

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: 08/01/17

PROPERTY INFORMATION

Business Name: UNIVERSITY OF NORTH TEXAS AT DALLAS

Property Owner/Manager Contact Name: [REDACTED]

Email: [REDACTED] Phone: [REDACTED]

Contact Name for Installation: [REDACTED] Installation Contact Phone: [REDACTED]

Contact Email for Installation: [REDACTED]

Billing Contact Name:* BUSINESS SUPPORT SERVICE FOR UNT DALLAS

Billing Contact Email: [REDACTED] Billing Contact Phone: [REDACTED]

*Not required if billing under third-party dealer

Who is your current video provider? _____

DEALER INFORMATION

Dealer: PLATINUM COMMUNICATION COMPANY

Dealer ID: [REDACTED] Dealer Contact Name: [REDACTED]

Dealer Email: [REDACTED] Dealer Phone: [REDACTED]

Please check appropriate boxes

Agreement Types:

- Hospitality Agreement
- Institutions Agreement
- University Agreement

Additional Required Information:

- Hospitality & Institutions Receiver List (Excel format required)
- Customer name (print), person signing (print), title and signature
- Customersignature

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 the Dealer Center.

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PROPERTY INFORMATION

Business Name: UNIVERSITY OF NORTH TEXAS AT DALLAS

Property Owner/Manager Contact Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Contact Name for Installation: KEVIN ROCHA

Installation Contact Phone: [REDACTED]

Contact Email for Installation: [REDACTED]

Billing Contact Name:* BUSINESS SUPPORT SERVICE FOR UNT DALLAS

Billing Contact Email: [REDACTED]

Billing Contact Phone: [REDACTED]

*Not required if billing under third-party dealer

Who is your current video provider?

DEALER INFORMATION

Dealer: PLATINUM COMMUNICATION COMPANY

Dealer ID: [REDACTED]

Dealer Contact Name: [REDACTED]

Dealer Email: [REDACTED]

Dealer Phone: [REDACTED]

Please check appropriate boxes

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Dealer Signature: [REDACTED]

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Note: All agreements can be accessed on the Dealer Center.

Addendum attached hereto and incorporated herein for all purposes.

DIRECTV TERMS OF SERVICE FOR COLLEGES & UNIVERSITIES – Effective for accounts activated on or after January 22, 2017

THESE DIRECTV TERMS OF SERVICE FOR COLLEGES & UNIVERSITIES, INCLUDING THE SCHEDULES ATTACHED HERETO (THE "SERVICE TERMS"), DESCRIBE THE TERMS AND CONDITIONS OF YOUR RECEIPT OF DIRECTV SERVICE, WHETHER PROVIDED TO YOU DIRECTLY BY DIRECTV OR INDIRECTLY THROUGH ONE OF DIRECTV'S AUTHORIZED SALES AGENTS (AN "AUTHORIZED RETAILER"). BY AGREEING TO THESE SERVICE TERMS, YOU ARE ESTABLISHING A DIRECT RELATIONSHIP WITH DIRECTV. THIS PROVIDES YOU WITH THE ABILITY TO RECEIVE DIRECTV SERVICE EVEN IF YOU NO LONGER HAVE A RELATIONSHIP WITH THE AUTHORIZED RETAILER AND EVEN IF DIRECTV'S RELATIONSHIP WITH THE AUTHORIZED RETAILER ENDS.

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 college or university dormitories, student housing and other approved campus locations approved by DIRECTV ("School Establishment" or "Establishment"). As used herein, "DIRECTV," "we," "us," or "our" means DIRECTV, LLC, and "you," "your," or "Customer" means the entity that owns the School Establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges. The Services must be provided on a free-to-guest basis and may be provided only within the private rooms of the School Establishment and, if approved by DIRECTV, other non-public areas of the School Establishment. DIRECTV High Definition (HD) receiving hardware, an Access Card (as defined below), remote control and receiving antenna dish (referred to collectively as "DTV Receiving Equipment") are required to view the Service, which may be in addition to other hardware and software sold or leased to you by your Authorized Retailer. In order to receive the Services, DIRECTV requires your Establishment to have 100% HD DTV Receiving Equipment.

You may contact us 24 hours a day by calling our DIRECTV Business Service Center at 1-800-388-2505 or sending us an e-mail at commercialcustsat@directv.com or writing us (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 5392, Miami, FL 33152-5392 or for payments - DIRECTV, LLC, H&I Account Payments, P.O. Box 105249, Atlanta, GA 30348-5249).

