

1 Scope of application

This service description covers the services Home Installation DSL (hereafter referred to as "Home Installation DSL"), Home Installation Internet Access via Satellite (hereafter referred to as "Home Installation Internet Access Sat") and Home Installation Swisscom TV (hereafter referred to as "Home Installation Swisscom TV") by Swisscom (Schweiz) AG (hereafter referred to as "Swisscom").

2 Services provided by Swisscom

2.1 Home Installation DSL

Home Installation DSL includes installation at the customer's house by Swisscom, performed by an authorised Swisscom installer (hereafter referred to as "Installer"). The Home Installation DSL is effected at a time agreed in advance between the customer and the Installer.

2.1.1 Home Installation DSL based on ADSL technology

The Home Installation DSL based on ADSL technology includes configuration of DSL Internet access including registering the customer as a new DSL customer, with the following services:

- The Installer's travel to and from the customer's house;
- Brief testing of the customer's equipment by the Installer and a consultation with the customer on the installation to be performed;
- Preparation of a quote by the Installer for additional installation works (always as requested by the customer) in accordance with point 2.4 below, which are not included in the scope of the home installation;
- Installing the DSL end device (router/modem);
- Installing the filter for the customer's telephone end device;
- Installing the splitter for customers with an ISDN connection;
- Configuring DSL Internet access on an end computer device for the customer via Ethernet or WLAN (incl. WPA encryption), depending on the DSL end device (router/modem) the customer has chosen;
- Registering the customer for Swisscom Internet access, including setting up an e-mail address in the customer's e-mail programme (e.g. Microsoft Outlook, Microsoft Outlook Express or web-based e-mail applications).

2.1.2 Home Installation DSL based on VDSL technology

The Home Installation DSL based on VDSL technology includes, if not yet present, installation of a digital socket, configuration of DSL Internet access including registering the customer as a new DSL customer, with the following services:

- The Installer's travel to and from the customer's house;
- Analysing the existing house installation;
- Brief testing of the customer's equipment by the Installer and a consultation with the customer on the installation to be performed;
- Preparation of a quote by the Installer for additional installation works (always as requested by the customer) in accordance with point 2.4 below, which are not included in the scope of the home installation;
- Fitting of digital DSL socket and wiring of the loop box incl. splitter;
- If necessary, fitting new cable (U72MP) from the crossover point (UP) to the digital socket;

- Installing the WLAN router;
- Configuring DSL Internet access on an end computer device for the customer via Ethernet or WLAN (incl. WPA encryption);
- Physical layer testing using DSL router;
- Function testing and, if needed, brief customer instruction.

For new customers of Swisscom broadband Internet access:

- Registering the customer for Swisscom Internet access, including setting up an e-mail address in the customer's e-mail programme (e.g. Microsoft Outlook, Microsoft Outlook Express or web-based e-mail applications).

2.2 Home Installation Internet Access SAT

The Home Installation Internet Access SAT includes fitting the satellite dish, connecting the satellite key to the receiver (satellite modem and WLAN router) and configuring Internet access, including registering the customer as a new Internet access customer, with the following services:

- The Installer's travel to and from the customer's house;
- Brief testing of the customer's equipment by the Installer and a consultation with the customer on the installation to be performed;
- Preparation of a quote by the Installer for additional installation works (always as requested by the customer) in accordance with point 2.4 below, which are not included in the scope of the home installation;
- Choosing the installation site of the satellite dish on the house facade;
- Fitting the satellite dish and feeding the cable to the receiver in the house. The receiver is placed directly at the feed-through point;
- Aligning the satellite dish incl. function testing;
- Installing the DSL end device (satellite modem and WLAN router);
- Configuring SAT Internet access on an end computer device for the customer via Ethernet or WLAN (incl. WPA encryption);
- Registering the customer as a new Internet access customer;
- Setting up an e-mail address for the customer in the customer's e-mail programme (e.g. Microsoft Outlook, Microsoft Outlook Express or web-based e-mail applications).

2.3 Home Installation Swisscom TV

The Home Installation Swisscom TV includes one-off installation of Swisscom TV and, if not yet present, installation of a digital socket, configuration of DSL Internet access including registering the customer as a new DSL customer, with the following services:

- The Installer's travel to and from the customer's house;
- Brief testing of the customer's equipment by the Installer and a consultation with the customer on the installation to be performed;
- Preparation of a quote by the Installer for additional installation works (always as requested by the customer) in accordance with point 2.4 below, which are not included in the scope of the home installation;
- Installing the Swisscom TV box, including connection of the Swisscom TV box to the router and to customer's end TV device. Connecting to existing home cinema system if this

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is in the direct vicinity (max. cable length 1 m) and in the same room as the Swisscom TV box;

- Registering the customer for Swisscom TV;
- The cables for connecting the Swisscom TV box to the router and the customer's end TV device are laid freely
- One wall breakthrough (drilling) per Swisscom TV box is included if needed and under consideration of point 3.1.1. The cables for these connections can be laid in the wall depending on the space and the customer's requirements. The customer bears the costs of any additional expenditure in the latter case, in accordance with point 2.4;
- Brief demonstration of Swisscom TV if needed.

If the customer does not yet have broadband Internet access, then services in accordance with point 2.1.2 are included. These are performed at the same time as the installation of Swisscom TV.

