NOTE: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INSTALLS INC, LLC (called the "Provider"). PLEASE READ IT CAREFULLY BEFORE SCHEDULING YOUR INSTALLATION APPOINTMENT.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS DO NOT SCHEDULE AN APPOINTMENT OR, IF ONE IS ALREADY SCHEDULED, YOU MUST CALL THE PROVIDER AT 1-800-897-1582.

IT IS IMPORTANT THAT YOU TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH THE PROVIDER AGREES TO PROVIDE LABOR ONLY SERVICES FOR INSTALLATION OF YOUR HOME WIRELESS PRODUCT. THIS AGREEMENT IS BETWEEN YOU AND THE PROVIDER. HERE ARE THE DETAILS OF YOUR CONTRACT ("AGREEMENT").

Your Wireless Product. For purposes of this Agreement, a Wireless Product purchased by you for your home use comprised of the following: (1) Wireless Broadband Router/Access Point and (2) as applicable, one (1) of the following per client system: (a) Intel-branded mini-PCI card if a Dell branded laptop, (b) PCMCIA card, (c) WLAN adapter, or (d) wireless compact flash card.

This Agreement is valid on Wireless Product purchased in the United States only. The Services to be provided under this Agreement apply only to the continental United States, Alaska, and Hawaii.

Installation Services. The installation services in this Agreement are labor only services which are limited to the initial, first-time installation of: (1) a single Broadband Router/Access Point and set basic security (enable WEP/ WPA); (2) up to two internal mini PCI card OR external PC Card; (3) additional single internal mini PCI card OR external PC Card on an incremental fee basis; (4) connecting up to two systems to the wireless Network; (5) a single external wireless print adapter; (6) connecting to existing/new broadband internet service provider ("ISP") and (7) basic review. This service includes a single one (1) time on-site event at your location unless additional site visits and services are purchased by you for which you will incur additional charges. This service does not cover resolution of any hardware compatibility problems or any environmental restrictions, which inhibit the Wireless Product's operation or your computer system's operation on a wireless network. This Agreement assumes proper operation of all your equipment, your Wireless Product and your computer system at the time the technician arrives at your location and does not include any repair services.

Call For Assistance. If at any time during the installation you have questions or concerns, please contact the provider at the following toll free number. You should have available your original sales order number.

Technical Support 1-800-897-1582

Your Responsibilities Prior to and During Installation. Before scheduling installation services with the technician, it is your responsibility:

• To Read this agreement carefully
• To ensure that wireless does not violate your terms of service with your Internet Service Provider (ISP).
• You are responsible for any and all charges assessed by your ISP. You are responsible for contacting your ISP to determine whether they impose additional charges for connecting more than one computer to a single ISP connection.
• To ensure that your computer system is fully installed and functioning properly prior to the arrival of the technician unless you have separately purchased computer system installation services.
• To ensure that your computer system(s) meets the minimum hardware requirements for the operation of the Wireless Product.
• To ensure your Wireless Product and computer system and all items necessary for installation are available to the technician and are located in the immediate area where the installation is to take place.
• To ensure that the site is ready for installation. Service technician will not move, clean, modify, or set-up furniture.
• You are responsible for ensuring availability and hook up to adequate power, including power strip, to properly run the computer system and Wireless Product.
• You must supply, as is appropriate for the broadband Internet service, the computer system and the Wireless Product accessibility to cable television jack, telephone jack and telephone cord/ Ethernet cable for to the technician.
• You are responsible for ensuring adequate wiring and cabling is available to the technician.
• If you chose to utilize an ISP other than the Dell pre-loaded ISP, you must supply the technician with appropriate and adequate set up software. The technician will setup the applicable software to include configuration parameters, TCP/IP address, mail server names, etc.
• If you chose to utilize your Broadband service to connect to any network behind a firewall (i.e. a corporate network), you are responsible for ensuring proper connection to that corporate network through the Home Wireless network. Provider will not establish this connection on your behalf.
• You must provide the technician with legally licensed copies of any software-drivers or minor applications required for installation of any external devices if different than those shipped by Dell or different from Windows Standard drivers.
• You must provide the technician with any system or Internet service provider passwords necessary to perform the installation.
• You are responsible for ensuring that connectivity to an ISP is active before a technician arrives at your site to perform the wireless installation.
• Certain ISP settings information is required in order to accomplish installation of your Wireless Product. This information should have been provided to you by your ISP or should be readily available on your computer system. If Provider is required to contact your ISP to obtain this information, this will be considered an additional service and you may be assessed an additional charge.
IMPORTANT NOTICE. If any of the items you are required to provide are not immediately available to the technician upon arrival at the site location, the technician will accomplish as much of the installation service as possible and you will be responsible for any further installation of your Wireless Product. In no event will you be entitled to any refund for amounts paid by you or any additional service from Provider. Within two (2) business days of ordering your Service, you will be contacted by the Provider to review the Service that will be provided to you, your responsibilities under this Agreement, to provide you with a point of contact if you have any additional questions regarding the Service and to schedule an agreed date for providing the Services.