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

AUTHORIZED RETAILER BILLING: IF YOU HAVE MADE ARRANGEMENTS WITH YOUR AUTHORIZED RETAILER TO BILL AND COLLECT FOR SERVICE, YOU UNDERSTAND THAT THE AUTHORIZED RETAILER'S BILLING AUTHORITY IS SUBJECT TO THE APPROVAL OF DIRECTV, AND YOU FURTHER AGREE TO THE FOLLOWING ADDITIONAL BILLING TERMS AND CONDITIONS:

Please use the contact information provided on your bill from your Authorized Retailer for any questions about your bill. DIRECTV will bill and collect from such Authorized Retailer for the Service and you shall pay such Authorized Retailer directly for the Service. If, however, DIRECTV informs you 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 you and you shall pay DIRECTV for Service in accordance with these Service Terms. If any of the foregoing occur, you are obligated to DIRECTV for payment of the Service from and after the earlier of (i) the date you learn of the Authorized Retailer's cessation or failure of payment, (ii) the date DIRECTV notifies you 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.

You are responsible for manually deleting any content recorded with the DIRECTV DVR Service that is not automatically deleted (see Section 6(b) of the General Terms and Conditions). To delete: (1) Turn on the TV, (2) Push the playlist button on the remote control, (3) Push the dash (-) to delete all, (4) An on-screen message will appear asking you if you want to delete all recordings, and (5) Press Yes.

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE SERVICE TERMS, INCLUDING EACH OF THE SCHEDULES ATTACHED HERETO. THESE SERVICE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. IF YOU RECEIVE A DISCOUNT/SUBSIDY AS PART OF YOUR SUBSCRIPTION AND YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.

Legal Name of Customer: UNIVERSITY OF NORTH TEXAS AT DALLAS Name of Person Signing: _____
Operating Name: UNTD Print Title: _____
Date: 08/01/17 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 100% HD DTV RECEIVING EQUIPMENT REQUIREMENT AND EACH OF THE SCHEDULES HERETO, 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.

Legal Name of Authorized Retailer: Platinum Communication Co Name of Person Signing: _____
Operating Name: Platinum Communication Company Print Title: Sec. Treas
Date: 08/01/17 Phone: _____ Signature: _____

UNIT CERTIFICATION - PLEASE COMPLETE THE BELOW UNIT SCHEDULE. CUSTOMER AND AUTHORIZED RETAILER EACH CERTIFY THAT, TO THE BEST OF 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 DIRECTV 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⁾: 121	

⁽¹⁾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 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 checked="" type="checkbox"/> Mailing Address <input type="checkbox"/> Authorized Retailer Billing	
Establishment Equipment Type: <input type="checkbox"/> DRE Basic <input type="checkbox"/> DRE Plus <input checked="" type="checkbox"/> Other: <u>head end</u>		Unit Count: 0 121	
Full Legal Name of Customer: University of North Texas at Dallas			
Establishment Name: UNT Dallas			
Brand Affiliation (if any):			
Physical Address: 1155 Union Circle Denton TX 76203-5017			
Contact at Establishment: [REDACTED]		Establishment Phone Number: [REDACTED]	
Mailing Address (if different): 1112 Dallas Dr Suite 4000 Denton TX 76205			
Contact at Mailing Address: [REDACTED]		Mailing Address Phone Number: [REDACTED]	
Authorized Retailer Name: Platinum Communication Co		Authorized Retailer Corp ID: [REDACTED]	Authorized Retailer Number: [REDACTED]
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 checked="" type="checkbox"/> Other: <u>education</u>			
If Customer is corporation, limited liability company or limited partnership, state of organization: _____			
If Customer is general partnership, state in which principal place of business is located: _____			
If Customer is sole proprietorship, state of principal residence: _____			
Federal Tax ID:		Tax Exempt: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

PROGRAMMING SELECTION

Select the Services Customer wishes to order by checking the appropriate boxes below. Enter the Service price, if it is not already listed, for each selection using the Rate Card (as defined below). Use the per Unit price corresponding to the number of Units. Pricing listed below is per month.

PACKAGE	UNIT PRICE	PACKAGE	UNIT PRICE	PACKAGE	UNIT PRICE
<input type="checkbox"/> XTRA	\$11.50	<input checked="" type="checkbox"/> HD Access	\$0.75	<input type="checkbox"/> Welcome Screen Pro ⁽⁴⁾	\$1.25
<input checked="" type="checkbox"/> ENTERTAINMENT	\$4.05	<input type="checkbox"/> HBO Package	\$2.75	<input type="checkbox"/> Other: FSSW 676	\$0.99
<input type="checkbox"/> SELECT	\$5.50	<input type="checkbox"/> HBO/Cinemax Package	\$2.75	<input type="checkbox"/> Other:	\$
<input type="checkbox"/> FAMILY	\$2.49	<input type="checkbox"/> SHOWTIME Package	\$2.50	<input type="checkbox"/> Other:	\$
<input checked="" type="checkbox"/> Local Channels ⁽¹⁾	\$0.50	<input type="checkbox"/> Starz Super Pack	\$1.75	<input type="checkbox"/> Other:	\$
<input type="checkbox"/> Entertainment Bridge Pack ⁽²⁾	\$0.35	<input checked="" type="checkbox"/> Encore ⁽³⁾	\$0.75	<input type="checkbox"/> Other:	\$

Charges must be based on 100% of the Units at all times. Pricing does not include taxes. Customer is responsible for taxes. Refer to your Service bill for taxes due. In certain areas, Service may be unavailable or additional restrictions may apply. Blackout restrictions and other conditions apply to sports programming. Programming and pricing may change.

