

# DIRECTV Dealer Checklist for Contracts

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

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)
- Print Customer's name and person signing's  
name and title
- Customer signature

### Additional/Optional Forms:

- Additional Services Addendum
- Payment information  
(required only for recurring payments)
- Tax-Exempt Certificate, if applicable; required if:
  1. Property is tax-exempt
  2. Government
  3. Agencies, non-profit organizations
  4. Direct payment agreements only

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 MyCSP.

**DIRECTV TERMS OF SERVICE FOR NEW INSTITUTION ESTABLISHMENTS**

**THESE DIRECTV TERMS OF SERVICE FOR NEW 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://att.com/legal/terms.dtv\\_hospitalityInstitutionsTerms.html](https://att.com/legal/terms.dtv_hospitalityInstitutionsTerms.html), 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 approved 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. 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, or (d) Receiver-Less HD Plus. Access Cards (as defined in the H&I Terms and Conditions) are not included as DTV Receiving Equipment. 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, THE SUBSIDY AMOUNT TERMS, THE 100% HD DTV RECEIVING EQUIPMENT REQUIREMENT, AND THE 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>	<b>Total Rooms (if used to determine Units):</b>	<b>Total Units<sup>(1)</sup>:</b>
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<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 added to 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 Type: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Assisted Living Facility <input type="checkbox"/> Long Term Care Facility <input type="checkbox"/> Hospital <input type="checkbox"/> Medical Clinic <input type="checkbox"/> Dialysis Clinic (with private rooms for overnight guests) <input type="checkbox"/> Marina <input type="checkbox"/> Camp Grounds RV Park <input type="checkbox"/> Prison <input type="checkbox"/> Correctional Facility <input type="checkbox"/> Convent and other Non-University Dormitories <input type="checkbox"/> other approved institution locations		
Establishment Equipment Type: <input type="checkbox"/> DRE Basic <input type="checkbox"/> DRE Plus <input type="checkbox"/> Other:		Unit Count:
Full Legal Name of Customer:		
Establishment Name:		
Brand Affiliation (if any):		
Physical 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:

**DIRECTV INFORMATION**

Customer may contact DIRECTV 24 hours a day by calling the DIRECTV Business Service Center at 1-800-388-2505, sending DIRECTV an e-mail at [commercialcontracts@att.com](mailto:commercialcontracts@att.com) or writing DIRECTV (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 25392, Miami, FL 33102-5392 or for payments - DIRECTV, LLC, H&I Account Payments, P.O. Box 105249, Atlanta, GA 30348-5249).

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™ Pack <sup>(1)</sup>	\$13.89	<input type="checkbox"/> SHOWTIME® Package	\$2.50	<input type="checkbox"/> EPIX®	\$0.99	
<input type="checkbox"/> ENTERTAINMENT Pack <sup>(1)</sup>	\$8.39	<input type="checkbox"/> SHOWTIME® Package \$1.99 Offer	\$1.99	<input type="checkbox"/> STAYCAST Casting Solution <sup>(4)</sup>	\$2.00	
<input type="checkbox"/> SELECT Pack™ <sup>(1)</sup>	\$7.39	<input type="checkbox"/> SHOWTIME® Package \$0.99 Offer	\$0.99	<input type="checkbox"/> Wi-Fi Streaming		
<input type="checkbox"/> FAMILY™ Pack <sup>(1)</sup>	\$4.39	<input type="checkbox"/> HBO® and Cinemax® Package	\$2.75	<input type="checkbox"/> Advanced Entertainment Platform	\$2.25	
<input type="checkbox"/> Technology Fee	\$0.60	<input type="checkbox"/> HBO® and Cinemax® Package Offer	\$2.25	<input type="checkbox"/> Large Property Credit	(\$0.25)	
<input type="checkbox"/> Entertainment Bridge Pack <sup>(2)</sup>	\$0.37	<input type="checkbox"/> STARZ® ENCORE Super Pack	\$1.75	<input type="checkbox"/> Other:	\$	
<input type="checkbox"/> SHOWTIME® ENTERTAINMENT Bundle Offer	\$11.00	<input type="checkbox"/> STARZ ENCORE <sup>(3)</sup>	\$	<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 includes local channels, where available. <sup>(2)</sup> Only available if Customer also subscribes to ENTERTAINMENT Pack. <sup>(3)</sup> See Rate Card for price. <sup>(4)</sup> If Customer selects the STAYCAST Casting Solution, Customer must also sign and agree to the DIRECTV STAYCAST Casting Solution Addendum. <sup>(5)</sup> DRE Customers with DVR-enabled DTV Receiving Equipment will be charged a DVR Property Service Fee. <sup>(6)</sup> If Customer selects additional services offered on the DIRECTV Additional Services Addendum ("Addendum"), enter the Monthly Total from the Addendum. <sup>(7)</sup> Taxes may vary from estimate. Customer is responsible for taxes. Refer to Customer's Service bill for taxes due.					Unit Price Subtotal:	\$
					Number of Units:	
					Monthly Unit Price Total:	\$
					<input type="checkbox"/> DVR Property Service Fee (\$50.00) <sup>(5)</sup>	\$
					Monthly Establishment Fees Total:	\$
					Monthly Total from the Addendum <sup>(6)</sup> :	\$
					<b>Monthly Subtotal:</b>	\$
					Estimated Taxes <sup>(7)</sup> :	\$
<b>MONTHLY GRAND TOTAL:</b>					<b>\$</b>	

