messaging, and other activities that may violate the customer's policies for end-users. Therefore, by enabling and using Lenovo NetFilter, you recognize that your supported devices will collect and transmit data to the Lenovo NetFilter web application for analysis and, ultimately, customer policy enforcement when configured customer policies are violated or conditions met.



5. Privacy and Security

These Terms of Service incorporate the terms of the NetFilter Privacy Statement, which is located at <https://files.lenovosoftware.com/privacy/LanSchool-NetFilter-Privacy-Statement.pdf>.

It is your obligation to adopt and implement, and maintain for as long as this Agreement is in effect, appropriate and industry-standard technical and organizational measures to protect data against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities.

6. Free Trial Period

If you are using Lenovo NetFilter as part of a no-cost trial ("Free Trial"), the length of your Free Trial is not guaranteed for any period of time. In the event that you are using Lenovo NetFilter as a Free Trial, your Free Trial ends at the earlier of a) the time specified by Lenovo in association with the Free Trial, b) the time your paid subscription begins, as initiated by your submitting a purchase order for the product and/or service, or c) at any time in Lenovo's sole discretion, subject to applicable law.

7. Confidentiality

Any non-public information which is received under this Agreement by one party from the other or its respective affiliates and which is clearly marked as "confidential" or that a reasonable person would consider to be confidential based on the nature of such information and/or the circumstances surrounding its disclosure ("Confidential Information") shall be (i) maintained in confidence during the term of this Agreement and for two (2) years following termination or expiration of this Agreement (or, if it is Confidential Information additionally marked as and comprising a "trade secret," for so long as it remains a trade secret under applicable law), (ii) used only for the purpose of fulfillment of the receiving party's obligations under this Agreement, and (iii) protected during such periods against unauthorized disclosure by the receiving party, except for the following permitted disclosures: (a) disclosure to the receiving party's affiliates, employees and contractors with a business "need to know" for the exercise of the receiving party's rights or fulfillment of its obligations under this Agreement, provided that such further recipients are also obligated by the receiving party to protect the Confidential Information to the same extent as the receiving party under this section "Confidentiality" and (b) disclosure with the prior written consent of the disclosing party. Further, the receiving party is permitted to disclose any protected Confidential Information of the disclosing party, to the extent required by law, on condition that in any such case the receiving party promptly notifies the discloser (to the extent not prohibited by applicable law), to allow the disclosing party a reasonable opportunity to seek a protective order. Confidential Information is provided with no warranty, and without liability as to its accuracy or completeness. 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 Information under this section "Confidentiality".

Information shall not be considered "Confidential Information" under this section, "Confidentiality", and the receiving party is free to disclose it, if: (i) the information was already in the recipient's possession without obligation of confidentiality at the time of its receipt from the receiving party; (ii) the information was independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) the information was obtained from a third party without obligation of confidentiality to the disclosing party; (iv) the information was or becomes publicly available through no breach of this Agreement by the receiving party or its affiliates,

employees and contractors; or (v) the disclosing party reveals the information to a third party without imposing an obligation of confidentiality on the third party.

8. Export Regulations

Any use, export, re-export, or transfer in-country, either directly or indirectly, of technical data supplied by Lenovo under this Agreement is subject to applicable export laws and regulations, including without limitation those of the United States and the European Union, as applicable. You are responsible for compliance with all applicable export laws and regulations when using, exporting, re-exporting, or transferring in-country, directly or indirectly, any such technical data. You shall defend, indemnify and hold Lenovo and its affiliates harmless from any claim, damage, liability or expense (including but not limited to reasonable attorneys' fees, costs of investigation, and costs of defense) arising out of or in connection with any violation of this section, "Export Regulations".

