

DIRECTV Dealer Checklist for Contracts

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

Date: _____

PROPERTY INFORMATION

Property Name: _____

1. Customer Contact Name: _____ Phone: _____

Email: _____

2. Contact Name: _____ Phone: _____

Email: _____

3. Contact Name: _____ Phone: _____

Email: _____

Agreement and Business Type (required):

☐ Hospitality ☐ Institutions ☐ University ☐ Government ☐ Non-Profit **Type:** _____

Chain/Brand (required): _____

DEALER INFORMATION (all details in this section are required):

Dealer: _____ Dealer ID: _____

Dealer Contact Name: _____ Dealer Email: _____

Dealer Phone: _____

Third Party Billing: Yes ☐ No ☐ **Add to Master Bill:** Yes ☐ No ☐ **MB Number:** _____

Billing address (required for 3rd party): _____

Enroll in emailed invoices? (Required): Yes ☐ No ☐ Email: _____

Have you included the required:

- ☐ Receiver List (Excel format required)
- ☐ Estimated Taxes completed on PLA.
- ☐ All signatures, initials, date and fields required on PLA, unless otherwise stated.
- ☐ All agreement pages must be attached and of the same version.

Additional/Optional Forms: (Do not include bank information)

- ☐ PTR Form completed and signed*
- ☐ *Email attempt required if not signed by current dealer.
- ☐ Change of Ownership approval (COO) commercialvoice@att.com
- ☐ Tax ID Change request form. (When COO isn't involved)
- ☐ Addendums for special offers.

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 business hours of submission, provided they are complete. You will experience delays beyond 24 hours if there is incomplete, incorrect or missing paperwork. Please see the dealer process document for opportunity escalation contacts.

DIRECTV TERMS OF SERVICE FOR HOSPITALITY & INSTITUTION ESTABLISHMENTS – QUICK CONNECT OFFERS

THESE DIRECTV TERMS OF SERVICE FOR HOSPITALITY & 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 (i) 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”) and (ii) qualifying hotels, motels, resorts, inns, and other hospitality locations approved by DIRECTV (“Hospitality Establishment,” together with Institution Establishment, “Establishment”). As used herein, “DIRECTV” means DIRECTV, LLC and “Customer” means the entity that owns the 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 Establishment and, if approved by DIRECTV, other non-public areas of an 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 DIRECTV distribution system, providing DIRECTV signal to the following system types: (a) COM and (b) DIRECTV Residential Experience (DRE). 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”) 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: directv.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 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 REQUIREMENT, 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 BUT FAILS TO MEET THE REQUIREMENTS OF THE OFFER, DIRECTV WILL COLLECT THE FULL SUBSIDY 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.

Total Drops/Outlets:	Total Rooms (if used to determine Units):	Total Units⁽¹⁾:
⁽¹⁾ Total "Units" is the total number of drops/outlets connected to the DTV Receiving Equipment, unless otherwise approved by DIRECTV. Hospitality Establishments: if the maximum number of available rooms is less than the number of drops/outlets, include the maximum number of available rooms for Units. 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 Type: <input type="checkbox"/> Institution Establishment <input type="checkbox"/> Hospitality Establishment		
Establishment Equipment Type:	Unit Count:	
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:
DIRECTV INFORMATION		
Customer may contact DIRECTV 24 hours a day by calling the DIRECTV Business Service Center at 1-800-388-2505 or writing DIRECTV (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 410347, Charlotte, NC 28241 or for payments - DIRECTV, LLC, H&I Account Payments, P.O. Box 5006, Carol Stream, IL 60197-5006).		