Installation Service Hours. Installation service will be available Monday through Friday 8:00am to 8:00pm and Saturday 8:00am to 6:00pm, excluding regularly observed holidays.

Summary of Installation Services

Home Wireless Set-up will include:
- Unpacking of systems and components.
- Installation or verification of installation of Ethernet HW, drivers, and protocols on computer that will connect to the router/AP through wired Ethernet connection.
- Physical connections of AP, USB adaptor and/or PCMCIA card per placement.
- Physical connection of wired customer system to Access Point.
- Connection of up to two systems to wireless network.
- Loading of hardware drivers
- Loading of software/drivers for mini PC card, PCMCIA card, WLAN adapter or wireless compact flash card.
- Configure Access Point and set security.
- Configuration of Dell Wireless Print Adapter.

Internet Service Provider Connection will include:
- Connection of phone line/Ethernet cable from System modem to wall outlet/cable or DSL modem (you must supply phone/network jack and phone cord/Ethernet cable).
- Running of Customer-supplied operational ISP configuration software.
- Selection of the appropriate ISP as outlined and instructed by you.
- Allowing you to confidentially input credit card (if applicable) and login information when prompted by the ISP.
- Connection to existing/new Cable/DSL ISP account.
- Verification of Internet connection.
- An additional system networked.
- Enabling of file sharing between networked systems.
- Enabling of print sharing between networked systems.

Basic Review of Service will include the following:
- ISP Sign-in.
- Opening and operation of Internet browser.
- Network login, if applicable.
- Sharing files between client systems, if applicable.
- Ports in back of broadband route.
- Describe hardware functionality.
- Sharing files between client systems, if applicable.
- Demonstrate how to enable Dell-standard WEP/WPA security key and appropriate documentation procedures.
- Direct Customer to troubleshooting documentation (e-doc).
- Complete installation with Customer reviewed checklist.

Additional Terms and Conditions:

Use of Wireless Network
- You agree that the computer system and Wireless Product are for personal use within your residence, and that you will not use the equipment to permit unlawful or unauthorized access to online services.

Use of Wireless Product Subject to Internet Service Provider Terms
- You acknowledge that your ISP may prohibit you from hosting a dedicated server or providing network services to other computers unless you have subscribed to a service plan that permits wireless service. If you choose to use the wireless network we install to permit access from multiple systems and/or multiple users to their Internet service, you agree that it is your responsibility to verify that such use is permitted, or to contract with your Internet service provider as necessary to permit such use.

User Responsibility for Security
- You acknowledge that you understand wireless networks are inherently less secure than wired networks. There is a risk that unauthorized persons may access your wireless network, even from outside your property. You agree to understanding this risk, and you are responsible for taking any necessary security precautions, including, but not limited to, backing up any data and protecting your systems with robust and frequently changed passwords.
- You agree that although we are providing assistance by performing basic installation service, system and network security are not included in the services and are ultimately your responsibility.

Acceptance
- Upon completion of the Wireless Product installation, our technician will give you an "Acceptance Form." By signing the Acceptance Form, you accept that the services have been properly performed and acknowledge that the computer system and Wireless Product are in good working order.
Holidays. Regular holidays shall include New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, unless Provider notifies you otherwise.

Additional Services. Additional Services outside the scope of this Agreement are available for an additional fee. The charges for such Services will be quoted to you exclusive of any taxes. Payment for such additional services will be made by credit card and are due immediately upon completion of services by Provider. Provider will place authorizations/holds on amounts necessary to cover expected services with charges plus any applicable taxes being applied after services have been rendered.