**PROGRAMMING AND SERVICES TERMS**

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

**Advanced Entertainment Platform.** If Customer selects HD COM Distribution Equipment, Customer is eligible to receive the Advanced Entertainment Platform, provided Customer (i) subscribes to ENTERTAINMENT Pack or XTRA™ Pack, (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 the Advanced Entertainment Platform. 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 the Advanced Entertainment Platform. DIRECTV may, from time to time, change, add or remove programming or features from the Advanced Entertainment Platform, or change the service fees related thereto.

**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 60 or 84 months ("**Large Property Credit Offer Period**") if Customer: (i) subscribes to XTRA™ Pack or ENTERTAINMENT Pack, (ii) takes an Offer with a Subsidy Amount, and (iii) has 130 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.

**SHOWTIME® ENTERTAINMENT Bundle Offer.** Customer is eligible to receive (1) ENTERTAINMENT Pack, (2) SHOWTIME Package, (3) Technology Fee, (4) EPIX®, and (5) Music Choice® Music Channels (together, "**SHOWTIME ENTERTAINMENT Bundle**") at \$11.00 per Unit per month ("**SHOWTIME ENTERTAINMENT Bundle Offer**") if Customer: (i) is a new DIRECTV customer; (ii) has not received SHOWTIME programming from any other distributor during the 24 months preceding the date of activation of the SHOWTIME Package; and (iii) subscribes to the SHOWTIME ENTERTAINMENT Bundle for its entire 36, 60, or 84 month Commitment Period ("**SHOWTIME ENTERTAINMENT Bundle Offer Period**"). If Customer fails to meet any of these terms, Customer will no longer qualify for the SHOWTIME ENTERTAINMENT Bundle Offer and will be charged the per Unit rate in effect. After the SHOWTIME ENTERTAINMENT Bundle Offer Period, Customer will be charged the per Unit rate in effect. If Customer is eligible for any programming discount offers under a separate agreement, Customer may only apply one discount offer. The SHOWTIME ENTERTAINMENT Bundle is subject to price changes, which means that the per Unit rate for the SHOWTIME ENTERTAINMENT Bundle will increase if the rate on the Rate Card increases; provided, however, the \$1.02 programming discount will still apply. The SHOWTIME ENTERTAINMENT Bundle Offer Period is coterminous with Customer's Commitment Period.

