

# DIRECTV Dealer Checklist for Contracts

This checklist must be submitted as the cover page for all contracts submitted through [SalesForce.com](https://www.salesforce.com).

Date: \_\_\_\_\_

## PROPERTY INFORMATION

Property Name: \_\_\_\_\_

Property Owner/Manager Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name for Installation: \_\_\_\_\_ Installation Contact Phone: \_\_\_\_\_

Contact Email for Installation: \_\_\_\_\_ Equipment Type:<sup>DRE</sup> \_\_\_\_\_

Billing Contact Name:\* \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_ Billing Contact Phone: \_\_\_\_\_

\*Not required if billing under third-party dealer

Who is Property's current video provider? \_\_\_\_\_

Business Type\*: \_\_\_\_\_

Chain/Brand\*: \_\_\_\_\_

\*If incomplete or incorrect, contract will be rejected

ABS Lead Seller ATTUID (if applicable): \_\_\_\_\_

## DEALER INFORMATION

Dealer: \_\_\_\_\_

Dealer ID: \_\_\_\_\_ Dealer Contact Name: \_\_\_\_\_

Dealer Email: \_\_\_\_\_ Dealer Phone: \_\_\_\_\_

By checking this box Dealer requests to add this account to the following Master Bill Account Number: \_\_\_\_\_  
(applicable only to third-party billing dealers with existing Master Bills)

### Please check appropriate boxes

#### Agreement Types:

- Hospitality Agreement
- Institutions Agreement
- University Agreement

#### Additional Required Information:

- Hospitality & Institutions Receiver List  
(Excel format required)
- Estimated Taxes
- Print Customer's name and person signing's  
name and title
- Customer signature

#### Additional/Optional Forms:

- To establish reoccurring bill payment,  
contact the L&I Call Center
- Tax-Exempt Certificate, if applicable; required if:
  1. Property is tax-exempt
  2. Government
  3. Agencies, non-profit organizations

DEALERS ARE NOT AUTHORIZED TO SIGN ANY AGREEMENT OR FORM ON BEHALF OF A PROPERTY. ANY DEALER SIGNING AGREEMENTS OR FORMS ON BEHALF OF A PROPERTY MAY BE IMMEDIATELY TERMINATED BY DIRECTV.

Dealer Signature: \_\_\_\_\_

*All contracts will be completed within 24 hours of submission, provided they are complete. You will experience delays beyond 24 hours if there is incomplete, incorrect or missing paperwork. If there are any questions, please contact 877.389.5372.*

**Note:** All agreements can be accessed on CCKM.

**DIRECTV TERMS OF SERVICE FOR INSTITUTION ESTABLISHMENTS**

**THESE DIRECTV TERMS OF SERVICE FOR INSTITUTION ESTABLISHMENTS, TOGETHER WITH THE H&I TERMS AND CONDITIONS, (“SERVICE TERMS”) DESCRIBE THE TERMS OF CUSTOMER’S RECEIPT OF SERVICE, WHETHER PROVIDED TO CUSTOMER DIRECTLY BY DIRECTV OR INDIRECTLY THROUGH ONE OF DIRECTV’S AUTHORIZED SALES AGENTS (“AUTHORIZED RETAILER”). BY AGREEING TO THESE SERVICE TERMS, CUSTOMER IS ESTABLISHING A DIRECT RELATIONSHIP WITH DIRECTV. THIS PROVIDES CUSTOMER WITH THE ABILITY TO RECEIVE SERVICE EVEN IF CUSTOMER NO LONGER HAS A RELATIONSHIP WITH THE AUTHORIZED RETAILER AND EVEN IF DIRECTV’S RELATIONSHIP WITH THE AUTHORIZED RETAILER ENDS.**

The Hospitality and Institutions General Terms and Conditions (“**H&I Terms and Conditions**”) made available at <https://www.directv.com/legal/directv-tos-hospitality-institutions/>, as updated from time to time by DIRECTV, are integrated into and made a part of these Service Terms. Terms not defined herein are defined in the H&I Terms and Conditions. To the extent of any specific conflict with the H&I Terms and Conditions, these Service Terms will control.