An Adult Must Be Present At Residences. For Installation services provided at your residence, an adult who will be operating the computer system must be present at all times during the service technician’s visit.

Assistance You Must Provide. The service technician must receive full access to the computer system and the Wireless Product and (at no cost to Provider) have working space, electricity, and as appropriate for the broadband Internet connection to your ISP, a cable television jack, or local telephone line. If these requirements are lacking, Provider is not obligated to provide installation services.

If You Miss The Service Visit. If you or your authorized adult representative is not at the location when the service technician arrives, we regret that service technician cannot install your Wireless Product. The service technician will leave a card to let you know he or she was there. If this occurs, you will be charged an additional charge for a follow-up service call.

Notices.

Any written notices provided by you to Provider must be sent to both of the following addresses:

INSTALLS inc, LLC
Attention: Melissa Doering
241 Main Street Suite 500
Buffalo, NY 14203

General.

Governing Law. This Agreement is governed by New York law.

Assignment. Provider reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by Provider. In event of such an assignment, you agree to look solely to the third party assignee for performance under this agreement.

Complete Agreement. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND PROVIDER AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

LIMITATIONS TO INSTALLATION SERVICE. THIS AGREEMENT IS LIMITED TO A SINGLE SITE VISIT. This Agreement extends only to original purchasers of the Wireless Product and located within the United States as determined by Provider. The services Provider agrees to provide under this Agreement are labor only installation services. This Agreement does not cover any defect that exists or occurs in materials or workmanship in the computer system or Wireless Product or in any computer system component or any Wireless Product component. Operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, additions or deletions, adjustment and repair services which are necessary due to manufacturer’s recall of computer system components or Wireless Product components are not included. This Agreement does not cover repairs or damage as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the computer system or Wireless Product or abuse of the computer system or Wireless Product component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, failure to follow operating instructions, or use of out of specification supplies), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, (iii) failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning), (iv) the loading of software, software configurations or any data files, or (v) the moving of the computer system or Wireless Product from one geographic location to another or from one purchaser to another.

Force Majeure. Provider is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Provider’s ability to render installation services is impaired by you or circumstances beyond Provider’s control, Provider may terminate this Agreement.

Cancellation. Provider may immediately cancel this Agreement without notice in the event you fail to make payment when due.

Important Notice: Under no circumstances and in no event shall Provider be liable for any loss of any software or data. It is your responsibility to properly back up any items prior to allowing Provider to perform services.

WARRANTY EXCLUSION. THE INSTALLATION SERVICE IS PROVIDED "AS IS." PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES.

LIMITATION OF REMEDY. YOUR EXCLUSIVE REMEDY AND PROVIDER’S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE PERFORMANCE OF INSTALLATION SERVICES IN ACCORDANCE WITH THIS AGREEMENT. IF PROVIDER IS UNABLE TO PROVIDE SUCH SERVICES, YOUR EXCLUSIVE REMEDY AND PROVIDER’S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU FOR THE SERVICE OR, IF NO CHARGE WAS PAID, THE THEN-CURRENT PUBLISHED CHARGE FOR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL PROVIDER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COSTS, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.
THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

INDEMNIFICATION
CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER AND ANY THIRD PARTY ACTING ON BEHALF OF PROVIDER FOR ANY CLAIMS (INCLUDING, BUT NOT LIMITED TO ANY CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY PROVIDER OR ANY THIRD PARTY ACTING ON BEHALF OF PROVIDER) AND FOR ANY LOSSES, DAMAGES, LIABILITIES OR COSTS INCURRED BY PROVIDER (INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES, DEFENSE COSTS AND EQUITABLE RELIEF) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED BY PROVIDER OR ANY THIRD PARTY ACTING ON BEHALF OF PROVIDER.