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 ⁽¹⁾	UNIT PRICE	PACKAGE/SERVICE ⁽¹⁾	UNIT PRICE	PACKAGE/SERVICE ⁽¹⁾	UNIT PRICE
<input checked="" type="checkbox"/> ENTERTAINMENT ⁽²⁾	\$8.25	<input type="checkbox"/> Paramount+ with SHOWTIME [®] Package	\$2.50	<input type="checkbox"/> STARZ [®] ENCORE ⁽⁵⁾	\$
<input type="checkbox"/> Local Channels ⁽³⁾	\$1.15	<input type="checkbox"/> Paramount+ with SHOWTIME [®] Package \$1.99 Offer	\$1.99	<input type="checkbox"/> MGM+ [™] , MGM+ Hits, and MGM+ Marquee	\$0.99
<input type="checkbox"/> 23-Channel COM Offer Hardware Fee ⁽⁴⁾	\$0.74	<input type="checkbox"/> Paramount+ with SHOWTIME [®] Package \$0.99 Institutions Offer	\$0.99	<input type="checkbox"/> Advanced Entertainment Platform	\$1.99
<input type="checkbox"/> 46-Channel COM Offer Hardware Fee ⁽⁴⁾	\$1.74	<input type="checkbox"/> Paramount+ with SHOWTIME [®] Package \$0.99 Hospitality Offer	\$0.99	<input type="checkbox"/> Wi-Fi Streaming	
<input type="checkbox"/> 69-Channel COM Offer Hardware Fee ⁽⁴⁾	\$3.74	<input type="checkbox"/> HBO [®] and Cinemax [®] Package	\$2.75	<input type="checkbox"/> Large Property Credit	(\$0.25)
<input type="checkbox"/> COM Offer Programming Discount	(\$1.99)	<input type="checkbox"/> New HBO [®] and Cinemax [®] Package Customer Offer	\$2.25	<input type="checkbox"/> 3-Months On Us Offer	
<input type="checkbox"/> DRE Offer Hardware Fee (3 to 13 Units) ⁽⁴⁾	\$7.60	<input type="checkbox"/> Renewing HBO [®] and Cinemax [®] Package Customer Offer	\$2.25	<input type="checkbox"/> Other:	\$
<input type="checkbox"/> DRE Offer Hardware Fee (14 to 29 Units) ⁽⁴⁾	\$4.60	<input type="checkbox"/> HBO [®] and Cinemax [®] Package with AEP Offer	\$2.00	<input type="checkbox"/> Other:	\$
<input type="checkbox"/> DRE Offer Hardware Fee (30 to 49 Units) ⁽⁴⁾	\$1.60	<input type="checkbox"/> STARZ [®] ENCORE Super Pack	\$1.75	<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. ⁽¹⁾ Packages/Services continue month-to-month at the prices set forth on the Rate Card for each package or service(s) unless canceled. To cancel, call 1-800-388-2505. ⁽²⁾ Package price includes the Technology Fee (\$0.75) but will be listed as two separate line items on Customer's bill. ⁽³⁾ Eligibility for Local Channels is based on Customer's service address. ⁽⁴⁾ Notwithstanding anything to the contrary contained in these Service Terms, the Hardware Fee will be fixed for the Commitment Period. After the Commitment Period, the Hardware Fee will end. ⁽⁵⁾ See Rate Card for price. ⁽⁶⁾ DRE Customers with DVR-enabled DTV Receiving Equipment will be charged a DVR Property Service Fee (\$52.50). ⁽⁷⁾ 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 https://directv.certifytax.com/custportal.aspx or directv@certifytax.com , tax exempt will apply within 1-2 bill cycles.				Unit Price Subtotal:	\$
				Number of Units:	
				Monthly Unit Price Total:	\$
				<input type="checkbox"/> DVR Property Service Fee ⁽⁶⁾	\$
				Monthly Subtotal:	\$
				Estimated Taxes ⁽⁷⁾ :	\$
MONTHLY GRAND TOTAL:				\$	

PROGRAMMING AND SERVICES TERMS

Paramount+ with SHOWTIME Package \$1.99 Offer. Customer is eligible to receive the Paramount+ with SHOWTIME Package at \$1.99 per Unit per month ("**\$1.99 Offer**") for the Commitment Period ("**\$1.99 Offer Period**") if Customer (i) has not received Paramount+ with SHOWTIME programming at a greater retail value (i.e. \$2.50 or more) from DIRECTV during the 6 months preceding the date of activation of the Paramount+ with SHOWTIME Package and (ii) subscribes to the following for its entire Commitment Period: (1) XTRA™, ENTERTAINMENT, or SELECT™ and (2) Paramount+ with SHOWTIME Package. If Customer fails to meet any of these terms, Customer will no longer qualify for the \$1.99 Offer and will be charged the per Unit rate in effect. If Customer is eligible for any Paramount+ with SHOWTIME discount offers under a separate agreement, Customer may only apply one Paramount+ with SHOWTIME discount offer.