⁽¹⁾ Customers with Local Channels on account prior to 2/7/2013 have the option to maintain the flat rate Local Channel Fee which as of 1/22/2017 is \$134.99. For monthly total calculation, either include per unit Local Channel rate or flat rate depending on Customer. Applicable only for existing Customers with such programming.

⁽²⁾ Only available if Customer also subscribes to the Entertainment base package.

⁽³⁾ See Rate Card for price and Qualifying Premium Service (defined below) classification.

⁽⁴⁾ Only available if Customer has DRE Plus with a minimum 36-month or 60-month Commitment Period. Property must have an active MCS server and VPN connectivity.

⁽⁵⁾ If Customer is selecting additional services offered on the DIRECTV Additional Services Addendum (the "Addendum"), enter the Monthly Total from the Addendum.

⁽⁶⁾ DRE CUSTOMERS: If you use Residential Experience Equipment, you must pay a (i) Receiver Software Fee of \$0.40 per receiver for all active receivers and (ii) DVR Property Service Fee. Indicate the number of HD or HD DVR receivers to the right.

⁽⁷⁾ DIRECTV will charge a Small Property Fee if you have fewer than 20 Units. If Customer has fewer than 20 Units, Customer is not eligible to receive any discounts or subsidies.

Unit Price Subtotal:	\$ 7.04
Number of Units:	121 0
Monthly Unit Price Total:	\$ 0.00
Monthly Total from the Addendum ⁽⁵⁾ :	\$
<input type="checkbox"/> Local Channels (\$134.99) ⁽¹⁾	\$
<input type="checkbox"/> Receiver Software Fee ⁽⁶⁾ Number of Receivers _____	\$ 0.00
<input type="checkbox"/> DVR Property Service Fee (\$50.00) ⁽⁶⁾	\$
<input type="checkbox"/> Small Property Fee (\$25.99) ⁽⁷⁾	\$
Monthly Establishment Fees Total:	\$ 851.80 00
MONTHLY GRAND TOTAL:	\$ 851.80 00

DIRECTV PROGRAMMING AND SUBSIDY COMMITMENT TERMS AND CONDITIONS

These DIRECTV Programming and Subsidy Commitment Terms and Conditions set forth additional terms and conditions that apply if you receive a discount off of the DIRECTV Commercial Hospitality or Institutions Rate Card, as applicable in effect from time to time ("Rate Card") or receive from DIRECTV a Subsidy Amount (as defined below) in connection with your purchase or lease, through an Authorized Retailer and/or a Hospitality & Institutions equipment distributor (an "H&I Distributor") (the party that provides Equipment shall be referred to herein as the "Equipment Provider"), of DTV Receiving Equipment consisting of certain hardware and/or software, including qualifying COM1000, COM2000, DIRECTV Residential Experience and receiverless HD distribution systems required for a centralized distribution system (the "Distribution Equipment") that can provide the Service to your Establishment.

YOU MUST INITIAL ONE OF THE BELOW. IF YOU DO NOT WISH TO BE SUBJECT TO A COMMITMENT, SELECT THE "STANDARD" SUBSCRIPTION PACKAGE. IF YOU WISH TO RECEIVE A DISCOUNT OFF OF THE RATE CARD PRICING OR A SUBSIDY AMOUNT PLEASE INITIAL ONE OF THE OTHER SUBSCRIPTION PACKAGES LISTED BELOW. YOU MUST SUBSCRIBE TO THE REQUIRED CHANNELS FOR THE SUBSCRIPTION PACKAGE YOU INITIAL.

