

**DIRECTV ADDITIONAL SERVICES ADDENDUM – For Upgrading Hospitality and Institution Establishments
(For use when customer has previously signed the DIRECTV Service Terms)**

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"/> Hospitality <input type="checkbox"/> Institution <input type="checkbox"/> College & University	
Establishment Equipment Type: <input type="checkbox"/> DRE Basic <input type="checkbox"/> DRE Plus <input type="checkbox"/> Other:	Unit Count:
Full Legal Name of Customer:	
Establishment Name:	
Brand Affiliation (if any):	
Physical Address:	
Contact at Establishment:	Establishment Phone Number:
Mailing Address (if different):	
Contact at Mailing Address:	Mailing Address Phone Number:
Authorized Retailer Name:	
Authorized Retailer Corp ID:	Authorized Retailer Number:
Title of DIRECTV Service Agreement:	
Effective Date of DIRECTV Service Agreement:	

This DIRECTV Additional Services Addendum (this “**Addendum**”) sets forth additional terms and conditions that apply if you elect to upgrade your current Service selection by subscribing to additional services not already set forth in the DIRECTV Terms of Service, including all schedules attached thereto (the “**Service Terms**”). All capitalized terms used but not defined herein have the meanings set forth in the Service Terms. Except as otherwise set forth in this Addendum, all other terms and conditions set forth in the Service Terms remain in full force and effect. In the event the terms of this Addendum conflict with the Service Terms, the terms of this Addendum shall control. This Addendum shall not have an effect on additional Programming/Service Selections selected on a previous addendum.

ADDITIONAL PROGRAMMING AND SERVICES 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. Use the per Unit price corresponding to the number of Units. Pricing listed below is per month.					
PACKAGE/SERVICE	UNIT PRICE	PACKAGE/SERVICE	UNIT PRICE	PACKAGE/SERVICE	UNIT PRICE
<input type="checkbox"/> XTRA ⁽¹⁾	\$11.99	<input type="checkbox"/> FAMILY ⁽¹⁾	\$2.49	<input type="checkbox"/> SHOWTIME Offer for Institutions and Universities	\$0.99
<input type="checkbox"/> ENTERTAINMENT ⁽¹⁾⁽²⁾	\$ _____	<input type="checkbox"/> Local Channels ⁽¹⁾⁽³⁾	\$0.50	<input type="checkbox"/> DIRECTV On-Demand/ DIRECTV Cinema for Hotels	
<input type="checkbox"/> SELECT ⁽¹⁾	\$5.50	<input type="checkbox"/> SHOWTIME Offer for Hospitality	\$0.99	<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. Programming and pricing may change. ⁽¹⁾ If Customer elects to participate in the H25 Analog Swap Program or COM Analog Swap Program (as defined below), Customer must select a base programming package and Local Channels. ⁽²⁾ See Rate Card for price. ⁽³⁾ 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 1/21/2018 is \$169.99. 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.				Unit Price Subtotal: \$ _____	
				Number of Units: _____	
				Monthly Unit Price Total: \$ _____	
				<input type="checkbox"/> Local Channels (\$169.99) ⁽¹⁾⁽³⁾	\$ _____
				MONTHLY TOTAL: \$ _____	

ADDITIONAL PROGRAMMING AND SERVICES TERMS AND CONDITIONS

DIRECTV On-Demand/DIRECTV Cinema for Hotels* (Effective 11/15/2016-7/21/2018). If you have DRE Plus, you are eligible to receive DIRECTV Cinema for Hotels and DIRECTV on-demand programming, provided you have (i) VPN connectivity, (ii) a compatible video caching server, (iii) a compatible MCS server and (iv) a compatible property management system (PMS). DIRECTV network on-demand programming will be provided at no additional cost to you or your guest, provided you maintain a subscription to the applicable network linear channel. You understand and agree that such DIRECTV network on-demand programming must be provided on a free-to-guest basis. DIRECTV Cinema for Hotels will be made available for viewing by individual guests at the prices then in effect, and DIRECTV, or your Authorized Retailer, as applicable, will bill you for all content purchased during the applicable billing period. You understand and agree that you may not charge guests any additional fee for the DIRECTV network on-demand programming or DIRECTV Cinema for Hotels. You further understand and agree that you may not remove the video caching server from the property or tamper with the video caching server or the third party content stored on such server, and you agree to indemnify, defend and hold DIRECTV harmless from and against any and all claims, damages, liabilities and expenses arising from such unauthorized use. DIRECTV may, from time to time, change, add or remove features of the DIRECTV on-demand programming and DIRECTV Cinema for Hotels, or change the service fees related thereto.

*Only available to qualifying hotels, motels, resorts, inns and other approved hospitality locations approved by DIRECTV.

