

INSTALLS, INC.
SERVICE CONTRACT FOR

HOME PC AND WIRELESS NETWORK INSTALLATION WITH INTERNET SET-UP

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 AND INTERNET SET-UP OF YOUR DELL PC SYSTEM. THIS AGREEMENT IS BETWEEN YOU AND THE PROVIDER. HERE ARE THE DETAILS OF YOUR CONTRACT ("AGREEMENT").

Your System. For purposes of this Agreement, a System is defined as a single Dell PC System purchased by you for your home use comprised of the following components: monitor; central processing unit (CPU); input device (such as a keyboard); a data storage device (such as a disk drive) (called the "System").

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 a System purchased in the United States only. The Services to be provided under this Agreement, as described below, 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: (a) the initial, first-time installation of a single System; (b) connection to existing/new broadband internet service provider ("ISP"); (c) connection of up to three (3) external devices to the single Dell System; (d) set-up of one (1) e-mail account; (e) a single Broadband Router/Access Point; (f) a single internal mini PCI card OR external PC Card; (g) additional single internal mini PCI card only for Dell branded laptops OR external PC Card on an incremental fee basis; and (h) a basic review of service (these are collectively called the "Service"). The Service includes a single one (1) time on-site event at your residential location unless additional site visits and services are purchased by you for which you will incur additional charges. This Service does not cover any related network problems or any service which would be unique to the System's operation on a network. This Agreement assumes proper operation of all your equipment and the 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 an Installation. Prior to scheduling installation services with the technician, it is your responsibility:

- To read this Agreement carefully.
- To ensure your 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 physical installation site is adequate to properly house the System.
- To ensure the availability and hook up to adequate power, including a power strip, to properly run the System.
- To ensure the accessibility of a phone jack/network jack and phone cord/Ethernet cable for the technician.
- To ensure that all cables required for the connection of external peripherals are available to the technician.
- To have you ID and password available when the Technician arrives and is ready to connect to the ISP.
- To key into the System any necessary credit card information required by the ISP.
- If you choose to utilize an ISP other than a Dell pre-loaded ISP, you must supply the Technician with appropriate and adequate set-up software. The Technician will set-up the applicable software to include configuration parameters, TCP/IP address, mail server names, etc.
- To 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.
- 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 the physical installation site is adequate to properly run the computer system and the Wireless Product.
- 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.
- 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.

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 reasonably possible under the circumstances and you will be responsible for any further installation of your System. In no event will you be entitled to any refund for amounts paid by you or to receive any additional service from Provider.

Contact for Installation . 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 8:00 am to 8:00 pm and Saturday 8:00 am to 6:00 pm, regularly observed holidays excluding

Summary of Additional Customer Responsibilities .

- You must review ISP options that accompany your System and provide your selection to the technician. You will be responsible for confirming the dial-in options to the ISP. In no event will Provider be responsible to you or any third party for any communication charges (such as, but not limited to, long distance charges) as a result of establishing your ISP connection.
- You are responsible for safeguarding the confidentiality of any credit card information. The technician will ask you to input this directly into the System. You should not provide any credit card information to the technician and the technician should not ask you for this information.
- You are responsible for providing all cables (including the external peripheral connection, phone cord/Ethernet cable and USB cables).
- You are responsible for removal of any trash and the relocation or removal of your old PC.

Summary of Installation Services .

Basic System Set Up will include:

- Unpack System and components.
- Set up and connect one (1) keyboard, one (1) monitor (includes flat panel or Dell LCD televisions) and one (1) mouse, including modem phone cable/Ethernet cable (if applicable) to desktop or notebook.
- Install packaged System including external devices and options.
- Power on the System and bring up to installed operating system or C> prompt.
- Verify that the System comes up to the operating system login screen.

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.
- Set up and activation of one (1) e-mail account.
- An additional system networked
- Enabling of file sharing between networked systems
- Enabling of print sharing between networked systems

External Device Connection will include:

- Up to three (3) external devices. You must supply all cables.
- Unpacking external device(s).
- Connection of external device to appropriate port on System.
- Loading of appropriate Dell or Customer-supplied device drivers.
- Test operation(s) of device(s).

