

Service Description: In-Home System Set Up with Data Transfer

Service Overview

Dell's In-Home System Set Up with Data Transfer service (the "Service" or "Services") provides for a one time PC installation at the Customer's location, as set forth in this document (the "Service Description"), and includes the following:

- initial, first time installation of new system to an existing/new broadband or dial-up internet service provider ("ISP");
- Data migration from Customer's old system to Customer's new system (up to 3 GB);
- Loading 1 Customer-supplied software application;
- Connection of up to 3 select external device(s)/peripheral(s) to the new system (devices available for connection under this Service are listed in Attachment B; a local printer counts as a device connection);
- Set up 1 e-mail account;
- Set up wireless printing; and
- 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, unless other arrangements have been made through the project manager. 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 a standard installation, 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. Product. (The Services provided under this Service Description are labor only.)
- b. 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.
- c. Scripting for application installations at the desktop.
- d. Troubleshooting of applications or application compatibility issues.
- e. Configuration of static IP addresses for peripherals/devices.
- f. Network attach of system to other than an Ethernet LAN.
- g. Customization of end user's MS Windows desktop, including desktop icons, folders, or the configuration of applications.
- h. Virus removal or disaster recovery (such as application software and reloading data).
- i. Network cabling (excluding cable from system to network jack) or any other environmental or power related activities.
- j. Advanced application or peripheral/device configuration.
- k. Configuration and set-up of a Virtual Private Network.
- l. Any related network problems or any activities which would be unique to the system's operation on a network.
- m. Detailed training on system(s), hardware, peripherals or devices.
- n. Any activity not specifically set forth in this Service Description.

Customer's Responsibilities:

- A. Prior to technician arriving on-site for installation:
 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 installation location is different than the invoice shipping address.

4. Make available all necessary machine naming instructions to technician.
5. Receive new system(s) equipment shipped from Dell.
6. Perform software image development as required.
7. Make certain that all required operating system(s) are loaded on the affected system(s).
8. Review ISP options that accompany Customer's system and provide selection to the technician. Customer is responsible for confirming the ISP settings. Complete Internet Service Provider Worksheet (Attachment A) to facilitate the installation connection of the ISP. The information for the Worksheet can be obtained from Customer's ISP or is readily available on Customer's system.

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 establishing Customer's ISP connection.

9. Ensure that software applications are certified, operational, and compatible with the new system configuration and operating systems.
10. Make certain that the data to be transferred resides under a single directory on the system to be replaced (for example My Documents, a "Data Directory or Folder").
11. Ensure compatibility of existing network printer with system(s).

B. During the on-site installation:

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 installation are available to the technician and located in the immediate area where the installation 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. If Customer chooses to utilize an ISP other than a Dell pre-loaded ISP, Customer must supply the technician with appropriate and adequate set up software. If Customer chooses to utilize broadband service to connect to any network behind a firewall (e.g., a corporate network), Customer is responsible for ensuring proper connection to that corporate network through the business wireless network. Technician will not establish this connection on Customer's behalf.
6. Ensure that Customer information including, but not limited to, credit card information and passwords is kept confidential and safeguarded. 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.**
7. 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).
8. Configure user preferences and customize system.
9. 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 98B or higher.
11. **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 installation process unless directed in writing by Customer otherwise.**
12. Provide 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.
13. Troubleshoot and resolve all network connectivity problems.
14. 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 installation service as reasonably possible under the circumstances, and Customer will be responsible for any further installation of the system. 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 installation Service, and schedule the installation date. The assigned technician will contact the Customer 24 hours prior to scheduled installation 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. Unpack system and components.
 - a. If any items were damaged during shipping, contact Dell Technical Support on behalf of Customer. (This installation Service includes a maximum of 20 minutes of the technician's time devoted to this task.)
 - b. Notify Customer if any existing hardware is in unserviceable condition.
2. Verify the availability of Customer-provided physical site, power, and broadband connection (if applicable).

System Set Up:

1. Set up and connect keyboard, speakers, one monitor (includes flat panel and Dell LCD televisions up to 30" and associated display software) including modem phone cable/Ethernet cable (if applicable) to desktop or notebook. Dual monitor set up not provided.
2. If any hardware error occurs, contact Dell Technical Support on behalf of Customer for further troubleshooting. (This installation Service includes a maximum of 20 minutes of the technician's time devoted to this task.)
3. Verify that the system comes up to the operating system login screen.
4. If necessary, de-install old system and place within a reasonable distance from installation location at Customer's direction (e.g., pack in new computer box).

Hardware/Peripheral Connection(s):

1. Installation of up to 3 external devices **or** 1 internal device **or** 1 network device (devices available for connection under this Service are listed in Attachment B). Installation includes:
 - a. Connecting appropriate ports.
 - b. Load Dell-supplied or Customer-supplied device drivers, if appropriate.
 - c. Connection to the appropriate port, test and checkout with Dell/Customer-supplied application software and drivers, as directed by Customer.
 - d. Testing and checking with Customer to verify functionality.
 - e. Removal of legacy hardware if being replaced by new hardware.
 - f. If hardware to be connected is a printer: connect the printer to a workstation or network using cables supplied by Customer, load drivers, and install toner / ink.
 - g. Print test page.

Internet Service Provider Connection:

1. Connect phone line/ coaxial cable from system modem to wall outlet/broadband modem. (Customer must supply phone / cable cords and adapters as necessary.)
2. Install or verify installation of Ethernet hardware, drivers, and protocols on system that will connect to the router/AP through wired Ethernet connection.
3. 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.)