H25 Analog Swap Program (Effective 6/20/16). If you have Standard Definition (SD) receiving equipment active on your account and choose to not upgrade your equipment and programming to High Definition (HD), you are eligible to participate in the H25 Analog Swap Program (the “**H25 Analog Swap Program**”), whereby your Establishment will receive H25 HD receivers and other applicable H25 analog receiving equipment to replace all active SD receiving equipment at your Establishment at no cost, provided you (i) subscribe to the (a) Family or above programming base package and (b) Local Channels (together, the “**Required Channels**”) for a Commitment Period of sixty (60) months, (ii) activate each H25 HD receiver and deactivate each SD receiver in your Establishment and (iii) continue to view programming from H25 HD receivers in SD analog. The H25 Analog Swap Program cannot be combined with any other DIRECTV subsidy or discount program. If you choose to participate in the H25 Analog Swap Program and are currently under a Commitment Period, you will be subject to the early cancellation fees set forth in the Service Terms. The early cancellation fee relating to the H25 Analog Swap Program shall be \$3,500.00, 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: $\$3,500/60$) multiplied by number of months remaining in Commitment Period). For example, if you terminate the Service Terms or cease paying for the Required Channels 24 months into the 60-month Commitment Period, you will pay DIRECTV \$2,100 ($\$3,500/60=\$58.33 \times 36=\$2,100$). 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, pursue legal remedies against you for and receive the total amount due. You agree that you will pay all expenses (e.g. attorneys’ fees) incurred in connection with the enforcement of any remedies. After you have fulfilled your entire Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration.

INITIAL HERE _____ TO INDICATE THAT YOU UNDERSTAND, AGREE TO, AND SATISFY THE FOREGOING QUALIFICATIONS FOR THE H25 ANALOG SWAP PROGRAM.

COM Analog Swap Program (Effective 3/1/17). If you have Standard Definition (SD) receiving equipment active on your account and choose to not upgrade your equipment and programming to High Definition (HD) via DIRECTV’s national offers, you are eligible to participate in the COM Analog Swap Program (the “**COM Analog Swap Program**”), whereby your Establishment will receive a Subsidy Amount in connection with your purchase or lease, through an Equipment Provider, of COM analog receiving equipment to replace all active SD receiving equipment at your Establishment, provided you (i) subscribe to (a) the Family or above programming base package and (b) Local Channels (together, the “**Required Channels**”) for a Commitment Period of sixty (60) months, (ii) activate each COM46A or COM46 receiver, as applicable, and deactivate each SD receiver in your Establishment and (iii) continue to view programming from COM46A receivers in SD analog or begin to view programming from COM46 receivers in HD, as applicable. The COM Analog Swap Program cannot be combined with any other DIRECTV subsidy or discount program. You will receive a “**Subsidy Amount**” of (i) \$3,500 if your Establishment has less than one hundred (100) Units or (ii) \$7,500 if your Establishment has one hundred (100) or more Units. DIRECTV will pay the Subsidy Amount directly to your Equipment Provider and DIRECTV will look to you for payment of the early cancellation fee if you fail to fulfill the Commitment Period. The early cancellation fee relating to the COM Analog Swap Program shall be equal to the Subsidy Amount provided to you, 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: $\text{Subsidy Amount}/60$) multiplied by number of months remaining in Commitment Period). For example, if you received a Subsidy Amount of \$7,500, but you terminate the Service Terms or cease paying for the Required Channels 24 months into the 60-month Commitment Period, you will pay DIRECTV \$4,500 ($\$7,500/60=\$125 \times 36=\$4,500$) and if you received a Subsidy Amount of \$3,500, but you terminate the Service Terms or cease paying for the Required Channels 24 months into the 60-month Commitment Period, you will pay DIRECTV \$2,100 ($\$3,500/60=\$58.33 \times 36=\$2,100$). If you choose to participate in the COM Analog Swap Program and are currently under a Commitment Period, you will be subject to the early cancellation fees set forth in the Service Terms. 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, pursue legal remedies against you for and receive the total amount due. You agree that you will pay all expenses (e.g. attorneys’ fees) incurred in connection with the enforcement of any remedies. After you have fulfilled your entire Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration.

INITIAL HERE _____ TO INDICATE THAT YOU UNDERSTAND, AGREE TO, AND SATISFY THE FOREGOING QUALIFICATIONS FOR THE COM ANALOG SWAP PROGRAM.

