DIRECTV
FOR BUSINESS

COMMERCIAL CUSTOMER AGREEMENT

Effective as of January 1, 2023, until replaced

THIS DIRECTV COMMERCIAL CUSTOMER AGREEMENT (THIS "AGREEMENT") DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR DIRECTV SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 10) AND DISCLAIMER OF WARRANTIES (SECTION 9). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR ORDER OR SERVICE SUBJECT TO APPLICABLE CANCELLATION TERMS AND/OR FEES (SEE SECTION 5). IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING.

CONTACTING DIRECTV:

To contact DIRECTV you can call the DIRECTV for Business Support Center at 1-888-388-4249 or visit https://www.directv.com/forbusiness/customer-support/ for additional help. To reach us via mail, please send to

Notices and Mail
DIRECTV, LLC
2260 E. Imperial Highway
El Segundo, CA 90245

Payments
DIRECTV, LLC
Commercial Account Payments
P.O. BOX 5006
Carol Stream, IL 60197-5006

If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV and its affiliates, subsidiaries, and employees (defined here collectively as "**DIRECTV**" and referred to as "**DIRECTV**" or "**we**") provide digital satellite entertainment programming and services (referred to collectively as "**Service**") to commercial establishments located within the United States. We do not provide, and you may not receive or use, Service at an address or location outside of the United States. When referring to you herein, "**you**," "**your**," or "**Customer**" means the entity that owns the commercial establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges to DIRECTV directly or indirectly through one of DIRECTV's authorized commercial sales agents (a "**Dealer**").

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service:

(a) Program Choices and Receiving Equipment. 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/forbusiness. The use of DIRECTV Receiver(s), Genie Mini/Client(s), Access Card(s) (as defined below), remote control(s) and a receiving antenna dish (referred to collectively as "**Receiving Equipment**") are required to view the Service. In addition, in some cases, as authorized

by DIRECTV, you may be able to use Receiving Equipment that can enable more than one television to view the Service (an "**Enabled TV**"). You agree to provide true and accurate information about the location of your Receiving Equipment. Each DIRECTV Receiver, Genie Mini/Client(s) and Enabled TV must be located at the same service address or original mobile unit as the initial DIRECTV Receiver, and you must meet the qualifications specified in Section 1(f). We reserve the right to limit the number of the DIRECTV Receiver, Genie Mini/Client(s) and/or Enabled TVs that you may use and to establish rules for such use. If it is determined that all the Receiving Equipment is not at the Service address identified on your account, we may disconnect your Service or create an additional account for the Services received at the other addresses and charge you the full programming subscription price.

(b) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(b)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(c) Our Programming Changes. 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, contract negotiations, market, and shareholder expectations, and changing business conditions. Accordingly, we must reserve the unrestricted right to change, rearrange, add, or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(d) Access Card. You have received conditional access card(s) (referred to as the "**Access Card**") and a License Agreement governing your use of the Access Card while you are receiving our Service. If you tell us that the original Access Card was lost, damaged, defective, or stolen, we will replace it, as long as there is no evidence of unauthorized tampering with, or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). 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 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 as described in Section 2. 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.** If you wish to transfer your license to use the Access Cards as part of a sale of your commercial establishment, you must contact DIRECTV immediately and obtain DIRECTV's approval of the transfer in accordance with Section 11(c) below.

(e) Access and Installation. You will provide DIRECTV, its subcontractors, and/or Dealers with reasonable access to your Service address in order to install your Service and your Receiving Equipment; and you authorize any employee at the Service address to grant access to your premises for these purposes. Additionally, if you request or contract for repair or replacement service from DIRECTV ("**Repair Service**"), then as part of that request or contract you also grant access to your Service address for that purpose. You understand and agree that, as part of any such installation or Repair Service, DIRECTV may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair your Service and your Receiving Equipment. If you do not own your premises or your unit is part of a multi-tenant environment, you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow DIRECTV and its subcontractors reasonable access to install your Service and your Receiving Equipment, or perform any Repair

Service, and to make any alterations that DIRECTV deems appropriate for the installation or Repair Service.

(f) Phone or Internet Connections. For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, your Receiving Equipment must be directly connected to the same land-based telephone line or internet connection. If you enable Service on additional TVs, depending on the establishment type you may purchase a separate subscription for each additional TV, or, if your Receiving Equipment is continuously connected to the same land-based telephone line or internet connection, we can charge you only the fee amount described in Section 2.

