

Service Description: Computer Hardware Repair (In-Home)

Service Overview:

Dell's Computer Hardware Repair (In-Home) service (the "Service" or "Services") provides service to install part(s) provided by Customer in order to get a system into a functioning condition. If the part supplied by the Customer does not resolve the issue or if additional or different parts are needed, the Service includes making a return trip to Customer's location to install the new part. Services will take place at Customer's location, as identified on the Dell invoice, as set forth in this document (the "Service Description").

By purchasing these Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this Service Description and the Dell standard terms and conditions of sale referenced below. Service will be provided between the hours of 8:00 am to 8:00 pm (CST), Monday through Friday, and 8:00 am to 6:00 pm (CST) Saturday, excluding holidays. Service is available on a desktop, notebook, or workstation ("system"). This Service Description anticipates a standard Service, but certain additional mutually-agreed upon tasks may be ordered in conjunction with this Service for additional fees ("Add-On Services").

On-site Technician Activities:

General:

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

Hardware Repair:

1. Installation of internal computer hardware(s) supplied by Customer (such as motherboards, laptop keyboards/screens, hard drives, etc) to a single system
 - a. Uninstallation of legacy hardware that is being replaced by new hardware
 - b. Making appropriate connections
 - c. Testing and Checking with Customer to verify functionality
2. Leave defective/uninstalled parts with the Customer
3. If the wrong part was ordered or the issue is not resolved the technician will:
 - a. Advise the Customer and Dell of correct part that is needed
 - b. Return to install the correct part once it is received by the Customer and Customer calls to schedule.
4. Verify all systems utilized during installation are in same operational state as when the installation began
5. Place all packing material at a Customer-designated location in the immediate vicinity

Not Included With This Service:

- a) Advanced Software Installation specific to peripheral (e.g. scanner to photo shop)
- b) Product or software (the Services provided under this Service Description are labor only.)
- c) Migration or transfer of applications.
- d) System set up or installation.
- e) Wireless network set up or installation.
- f) Warranty service or support. This Service is a one-time event. Does not include any warranty for products or re-installation of devices or software following any warranty service.
- g) Scripting for application installations at the desktop.
- h) Troubleshooting of applications or application compatibility issues.
- i) Configuration of static IP addresses for peripherals/devices.
- j) Network attach of system to other than an Ethernet LAN.
- k) Customization of end user's MS Windows desktop, including desktop icons, folders, or the configuration of applications.
- l) Virus removal or disaster recovery.
- m) Network cabling or any other environmental or power related activities.
- n) Advanced peripheral/device configuration.
- o) Configuration and set-up of a Virtual Private Network.

- p) Any related network problems or any activities which would be unique to the system's operation on a network.
- q) Detailed training on system(s), hardware, software, peripherals or devices.
- r) Any activity not specifically set forth in this Service Description.

Customer's Responsibilities:

A. Prior to technician 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. Customer must ensure system meets minimum requirements: must have USB 2.0 for data transfer or an external hard drive with USB 2.0 or a DVD burner for data backup. If requesting backup to DVD, Customer must provide at least three (3) 4.7 GB DVD+R Discs (discs not included with this Service; must purchase separately).
4. 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").
5. Ensure that Dell is notified if the Service location is different than the invoice shipping address.
6. Ensure that software applications are certified, operational, and compatible with the new system configuration and operating systems
7. Make all necessary machine naming instructions available to Dell.
8. Receive new equipment shipped from Dell.
9. 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 installation process unless directed in writing by Customer otherwise.**
9. Provide legally licensed copies of software that technician will install.
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:

Within 48 hours after the order is placed (or shipped, if applicable) 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.

Overview of Service/Project Closeout:

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 the Service had been completed. An additional amount will be due for re-scheduling Service.

No Warranty. Except as otherwise required by law, the Services are provided AS-IS, without warranty. 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. **DELL DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF SERVICES, SUBJECT TO THE LIMITATIONS OF APPLICABLE LAWS.**

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 the 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).