INITIAL HERE _____ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES (I) TO THE FOREGOING TERMS OF THE \$1.99 OFFER, (II) THAT CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS NOT RECEIVED PARAMOUNT+ WITH SHOWTIME PROGRAMMING FROM DIRECTV DURING THE 6 MONTHS PRECEDING THE DATE OF ACTIVATION, AND (III) THAT PARAMOUNT+ WITH SHOWTIME CONTINUES MONTH-TO-MONTH AT THE ABOVE REFERENCED RATES FOR THE COMMITMENT PERIOD AND AT THE RATES SET FORTH ON THE RATE CARD AFTER THE COMMITMENT PERIOD ENDS UNLESS CANCELED. TO CANCEL CALL 1-800-388-2505.

Paramount+ with SHOWTIME Package \$0.99 Offer for Institutions Establishments. Customer is eligible to receive the Paramount+ with SHOWTIME Package at \$0.99 per Unit per month ("**\$0.99 Institutions Offer**") for the Commitment Period ("**\$0.99 Institutions Offer Period**") if Customer: (i) is an Institution Establishment; (ii) has not received Paramount+ with SHOWTIME programming at a greater retail value (i.e. \$1.99 or more) from DIRECTV or any other distributor during the 6 months preceding the date of activation of the Paramount+ with SHOWTIME Package; and (iii) subscribes to the following for its entire Commitment Period: (1) XTRA™, ENTERTAINMENT, or SELECT™ and (2) Paramount+ with SHOWTIME Package. If Customer fails to meet any of these terms, Customer will no longer qualify for the \$0.99 Institutions Offer and will be charged the per Unit rate in effect. If Customer is eligible for any Paramount+ with SHOWTIME discount offers under a separate agreement, Customer may only apply one Paramount+ with SHOWTIME discount offer.

INITIAL HERE _____ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES (I) TO THE FOREGOING TERMS OF THE \$0.99 INSTITUTIONS OFFER, (II) THAT CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS NOT RECEIVED PARAMOUNT+ WITH SHOWTIME PROGRAMMING FROM DIRECTV OR ANY OTHER DISTRIBUTOR DURING THE 6 MONTHS PRECEDING THE DATE OF ACTIVATION, AND (III) THAT PARAMOUNT+ WITH SHOWTIME CONTINUES MONTH-TO-MONTH AT THE ABOVE REFERENCED RATES FOR THE COMMITMENT PERIOD AND AT THE RATES SET FORTH ON THE RATE CARD AFTER THE COMMITMENT PERIOD ENDS UNLESS CANCELED. TO CANCEL CALL 1-800-388-2505.

Paramount+ with SHOWTIME Package \$0.99 Offer for Hospitality Establishments. Customer is eligible to receive the Paramount+ with SHOWTIME Package at \$0.99 per Unit per month ("**\$0.99 Hospitality Offer**") for the Commitment Period ("**\$0.99 Hospitality Offer Period**") if Customer: (i) is a Hospitality Establishment; (ii) has not received Paramount+ with SHOWTIME programming at a greater retail value (i.e. \$1.99 or more) from DIRECTV or any other distributor during the 24 months preceding the date of activation of the Paramount+ with SHOWTIME Package; (iii) has previously subscribed (through any video provider) to a qualified premium package (HBO® and Cinemax® Package, STARZ® Encore Super Pack, STARZ Encore® or MGM+™, MGM+ Hits, and MGM+ Marquee) (each a "**Qualifying Premium Services**") for every month during the 24 months preceding the date of activation of the Paramount+ with SHOWTIME Package or if Customer's Establishment is a new construction, Customer has not subscribed to any video programming service in the 24 month preceding the date of activation of the Paramount+ with SHOWTIME Package; and (iv) subscribes to the following for its entire Commitment Period: (1) XTRA™, ENTERTAINMENT, or SELECT™, (2) Paramount+ with SHOWTIME Package, and (3) another Qualifying Premium Service. If Customer fails to meet any of these terms, Customer will no longer qualify for the \$0.99 Hospitality Offer and will be charged the per Unit rate in effect. If Customer is eligible for any Paramount+ with SHOWTIME discount offers under a separate agreement, Customer may only apply one Paramount+ with SHOWTIME discount offer.