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
- 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

Basic Review of Service will include:

- Location of major system components:
 - On/Off switch · Reset button
 - CD/DVD drive identification and operation
 - Monitor controls · Mouse controls
 - Ports in back of system (parallel, serial, USB, video, mouse, etc.)
 - Chassis screws location
 - For notebooks, demonstration of how to swap modules out of the bay, and how to connect a drive externally
- Orientation of desktop components:
 - Basic navigation around desktop, including desktop icon tour
 - Opening and closing windows
 - Starting application from Start Menu - XP tour
 - Selecting a printer and printer driver
 - Selecting video resolution
 - Location and review of Dell Solution Center, including Dell Support
 - Shutting down and restarting System

- Internet and e-mail orientation:
 - ISP sign-in
 - Opening and operation of Internet browser
 - Demonstration of how to use e-mail
 - Network login, 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)
- Direct you to extended EducateU Training via World Wide Web:
 - Point browser to www.learnndell.com - set as bookmark/favorite "Dell Training"
 - Click on "register here" on the right side of the page
 - Show you the buttons for both "courses have been purchased" or "I am interested in e-learning"
 - Refer you to your invoice registration details (your customer number and order number) and/or purchase confirmation.

The technician will review the above items in a checklist format and have you sign off on the completed 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 you are notified otherwise by Provider.

An Adult Operator must be Present at Residence . For Services provided at your residence, an adult who will be operating the 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 System and (at no cost to Provider) have working space, electricity and a 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 representative are not at the location when the service technician arrives, we regret that the service technician cannot install your System. 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 the following address:

INSTALLS inc, LLC
 Attn: 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 the 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 ANY PRIOR OR SUBSEQUENT 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 System shown on Schedule I 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 reasonable control. In any event, if Provider's ability to render Service is impaired or delayed by you or circumstances beyond Provider's control, Provider may delay performance of the Service or terminate this Agreement.

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, COST, 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, DE-INSTALLATION, 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
YOU, THE CUSTOMER, MAY 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 the cause of action has arisen ~~after~~ 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 PC & Wireless Network Installation with Internet Set-up
Checklist and Customer Acceptance Form

Customer Name _____ Date _____

Technician Name _____ Dell Order Number _____

Pre-Installation Walk Through

- 1. All PC(s) and additional equipment are intended for home users. Yes No _____
- 2. All PC(s), external peripherals and any other 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 connections are ready for ISP setup. Yes No _____

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

System Review:

_____ On/Off switch _____ Reset button _____ Monitor controls
_____ Basic keyboard layout _____ Chassis screws location _____ Mouse controls
_____ Ports in back of system (parallel, serial, 11513, video, mouse. etc.)
_____ For notebooks - Demonstration of how to swap modules out of the bay

Service Tag #

Desktop overview:

_____ Opening and closing windows _____ Starting application from Start Menu - OS tour
_____ Basic navigation around desktop _____ Shutting down and restarting System

Verification of External Peripheral functionality: (up to 3)

_____ Printer _____ Wireless Print Adapter _____ Camera _____ Joystick
_____ PDA _____ MP3 Player _____ Scanner _____ other

Wireless, Internet and email review:

_____ Reviewed the components of the system with the installer, and how they interact _____ If applicable, I have viewed the available wireless network(s) and confirmed that mine is secure
_____ If applicable, I have signed into my network successfully _____ Created and sent an email
_____ Signed into my ISP _____ Up to two (2) systems connected to wireless network
_____ If applicable, I have moved a file between systems _____ I have successfully opened and viewed www.Dell.com
_____ If applicable, printed a test page from my wireless printer _____ Verified all my newly connected system(s) have the above listed functionality

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

_____ www.learndell.com as "Dell Training" _____ [Dell On Call](#) as "here to help"
_____ www.support.dell.com as "Dell Hardware Support" _____ Location and review of [Dell Solution Center](#)

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:

Technician signature: _____

Date: _____

ATTACHMENT 3
INTERNET SERVICE PROVIDER (ISP) WORKSHEET
TO BE COMPLETED BY THE CUSTOMER
("You" in this form refers to the Customer)

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.

QUESTIONS	FIELD	CUSTOMER ENTRY	EXAMPLE
1. Is the IP address static or dynamic? <i>If it is static, have the Internet service provider give any required settings. If it is dynamic, skip this section.</i>	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)? <i>If so, have the provider give any required settings. If not, skip this section.</i> <i>Note: these settings are typically required only for DSL modems.</i>	ISP User Name (PPPoE)		jdoe123
	ISP Password (PPPoE)		99btlber
	Service Name (PPPoE)		(this field may not be required)
3. Does the connection have an assigned Host Name? <i>If so, enter the host name here.</i>	Host Name		MY_ISP
4. Does the connection have an assigned Domain Name? <i>If so, enter the Domain Name here.</i>	Domain Name		FRONTIER
5. Is the connection bound to a MAC address? <i>If so, enter the MAC address here.</i> <i>Note: these settings are typically required only for cable modems.</i>	MAC Address		00-06-5B-D2-E1-F3