DIRECTV, either directly or indirectly through an Authorized Retailer, provides satellite entertainment programming and services, including, for certain installations, associated DTV Receiving Equipment (“**Service**” or “**Services**”) to qualifying nursing homes, assisted living facilities, long term care facilities, hospitals, medical clinics, dialysis clinics (with private rooms for overnight guests), marinas, camp grounds RV parks, prisons, correctional facilities, convents and other non-university dormitories, and other institution locations approved by DIRECTV (“**Institution Establishment**” or “**Establishment**”). As used herein, “**DIRECTV**” means DIRECTV, LLC and “**Customer**” means the entity that owns the Institution Establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges for the Service. Services must be provided by Customer on a free-to-guest basis and may be provided only within the private rooms of the Institution Establishment and, if approved by DIRECTV, other non-public areas of the Institution Establishment. DIRECTV High Definition (HD) receiving hardware, remote controls and Distribution Equipment (referred to collectively as “**DTV Receiving Equipment**”) are required to view the Service, which may be in addition to other hardware and software from Customer’s Authorized Retailer. “**Distribution Equipment**” consists of a D2 Advantage™ distribution system, providing DIRECTV signal to the following system types: (a) COM, (b) DIRECTV Residential Experience (DRE), (c) Receiver-Less HD, (d) Receiver-Less HD Plus, or (e) H25 Stacked Headend. Access Cards (as defined in the H&I Terms and Conditions) are not included as DTV Receiving Equipment. Customer must purchase or lease, through an Authorized Retailer and/or a Hospitality & Institutions equipment distributor (“**H&I Distributor**”) (the party that provides DTV Receiving Equipment shall be referred to herein as the “**Equipment Provider**”), or already in possession of, DTV Receiving Equipment that can provide the Service to its Establishment. In order to receive the Services, DIRECTV requires Customer’s Establishment to have 100% HD DTV Receiving Equipment.

These Service Terms are in addition to, and are separate and apart from, any agreement between Customer and its Authorized Retailer. DIRECTV and Authorized Retailers are independent entities and DIRECTV is not responsible for any acts or omissions of Authorized Retailers.

**AUTHORIZED RETAILER BILLING: IF CUSTOMER HAS MADE ARRANGEMENTS WITH ITS AUTHORIZED RETAILER TO BILL AND COLLECT FOR SERVICE, CUSTOMER UNDERSTANDS THAT THE AUTHORIZED RETAILER’S BILLING AUTHORITY IS SUBJECT TO THE APPROVAL OF DIRECTV, AND CUSTOMER FURTHER AGREES TO THE FOLLOWING ADDITIONAL BILLING TERMS:**

Please use the contact information provided on Customer’s bill from its Authorized Retailer for any questions about its bill. DIRECTV will bill and collect from such Authorized Retailer for the Service and Customer shall pay such Authorized Retailer directly for the Service. If, however, DIRECTV informs Customer that the Authorized Retailer is no longer authorized by DIRECTV to bill and collect for the Service, or the Authorized Retailer has ceased or failed to pay DIRECTV when due, or the Authorized Retailer is insolvent or unable to pay its debts in the ordinary course, then DIRECTV may commence billing and collection directly with Customer and Customer shall pay DIRECTV for Service in accordance with these Service Terms. If any of the foregoing occur, Customer is obligated to DIRECTV for payment of the Service from and after the earlier of (i) the date Customer learn of the Authorized Retailer’s cessation or failure of payment, (ii) the date DIRECTV notifies Customer that the Authorized Retailer is no longer authorized to perform billing activities, or (iii) Authorized Retailer’s insolvency or inability to pay its debts in the ordinary course.