DIRECTV ADDITIONAL SERVICES ADDENDUM – For Upgrading Hospitality and Institution Establishments (continued)

SHOWTIME Offer for Hospitality*(Effective 1/21/2018 – 7/21/2018). You are eligible to receive the SHOWTIME Package at \$0.99 per Unit per month (the **"SHOWTIME Offer for Hospitality"**) for a period of 3 years (thirty-six (36) consecutive months), 5 years (sixty (60) consecutive months), or, if you are currently in a Commitment Period with DIRECTV, the amount of time remaining in your Commitment Period (**"Hospitality Offer Period"**) if: (i) you have not received SHOWTIME programming from DIRECTV or any other distributor during the 24 months preceding the date of activation of the SHOWTIME Package; (ii) you have previously subscribed (through any video provider) to a qualified premium package (HBO Package, HBO/Cinemax Package, Starz Super Pack or Encore) (each a **"Qualified Premium"**) for every month during the 24 months preceding the date of activation of the SHOWTIME Package (if currently in a Commitment Period with DIRECTV, this 24 months is reduced to your period of your Commitment Period, if less than 24 months); and (iii) you subscribe to the following for your Commitment Period: (1) the SHOWTIME Package, (2) another Qualifying Premium and (3) a base programming package (XTRA, Entertainment, Select, or Family). If you fail to meet any of these conditions, you will no longer qualify for the SHOWTIME Offer and will be charged the per Unit rate in effect. The SHOWTIME Offer may not be combined with any other SHOWTIME program (e.g. SHOWTIME "Direct To Property" incentive or additional marketing support of any kind provided by SHOWTIME). In addition, you may not receive any subsidized printed monthly program guides from SHOWTIME. After the Hospitality Offer Period, you will be charged the per Unit rate in effect. If you agree to a new commitment period, with DIRECTV, the Hospitality Offer Period will end and you will be charged the per Unit rate in effect or the amount provided in the new offer.

INITIAL HERE _____ TO INDICATE THAT YOU UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS OF THE SHOWTIME OFFER FOR HOSPITALITY AND THAT YOU REPRESENT AND WARRANT THAT YOU HAVE NOT RECEIVED SHOWTIME PROGRAMMING FROM DIRECTV OR ANY OTHER DISTRIBUTOR DURING THE TWENTY-FOUR (24) MONTHS PRECEDING THE DATE OF ACTIVATION. HOSPITALITY OFFER PERIOD IS THE SAME AS THE COMMITMENT PERIOD FOR SUBSCRIPTION PACKAGE.

***SHOWTIME Offer for Hospitality is not available to Institutions and College & University Establishments.**

SHOWTIME Offer for Institutions and Universities*(Effective 1/21/2018 – 7/21/2018). You are eligible to receive the SHOWTIME Package at \$0.99 per Unit per month (the **"SHOWTIME Offer for Institutions and Universities"**) for a period of 3 years (thirty-six (36) consecutive months), 5 years (sixty (60) consecutive months), or, if you are currently in a Commitment Period with DIRECTV, the amount of time remaining in your Commitment Period (**"Institutions Offer Period"**) if: (i) you have not received SHOWTIME programming from DIRECTV or any other distributor during the 6 months preceding the date of activation of the SHOWTIME Package and (ii) you subscribe to the following for your Commitment Period: (1) the SHOWTIME Package and (2) a base programming package (XTRA, Entertainment, Select, or Family). If you fail to meet any of these conditions, you will no longer qualify for the SHOWTIME Offer and will be charged the per Unit rate in effect. The SHOWTIME Offer may not be combined with any other SHOWTIME program (e.g. SHOWTIME "Direct To Property" incentive or additional marketing support of any kind provided by SHOWTIME). In addition, you may not receive any subsidized printed monthly program guides from SHOWTIME. After the Offer Period, you will be charged the per Unit rate in effect. If you agree to a new commitment period, with DIRECTV, the Offer Period will end and you will be charged the per Unit rate in effect or the amount provided in the new offer.

INITIAL HERE _____ TO INDICATE THAT YOU UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS OF THE SHOWTIME OFFER FOR INSTITUTIONS AND UNIVERSITIES AND THAT YOU REPRESENT AND WARRANT THAT YOU HAVE NOT RECEIVED SHOWTIME PROGRAMMING FROM DIRECTV OR ANY OTHER DISTRIBUTOR DURING THE SIX (6) MONTHS PRECEDING THE DATE OF ACTIVATION. INSTITUTIONS OFFER PERIOD IS THE SAME AS THE COMMITMENT PERIOD FOR SUBSCRIPTION PACKAGE.

***SHOWTIME Offer for Institutions and Universities is not available to Hospitality Establishments and Trucking Fleet Institutions.**

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THE TERMS OF THIS ADDENDUM, AND UNDERSTANDS THAT THESE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION OF THE REQUIRED PROGRAMMING OR SERVICE.

CUSTOMER SIGNATURE:

Legal Name of Customer: _____

Name of Person Signing: _____

Operating Name: _____

Print Title: _____

Date: _____

Phone: _____

Signature: _____