INITIAL HERE _____ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES (I) TO THE FOREGOING TERMS OF THE \$0.99 HOSPITALITY OFFER, (II) THAT CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS NOT RECEIVED PARAMOUNT+ WITH SHOWTIME PROGRAMMING FROM DIRECTV OR ANY OTHER DISTRIBUTOR DURING THE 24 MONTHS PRECEDING THE DATE OF ACTIVATION, AND (III) THAT PARAMOUNT+ WITH SHOWTIME CONTINUES MONTH-TO-MONTH AT THE ABOVE REFERENCED RATES FOR THE COMMITMENT PERIOD AND AT THE RATES SET FORTH ON THE RATE CARD AFTER THE COMMITMENT PERIOD ENDS UNLESS CANCELED. TO CANCEL CALL 1-800-388-2505.

HBO® and Cinemax® Package for New HBO and Cinemax Customers Offer. Customer is eligible to receive the HBO and Cinemax Package at \$2.25 per Unit per month ("**New HBO and Cinemax Package Customer Offer**") for the Commitment Period ("**New HBO and Cinemax Package Customer Offer Period**") if Customer (i) is a new or renewing DIRECTV customer that has not received the HBO and Cinemax Package from DIRECTV during the 12 months preceding the date of activation of the HBO and Cinemax Package and (ii) subscribes to (1) ENTERTAINMENT and (2) 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 New HBO and Cinemax Package Customer 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 New HBO and Cinemax Package Customer Offer Period, Customer will be charged the per Unit rate in effect.

INITIAL HERE _____ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE NEW HBO AND CINEMAX PACKAGE CUSTOMER OFFER AND (II) THAT HBO® AND CINEMAX® CONTINUES MONTH-TO-MONTH AT THE ABOVE REFERENCED RATES FOR THE COMMITMENT PERIOD AND AT THE RATES SET FORTH ON THE RATE CARD AFTER THE COMMITMENT PERIOD ENDS UNLESS CANCELED. TO CANCEL CALL 1-800-388-2505.

HBO® and Cinemax® Package for Renewing HBO and Cinemax Customers Offer. Customer is eligible to receive the HBO and Cinemax Package at \$2.25 per Unit per month ("**Renewing HBO and Cinemax Package Customer Offer**") for a minimum period of 60 months ("**Renewing HBO and Cinemax Package Customer Offer Period**") if Customer (i) is a renewing DIRECTV customer that has received the HBO and Cinemax Package from DIRECTV prior to the date of activation of the Renewing HBO and Cinemax Package Customer Offer and (ii) subscribes to (1) ENTERTAINMENT and (2) 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 Renewing HBO and Cinemax Package Customer 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 Renewing HBO and Cinemax Package Customer Offer Period, Customer will be charged the per Unit rate in effect.

INITIAL HERE _____ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE RENEWING HBO AND CINEMAX PACKAGE CUSTOMER OFFER AND (II) THAT HBO® AND CINEMAX® CONTINUES MONTH-TO-MONTH AT THE ABOVE REFERENCED RATES FOR THE COMMITMENT PERIOD AND AT THE RATES SET FORTH ON THE RATE CARD AFTER THE COMMITMENT PERIOD ENDS UNLESS CANCELED. TO CANCEL CALL 1-800-388-2505.

HBO® and Cinemax® Package with Advanced Entertainment Platform (AEP) Offer. Customer is eligible to receive the HBO and Cinemax Package at \$2.00 per Unit per month ("HBO and Cinemax Package with AEP Offer") for the Commitment Period ("HBO and Cinemax Package with AEP Offer Period") if Customer: (i) is a new or renewing HBO and Cinemax Package customer and (ii) subscribes to (1) ENTERTAINMENT, (2) AEP, (3) Local Channels, and (4) 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 with AEP 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 with AEP Offer Period, Customer will be charged the per Unit rate in effect.