**CA Establishments Only: CA State WARNING:** Products ordered can expose Customer to chemicals known to cause cancer &/or reproductive harm. See: [att.com/Prop65](http://att.com/Prop65)

**CUSTOMER SIGNATURE:** CUSTOMER AGREES TO THESE SERVICE TERMS, INCLUDING THE H&I TERMS AND CONDITIONS. THESE SERVICE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. **IF CUSTOMER RECEIVES A SUBSIDY AMOUNT AS PART OF ITS SUBSCRIPTION AND CUSTOMER DOES NOT COMPLETE ITS COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

**Legal Name of Customer:** \_\_\_\_\_ **Name of Person Signing:** \_\_\_\_\_

**Operating Name:** \_\_\_\_\_ **Print Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**AUTHORIZED RETAILER SIGNATURE:** BY SIGNING, AUTHORIZED RETAILER CERTIFIES THAT IT HAS EXPLAINED THESE SERVICE TERMS TO THE CUSTOMER, INCLUDING THE BILLING AND COLLECTION OBLIGATIONS, OFFER TERMS, 100% HD DTV RECEIVING EQUIPMENT AND ADVANCED ENTERTAINMENT PLATFORM REQUIREMENTS, AND H&I TERMS AND CONDITIONS, AND THAT THE INFORMATION PROVIDED HEREIN IS, TO THE BEST OF THE UNDERSIGNED’S KNOWLEDGE, COMPLETE AND ACCURATE, AND THAT THE UNDERSIGNED HAS VERIFIED THE ACCURACY OF THE INFORMATION BY PERSONALLY VISITING THE ESTABLISHMENT. AUTHORIZED RETAILER UNDERSTANDS AND AGREES THAT IF CUSTOMER RECEIVES A SUBSIDY AMOUNT BUT FAILS TO MEET THE REQUIREMENTS OF THE SUBSIDY AMOUNT, DIRECTV WILL COLLECT THE FULL SUBSIDY AMOUNT FROM AUTHORIZED RETAILER.

**Legal Name of Authorized Retailer:** \_\_\_\_\_ **Name of Person Signing:** \_\_\_\_\_

**Operating Name:** \_\_\_\_\_ **Print Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**UNIT CERTIFICATION - PLEASE COMPLETE THE BELOW UNIT SCHEDULE.** BY SIGNING ABOVE, CUSTOMER AND AUTHORIZED RETAILER EACH CERTIFY THAT, TO THE BEST OF THE THEIR KNOWLEDGE, THE UNIT COUNT PROVIDED BELOW IS TRUE AND ACCURATE. DIRECTV CHARGES ARE BASED ON 100% OF THE UNITS AT ALL TIMES. ACCORDINGLY, CUSTOMER AGREES THAT DIRECTV MAY ADJUST THE AMOUNT CHARGED FOR SERVICE IN THE EVENT DIRECTV DISCOVERS ANY DISCREPANCIES IN THE TOTAL UNITS AT THE ESTABLISHMENT WHEN COMPARED TO THE TOTAL UNITS SET FORTH BELOW. AUTHORIZED RETAILER AGREES THAT DIRECTV MAY PURSUE ANY AND ALL AVAILABLE REMEDIES FOR ANY MISREPRESENTATION OF THE TOTAL UNITS.

<b>Total Drops/Outlets:</b> 31	<b>Total Rooms (if used to determine Units):</b> 31	<b>Total Units<sup>(1)</sup>:</b> 31
<sup>(1)</sup> Total "Units" is the total number of drops/outlets connected to the DTV Receiving Equipment, unless otherwise approved by DIRECTV. Lobbies/Fitness Centers/Private offices can each be included in the Unit count if each room has 5 or fewer TVs (Fitness Centers with Precor TV-enabled systems can have up to 10 TVs).		