**INITIAL HERE \_\_\_\_\_ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE SHOWTIME ENTERTAINMENT BUNDLE OFFER AND THAT CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS NOT RECEIVED SHOWTIME PROGRAMMING FROM ANY OTHER DISTRIBUTOR DURING THE 24 MONTHS PRECEDING THE DATE OF ACTIVATION.**

**SHOWTIME® Package \$1.99 Offer.** Customer is eligible to receive the SHOWTIME Package at \$1.99 per Unit per month ("**SHOWTIME Package \$1.99 Offer**") for a period of 36, 60, or 84 months ("**SHOWTIME Package \$1.99 Offer Period**") if Customer: (i) is a new DIRECTV customer and (ii) subscribes to the following for its entire Commitment Period (1) XTRA™ Pack, ENTERTAINMENT Pack, SELECT™ Pack, or FAMILY™ Pack and (2) SHOWTIME Package. If Customer fails to meet any of these terms, Customer will no longer qualify for the SHOWTIME Package \$1.99 Offer and will be charged the per Unit rate in effect. If Customer is eligible for any SHOWTIME discount offers under a separate agreement, Customer may only apply one SHOWTIME discount offer. After the SHOWTIME Package \$1.99 Offer Period, Customer will be charged the per Unit rate in effect. The SHOWTIME Package \$1.99 Offer Period is coterminous with Customer's Commitment Period.

**INITIAL HERE \_\_\_\_\_ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE SHOWTIME PACKAGE \$1.99 OFFER.**

**SHOWTIME® Package \$0.99 Offer.** Customer is eligible to receive the SHOWTIME Package at \$0.99 per Unit per month ("**SHOWTIME Package \$0.99 Offer**") for a period of 36, 60, or 84 months ("**SHOWTIME Package \$0.99 Offer Period**") if Customer: (i) has not received SHOWTIME programming from DIRECTV or any other distributor during the 6 months preceding the date of activation of the SHOWTIME Package and (ii) subscribes to the following for its entire Commitment Period: (1) XTRA™ Pack, ENTERTAINMENT Pack, SELECT™ Pack, or FAMILY™ Pack and (2) SHOWTIME Package. If Customer fails to meet any of these terms, Customer will no longer qualify for the SHOWTIME Package \$0.99 Offer and will be charged the per Unit rate in effect. The SHOWTIME Package \$0.99 Offer may not be combined with any other SHOWTIME program (e.g. SHOWTIME "Direct To Property" incentive or additional marketing support of any kind provided by SHOWTIME). In addition, Customer may not receive any subsidized printed monthly program guides from SHOWTIME. If Customer is eligible for any SHOWTIME discount offers under a separate agreement, Customer may only apply one SHOWTIME discount offer. After the SHOWTIME Package \$0.99 Offer Period, Customer will be charged the per Unit rate in effect. The SHOWTIME Package \$0.99 Offer Period is coterminous with Customer's Commitment Period.

**INITIAL HERE \_\_\_\_\_ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE SHOWTIME PACKAGE \$0.99 OFFER AND THAT CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS NOT RECEIVED SHOWTIME PROGRAMMING FROM DIRECTV OR ANY OTHER DISTRIBUTOR DURING THE 6 MONTHS PRECEDING THE DATE OF ACTIVATION.**

**HBO® and Cinemax® Package Offer.** Customer is eligible to receive the HBO and Cinemax Package at \$2.25 per Unit per month ("**HBO and Cinemax Package Offer**") for a period of 60 or 84 months ("**HBO and Cinemax Package Offer Period**") if Customer: (i) is a new DIRECTV customer or has not received DIRECTV programming during the 12 months preceding the date of activation of the HBO and Cinemax Package and (ii) subscribes to (1) XTRA™ Pack, ENTERTAINMENT Pack, or SELECT™ Pack and (2) the HBO and Cinemax Package for its entire Commitment Period. If Customer fails to meet any of these terms, Customer will no longer qualify for the HBO and Cinemax Package Offer and will be charged the per Unit rate in effect. If Customer is eligible for any HBO and Cinemax discount offers under a separate agreement, Customer may only apply one HBO and Cinemax discount offer. After the HBO and Cinemax Package Offer Period, Customer will be charged the per Unit rate in effect. The HBO and Cinemax Package Offer Period is coterminous with Customer's Commitment Period.