(g) Music Services. Any music services, including packaged music channels, shall be used only as accompaniment to routine activities for which there is no admission fee charged, such as, but not limited to, work, shopping, conversation, dining, and relaxation, and the music service shall not be used as an accompaniment to dance or to serve as an adjunct to any other physical activity (e.g. skating).

(h) Viewing Limitations. You may not resell, rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of the Services. If you are a movie theater, Services may not be displayed, viewed, or otherwise made available in the theater viewing area.

(i) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area or otherwise unavailable to commercial customers 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 information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(j) Loss of Receiving Equipment. You should notify us immediately if any of your Receiving Equipment is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice; but non-return fees will apply.

(k) Transfer of Receiving Equipment. We consider you to be responsible for, and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment. If you wish to transfer ownership of your Receiving Equipment as part of a sale of your commercial establishment, you must contact DIRECTV immediately and obtain DIRECTV's approval of the transfer in accordance with Section 11(c) below.

(l) Your Viewing Restrictions. 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 and password protection on your account.

(m) Change of Address. You must notify us immediately of any change in your contact name, business name, business ownership, mailing address, service address, email address, or telephone number.

(n) Inspection. DIRECTV, or its authorized agent, shall have the right to inspect your Receiving Equipment at any time during your normal business hours. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under this Agreement, we may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances accrued through the date of inactivation.

(o) Modifications. Unless authorized by DIRECTV in writing through a DIRECTV subscription service, 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.

(p) DIRECTV 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 commercial 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 us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time for all Service and Receiving Equipment ordered by you or anyone who uses your 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 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. In the event that DIRECTV provides a statement for unbilled or underbilled amounts for Service previously received ("**Underbilled Charges**"), you will only be responsible for payment of such Underbilled Charges for Services billed no more than 6 months after the close of the billing period in which Underbilled Charges were incurred; *provided however,* no such limitation applies to Underbilled Charges caused by inaccurate information provided by you, including, by way of example, Commercial Establishment type and fire code occupancy (where applicable). To establish service, you were required to provide a credit or debit card or authorize electronic fund transfer (EFT). You may use a credit or debit card or EFT to establish recurring payments or pay by mail. See Section 5(e) 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. If you do not pay your statements on time, we may reduce your Service to a minimum service level, at our rates in effect at the time, restrict the availability or renewability of your Service options, require immediate payment for Services ordered, or deactivate your Service.

(b) TV Access Fee. You will pay in advance, at our rates in effect at the time, a monthly TV Access Fee for each DIRECTV Receiver, and each client device, such as a Genie Mini/Client(s), on your account that is authorized to receive programming via an Access Card provided by DIRECTV. One or more TV Access Fees may be waived or included in the price of your base programming package depending on the offer you accepted when you signed up for DIRECTV Service.

(c) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed, including any such taxes, fees or charges assessed against discounted fees or service credits.

(d) Auto Bill Pay. When enrolling your account in Auto Bill Pay, you authorized DIRECTV to charge your debit or credit card or bank account automatically to pay your monthly statements, as well as any unpaid balances and fees if your DIRECTV Service is disconnected. To cancel your authorization for Auto Bill Pay, you must call 1-888-388-4249. You should also contact your card issuer or financial institution to advise that you have canceled your enrollment. If you opt out from Auto Bill Pay, you will lose any promotional credits associated with your account that require you to be enrolled.

(e) Administrative Fees. 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. DIRECTV reserves the right to modify these fees or charge additional fees. In addition to other fees, we may

charge you a fee, as set forth on the rate card (if applicable), for each additional DIRECTV Receiver, Genie Mini/Client(s) and/or Enabled TV authorized to receive the same programming. If we charge late fees, late fees are not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

(f) 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 a Dealer, 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.

(g) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

(h) Disputed Charges. **UNDISPUTED PORTIONS OF THE STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE REDUCTION OR DEACTIVATION OF SERVICE.** Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information on your bill. **EXCEPT AS OTHERWISE PROVIDED BY LAW WITH RESPECT TO UNAUTHORIZED CHARGES, BILLED CHARGES MUST BE DISPUTED TO DIRECTV IN WRITING WITHIN SIX (6) MONTHS AFTER THE DATE OF THE AFFECTED STATEMENT OR THE RIGHT TO DISPUTE SUCH CHARGES IS WAIVED. WRITTEN DISPUTE NOTICES MAY BE SENT TO:**