ESTABLISHMENT AND AUTHORIZED RETAILER INFORMATION		
DIRECTV Account Number:	Bill to: <input type="checkbox"/> Physical Address <input type="checkbox"/> Mailing Address <input type="checkbox"/> Authorized Retailer Billing	
Establishment Equipment Type:DRE	Unit Count:31	
Full Legal Name of Customer:		
Establishment Name:		
Brand Affiliation (if any):		
Service Address:	Contact at Establishment:	
Contact Email:	Establishment Phone Number:	
Mailing Address (if different):	Contact at Mailing Address:	
Contact Email:	Mailing Address Phone Number:	
Legal Structure of Customer: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Government <input type="checkbox"/> Other: _____		
State of organization (incorporation, principal place of business, state of principal residence): _____		
Federal Tax ID:	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Authorized Retailer Name:	Authorized Retailer Corp ID:	Authorized Retailer Number:

**PROGRAMMING AND SERVICES SELECTION**

Select the Packages/Services Customer wishes to order by checking the appropriate boxes below. Enter the Package/Service price, if it is not already listed, for each selection using the DIRECTV Commercial Hospitality and Institutions Rate Card, as amended from time to time by DIRECTV ("Rate Card"). Use the per Unit price corresponding to the number of Units. Pricing listed below is per month.

PACKAGE/SERVICE	UNIT PRICE	PACKAGE/SERVICE	UNIT PRICE	PACKAGE/SERVICE	UNIT PRICE
<input type="checkbox"/> XTRA™ <sup>(1)</sup>	\$13.65	<input type="checkbox"/> HBO® and Cinemax® Package	\$2.75	<input type="checkbox"/> Large Property Credit	(\$0.25)
<input checked="" type="checkbox"/> ENTERTAINMENT <sup>(1)</sup>	\$8.15	<input type="checkbox"/> STARZ® ENCORE Super Pack	\$1.75	<input type="checkbox"/> \$1 off Programming Discount Offer	(\$1.00)
<input type="checkbox"/> SELECT™ <sup>(1)</sup>	\$7.15	<input type="checkbox"/> STARZ® ENCORE <sup>(4)</sup>	\$	<input type="checkbox"/> Renewal Discount (only available with \$1 off Programming Discount Offer)	(\$0.15)
<input type="checkbox"/> FAMILY™ <sup>(1)</sup>	\$4.15	<input type="checkbox"/> EPIX®	\$0.99	<input type="checkbox"/> Other:	\$
<input checked="" type="checkbox"/> Local Channels <sup>(2)</sup>	\$1.10	<input type="checkbox"/> STAYCAST Casting Solution <sup>(5)</sup>	\$2.00	<input type="checkbox"/> Other:	\$
<input type="checkbox"/> Entertainment Bridge Pack <sup>(3)</sup>	\$0.50	<input type="checkbox"/> Advanced Entertainment Platform	\$1.99	<input type="checkbox"/> Other:	\$
<input type="checkbox"/> SHOWTIME® Package	\$2.50	<input type="checkbox"/> Wi-Fi Streaming	\$	<input type="checkbox"/> Other:	\$