9. Disclaimer of Warranties and Limitations on Liability

Neither Lenovo or any of its affiliates are responsible for (i) delays in delivery or use of Lenovo NetFilter or in providing support services, no matter who caused the delay; (ii) damages from, or performance prevented by, any cause not within our reasonable control, or for losses resulting from negligence, intentional wrongdoing or other actions or omissions of you or your employees or agents; or (iii) damages from our access, use, transmission or sublicensing, whether directly or indirectly, of your data, the loss of data, or the re-input of lost data for any reason, including failure of Lenovo NetFilter or support services. It is your responsibility to back-up your data on a daily basis and to provide off-site back-up storage.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR A SEPARATE WARRANTY AGREEMENT, LENOVO NETFILTER IS PROVIDED "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, WRITTEN OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; UNINTERRUPTED OPERATION WITHOUT ERROR; FREE OF HARMFUL COMPONENTS; ANY CONTENT, INCLUDING YOUR CONTENT OR THIRD-PARTY CONTENT WILL BE SECURE AND NOT OTHERWISE LOST OR DAMAGED; AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LENOVO AND ITS AFFILIATES, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERMITTED BY YOUR JURISDICTION OR, IN THE ABSENCE OF A LEGAL MINIMUM, NINETY (90) DAYS FROM THE DATE OF DELIVERY OF LENOVO NETFILTER OR MINIMUM PERMITTED BY YOUR JURISDICTION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

YOUR USE OF LENOVO NETFILTER DOES NOT, IN ANY WAY WHATSOEVER, EXTEND ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES THAT APPLY TO LENOVO PRODUCTS.

By using Lenovo NetFilter, you agree that, to the extent permitted by law, neither Lenovo or its affiliates will have any liability for special, indirect, or consequential damages that you may sustain from your use of Lenovo NetFilter, whether due to loss of data or profits, negligence, breach of contract, or otherwise. The total aggregate liability of Lenovo, its affiliates and suppliers shall be



limited to the amounts paid or payable by you to Lenovo for use of Lenovo NetFilter under this Agreement in the six (6) month period prior to the date when the cause of action arose. This limitation applies under contract, tort, strict liability, or any other legal theory.

To the extent permitted by law, you assume all risks concerning the suitability and accuracy of the information that you send or receive using Lenovo NetFilter. Lenovo NetFilter may contain technical inaccuracies or typographical errors. We assume no responsibility for any such inaccuracies, errors, or omissions associated with Lenovo NetFilter.

Lenovo NetFilter does not guarantee or monitor your health, safety, or security. Lenovo NetFilter is not a replacement for any current emergency, automated emergency or other emergency system, hardware or software and are not intended to diagnose or treat any specific medical condition. Lenovo NetFilter is not fault-tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance where a failure of Lenovo NetFilter could lead directly or indirectly to death, personal injury, or severe physical or environmental damage, nor is it intended for use in connection with any nuclear, aviation, mass transit, or any other inherently dangerous application that could result in death, personal injury, catastrophic damage, or mass destruction ("High-Risk Activities"). You agree that we will not be responsible for any injury, environmental damage, or property damage arising out of your use of Lenovo NetFilter in High-Risk Activities.

Lenovo will not be responsible for the actions of any individual or any accident that results while using or attempting to use Lenovo NetFilter. FAILURE OF LENOVO NETFILTER DOES NOT CONSTITUTE AN OPPORTUNITY TO HOLD LENOVO OR ITS AFFILIATES LIABLE FOR ANY DAMAGES. YOU AND YOU ALONE ARE RESPONSIBLE FOR THE CONSEQUENCES OF USING LENOVO NETFILTER.

10. Indemnity

You agree to indemnify, defend, and hold harmless Lenovo and its affiliates, officers, agents, co-branders, partners, and employees from any third-party claim or demand (including but not limited to damages, litigation costs, and reasonable attorney's fees) that relates to your use of Lenovo NetFilter or your violation of this Agreement. We reserve the right to assume the exclusive defense and control of any dispute in which you must indemnify us, and you agree to cooperate with our defense and settlement of these claims. We will use reasonable efforts to notify you of any such disputes once we become aware of them.