4. Verify Internet connection is operating properly.
5. Reboot system(s) and ensure connection is maintained.

Data Migration:

1. Confirm Customer's existing system has Microsoft Windows 98B or higher and a working USB port, CDROM drive or NIC if the data transfer is not efficiently completed over the network.
2. Transfer settings and up to 3 gigabytes of data from Customer's existing system(s) to new system(s) using an automated data transfer tool applicable to system(s).
 - a. Up to an additional 3 gigabyte may be transferred and ordered as an Add-On Service for an additional fee.
3. Subject to the provisions of this Service Description, technician will attempt to transfer certain items including settings such as:
 - a. Internet browser bookmarks;
 - b. Identify software versions present on both existing system(s) and new system(s);
 - c. Folder structure for transferred files; and
 - d. Customizations, settings, and preferences for most popular applications expressly identified by Customer.
4. Upon completion of transfer, re-boot new system(s) and confirm with Customer that the data structure appears the same.

Note: Dell is not liable for any loss or damage to Customer data or system(s) not being available for use.

Application Install:

1. Load one application, provided that:
 - a. Customer must have licensed software.
 - b. Software requiring databases will not be installed
2. If Customer's application is Security Software, proceed as follows on new Dell system:
 - a. Customer must provide either software purchased from Dell or other licensed software.
 - b. When technician is prompted to register the product, Customer must enter all required information.
 - c. Install updates.
 - d. Direct Customer to Product website to learn more on how to manage software.

Service Overview/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 computer system and wireless product (if applicable) are 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.

Copying of Files. Dell is not permitted by law to copy pirated or copyrighted materials. **Customer acknowledges that it owns the copyright or has a valid license to make copies to all of the files on the affected system(s)** and that Customer does not have any files on the affected system(s) which would cause Dell to be liable for copyright infringement if those files were copied and/or transferred by Dell as part of these Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. **Customer accepts responsibility for, and agrees to indemnify and hold Dell harmless** from, any and all liability, damages, claims or proceedings arising out of Customer's failure to remove any such files from a system prior to providing it to Dell for Services, including data transfer.

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.

Services Do Not Include Network Security. Customer acknowledges and agrees that the Services provided under this Service Description do not include system and/or network security, and that system and/or network security are Customer's responsibility.

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 (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "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 (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Service Description), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM ("NAF") under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and Dell. NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which Customer resides. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

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).



Attachment A: Internet Service Provider Worksheet

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.

QUESTIONS	FIELD	CUSTOMER ENTRY	EXAMPLE
1. Is the IP address static or dynamic? If it is static have the internet Service provider give you any required settings. If it is dynamic, skip this section.	Static IP address		178.182.12.13
	IP Subnet mask		255.255.255.0
	ISP Gateway Address		172.134.122.100
	Domain Name Server (DNS) Address		233.221.213.10
2. Does the Internet Service Provider service use PPPoE (Point-to-Point Protocol over Ethernet)? If so, have the provider give any required settings. If not, skip this section. Note: These settings are typically required only for DSL Modems.	ISP User Name (PPPoE)		jdoe123
	ISP Password (PPPoE)		99bt1ber
	Service Name (PPPoE)		(this field may not be required)
3. Does the connection have an assigned Host Name? If so, enter the host name here.	Host Name		MY_ISP
4. Does the connection have an assigned Domain Name? If so, enter the Domain name here.	Domain Name		FRONTIER
5. Is the connection bound to a MAC address? If so, enter the MAC address here. Note: These settings are typically required only for cable modems.	MAC Address		00-06-5B-D2-E1-F3

Attachment B: Devices Included / Excluded

INCLUDED (The following devices are eligible for installation with this Service):		
Internal:	External:	Network:
3.5 in drives	Digital Camera	Printer
Bluetooth and IR communications devices	Dell 966 Printer	Gamesystem
CDROM	GameBridge TV AVC-1410	Router
CD-RW	Gamepad	Print Server
DVD	Gamesystem (s) (i.e. Xbox 360)	Mobile Broadband
DVD-RW	Hard Drive(s)	
Memory	Joystick	
Modem(s)	Keyboard	
Non-wireless network cards	LCD Television as monitor	
Notebook batteries	Monitor	
PCI Controller card(s)	Mouse	
PCI Firewall card(s)	MP3 Player	
PCI sound card(s)	Notebook Docking Station	
PCI USB card(s)	Notebook TV Tuner/Personal Video Recorder	
PCI Video Card(s)	NTSC TV Tuner	
Processors	Optical Drive(s)	
SCSI Card	PCMCIA TV Tuner	
Secondary Hard Drive	Printers, including ones with built in WIFI	
Sound card	Scanner	
Tape Drive	Speakers	
UltraTV 1500 MCE TV/FM Tuner - Recorder	Wireless Print Adapter	
Video Card(s)		
Media Center Edition Media Expansion Card		
PVR-150 PCI board		
MCE 500 TV Tuner		
PVR 500 MCE White box		
Zip drives		

NOT Included (The following devices will not be eligible for installation with this Service):		
Internal:	External:	Network:
Software	LCD Television as TV	Server
	DVRs	Switch
	Plasma TV	
	Satellite TV	
	Sling Box Hardware	
	Wall Mounting	