Charges must be based on 100% of the Units at all times. In certain areas, Service may be unavailable or additional restrictions may apply. Blackout restrictions and other terms apply to sports programming. Programming and pricing may change. <sup>(1)</sup> Package price shown includes the Technology Fee (\$0.65) but will be listed as two separate line items on Customer's bill. <sup>(2)</sup> Eligibility for Local Channels is based on Customer's service address. <sup>(3)</sup> Only available if Customer also subscribes to ENTERTAINMENT. <sup>(4)</sup> See Rate Card for price. <sup>(5)</sup> If Customer selects the STAYCAST Casting Solution, Customer must also sign and agree to the DIRECTV STAYCAST Casting Solution Addendum. <sup>(6)</sup> DRE Customers with DVR-enabled DTV Receiving Equipment will be charged a DVR Property Service Fee (\$50.00). <sup>(7)</sup> Taxes may vary from estimate. Customer is responsible for taxes. Refer to Customer's Service bill for taxes due. If Customer is tax exempt, taxes shall be subject to Customer's tax exempt status. Once approved via <a href="https://directv.certifytax.com/custportal.aspx">https://directv.certifytax.com/custportal.aspx</a> or <a href="mailto:directv@certifytax.com">directv@certifytax.com</a> , tax exempt will apply within 1-2 bill cycles.	Unit Price Subtotal:	\$9.25
	Number of Units:	<b>31</b>
	Monthly Unit Price Total:	<b>\$286.75</b>
	<input type="checkbox"/> DVR Property Service Fee <sup>(6)</sup>	<b>\$0</b>
	<b>Monthly Subtotal:</b>	<b>\$286.75</b>
	Estimated Taxes <sup>(7)</sup> :	<b>\$0</b>
	<b>MONTHLY GRAND TOTAL:</b>	<b>\$286.75</b>

**PROGRAMMING AND SERVICES TERMS**

**Advanced Entertainment Platform (AEP).** If Customer selects HD COM Distribution Equipment, Customer is eligible to receive AEP, provided Customer (i) subscribes to ENTERTAINMENT or XTRA™ and Local Channels, (ii) purchases or leases an android set top box for each television in all Units from its Equipment Provider, (iii) connects the android set top box to the Establishment's broadband via its Ethernet or Wi-Fi, (iv) has a minimum WAN bandwidth into the Establishment of 25 Megabits per second per 100 Units and (v) meets any additional technological specifications required for compatibility with AEP. Customer is not required to subscribe to any additional Qualifying Premium Services (i.e. HBO® and Cinemax® Package, SHOWTIME® Package, STARZ® ENCORE Super Pack, STARZ® ENCORE or EPIX®) to receive Qualifying Premium Services available through AEP. DIRECTV may, from time to time, change, add or remove programming or features from AEP, or change the service fees related thereto.

**INITIAL HERE \_\_\_\_\_ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS TO BE ELIGIBLE FOR AEP.**

**Wi-Fi Streaming.** If Customer selects HD COM Distribution Equipment, Customer is eligible to receive Wi-Fi Streaming, provided Customer (i) purchases or leases a transcoder from its Equipment Provider; (ii) limits Wi-Fi Streaming to the Establishment's on-premise Wi-Fi network; (iii) displays programming in 480p (i.e. standard definition); and (iv) does not alter any DIRECTV branding. DIRECTV may, from time to time, change, add or remove features from Wi-Fi Streaming due to legal, contractual or other restrictions.

**Large Property Credit.** Customer is eligible to receive a large property credit of \$0.25 per Unit per month ("**Large Property Credit**") for a period of 36 or 60 months ("**Large Property Credit Offer Period**") if Customer: (i) subscribes to XTRA™, ENTERTAINMENT, SELECT™, or FAMILY™, (ii) takes an Offer, and (iii) has 100 or more Units. If Customer fails to meet any of these terms, Customer will no longer qualify for the Large Property Credit. The Large Property Credit Offer Period is coterminous with Customer's Commitment Period.

**DIRECTV OFFER TERMS**

These DIRECTV Offer Terms set forth additional terms that apply if Customer receives from DIRECTV a "**Subsidy Amount**" in connection with its purchase or lease of DTV Receiving Equipment through an Equipment Provider or a "**Programming Discount**." Customer agrees to subscribe to the "**Required Packages**" listed in the table below and pay the appropriate programming fees for a period of not less than the number of months listed below from the date of activation for the Offer Customer selects ("**Commitment Period**").