Initial One	"Subscription Package"	"Required Channels"	"Per Unit Rate"	"Programming Discount" (per Unit)	"Discount Period"	"Subsidy Amount" (per Unit or per Establishment)	"Subsidy Total"	"Commitment Period" (from date of activation)
	Standard	Any Base Package	See Rate Card ⁽¹⁾	None	None	None	None	None
DISCOUNTS								
	H25 Analog Family	Family Locals	See Rate Card ⁽¹⁾	Eligible for Authorized Retailer Buydown of DTV Receiving Equipment ⁽²⁾	N/A	None	None	60 months
	H25 Analog Bundle	Select or above Locals	See Rate Card ⁽¹⁾	\$1.50 ⁽³⁾	12 Months	None	None	60 months
60 MONTH SUBSIDY PROGRAMS								
	HD Family	Family Locals HD Access ⁽⁴⁾	See Rate Card ⁽¹⁾	None	N/A	\$1,500 per Establishment	\$1,500	60 months
	HD Bundle	Select or above Locals HD Access ⁽⁴⁾	See Rate Card ⁽¹⁾	None	N/A	\$42.00 per Unit	\$42.00 x 0 = \$ 0.00	60 months
	HD Premium Bundle	Select or above Locals HD Access ⁽⁴⁾ Any Qualifying Premium Service ⁽⁵⁾	See Rate Card ⁽¹⁾	None	N/A	\$75.00 per Unit	\$75.00 x 1021 = \$ 7,500.00 \$9075.00	60 months
	DRE Premium HD Bundle	Select or above Locals HD Access ⁽⁴⁾ DRE Software Fee ⁽⁶⁾	See Rate Card ⁽¹⁾	None	N/A	\$75.00 per Unit	\$75.00 x 0 = \$ 7,500.00	60 months
36 MONTH SUBSIDY PROGRAMS								
	HD Family	Family Locals HD Access ⁽⁴⁾	See Rate Card ⁽¹⁾	None	N/A	\$1,000 per Establishment	\$1,000	36 months
	HD Bundle	Select or above Locals HD Access ⁽⁴⁾	See Rate Card ⁽¹⁾	None	N/A	\$15.00 per Unit	\$15.00 x 0 = \$ 0.00	36 months
	HD Premium Bundle	Select or above Locals HD Access ⁽⁴⁾ Any Qualifying Premium Service ⁽⁵⁾	See Rate Card ⁽¹⁾	None	N/A	\$33.00 per Unit	\$33.00 x 0 = \$ 0.00	36 months

YOU ARE ONLY ELIGIBLE TO RECEIVE A DISCOUNT/SUBSIDY AMOUNT IF THE ESTABLISHMENT IS AT LEAST 20 ROOMS/SUBSCRIBER UNITS.

⁽¹⁾Please review the Rate Card for pricing and requirements. Final price does not include applicable sales tax. Applicable taxes will be added monthly to your account.

⁽²⁾No discount for programming for H25 Analog Family but the Authorized Retailer is eligible for buydown on DTV Receiving Equipment for your Establishment.

⁽³⁾Discount is based on bill credits applied in months 2 through 13 of your monthly subscription.

⁽⁴⁾To access DIRECTV HD programming, the per Unit HD Access fee and HD equipment are required.

⁽⁵⁾Qualifying Premium Services (QPS) are: (1) HBO/Cinemax Package, (2) Showtime Package, (3) Starz! Super Pack or (5) Encore (See Rate Card for Qualifying Premium Service classification).

⁽⁶⁾DRE Customers will be charged a receiver software fee.

PAYMENT OF SUBSIDY AMOUNT. Following activation of the Required Channels, if you are entitled to a Subsidy Amount, DIRECTV will pay the Subsidy Amount directly to your Equipment Provider. You understand and agree that payment of the Subsidy Amount will be made to your Equipment Provider, and that DIRECTV will look to you for payment of the Subsidy Amount if you fail to fulfill the Commitment Period as set forth above.

PROGRAM DISCOUNT TERMS AND CONDITIONS

Programming Commitment. You must subscribe to the Required Channels within the Subscription Package selected for the Commitment Period. After you have fulfilled your entire Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration. Even if Customer receives the Discount under these Programming Commitment Terms and Conditions, if Customer commits to any higher programming minimums (such as those under DIRECTV Residential Experience Equipment), Customer must continue to subscribe to the higher requirement.

Consequences of Your Failure to Satisfy Your Commitment Period. If you fail to maintain your subscription to the Required Channels for the entire Commitment Period, in addition to any other early cancellation fees set forth in these Service Terms, you will pay DIRECTV an early cancellation fee as follows: (i) for H25 Analog Bundle, the early cancellation fee shall be equal to the sum of all Discount(s) provided to Customer, which shall be based on the number of months the Establishment received the Discount(s) when you ceased payment for the Required Channels (Calculation: Discount Amount x number of Subscriber Units x number of months the Establishment received the Discount) and (ii) for H25 Analog Family, since no Discount is actually provided, the early cancellation fee amount shall be \$1,200, which shall be reduced on a pro-rata basis by the number of months you actually paid for the Required Channels during the Commitment Period (Calculation: Early Cancellation Fee Amount (\$1,200)/60 (which is the Commitment Period)) x number of months remaining in Commitment Period). For example, if you selected the H25 Analog Bundle for an Establishment with 100 Units and you received the Discount Amount for a full 12 months, but you terminate these Service Terms or cease paying for the Required Channels at 24 months, you will pay DIRECTV \$1,800 ($\$1.50 \times 100 \times 12 = \$1,800$), but if you selected H25 Analog Family, regardless of the number of Units, if you cease paying for the Required Channels at 24 months you will pay DIRECTV \$720 ($\$1200/60 = \$20 \times 36 = \720). This payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for the Required Channels for the entire Commitment Period, and/or (b) pursue legal remedies against you for and receive the total amount due.