Time Limitation for Claims. Neither Provider nor you may institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

With regard to any services that are not within the coverage of this Agreement, it will be within Provider's discretion whether to perform the services, and, if Provider elects to perform the services, the services will be subject to an additional charge to be paid by you.
# ATTACHMENT 2

**Home Wireless Network Installation with Internet Set-up**  
*Checklist and Customer Acceptance Form*

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technician Name</th>
<th>Dell Order Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Pre-Installation Walk Through

1. All equipment is intended for home users.  
   - Yes  
   - No
2. All equipment for set up and connection are available and in acceptable working condition prior to installation.  
   - Yes  
   - No
3. The physical site and power are adequate to properly run the system(s).  
   - Yes  
   - No
4. Broadband ISP connection is ready for setup.  
   - Yes  
   - No

---

**Review of Service:** please initial during installation and sign below indicating your approval upon completion

<table>
<thead>
<tr>
<th>Wireless, Internet and email review:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Reviewed the components of the system with the installer, and how they interact</em></td>
</tr>
<tr>
<td><em>If applicable, I have signed into my network successfully</em></td>
</tr>
<tr>
<td><em>If applicable, I have viewed the available wireless network(s) and confirmed that mine is secure</em></td>
</tr>
<tr>
<td><em>Created and sent an email</em></td>
</tr>
<tr>
<td><em>Signed into my ISP</em></td>
</tr>
<tr>
<td><em>Up to two (2) systems connected to wireless network</em></td>
</tr>
<tr>
<td><em>If applicable, I have moved a file between systems</em></td>
</tr>
<tr>
<td><em>I have successfully opened and viewed <a href="http://www.Dell.com">www.Dell.com</a></em></td>
</tr>
<tr>
<td><em>If applicable, printed a test page from my wireless printer</em></td>
</tr>
<tr>
<td><em>Verified all my newly connected system(s) have the above listed functionality</em></td>
</tr>
</tbody>
</table>

---

**Point browser to and set as a bookmark/favorite Dell links :**

| _www.learndell.com as "Dell Training"_ |
| _www.support.dell.com as "Dell Hardware Support"_ |
| _Dell Solution Center_ |
| _Dell On Call as "here to help"_ |

---

**Customer has acknowledged:**

- Equipment warranties are the responsibility of the equipment provider.
- I have received this document and accept its contents on behalf of everyone in this household.

**Customer signature of agreement:**

<table>
<thead>
<tr>
<th>Technician signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
This form is designed to provide technician all information to set-up ISP or connect system(s) to existing network. Form will have been e-mailed or faxed by Provider to Customer prior to technician’s arrival.

Please complete this form prior to your scheduled installation.

The easiest way to gather this information is to call your Internet Service Provider and ask them the questions listed below. This call to your Internet Service Provider should only take about 5 minutes.

*It is your responsibility to complete this form before your technician arrives. Services may not be able to be completed if all the information is not available.*

<table>
<thead>
<tr>
<th>QUESTIONS</th>
<th>FIELD</th>
<th>CUSTOMER ENTRY</th>
<th>EXAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the IP address static or dynamic?</td>
<td>Static IP address</td>
<td></td>
<td>178.182.12.13</td>
</tr>
<tr>
<td>If it is static, have the Internet service provider give any required settings. If it is dynamic, skip this section.</td>
<td>IP Subnet mask</td>
<td></td>
<td>255.255.255.0</td>
</tr>
<tr>
<td></td>
<td>ISP Gateway Address</td>
<td></td>
<td>172.134.122.100</td>
</tr>
<tr>
<td></td>
<td>Domain Name Server (DNS) Address</td>
<td></td>
<td>233.221.213.10</td>
</tr>
<tr>
<td>2. Does the Internet service provider service use PPPoE (Point-to-Point Protocol over Ethernet)?</td>
<td>ISP User Name (PPPoE)</td>
<td></td>
<td>jdoe123</td>
</tr>
<tr>
<td>If so, have the provider give any required settings. If not, skip this section.</td>
<td>ISP Password (PPPoE)</td>
<td></td>
<td>99bitiber</td>
</tr>
<tr>
<td>Note: these settings are typically required only for DSL modems.</td>
<td>Service Name (PPPoE)</td>
<td></td>
<td>(this field may not be required)</td>
</tr>
<tr>
<td>3. Does the connection have an assigned Host Name?</td>
<td>Host Name</td>
<td></td>
<td>MY_ISP</td>
</tr>
<tr>
<td>If so, enter the host name here.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Does the connection have an assigned Domain Name?</td>
<td>Domain Name</td>
<td></td>
<td>FRONTIER</td>
</tr>
<tr>
<td>If so, enter the Domain Name here.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Is the connection bound to a MAC address?</td>
<td>MAC Address</td>
<td></td>
<td>00-06-5B-D2-E1-F3</td>
</tr>
</tbody>
</table>