

Service Description: In-Home Internet Service Provider Service

Service Overview

Dell's In-Home Internet Service Provider (ISP) Set Up service (the "Service" or "Services") provides for a single one time service, configuration and review of a new or existing ISP connection one (1) single PC at the Customer's location, as set forth in this document (the "Service Description"), and includes the following:

- Setup new ISP connection or troubleshoot existing ISP connection
- Configure ISP software and hardware
- Reboot system and verify connection to Internet is maintained
- Basic overview of Service for Customer.

By purchasing these Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this Service Description. Service will be provided during the hours of 8:00am to 6:00pm, Monday through Friday, excluding holidays. Service is available on Dell desktops, notebooks, and workstations ("system"). Dell is not obligated to install products which are not purchased from Dell. This Service Description anticipates standard installation and troubleshooting, but certain additional mutually-agreed upon tasks may be ordered in conjunction with this Service for additional fees ("Add-On Services").

Not Included With This Service:

- a. Internet service, hardware, or Software. (The Services provided under this Service Description are labor only.)
- b. Migration or transfer of data or applications.
- c. Warranty service or support. This Service is a one time event. Does not include any warranty for products or re-installation of devices following any warranty service.
- d. Scripting for application installations at the desktop.
- e. Troubleshooting of applications or application compatibility issues.
- f. Configuration of static IP addresses for peripherals/devices.
- g. Network attach of system to other than an Ethernet LAN.
- h. Customization of end user's MS Windows desktop, including desktop icons, folders, or the configuration of applications.
- i. Virus removal or disaster recovery (such as application software and reloading data).
- j. Network cabling (excluding cable from system to network jack) or any other environmental or power related activities.
- k. Advanced peripheral/device configuration.
- l. Configuration and set-up of a Virtual Private Network.
- m. Any related network problems or any activities which would be unique to the system's operation on a network.
- n. Detailed training on system(s), hardware, peripherals or devices.
- o. Any activity not specifically set forth in this Service Description.

Customer's Responsibilities:

A. Prior to Dell arriving on-site for Service:

1. **Complete a backup of all existing data and programs on affected systems. DELL WILL HAVE NO LIABILITY FOR ANY LOSS, BACK-UP, OR RECOVERY OF ANY DATA, PROGRAMS, OR FOR LOSS OF USE OF SYSTEM(S).**
2. Review this Service Description carefully.
3. Ensure that Dell is notified if the Service location is different than the invoice shipping address.
4. Make all necessary machine naming instructions available to Dell.
5. Receive new equipment shipped from Dell.

6. Ensure internet connectivity is established to the home prior to technician's arrival.

Note: In no event shall Dell be liable to Customer or any third party for any communication charges (such as, but not limited to, long distance charges) as a result of using Customer's ISP connection.

B. During the on-site Service:

1. Ensure that individual over age 18 is present and available during the Service to assist the technician with information necessary to complete the Services.
2. Provide technician with safe and adequate work environment with sufficient space for the delivery of Services. Ensure that the system and all items necessary for Service are available to the technician and located in the immediate area where the Service is to take place. This includes ensuring systems and related equipment are easily accessible by Dell without the need to move furniture and supplying hand carts as needed.
3. Provide appropriate access to buildings (including elevator access if equipment must be moved between floors), security escorts, and access to parking facility (at no charge) during the performance of the Service.
4. Provide technician access to office communications equipment necessary to provide the Services. This includes, but is not limited to phones, phone/data lines and fax access. Ensure all cables are available, including cables required for connection of external peripheral devices, phone jack/network jack, phone cord/Ethernet cable and USB cables. Ensure sufficient power, electrical outlets, and power strips are provided to properly run the system.
5. Ensure that Customer information including, but not limited to, credit card information and passwords is kept confidential and safeguarded. If required, technician will ask Customer to input certain information directly into system(s) including, but not limited to, ISP passwords. **Customer should not provide any credit card information to technician.**
6. Provide all site or facility specific hardware and/or software, infrastructure configuration information and instructions, and internal resources as necessary for the delivery of the Services (such as TCP/IP address, DHCP and CIDR address, network access)
7. Ensure that existing hardware and software is set-up and functioning, has a working USB port and CDROM drive or a network interface card ("NIC"), and Microsoft Windows XP or newer.
8. **Assume all responsibility for any and all software licensing requirements. Technician will "accept" any and all electronic agreements on Customer's behalf that are a part of the Service unless directed in writing by Customer otherwise.**
9. Provide legally licensed copies of ISP software.
10. Customer is responsible for removal of any trash and the relocation or removal of Customer's old equipment. Technician will place trash and old systems neatly in the immediate area.