DIRECTV SUBSIDY TERMS AND CONDITIONS

YOU UNDERSTAND AND AGREE THAT YOU WILL RECEIVE THE SUBSIDY AMOUNT AS PART OF YOUR SUBSCRIPTION TO THE SERVICE, AND IF YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD (DEFINED BELOW), THE APPLICABLE SUBSIDY AMOUNT MUST BE RETURNED TO DIRECTV IN ACCORDANCE WITH THESE SERVICE TERMS. YOU ALSO UNDERSTAND THAT YOU ARE ONLY ELIGIBLE TO RECEIVE THE SUBSIDY AMOUNT IF YOU APPLY IT TO DISTRIBUTION EQUIPMENT PURCHASED OR LEASED AFTER THE DATE OF THESE SERVICE TERMS. YOU WILL STILL BE CONSIDERED THE RECIPIENT EVEN THE EQUIPMENT SUBSIDY WILL BE PROVIDED TO THE EQUIPMENT PROVIDER.

Equipment Subsidy; Programming Requirement and Discount: If you wish to receive the Subsidy Amount, you must purchase or lease the Distribution Equipment, subscribe to the Required Channels for the Commitment Period (as defined below) and initial the requested Subsidy Amount in the table above related to the number of Units at your Establishment.

Programming and Subsidy Agreement. You agree to subscribe to the Required Channels and pay the appropriate programming fees for a period of not less than the number of months listed above from the date of activation (the "Commitment Period"). After you have fulfilled your Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration. If you fail to maintain your subscription to the Required Channels, and pay the appropriate programming fees for the Required Channels for the entire Commitment Period, you agree that you will pay an early cancellation fee equal to the full Subsidy Amount provided to you. For example, if you selected the 60 month HD Premium Bundle agreement for an Establishment with 100 Units, DIRECTV paid you a Subsidy Amount of \$7,500. If you cease payment at any time before the end of the Commitment Period, you will refund to DIRECTV \$7,500. Payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period. If you fail to make payment, DIRECTV may, at its option: (a) pursue legal remedies against Customer for and receive the total amount due; and/or (b) access the Establishment and remove the DTV Receiving Equipment pursuant to the security interest granted below. Customer agrees that it will pay all expenses (e.g. attorneys' fees) incurred in connection with the enforcement of any remedies.

GENERAL TERMS

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE RATE CARD, WHICH MEANS ALL PRICES CONTAINED IN THESE SERVICE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE EVEN THOUGH YOU ARE 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, BUT THE DISCOUNT(S) WILL STILL APPLY.

Welcome Screen Pro. If you select Welcome Screen Pro, the early cancellation fee relating to Welcome Screen Pro shall be based on the number of months remaining in your Commitment Period and the number of Subscriber Units at \$1.25 per Subscriber Unit (Calculation: \$1.25 per Subscriber Unit x number of Subscriber Units x number of months remaining in your Commitment Period). This early cancellation fee is in addition to any other early cancellation fees associated with other discounts or offers. This payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for Welcome Screen Pro for the entire Commitment Period, and/or (b) pursue legal remedies against you for and receive the total amount due.

Equipment Installation and Maintenance. You shall arrange with an Authorized Retailer for the timely delivery and installation of the DTV Receiving Equipment to your 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 your 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. YOU UNDERSTAND THAT ALL WARRANTY CLAIMS FOR THE DTV RECEIVING EQUIPMENT MUST BE HANDLED BETWEEN YOU 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 your Equipment Provider for specific warranty details.

Protection and Ownership Of Equipment and Grant Of Security Interest. You 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. You agree DIRECTV's rights and interests are irrevocable and coupled with an interest, such that the rights and obligations hereunder shall constitute covenants and restrictions running with the land, binding and inuring to the benefit of all future owners of the Establishment or of any interest in the Establishment but, notwithstanding any method of affixation or any applicable law relating to fixtures, no portion of the DTV Receiving Equipment will be deemed a fixture of the Establishment during the Commitment Period. By accepting these Service Terms, you grant DIRECTV a security interest in all DTV Receiving Equipment and all proceeds of them in any form, to secure payment and performance of all of your obligations under these Service Terms. By accepting these Service Terms, you also agree to provide, and you authorize DIRECTV to prepare and file, such additional documentation as DIRECTV deems reasonably necessary to establish or perfect this security interest, including without limitation financing statements. 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 it 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 thirty (30) days prior to the scheduled closing. To the extent a Guaranty Addendum is attached to these Service Terms, Customer's payment and performance of the Obligations shall be absolutely, unconditionally, irrevocably, and jointly and severally guaranteed by the persons or entities identified as guarantors therein. You agree to pay DIRECTV a reasonable UCC filing and processing fee, not to exceed \$50.00, which amount may be billed by DIRECTV.