**CUSTOMER MUST INITIAL ONE OF THE OFFERS LISTED BELOW. IF CUSTOMER DOES NOT WISH TO BE SUBJECT TO A COMMITMENT PERIOD, INITIAL THE "NO COMMITMENT" OFFER. IF CUSTOMER WISHES TO RECEIVE A SUBSIDY AMOUNT OR PROGRAMMING DISCOUNT, INITIAL ONE OF THE OTHER OFFERS. CUSTOMER MUST SUBSCRIBE TO THE REQUIRED PACKAGES FOR THE OFFER CUSTOMER INITIALS. IF CUSTOMER IS ELIGIBLE TO RECEIVE A SUBSIDY AMOUNT, DIRECTV WILL PAY THE SUBSIDY AMOUNT DIRECTLY TO CUSTOMER'S EQUIPMENT PROVIDER FOLLOWING ACTIVATION OF THE REQUIRED PACKAGES.**

Initial One	"Offer"	Required Packages	Unit Minimum	"Required DTV Receiving Equipment"	Subsidy Amount	"Subsidy Total" <sup>(1)</sup>	Programming Discount	Commitment Period
	COM & AEP (at no additional cost)	•ENTERTAINMENT or above •AEP •Local Channels	50 Units	• 23-Channel HD COM & AEP android set top boxes	Cost of Required DTV Receiving Equipment	Cost of Required DTV Receiving Equipment	None	60 months
	\$80 AEP Subsidy <sup>(2)</sup>	•ENTERTAINMENT or above •AEP •Local Channels	50 Units	• AEP android set top boxes	\$80.00 per Unit	\$80.00 x _____ = \$ _____	None	60 months
	\$80 COM & DRE Subsidy	•SELECT or above	15 Units	• DRE; • HD COM; • COM with NTSC-16; • Receiver-Less HD <sup>(3)</sup> ; or • Receiver-Less HD Plus <sup>(3)</sup>	\$80.00 per Unit	\$80.00 x _____ = \$ _____	None	60 months
	\$1 off Programming Discount	•FAMILY or above	5 Units	• DRE; • HD COM; • COM with NTSC-16; • H25 Stacked Headend; • Receiver-Less HD <sup>(3)</sup> ; or • Receiver-Less HD Plus <sup>(3)</sup>	None	None	\$1.00 per Unit per month <sup>(4)(5)</sup>	36 months
	No Commitment	Any Base Package	None	Any DIRECTV approved HD DTV Receiving Equipment	None	None	None	None

<sup>(1)</sup> All additional DTV Receiving Equipment above the Subsidy Total (whether requested by Customer or required to complete the installation for all Units) shall be purchased by Customer from its Equipment Provider and paid for by Customer.

<sup>(2)</sup> Only available to renewing Customers. Establishment must already have HD COM, COM with NTSC-8, or COM with NTSC-16 DTV Receiving Equipment.

<sup>(3)</sup> If Customer selects Receiver-Less HD or Receiver-Less HD Plus, Customer may not subscribe to any of the following Qualifying Premium Services: HBO® and Cinemax® Package, SHOWTIME® Package, STARZ® ENCORE Super Pack, STARZ® ENCORE or EPIX®.

<sup>(4)</sup> Renewal Customers qualify for an additional \$0.15 discount ("**Renewal Discount**") with subscription to \$1 off Programming Discount Offer.

<sup>(5)</sup> Programming Discount and Renewal Discount, if applicable, will start within 2 billing cycles and end after 36 months.

**RENEWAL CUSTOMERS ONLY**

CUSTOMER UNDERSTANDS AND AGREES THAT IT IS ONLY ELIGIBLE TO RECEIVE THE SUBSIDY AMOUNT IF: (I) CUSTOMER PURCHASES OR LEASES THE REQUIRED DTV RECEIVING EQUIPMENT AFTER THE DATE OF THESE SERVICE TERMS AND (II) CUSTOMER UPGRADES ITS EXISTING DTV RECEIVING EQUIPMENT TO THE REQUIRED DTV RECEIVING EQUIPMENT.