INITIAL HERE _____ TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES (I) TO THE FOREGOING TERMS OF THE HBO AND CINEMAX PACKAGE WITH AEP OFFER AND (II) THAT HBO® AND CINEMAX® CONTINUES MONTH-TO-MONTH AT THE ABOVE REFERENCED RATES FOR THE COMMITMENT PERIOD AND AT THE RATES SET FORTH ON THE RATE CARD AFTER THE COMMITMENT PERIOD ENDS UNLESS CANCELED. TO CANCEL CALL 1-800-388-2505.

Advanced Entertainment Platform (AEP). If Customer selects HD COM Distribution Equipment, Customer is eligible to receive AEP, provided Customer (i) subscribes to ENTERTAINMENT 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, Paramount+ with SHOWTIME® Package, STARZ® ENCORE Super Pack, STARZ® ENCORE or MGM+™, MGM+ Hits, and MGM+ Marquee) 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 the Commitment Period ("Large Property Credit Offer Period") if Customer: (i) subscribes to ENTERTAINMENT, (ii) takes a COM 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.

3-Months On Us Offer: Customer is eligible to receive three (3) months of DIRECTV programming at no cost ("3-Months On Us Offer") if Customer: (i) is a new DIRECTV Customer and (ii) takes an Offer. Hardware Fees, Installation, and NFL Sunday Ticket is excluded from the 3-Months On Us Offer. If Customer adds any additional DIRECTV programming after the date of activation, such DIRECTV programming will be excluded from the 3-Months On Us Offer. Customer will receive one (1) upfront lump sum bill credit equal to the cost of three (3) months of the DIRECTV programming within 1 to 2 billing cycles. Customer is responsible for the cost of NFL Sunday Ticket and any taxes, surcharges, and fees. After the first three (3) months, Service continues month-to-month at the rates set forth on the Rate Card unless canceled. To cancel call 1-800-388-2505.

DIRECTV QUICK CONNECT OFFER TERMS

Customer will receive from DIRECTV a "Subsidy" in connection with its purchase of DTV Receiving Equipment through an Equipment Provider and (i) a credit to be applied towards the cost of installation ("Installation Credit") or (ii) a discount off its ENTERTAINMENT programming package ("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 60-months from the date of activation ("Commitment Period") for the "Offer" Customer selects. DIRECTV will pay the "Subsidy Total" directly to Customer's Equipment Provider following activation of the Required Packages. 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. **CUSTOMER MUST INITIAL ONE OF THE OFFERS LISTED BELOW AND SUBSCRIBE TO THE REQUIRED PACKAGES FOR THE OFFER CUSTOMER SELECTS.**

Initial	Offer	Required Packages	Unit Requirements	Required DTV Receiving Equipment	Subsidy	Subsidy Total	Programming Discount
_____	23-Channel COM Offer	•ENTERTAINMENT •23-Channel COM Hardware Fee	30 Units Min./ 125 Units Max.	•23-Channel HD COM •ATSC4 (optional) ⁽²⁾	Cost of Required DTV Receiving Equipment	Cost of Required DTV Receiving Equipment	\$1.99
_____	46-Channel COM Offer	•ENTERTAINMENT •46-Channel COM Hardware Fee	30 Units Min./ 125 Units Max.	•46-Channel HD COM •ATSC4 (optional) ⁽²⁾	Cost of Required DTV Receiving Equipment	Cost of Required DTV Receiving Equipment	\$1.99
_____	69-Channel COM Offer	•ENTERTAINMENT •69-Channel COM Hardware Fee	30 Units Min./ 125 Units Max.	•69-Channel HD COM •ATSC4 (optional) ⁽²⁾	Cost of Required DTV Receiving Equipment	Cost of Required DTV Receiving Equipment	\$1.99
Initial	Offer	Required Packages	Unit Requirements	Required DTV Receiving Equipment	Subsidy	Subsidy Total	Installation Credit ⁽¹⁾
_____	DRE Offer (3 to 13 Units)	•ENTERTAINMENT •Local Channels •DRE Hardware Fee	3 to 13 Units	•DRE	\$140.00 per Unit	\$140.00 x _____ = \$ _____	\$1,500.00
_____	DRE Offer (14 to 29 Units)	•ENTERTAINMENT •Local Channels •DRE Hardware Fee	14 to 29 Units	•DRE	\$140.00 per Unit	\$140.00 x _____ = \$ _____	\$1,000.00