IMPORTANT NOTICE: If any of the items Customer is required to provide are not immediately available to the technician upon arrival at the site location, the technician will accomplish as much of the Service as reasonably possible under the circumstances, and Customer will be responsible for any further Service. In no event will Customer be entitled to any refund for amounts paid by Customer to receive any additional service.

Key Service Steps:

Scheduling and Scope

- a. Within 48 hours after the order is shipped, Dell will contact the Customer to confirm the contact information, review the specifics of the Service, and schedule the Service date. The assigned technician will contact the Customer 24 hours prior to scheduled Service date to re-confirm.
- b. Provided the terms and conditions set forth in this Service Description have been fulfilled, the technician should arrive at the Customer site on the agreed upon date.

On-site Activities

General:

1. Verify the availability of Customer-provided physical site, power, and broadband connection (if applicable).

Internet Service Provider Connection:

1. For a new connections:
 - a. Connect phone line/ coaxial cable from system modem to wall outlet/broadband modem. (Customer must supply phone / cable cords and adapters as necessary.)
 - b. Install or verify installation of Ethernet hardware, drivers, and protocols on system that will connect to the router/AP through wired Ethernet connection.
 - c. For existing networks: connect to the network hard wired, through a wireless card, or through an adapter. (Technician will not create / re-create a Peer to Peer network.)
 - d. Verify Internet connection is operating properly.
2. For an existing connection:
 - a. Tech will replicate ISP issue with customer.
 - i. If tech can identify issue involves software, Internet browser application, or virus and/ or malware, tech will provide estimate for repair via other Dell Services (Spyware and Virus removal or OS reinstall for examples).
 - b. Tech will inspect all ports and connections for damage
 - c. If there is an existing wireless network, connect hard wired through a wireless card of a network adapter.
 - d. Power off all devices connected to modem
 - i. Verify quickset options
 - e. Set or reset ISP setting as required.
3. Reboot system(s) and ensure connection is maintained.
4. Have customer send a test email to customer's account, verifying send and receive email functionality.

Overview of Service/Project Closeout:

1. Upon completion of the Services, the technician will provide Customer with a "Checklist and Customer Acceptance Form." By signing the Form, Customer accepts that the Services have been properly performed and acknowledges that the system is in good working order.

Important Additional Information

Re-Scheduling Service. If Dell is unable to complete the Service for reasons unrelated to Dell's performance, Customer will be charged the full amount of the Service as if Dell had completed the Service. Additional amount will be due for re-scheduling Service.

No Warranty For Compatibility. Dell DOES NOT represent or warrant hardware or software compatibility. **DELL DOES NOT WARRANT THIRD PARTY PRODUCTS. DELL IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS CONTROL.** Third-party software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. Customer should consult the applicable product documentation for specific warranty information.

LIMITATION OF LIABILITY. DELL WILL HAVE NO LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF USE, LOST PROFITS OR LOSS OF BUSINESS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE SERVICES, DELL IS NOT LIABLE OR RESPONSIBLE, FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT PAID FOR THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Service Description, its interpretation, or the breach, termination or validity thereof, the relationships which result from this

Service Description, Dell's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY BETWEEN CUSTOMER AND DELL SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING INDIVIDUAL (NON-CLASS) ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) according to the terms in Dell's U.S. Terms and Conditions of Sale (See dell.com/terms).

Terms and Conditions. Dell is pleased to provide these Services in accordance with this Service Description and Dell's standard invoice terms and conditions of sale (see www.dell.com/policy/legal/termsofsale.htm).