2.4 Service-specific work

If additional work or optional additional services are necessary with regard to space, the customer's requirements or to create the basic conditions listed in point 3.1, these are discussed in advance between the customer and the Installer as part of the quote. The Installer invoices the customer directly for this service-specific work:

- Additional cabling;
- Laying cables in the wall;
- Installing cable ducts and laying Ethernet cables through these cable ducts;
- Configuring DSL Internet access on an additional end computer device for the customer via Ethernet or WLAN (incl. WPA encryption);
- Laying Ethernet cables through existing conduits;
- Additional drilling work (more than one wall breakthrough per Swisscom TV box);
- Attaching additional telephone or digital sockets;
- Relocating telephone sockets;
- Relocating ISDN-NT;
- Any support in connection with the customer's software;
- Removing viruses;
- Equipping the PC system;
- Setting up home cinema and surround sound systems;
- Instructions for existing or newly installed products (video senders, etc.).

2.5 Agreement between the customer and the Installer

The customer concludes a separate agreement (quote) for any work by the Installer that exceeds the services described in points 2.1 to 2.3.

2.6 Service adjustments

If there is no cost to the customer and the scope of the agreed service is not negatively affected, Swisscom may undertake service adjustments of all home installation services at any time.

2.7 Installation

Installation is effected at the customer's house in accordance with the time agreed in advance between Swisscom and the customer within the following installation times:

- Monday-Friday: 8am-6pm
- Saturday: 8am-4pm

3 Services provided by customers

3.1 Minimum requirements

The customer must be present during the entire home installation and is responsible for the security of data on the computer and for making an up-to-date (daily back-up) copy of the data.

3.1.1 Authorisations and approvals

The customer is responsible for procuring any authorisations or approvals in advance from third parties (e.g. landlord) for the installation work to be performed (drilling, changes to previous house installation, etc.).

The customer authorises Swisscom or the Installer appointed by Swisscom to install the necessary software on his computer.

The customer also confirms that his systems have been checked for existing hardware and software components before the corresponding home installation. This analysis is a prerequisite of optimum installation and also assists in subsequent evaluation of any complications that may occur.

3.1.2 Connections

The customer is responsible for preparing and setting up the necessary infrastructure. A prerequisite for installation is that all the customer's connections are working, namely:

- A landline telephone connection (hereafter referred to as "Network Connection"), exception: Home Installation Internet Access SAT;
- Connection to the mains power in the direct vicinity of the desired installation site (applies to modem/router and/or Swisscom TV box).

The customer is responsible for the aforementioned network connections and for the approval of the network connection customer to this agreement, if these persons are not identical.

3.1.3 Software and hardware

The customer is responsible for procuring and setting up all software and hardware components. All the customer's required software and hardware components must be in working order before installation:

- A computer with one of the following operating systems: Microsoft Windows 2000, XP, Vista or MAC OS from version 10.1.2;
- An e-mail programme (e.g. Microsoft Outlook, Microsoft Outlook Express or web-based e-mail applications) installed on the computer;
- Preparation of all necessary passwords (BIOS, operating system, applications, Internet account, e-mail account, Swisscom log-in for the customer centre, etc.);
- Access to all necessary devices (disks, CD-ROM, drivers, etc.) plus cables.

3.2 Home Installation Internet Access SAT

In addition to the minimum requirements listed in point 3.1, the following prerequisites should be observed for Home Installation Internet Access SAT:

If customers do not wish the satellite dish to be fitted to the house facade, they are obligated, in accordance with point 7.2.2 of the Internet Access SAT scope of services, to have a weather-proof mount (diameter 50 mm) installed by a professional. The location of the mount must be selected so that

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there is a clear line of sight to the satellite and the distance (cable length) to the satellite modem is a maximum of 30 m.

3.3 Final confirmation

The customer accepts successful installation by signing on completion of the work.

4 Invoicing and payment conditions

The services are invoiced by Swisscom after successful installation. Any delay caused by the customer does not absolve him from the payment obligation.

Service-specific works as described in point 2.4, and works by the installer, which exceed the scope of services described in points 2.1 to 2.3, are invoiced by the Installer directly.

5 Guarantee

In the event of faulty installation works, which are caused by Swisscom deliberately or through gross negligence, the customer is entitled to demand a free remedy of the installation works. The customer is excluded from making any further claims.

Swisscom is liable for damage or loss to the customer's infrastructure, if Swisscom has caused this deliberately or through gross negligence. Compensation in each case is limited to the current market value of the item. The customer is excluded from making any further claims.

Swisscom is only liable for any customer damages resulting from loss of unsecured data or software programmes if this has been caused by deliberate action or gross negligence; liability is excluded in all other cases.

Swisscom cannot be held responsible for misuse and damage by third parties.

6 Other provisions

Swisscom is entitled to commission third parties to perform installation.

The prices are taken from the price list. The price list valid at the time the contract on home installation is concluded is the one that applies.

The customer authorises Swisscom to install the necessary software on his computer. The customer must be present during the entire installation. The customer also confirms that his systems have been checked for existing hardware and software components before the actual installation. On the one hand, this analysis is a prerequisite of optimum installation and, on the other, it also assists in subsequent evaluation of any complications that may occur and, thus facilitates constant improvement and quality assurance of the Home Installation DSL. The analysis protocol is stored on the customer's PC and sent to the Swisscom database. The customer must accept the licence conditions of installed software (e.g. Quick Help) during installation.

If the customer does not keep to the agreed date or breaches another obligation of this contract, Swisscom is entitled to charge for the additional expenditure (e.g. travel there and back and maintenance time) at an hourly rate of CHF 140.

If successful installation is not possible because of defective or virus-infected hardware or software, the services provided up to that point (travel there and back and labour) are charged at an hourly rate of CHF 140, but at the most the amount incurred for the entire home installation. This also applies if installation cannot be completed successfully because other basic requirements in accordance with point 3.1 are not fulfilled.

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