**INITIAL HERE \_\_\_\_\_ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE HBO AND CINEMAX PACKAGE OFFER.**

#### DIRECTV OFFER TERMS

These DIRECTV Offer Terms set forth additional terms that apply if Customer receives from DIRECTV a Subsidy Amount or Programming Discount in connection with its 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**"), of DTV Receiving Equipment that can provide the Service to its Establishment. Customer agrees to subscribe to the Required Packages 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.**

Initial One	"Offer"	"Required Packages"	Unit Minimum	"Required DTV Receiving Equipment"	"Subsidy Amount"	"Subsidy Total" <sup>(1)</sup>	"Programming Discount"	"Commitment Period"
	\$195 Subsidy (COM & AEP)	<ul style="list-style-type: none"> <li>•ENTERTAINMENT Pack or above</li> <li>•Technology Fee</li> <li>•Advanced Entertainment Platform (AEP)</li> </ul>	50 Units	<ul style="list-style-type: none"> <li>•HD COM &amp; AEP android set top boxes; or</li> <li>•COM with NTSC-8 &amp; AEP android set top boxes</li> </ul>	\$195.00 per Unit; up to 116 Units	\$195.00 x _____ = \$ _____; up to \$22,620	None	84 months
	\$160 Subsidy (COM & AEP)	<ul style="list-style-type: none"> <li>•ENTERTAINMENT Pack or above</li> <li>•Technology Fee</li> <li>•Advanced Entertainment Platform (AEP)</li> </ul>	15 Units	<ul style="list-style-type: none"> <li>•HD COM &amp; AEP android set top boxes; or</li> <li>•COM with NTSC-8 &amp; AEP android set top boxes</li> </ul>	\$160.00 per Unit; up to 130 Units	\$160.00 x _____ = \$ _____; up to \$20,800	None	60 months
	\$80 Subsidy (COM)	<ul style="list-style-type: none"> <li>•ENTERTAINMENT Pack or above</li> <li>•Technology Fee</li> </ul>	15 Units	<ul style="list-style-type: none"> <li>•HD COM;</li> <li>•COM with NTSC-8;</li> <li>•Receiver-Less HD<sup>(2)</sup>; or</li> <li>•Receiver-Less HD Plus<sup>(2)</sup></li> </ul>	\$80.00 per Unit; up to 130 Units	\$80.00 x _____ = \$ _____; up to \$10,400	None	60 months
	\$80 Subsidy (DRE)	<ul style="list-style-type: none"> <li>•ENTERTAINMENT Pack or above</li> <li>•Technology Fee</li> </ul>	15 Units	<ul style="list-style-type: none"> <li>•DRE Basic; or</li> <li>•DRE Plus</li> </ul>	\$80.00 per Unit; up to 130 Units	\$80.00 x _____ = \$ _____; up to \$10,400	None	60 months
	\$1 off Programming Discount	<ul style="list-style-type: none"> <li>•SELECT Pack or above</li> <li>•Technology Fee</li> </ul>	5 Units	<ul style="list-style-type: none"> <li>•HD COM;</li> <li>•COM with NTSC-8;</li> <li>•DRE Basic;</li> <li>•DRE Plus;</li> <li>•Receiver-Less HD<sup>(2)</sup>; or</li> <li>•Receiver-Less HD Plus<sup>(2)</sup></li> </ul>	None	None	\$1.00 per Unit per month <sup>(3)</sup>	36 months
	No Commitment	<ul style="list-style-type: none"> <li>•Any Base Package</li> <li>•Technology Fee</li> </ul>	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>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>(3)</sup>Programming Discount will start within 2 billing cycles and end after 36 months.

CUSTOMER UNDERSTANDS AND AGREES THAT IT IS ONLY ELIGIBLE TO RECEIVE THE SUBSIDY AMOUNT IF IT APPLIES IT TO DTV RECEIVING EQUIPMENT PURCHASED OR LEASED AFTER THE DATE OF THESE SERVICE TERMS. 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.

If Customer fails to maintain its subscription to the Required Packages and pay the appropriate programming fees for the Required Packages for the entire 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 during the Commitment Period with subscription to the \$195, \$160, or \$80 Subsidy Offers. For example, if Customer selected a \$80 Subsidy Offer for an Establishment with 100 Units and 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.

#### 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 but fails to maintain the subscription level required to receive such discount, Customer will be charged the undiscounted per Unit rate in effect.

**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**

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.