**INITIAL HERE \_\_\_\_\_ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS TO BE ELIGIBLE FOR A SUBSIDY AMOUNT.**

If Customer subscribes to the COM & AEP (at no additional cost) Offer and fails to maintain its subscription to the Required Packages for the entire Commitment Period, pay the appropriate programming fees for the Required Packages for the entire Commitment Period, or cancels its subscription to the Service at any time during the Commitment Period, in addition to any other early cancellation fees set forth in these Service Terms, Customer will pay an early cancellation fee equal to \$15,000.00, reduced on a pro-rata basis by the number of months Customer actually paid for the Required Packages during the Commitment Period. For example, if Customer ceased paying for the Required Packages 24 months into the 60 month Commitment Period, Customer will pay DIRECTV \$9,000 ( $\$15,000/60 = \$250 \times 36 = \$9,000$ ). Payment of the early cancellation fee is due within 30 days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If Customer fails to make payment, DIRECTV may pursue legal remedies against Customer for and receive the total amount due.

If Customer subscribes to a \$80 Subsidy Offer and fails to maintain its subscription to the Required Packages for the entire Commitment Period, pay the appropriate programming fees for the Required Packages for the entire Commitment Period, or cancels its subscription to the Service at any time during the Commitment Period, in addition to any other early cancellation fees set forth in these Service Terms, Customer will pay an early cancellation fee equal to the full Subsidy Total provided to Customer, reduced on a pro-rata basis by the number of months Customer actually paid for the Required Packages. For example, if Customer with a 100 Unit Establishment ceased paying for the Required Packages 24 months into the 60 month Commitment Period, Customer will pay DIRECTV \$4,800 ( $\$80.00 \times 100 = \$8,000/60 = \$133.33 \times 36 = \$4,800$ ). Payment of the early cancellation fee is due within 30 days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If Customer fails to make payment, DIRECTV may pursue legal remedies against Customer for and receive the total amount due.

If Customer subscribes to the \$1 Off Programming Discount Offer but fails to maintain its subscription to the Required Package for the entire Commitment Period, pay the appropriate programming fees for the Required Package, or cancels its subscription to the Service at any time during its Commitment Period, the Programming Discount will end. No early cancellation fees apply with subscription to the \$1 Off Programming Discount Offer. If Customer continues its subscription to the Service, Customer will be charged the undiscounted per Unit rate in effect for the Package it subscribes to and will not be subject to a Commitment Period.

### GENERAL TERMS

SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE RATE CARD, WHICH MEANS ALL PRICES CONTAINED IN THESE SERVICE TERMS ARE SUBJECT TO CHANGE EVEN THOUGH CUSTOMER IS AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL PER UNIT RATE FOR THE CHANNELS WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES.

**Discounts.** If Customer receives a programming discount under a separate agreement but fails to maintain the subscription level required to receive such discount, Customer will be charged the undiscounted per Unit rate in effect.

**OTA.** Customer agrees that it may relay broadcast programming provided "over-the-air" or "OTA" signals transmitted by local broadcast stations to, or otherwise make such OTA signals available in, private rooms, and DIRECTV is not making any secondary transmissions or retransmissions of such signals. Customer is solely responsible for ensuring its right to provide any local broadcast station programming to private rooms and for paying any royalty or licensing charges of any kind that arise from providing such programming, regardless if Customer or DIRECTV are subject to royalty or licensing charges arising therefrom.

**Equipment Installation and Maintenance.** Customer shall arrange with an Authorized Retailer for the timely delivery and installation of the DTV Receiving Equipment to its Establishment. As between DIRECTV and Customer, Customer shall be solely responsible for any and all costs associated with the installation and maintenance of the DTV Receiving Equipment. Customer agrees that DIRECTV is not responsible to provide the installation, maintenance or service on the DTV Receiving Equipment, and any claims about installation, maintenance, service or breach of warranty will not eliminate its obligation to complete the Commitment Period. Customer, at its own expense, shall provide and maintain for each item of DTV Receiving Equipment, insurance against loss, theft and damage in an insured amount equal to the full replacement value of such item of DTV Receiving Equipment.