	DRE Offer (30 to 49 Units)	•ENTERTAINMENT •Local Channels •DRE Hardware Fee	30 to 49 Units	•DRE	\$140.00 per Unit	\$140.00 x _____ = \$_____	\$500.00
(1)DIRECTV will apply the Installation Credit to Customer's account in one to two bill cycles. (2)Customer has the option to receive a ATSC4, a device for receiving off-air, local ATSC broadcast local channels.							

Early Cancellation Fees. If Customer 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, Customer will pay an early cancellation fee. 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. The early cancellation fees for the Offer Customer selects are as follows:

- **23-, 46-, or 69-channel COM Offer:** \$125.00 multiplied by the number of months remaining in Customer's Commitment Period. For example, if Customer ceases paying for the Required Packages 24 months into the 60-month Commitment Period, Customer will pay DIRECTV \$4,500.00 (\$125.00 x 36 = \$4,500.00).
- **DRE Offer for 3 to 13 Units:** \$40.00 multiplied by the number of months remaining in Customer's Commitment Period. For example, if Customer ceases paying for the Required Packages 24 months into the 60-month Commitment Period, Customer will pay DIRECTV \$1,440.00 (\$40.00 x 36 = \$1,440.00).
- **DRE Offer for 14 to 29 Units:** \$65.00 multiplied by the number of months remaining in Customer's Commitment Period. For example, if Customer ceases paying for the Required Packages 24 months into the 60-month Commitment Period, Customer will pay DIRECTV \$2,340.00 (\$65.00 x 36 = \$2,340.00).
- **DRE Offer for 30 to 49 Units:** \$90.00 multiplied by the number of months remaining in Customer's Commitment Period. For example, if Customer ceases paying for the Required Packages 24 months into the 60-month Commitment Period, Customer will pay DIRECTV \$3,240.00 (\$90.00 x 36 = \$3,240.00).

DIRECTV RENEWAL OFFER

After Customer's Commitment Period, Customer may elect to receive a programming discount of \$1.15 per Unit per month ("**Renewal Programming Discount Offer**") for a period of 36-months beginning the day after Customer's Commitment Period ends ("**Renewal Commitment Period**"). If Customer elects to be automatically renewed into the Renewal Programming Discount Offer, Customer agrees to subscribe to a base programming package ("**Required Renewal Package**") at the rate set forth on the Rate Card and pay the appropriate programming fees for the Renewal Commitment Period. Customer must have at least 5 Units to qualify for the Renewal Programming Discount Offer. The Renewal Programming Discount Offer will be listed as two separate line items (\$1.00 and \$0.15) on Customer's bill and will start within 1 to 2 billing cycles and end after 36 months. If Customer wishes to opt out at any time prior to the start of the Renewal Commitment Period, Customer must email commercialcontracts@mydirectv.com or call 1-800-388-2505 to opt out.

Early Cancellation Fees. If Customer fails to maintain its subscription to the Renewal Required Package for the entire Renewal Commitment Period, pay the appropriate programming fees for the Renewal Required Package, or cancels its subscription to the Service at any time during its Renewal Commitment Period, Customer will pay an early cancellation fee of \$30.00 multiplied by the number of months remaining in Customer's Renewal Commitment Period. For example, if Customer ceases paying for the Renewal Required Packages 24 months into the 36-month Renewal Commitment Period, Customer will pay DIRECTV \$360.00 (\$30.00 x 12 = \$360.00). Payment of the early cancellation fee is due within 30 days of receipt of a notice of failure to complete the Renewal Commitment Period from DIRECTV. If Customer fails to make payment, DIRECTV may pursue legal remedies against Customer for and receive the total amount due.

_____ **INITIAL HERE TO BE AUTOMATICALLY RENEWED INTO THE RENEWAL PROGRAMMING DISCOUNT OFFER**

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.

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. 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.