HOSPITALITY AND INSTITUTIONS GENERAL TERMS AND CONDITIONS

1. OUR SERVICE. These are the terms on which we will provide you Service:

(a) **Program Choices and DTV Receiving Equipment and Programming Changes.** You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at www.directv.com. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we have the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service, at any time. We will endeavor to notify you of any change within our reasonable control and its effective date.

(b) **Access Card.** You have received conditional access cards (referred to collectively, as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your DTV Receiving Equipment other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited. Access Cards are the exclusive property of DIRECTV.

(c) **Viewing Limitations and Blackouts.** You may not resell, rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of the Services. You shall not charge your Units (nor the guests, residents, or other occupants of Units) for the viewing of, or listening to, any Service(s), but shall distribute all of the Services free of charge and as a convenience of occupancy. All Units located at the Establishment shall receive all of the Services. Notwithstanding the provisions of Section 8, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws. Certain programming, including sports events, may be blacked out or otherwise unavailable in your local reception area due to legal, contractual or other restrictions. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit www.directv.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(d) **Your Viewing Restrictions, Inspection.** It is your responsibility to impose any viewing restrictions on employees or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit www.directv.com for information on parental controls, locks and limits on your account. DIRECTV, or its authorized agent, shall have the right to inspect your DTV Receiving Equipment during your normal business hours, upon reasonable prior notice and at no cost to you. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under these Service Terms, we may immediately deactivate any or all Services provided to you. If Services to you are so deactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances. You agree that all Services will be exhibited in entirety, in original form and as provided by us, without any modifications, additions (including the addition of a crawl line) or deletions to any of the Services.

(e) **Names and Marks.** You may not use any of our Marks without our prior written consent. "Marks" means any trademarks, symbols, logos, etc. whether owned by DIRECTV or a third party(s), that are used in connection with or are otherwise associated with the Services. DIRECTV may include the Establishment's name and address and other commercially available information in customer lists and in marketing materials.

2. PAYMENT. In return for receiving our Service, you promise to pay as follows:

(a) **Programming, Taxes and Fees.** You will pay in advance, at our rates in effect at the time for all Service and DTV Receiving Equipment ordered by you or anyone who uses your DTV Receiving Equipment, with or without your permission, until the Service is canceled or your account is properly transferred. If the Service is part of an offer through which you receive credits offsetting all or part of the Service price or DTV Receiving Equipment, such credits are also paid in advance. If you cancel the Service, you are no longer entitled to receive the credits and we reserve the right to recoup pre-paid credits. The outstanding balance is due in full each month. You may use a credit or debit card to establish recurring payments, authorize a monthly ACH payment, or pay by mail. See Section 4(c) and (d) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them.

(b) **Billing Statements.** Subject to any third party billing relationship, if you receive your bill from DIRECTV, we will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. If you receive your bill from an Authorized Retailer, please speak with them regarding payments and timing of payments. Statements from DIRECTV will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe and (3) the payment due date. If you think a statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints as promptly as we can, but you must contact us within 60 days of receiving the statement in question. Undisputed amounts must be paid by the due date to avoid a late fee and reduction or deactivation of Service.

3. CUSTOMER INFORMATION

(a) **Representations and Warranties.** The person ordering Service represents and warrants that (s)he is authorized to agree to these Service Terms, and that all rights, approvals and consents necessary to accept these Service Terms have been obtained. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to agreeing these Service Terms. Further, you have read and understand the contents, terms, conditions and effects of these Service Terms. You represent, warrant, acknowledge and agree that (i) there is no agreement or understanding with any third party that conflicts or interferes with these Service Terms; (ii) you grant DIRECTV the right to deliver satellite entertainment programming and services and to use all equipment on-site in order to provide the Services; (iii) the Services shall only be displayed or exhibited in Units within Establishments at which persons will view the Services on a free-to-guest basis; and (iv) unless otherwise authorized by DIRECTV, you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services received in areas accessible to the public and/or common areas (such as bar, restaurant, diner, stadium, casino, club, cafe, theater). If your Establishment does not meet the qualification for a Subscription Package but you still wish to receive the Service, you may qualify for other types of commercial establishment services subject to a separate commercial agreement.

