SERVICE CONTRACT
FOR
BASIC FLAT PANEL TV INSTALLATION SERVICES

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 FLAT PANEL TV. THIS AGREEMENT IS BETWEEN YOU AND THE PROVIDER. HERE ARE THE DETAILS OF YOUR CONTRACT ("AGREEMENT").

Your Flat Panel TV. For purposes of this Agreement, a Flat Panel TV is defined as single plasma or LCD TV up to 60 inches, which you have purchased by you for your home use (called the "Flat Panel TV").

This Agreement is valid on a Flat Panel TV purchased in the United States only. The Services to be provided under this Agreement, as described below, apply only to the continental United States.

Installation Services. The installation services in this Agreement are labor only services which are limited to: (a) the initial, first-time installation of the Flat Panel TV; (b) connection and configuration of certain new or existing video and/or audio components provided by you for connection in the same room as the Flat Panel TV; (c) programming of up to two (2) non-learning remote control devices to operate connected components; and (d) a basic orientation (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. The Service does not include wall mount of the Flat Panel TV unless you have purchased this optional service. This Agreement assumes proper operation of all your equipment and the Flat Panel TV 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 Flat Panel TV and all items necessary for installation, including videos and/or audio components and video feed, are available to the technician and are located in the same room and in the immediate area where the installation is to take place.
- To ensure that the physical installation site is adequate to properly house the Flat Panel TV and components.
- To ensure the availability and hook up of adequate power to properly run the Flat Panel TV and components.
- To ensure that all cables required for the connection of Flat Panel TV and components are available to the technician.
- To ensure that wall mounting bracket is available to mount the Flat Panel TV (if applicable).

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 Flat Panel TV and component connection and integration. 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, to review 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 following delivery of the Flat Panel TV to your home.

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

Summary of Installation Services.

Basic Flat Panel TV Installation will include:

- Unpack Flat Panel TV.
- Plug Flat Panel TV into power source.
- Plug Flat Panel TV into video feed.
- Connect and configure any new or existing video and/or audio components provided by you in the same room. Video and/or audio components may include: TV, VCR, DVD, DVR, Internet TV, Video Game Unit, Audio Receiver, Amplifier, CD Player, CD Recorder, Audio Tape Deck, Mini-Disk Player, existing Home Theater Speaker System (up to 5 speakers) and/or Home Theater in a box.
- Components that will not be connected include monitors, central processing units, printers, scanners, networks, telephones, fax machines or wireless routers.
- Technician will not install satellites or run satellite video feed from satellites to the room.
- Place speakers on shelf or floor. (Does not include mounting speakers on wall or brackets.)
- Neatly connect and group all wires and cables. (Does not include hiding wires or drilling holes.)
- Program up to two (2) non-learning remote control devices to operate connected components. Remote control devices not included.
- An educational demonstration of the Flat Panel TV and audio/video system, up to twenty (20) minutes. (See below).
- Verify that the Flat Panel TV is operating.
- Removal of Flat Panel TV packaging.

Optional Wall Mounting of Flat Panel TV will include:

- Secure the mounting bracket (not included) to standard wall frame or masonry wall.
- Mount and secure the Flat Panel TV.
- Connect the Flat Panel TV to a pre-existing AC power supply using neat wire management. Power cord will not be concealed in the wall.
- Connect audio and/or video inputs and outputs to TV.
- Conceal Customer-provided audio and video cables in a standard frame wall, from the tuner source to the Flat Panel TV, up to fifteen (15) feet. In locations with inadequate access for standard wall fishing, or walls with insulation, vapor barriers, or any other obstruction, the wire may be concealed by track molding provided by Provider.
- Provider will not be required to wall fish power cables. Power cables will be concealed by Provider using track molding and neat wire management system.

  NOTE: Wall mounting is optional and a wall mount will be installed only if this additional installation service is purchased by you.

Customer Orientation will include up to a maximum of twenty (20) minutes orientation of the following:

- Flat Panel TV features:
  - on/off switch
  - Volume control/channel selection
  - Connections in back of TV (audio/video inputs and outputs)
  - Tilt restrictions
  - How to avoid image burn

- Orientation of external components:
  - Video component(s) interaction
  - Audio component(s) interaction
  - External speakers, if applicable
  - Awareness of concealed wires, if applicable

- Remote control orientation:
  - Controlling Flat Panel TV
  - Controlling other components
  - Programming instructions in the event of power failure

- Additional technical support:
  - Online (www.learndell.com)
  - Dell Technical Support phone number 1-800-624-9896 for Dell-provided equipment issues
  - Provider Technical Support phone number 1-800-897-1582 for Provider installation service issues

NOTE: when requesting Technical Support, refer to invoice registration details, customer number and order number and/or purchase confirmation

- Orientation does not include the following:
  * Instructions for satellite or cable television subscription
  * Programming of components besides remote control set-up (such as VCRs, DVDs, DVRs, CD players or recorders, video game units, receivers, or amplifiers)

NOTE: Customer Orientation will only be given one time. With regard to any services that are not within the coverage of this Agreement or which will exceed twenty (20) minutes, it will be within Provider's discretion whether to perform the services, and, if Provider elects to perform the services, whether the services will be subject to an additional charge to be paid by you.

The technician will review the above items in a checklist format and have you sign off on the completed work order.

On Site Cancellation. If you cancel your Flat Panel TV order while Provider is on site for installation, Provider will cease work. Provider will ensure that Flat Panel TV is repacked for pick-up and you must immediately contact Dell Technical Support for product order cancellation. You will not receive a refund of your installation fees if you cancel your order for any reason after the technician has commenced any work.

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 Must be Present at Residence. For Services provided at your residence, an adult (at least 18 years of age) 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 Flat Panel TV and components (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 is not at the location when the technician arrives, we regret that the technician cannot install your Flat Panel TV. The technician will leave a card to let you know he or she was there. If this occurs, you will be charged Provider's standard cancellation fee in effect at the time, regardless of whether you reschedule your appointment.

Notices.

Any written notices provided by you to Provider must be sent to the following address:

INSTALLS inc, LLC
Attn: Abigail Maines
241 Main Street, 5th Floor
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 Flat Panel TV and located within the United States as determined by Provider. The Provider agrees to provide labor only installation services. This Agreement does not cover any defect that exists or occurs in materials or workmanship in the Flat Panel TV or components. 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 Flat Panel TV or 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 Flat Panel TV or components or abuse of the Flat Panel TV or components (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 Flat Panel TV or components 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 by circumstances beyond Provider's control, Provider may delay performance of the Service or terminate this Agreement.

LIMITED WARRANTY. Provider warrants to you only that the installation will be performed in a good and workmanlike manner in accordance with any installation requirements of the manufacturer of the Flat Panel TV or component for a period of ninety (90) days from the date of installation. Provider will correct any installation and wiring defects at no cost to you if Provider is notified of the defect within the ninety (90) day warranty period.

Provider is not responsible or liable in any way for defects in the Product or any equipment, parts or materials used in connection with the Services. Products, equipment, parts or materials shall only be warranted by the manufacturer of the Products or other equipment or parts, and any claim arising from such defects shall be made solely against the manufacturer.

EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS." PROVIDER MAKES NO OTHER LIMITED 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 OTHER WARRANTIES.

LIMITATION OF REMEDY. EXCEPT FOR YOUR LIMITED WARRANTY. YOUR EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE PERFORMANCE OF THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT. IF PROVIDER IS UNABLE TO PROVIDE SUCH SERVICE, 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 FLAT PANEL TV, 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, AGREE 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.