

DIRECTV COMMERCIAL ESTABLISHMENT AND HOSPITALITY AND INSTITUTION CONTENT PROTECTION ADDENDUM

Thank you for choosing DIRECTV. By signing this DIRECTV Commercial Establishment and Hospitality & Institution Content Protection Addendum (**Addendum**), Customer and Dealer agree to abide by the following terms. Customer wishes to receive DIRECTV’s high definition (**HD**) multi-channel video and entertainment service (**DIRECTV Service**) at Customer’s Commercial or Hospitality & Institution establishment (**Property**). Dealer will install the DIRECTV Service at the Property through certain hardware and software, such as High Definition (HD) DIRECTV receivers or similar reception and delivery systems (**DIRECTV Equipment**) together with a centralized distribution system (**Distribution System**). *This Addendum is not required for a Distribution System that uses either standard definition DIRECTV receivers, a COM system with Pro:Idiom or Samsung SCAS encryption. Following execution, email this addendum to DIRECTVEncryption@att.com.*

This Addendum contains terms related to Customer’s and Dealer’s obligations to maintain the content protection of the DIRECTV Service at Customer’s Property. Customer’s use of the DIRECTV Service at the Property is subject to the terms of the DIRECTV Commercial Customer Agreement or DIRECTV Terms of Service for Hospitality and Institutions (Customer Viewing Agreement).

PROVIDE THE FOLLOWING CUSTOMER INFORMATION	
Property Name	
Brand Affiliation	
Physical Address	
Mailing Address	
Phone Number	
DIRECTV Programming Package and Add-Ons	
Dealer Number	
Dealer Business Name	
Dealer Contact Name	
Distributor Number	
Distributor Business Name	
Distributor Contact Name	

ESTABLISHMENT TYPE. DIRECTV program providers require content protection technology to deliver HD programming. The type of establishment where the DIRECTV Service will be viewed determines the type of technology that may be used.

CUSTOMER INITIAL NEXT TO THE TYPE OF ESTABLISHMENT WHERE THE DIRECTV SERVICE WILL BE VIEWED <i>(review Commercial Viewing Agreement for definitions – the below are only examples)</i>	
	Public Viewing For example, any business where content is readily viewable to the Customer’s patrons and the main source of revenue is from the sale of food and beverage (e.g., bar, restaurant, or stadium)
	Business Viewing For example, any business where content is readily viewable as a secondary purpose of the customer experience (e.g., waiting room, lobby, hospitality, gym, or fitness center)
	Private Viewing For example, any business where content is only available to employees in a room or office that is not accessible by customers (e.g., private office, break room, conference room, or private jet)
	Lodging and Institutions For example, hotel/motel, assisted living, hospital, prison, on-campus or purpose-built off-campus student housing, consisting of 100% students
	Other <i>(If ‘Other’, describe the type of establishment)</i>

CONTENT PROTECTION TECHNOLOGY. The DIRECTV Service must be protected at the Property using an approved technology that provides continual protection from the digital output of the DIRECTV Equipment to the display devices where the DIRECTV Service is viewed. The DIRECTV Service may not leave the digital output of the DIRECTV Equipment unprotected.

DEALER INITIAL NEXT TO THE CONTENT PROTECTION TECHNOLOGY THAT WILL BE USED TO DELIVER DIRECTV SERVICE TO ALL DISPLAY DEVICES AT THE PROPERTY

	Verimatrix
	Cisco StadiumVision
	Receiver-Less HD Plus (Limited to <input type="checkbox"/> on-campus student housing, <input type="checkbox"/> purpose-built off-campus student housing (100% students), <input type="checkbox"/> hospital, <input type="checkbox"/> senior living facility, <input type="checkbox"/> prison, <input type="checkbox"/> stadium, <input type="checkbox"/> fitness center, <input type="checkbox"/> RV park, <input type="checkbox"/> marina. Check the applicable box.)
	Other Closed, Secure, LAN Environment (If 'Other', provide a detailed description of how the DIRECTV Service will be protected from the head end to all display devices, including a diagram of the system and physical and network security)

COVENANTS, REPRESENTATIONS AND WARRANTIES.

Viewing Limitations and Distribution System. Customer may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of the DIRECTV Service. Customer and Dealer represent and warrant that (i) the Distribution System and network is protected by an up-to-date and monitored, enterprise-level security solution, (ii) the DIRECTV Service is only distributed locally through the Distribution System and network, (iii) the DIRECTV 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 System and DIRECTV Service, and prevent any recording or piracy by employees or others with access to the Distribution System, (vi) they will report to DIRECTV any theft, piracy, copying, rebroadcast, retransmission or any other attempt to distribute the DIRECTV Service in violation of this Addendum, and (vii) they will reasonably cooperate with DIRECTV and its program providers to investigate, stop, and prevent activity that violates this Addendum. DIRECTV and any programming provider may prosecute violations of these terms against Customer, Dealer, 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 DIRECTV Service.

Inspection. DIRECTV or its authorized agent has the right to inspect Customer's DIRECTV Equipment and Distribution System at any time during normal business hours. If DIRECTV reasonably determines that Customer or Dealer are not complying with the obligations in this Addendum, DIRECTV may immediately deactivate the DIRECTV Service, terminate the Dealer's agreement with DIRECTV, or both. If DIRECTV 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.

Governmental Entities. The parties recognize that DIRECTV is a provider of a commercial service and, even if Customer is a government entity, that the provision of the DIRECTV Service does not deem DIRECTV a "government contractor" or subject DIRECTV to federal, state or local procurement regulations applicable to government contractors. Notwithstanding anything herein, if you are a government entity, to the extent applicable law prohibits indemnification or arbitration, those provisions do not apply.

Indemnification. CUSTOMER AND DEALER AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY RESULTING FROM THEIR BREACH OF ANY OF THE OBLIGATIONS, REPRESENTATIONS, WARRANTIES OR OTHER COVENANTS IN THIS ADDENDUM, INCLUDING BUT NOT LIMITED TO, ANY CLAIM BY ANY PROGRAM PROVIDER FOR ANY THEFT, PIRACY, COPYING, REBROADCAST, RETRANSMISSION OR ANY OTHER ATTEMPT TO DISTRIBUTE THE DIRECTV SERVICE IN VIOLATION OF THIS ADDENDUM.

ARBITRATION. Customer and DIRECTV agree that both parties will resolve any dispute under this Addendum through binding arbitration as fully set forth in the Customer Viewing Agreement.

If DIRECTV decides not to provide DIRECTV Service to Customer, this Addendum will be rescinded.

CUSTOMER SIGNATURE By signing below, Customer agrees to the terms of this Addendum. I warrant that I am authorized to sign this addendum on behalf of Customer and all information supplied by or about the Customer and Property is accurate.

Print Name of Customer: _____

Print Name of Person Signing: _____

Print Title: _____

Signature: _____

Date: _____

DEALER SIGNATURE By signing below, Dealer agrees to the terms of this Addendum. I warrant that I am authorized to sign this addendum on behalf of Dealer and all information about the Property is accurate.

Print Name of Authorized Dealer: _____

Print Name of Person Signing: _____

Print Title: _____

Signature: _____

Date: _____