11. Term and Termination

The term of this Agreement begins on the date your order is received for Lenovo NetFilter and shall continue in full force and effect for a period of one (1) year thereafter and shall automatically renew for additional one (1) year periods for as long as you continue to use the Lenovo NetFilter service, unless terminated earlier in accordance with the terms of this Agreement. We reserve the right to: (1) limit or terminate your use of Lenovo NetFilter at any time if we determine in good faith concern that such use a) violates an applicable law or these Terms of Service; or b) may subject Lenovo and its affiliates to liability; and (2) inform law enforcement of any illegal activity or material relating to use of Lenovo NetFilter and provide law enforcement officials with all requested information we may have, including but not limited to the name, phone number, and email addresses of any user account suspected of illegal activity. Any terms of this Agreement, which by their nature survive the expiration or termination of this Agreement, including but not limited to Limitations on Liability and Indemnity, shall survive the expiration or termination of this Agreement.



12. Trademarks

Lenovo's holds exclusive rights, title and interest in and to the Lenovo trademarks. All other product or service names are the property of their respective owners as applicable. You may not alter, obscure, or render unclear any trademark, logo, or other notice that indicates the rights of Lenovo or our licensors and suppliers, whether built into Lenovo NetFilter, printed on packaging or promotional material, published online, or otherwise.

13. Notices

We may be required by state, federal, or provincial law to notify you of certain events. In addition, we may need to notify you from time to time regarding changes to this Agreement or Lenovo NetFilter. Such notices will be effective upon our posting them to our website, your installation or use of any updates to Lenovo NetFilter, or our delivery of a notice to you by email, postal mail, or other means as required by law. If you do not provide us with accurate information to contact you, we will not be held liable if we fail to notify you.

You consent to receiving any notices regarding the Agreement or any notice required by law, including notice of a breach of security involving your personally identifiable information, through an email message or other electronic communication.

Any notices that we send to you by email will be sent to the email address you provided when you registered for an account or any email address in your profile.

14. Force Majeure

Except for payment obligations, 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.

15. General information

This Agreement is the sole and complete understanding of the parties regarding the subject matter hereof, and supersedes any prior agreements between you and Lenovo relating to your use of Lenovo NetFilter with respect to its Software as a Services application. Any prior purchase you or your organization may have previously made of any other Lenovo product in no way includes or entitles you to use Lenovo NetFilter, unless expressly agreed by Lenovo.

By using Lenovo NetFilter in the United States, you agree that the statutes and laws of the State of New York, without regard to any principles of conflicts of law, will apply to all matters relating to your use of Lenovo NetFilter. You also agree that any litigation arising from use in the United States will be subject to the exclusive jurisdiction of the state courts of New York, in which case, you consent to the personal jurisdiction of those courts. By using Lenovo NetFilter in any European country, you agree that the statutes and laws of England and Wales, without regard to any principles of conflicts of law, will apply to all matters relating to your use of Lenovo NetFilter. You also agree that any litigation in Europe arising from your use there will be subject to the exclusive jurisdiction of England and Wales, in which case, you consent to the personal jurisdiction of those courts. By using Lenovo NetFilter in the Asia-Pacific region, you agree that the laws of Hong Kong apply to all matters relating to your use of Lenovo NetFilter and further agree that any litigation arising from your use there will be subject to the exclusive jurisdiction of the courts of Hong Kong. Your use of Lenovo NetFilter in any country, territory, and/or region, not



otherwise covered by the foregoing shall be governed by the laws of the country in which the Lenovo affiliate which provided the service is located, without regard to its conflict of law principles. Our failure to exercise or enforce any right or provision of this Agreement does not waive our right to exercise or enforce our rights in the future. If any court finds a provision of these terms and conditions to be invalid, then you agree that the court should endeavor to give effect to the intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.