(b) **Contact Information.** In connection with these Service Terms and during the term, you agree to provide organization documents, government issued identification or other documentation requested by DIRECTV to confirm your full legal name and your state of organization or principal place of business or residence. You also agree to provide true, accurate, current and complete contact information about your Establishments, and maintain and promptly update your contact information to keep it true, accurate and complete. If you provide a cellular telephone number, you acknowledge and consent that we may call you on your cellular phone for business purposes, including collections calls. You also grant permission for us to send non-marketing service or account related text messages to your cellular phone. Your carrier's message and data rates may apply but, you may opt out of the text messages at any time.

4. TERM, CHANGES IN CONTRACT TERMS AND CANCELLATION.

(a) **Change in Terms.** We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Service Terms with its effective date. If you do not accept any such changed terms or conditions, subject to Sections 4(c) and (d), you have the right to cancel your Service. If you elect not to cancel your Service after receiving a new Service Terms, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel Service.

(b) **Term.** The term of these Service Terms shall run concurrently with any commitment you agreed to in consideration for DTV Receiving Equipment or promotional Service offers, whether set forth in the Service Terms or agreed to by you separately before or after the date you signed these Service Terms. Following the end of any such commitment, the Term shall continue indefinitely and Service will continue until canceled as provided herein. If you did not agree to a definitive term commitment in consideration for DTV Receiving Equipment or a promotional Service offer, the term is month-to-month and Service will continue until cancelled as provided herein. In either case, unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service. The term of these Service Terms is distinct from any term of an agreement between you and an Authorized Retailer, and the termination of one shall not directly affect the other.

(c) **Cancellation.** You may cancel Service by notifying us in writing (including by email or facsimile). In addition to cancelling in writing, DIRECTV may accept cancellation requests over the phone; however, DIRECTV is not required hereunder to do so. If your account remains active and you have only notified DIRECTV of cancellation over the phone you remain responsible for all fees accrued until you provide notice in writing. Your notice becomes effective when received by us in writing. You will still be responsible for payment of all fees accrued through that effective date. In addition to any deactivation or change of service fees, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you agreed to a fixed term with DIRECTV in connection with the receipt of any promotional Service offer or the receipt of any DTV Receiving Equipment, and fail to maintain the required Service for the required period of time. We will not credit seasonal sports subscriptions after the season starts. We may cancel Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other provision of these Service Terms, or act abusively toward our staff. In such case, you will still be responsible for payment of all fees as described in Section 4(c). We may also cancel Service if you do not to accept any changed terms. Any agreement with an Authorized Retailer is separate and apart from these Service Terms; cancellation of your Service does not affect any rights or obligations between you and an Authorized Retailer.

(d) **Credit Balances.** Subject to any third party billing relationship, if you receive your bill from DIRECTV, when your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than \$1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or DTV Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees. By giving us your credit or debit card account information at any time, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information.

5. **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 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, (a) indemnification of commercial vendors, indemnification under Section 6(b) and 7(d) shall not apply, and (b) the resolution of disputes through arbitration, Section 8 shall not apply. Section 2(a) shall be subject to a government entities' tax exempt status.

6. SOFTWARE LICENSE AND DVR SERVICE.

(a) **Software.** Some DTV Receiving Equipment incorporates software which is owned by DIRECTV or its third party licensors (the "software"). Before using the DTV Receiving Equipment, read the terms and conditions for use of the software located in the user manual and at http://www.directv.com/DTVAPP/content/legal/software_license. If you do not agree to these terms you may not use the DTV Receiving Equipment and may not activate the Service and should immediately return the DTV Receiving Equipment to DIRECTV.

(b) **DVR Service.** DIRECTV DVR Service is only available to DRE customers with DVR-enabled DTV Receiving Equipment. The DIRECTV DVR Service is not authorized for use in any other environment, and may be used only for private non-commercial viewing purposes. The DIRECTV DVR Service gives your guests or occupants the ability to see and record televised programs ("Third Party Content") while in a Unit. You understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. If content recorded using the DIRECTV DVR Service is not automatically deleted when a guest or occupant vacates a Unit, you agree to manually delete such content prior to occupancy by another guest or occupant. You agree to indemnify, defend and hold harmless DIRECTV from and against any and all claims, damages, liabilities and expenses arising from any failure to manually delete recorded content. DIRECTV may, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee.

7. LIMITS ON OUR RESPONSIBILITY

(a) **Service Interruptions and Warranty Disclaimer.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service due to acts of God, power failure or any other cause beyond our reasonable control. For an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we determine to be a fair and equitable adjustment to your account to make up for a Service interruption. THIS IS YOUR SOLE REMEDY AND OUR SOLE DUTY. You agree that these Service Terms do not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs. WE MAKE NO WARRANTY REGARDING ANY SERVICE OR DTV RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF DTV RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF REPAIR.