**Warranty Limitations and Spares.** CUSTOMER UNDERSTANDS THAT ALL WARRANTY CLAIMS FOR THE DTV RECEIVING EQUIPMENT MUST BE HANDLED BETWEEN CUSTOMER AND THE EQUIPMENT PROVIDER. DIRECTV MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DTV RECEIVING EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR SUBSIDY AMOUNT. Please contact Customer's Equipment Provider for specific warranty details.

**Protection and Ownership of Equipment.** Customer shall have no right to sell, give away, transfer, remove or relocate the DTV Receiving Equipment at any time during the Commitment Period without DIRECTV's prior written consent. Both parties intend that these Service Terms shall inure to the benefit of their respective assigns, transferees, successors-in-interest, secured parties and collateral assignees, and that they shall continue in full force and effect after any sale of the Establishment and be binding on all subsequent owners. Customer shall provide DIRECTV with written notice of any proposed sale, transfer or conveyance of the Establishment at least 30 days prior to the scheduled closing.

### CONTENT PROTECTION TERMS

(Applicable only to Receiver-Less HD Plus Distribution Equipment)

If Customer selects Receiver-Less HD Plus Distribution Equipment, Customer and Authorized Retailer agree to abide by these "**Content Protection Terms.**" These Content Protection Terms relate to Customer's and Authorized Retailer's obligations to maintain content protection of the Service at Customer's Establishment. The Service must be protected at the Establishment using Receiver-Less HD Plus, which provides continual protection from the digital output of the DTV Receiving Equipment to the display devices where the Service is viewed. The Service may not leave the digital output of the DTV Receiving Equipment unprotected.

**Covenants, Representations and Warranties.** Customer and Authorized Retailer represent and warrant that (i) the Distribution Equipment and network is protected by an up-to-date and monitored, enterprise-level security solution, (ii) the Service is only distributed locally through the Distribution Equipment and network, (iii) the Service will not cross any public rights of way or leave the local network for others to view in any format, (iv) they will comply with the required DIRECTV content distribution transmission specifications and broadcast protocols, (v) they will protect against unauthorized external access to the Distribution Equipment and Service, and prevent any recording or piracy by employees or others with access to the Distribution Equipment, (vi) they will report to DIRECTV any theft, piracy, copying, rebroadcast, retransmission or any other attempt to distribute the Service in violation of these Content Protection Terms, and (vii) they will reasonably cooperate with DIRECTV and its program providers to investigate, stop, and prevent activity that violates these Content Protection Terms. DIRECTV and any programming provider may prosecute violations of these terms against Customer, Authorized Retailer, and other responsible parties, in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

**Future Restrictions.** DIRECTV program providers may request additional restrictions from time to time, and as these requests are made, DIRECTV will notify Customer of such requirements. If Customer is unable or unwilling to comply, DIRECTV may terminate Customer's Service.

**Inspection.** In addition to the inspection rights under the H&I Terms and Conditions, if DIRECTV reasonably determines that Customer or Authorized Retailer are not complying with the obligations in these Content Protection Terms, DIRECTV may immediately deactivate the Service, terminate the Authorized Retailer's agreement with DIRECTV, or both. If Service is deactivated, Customer is responsible for payment of all outstanding balances accrued through the date of deactivation, in addition to the indemnification obligations described below.

**Indemnification.** IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS UNDER THE H&I TERMS AND CONDITIONS, CUSTOMER AND AUTHORIZED RETAILER AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIM BY ANY PROGRAM PROVIDER FOR ANY THEFT, PIRACY, COPYING, REBROADCAST, RETRANSMISSION OR ANY OTHER ATTEMPT TO DISTRIBUTE THE SERVICE IN VIOLATION OF THESE CONTENT PROTECTION TERMS.