(b) **Limitations of Liability.** WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL DAMAGES OR LOSSES RELATING TO THE DTV RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR INTERRUPTION OF BUSINESS.

(c) **Exhibition and Music Rights.** WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. IF YOU WISH TO PLAY MUSIC (OTHER THAN MUSIC SERVICES PROVIDED BY DIRECTV AS PART OF A PACKAGED MUSIC CHANNEL SERVICE AND DISPLAYED IN ACCORDANCE WITH OUR RULES OF USE), INCLUDING MUSIC INCLUDED WITHIN TELEVISION PROGRAMMING OR ADVERTISING, IN YOUR ESTABLISHMENT YOU ARE RESPONSIBLE FOR ALL REQUIRED MUSIC LICENSE FEES.

(d) **Indemnification.** YOU 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 DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS HEREUNDER.

8. **RESOLVING DISPUTES.** Any legal or equitable claim relating to these Service Terms or your Service (referred to as a "Claim") will be resolved as follows:

(a) **Resolution.** We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 8(b) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of these Service Terms, and we will send our notice to your billing address. Except as provided in Section 8(b), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association that are in effect as of the date these Service Terms were last updated, and the parties agree to apply the Expedited Procedures set forth in those Commercial Arbitration Rules (Commercial Arbitration Rules with Expedited Procedures referred to herein as "AAA Rules"). The arbitration will also be conducted under the rules set forth in these Service Terms. If there is a conflict between AAA Rules and the rules set forth in these Service Terms, the rules set forth in these Service Terms will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** Unless the Claim exceeds \$25,000, exclusive of interest and arbitration costs, the dispute shall be resolved by submission of documents and there will be no hearing. For arbitrations in which a hearing is held, the arbitration hearing will be held in the city of your commercial establishment unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things: (1) Write a Demand for Arbitration (The demand must include a description of the Claim and the amount of damages sought to be recovered), (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: American Arbitration Association, Attn: Case Filing Services (1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 - 1- 877-495-4185) and (3) Send one copy of the demand for arbitration to the other party.

(b) **Special Rules.** In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. The arbitrator shall award attorneys' fees and costs to the party that the arbitrator determines prevailed at the arbitration. A court may sever any portion of Section 8 that it finds to be unenforceable, except for the prohibition on class or representative arbitration. Notwithstanding this Section 8: (i) any Claim based on Section 1(c) above, (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction; and (iii) an action may be asserted in small claims court in lieu of arbitration.

9. MISCELLANEOUS.

(a) **Notice.** Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your DTV Receiving Equipment or delivered when a voice message is left at the telephone number on your account. Unless otherwise required herein, notices to us will be deemed given when we receive them at the address on the first page.

(b) **Applicable Law.** The interpretation and enforcement of these Service Terms and any disputes with DIRECTV shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. These Service Terms are subject to modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

(c) **Assignment.** We may assign your account or these Service Terms and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise. You may not assign or transfer your Service, DTV Receiving Equipment, these Service Terms or any of your rights and obligations under these Service Terms without our prior written consent, not be unreasonable withheld. If, as part of the sale of your Establishment, you wish to transfer any of the foregoing, contact DIRECTV no later than thirty (30) days prior to the proposed effective date of the transfer, so that DIRECTV can review your account and determine whether DIRECTV will approve the transfer, such approval not to be unreasonably withheld.

(d) **Other.** These Service Terms and any lease, activation, programming, or other service commitment agreement that you entered into with DIRECTV in connection with obtaining Service constitute the entire agreement between you and DIRECTV. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Service Terms will remain enforceable. The terms that expressly or by their nature survive termination shall continue thereafter until fully performed. No occupant of any Unit shall be deemed to have any privity of contract or direct contractual or other relationship with DIRECTV by virtue of these Service Terms or delivering of the Services.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") and the University of North Texas at Dallas ("UNTD") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Type of Organization. Notwithstanding anything to the contrary set forth in the Agreement, the University of North Texas at Dallas is a state institution of higher education and a component institution of the University of North Texas System.

Payment. In accordance with Chapter 2251 of the Texas Government Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTD; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Company must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. Company certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTD is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTD. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTD that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Dallas County, Texas, and venue for any suit filed against UNTD shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTD's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTD shall issue written notice to Company that UNTD may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNTD, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTD shall, without further requirement, satisfy all insurance obligations of UNTD under the Agreement.

Public Information. UNTD shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Company shall make public information available to UNTD in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTD is required by Texas Government Code Section 2261.253 to post each contract it enters into for the purchase of goods or services from a private vendor on its internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Limitations. UNTD is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTD property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTD, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Company: Platinum Communication Company

UNIVERSITY OF NORTH TEXAS AT DALLAS

By: _____

By: _____

Name: _____

Title: _____

Date: 08/16/17

Date: 8/15/17

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.