DIRECTV, LLC
Commercial Account Payments
P.O. Box 5006
Carol Stream, IL 60197-5006

(i) Collection Costs. If you fail to pay amounts you owe us, you may be subject to collections by DIRECTV, or your account may be referred to a third-party collection agency. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. The person ordering Service represents and warrants that they are (i) at least 18 years of age, (ii) a resident of the United States and (iii) authorized to agree to the terms of this Agreement. 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 to this Agreement. THE SERVICE PROVIDED TO YOU IS DEPENDENT ON THE TYPE OF COMMERCIAL ESTABLISHMENT YOU OPERATE. YOUR RECEIPT OF SERVICES CONSTITUTES YOUR AGREEMENT TO THE FOLLOWING, AS APPLICABLE:

Public Viewing Establishments and Programming Packages: Public Viewing programming packages are required for an establishment if you intend to display the Service where the viewing is generally accessible to the public and/or the establishment's clientele AND, either: (1) the establishment is a hospitality or entertainment establishment where food/beverage is served for immediate consumption (such as a bar, restaurant, diner, club, café, or bowling alley and including any such establishment within a larger establishment, such as a stadium, hotel or theater), or (2) the establishment charges, as a part of its primary business operation, an admission or cover charge (any establishment requiring Public Viewing programming package is a "**Public Viewing Establishment**"). If you ordered a Public Viewing programming package, you represent, warrant, acknowledge and agree that the Services will only be displayed at a Public Viewing Establishment.

Business Viewing Establishment: Business Viewing programming packages are required for an establishment if you intend to display the Service where the viewing is generally accessible to the public and/or the establishment's clientele BUT (1) the establishment does NOT sell food/beverage for immediate consumption, AND (2) the establishment does not charge admission or cover charge to view the Service (except that monthly membership dues for membership organizations are acceptable, such as gyms or fraternity or sorority memberships) (any establishment requiring Business Viewing programming package is a "**Business Viewing Establishment**"). If you ordered a Business Viewing programming package, you represent, warrant, acknowledge and agree that the Services will only be displayed at a Business Viewing Establishment.

Private Viewing Establishment: Private Viewing programming packages are required for an establishment if you intend to display the Services at where the viewing is in areas that are not accessible to the public and/or the establishment's clientele (such as offices and conference rooms) (any establishment requiring Private Viewing programming package is a "**Private Viewing Establishment**"). If you receive Private Viewing programming, (1) you may not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services in areas accessible to the public and/or common areas and (2) you may not distribute the Service through a satellite master antenna television system or in a Public Viewing Establishment or Business Viewing Establishment. If you ordered a Private Viewing programming package, you represent, warrant, acknowledge and agree that the Services will only be displayed at a Private Viewing Establishment.

Other Commercial Establishments and Customers: If your business or establishment or location does not meet the qualification for Public Viewing Establishment, Business Viewing Establishment or Private Viewing Establishment but you still wish to receive the Service, you may qualify for other types of commercial establishment services subject to additional terms to be agreed to in connection with this Agreement. If you agree to such additional terms, you represent, warrant, acknowledge and agree that the Services will only be displayed as permitted under such terms. Other types of commercial establishment agreements include Casino & Gaming Viewing Establishments, Stadium Viewing Establishments and Oil Rig Viewing Establishments.

(b) Contact Information. 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 agree to provide true, accurate, current, and complete contact information about your commercial establishment, and maintain and promptly update your contact information to keep it true, accurate and complete. With regard to all telephone numbers, including cellular numbers you choose to provide on your account, you acknowledge and consent to receive business and informational calls relating to your Service to such numbers, including collections calls. You agree such calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that we may send non-marketing service or account related text messages to cellular phone numbers provided on your account. Carrier message and data rates may apply but, on some text message programs, you may opt out of a text message program by replying "stop" to a message from that program (visit https://www.directv.com/legal/directv-consent-electronic-delivery-disclosures/ for information). If you choose to provide an e-mail or other electronic address on your account, you acknowledge and consent to receive business and informational messages relating to your Service at the address, including collections messages, and that such address is your private address and is not accessible or viewable by any other person.

(c) Online Access. If you have an online account with DIRECTV, you are responsible for maintaining the confidentiality of the password and account e-mail address used for any account maintenance for REMOTE APP or MVP program at www.directv.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log into www.directv.com.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service, including adding new terms or deleting existing ones. If we make any such changes, we will notify you via email, direct mail, or bill statement message of your new Commercial Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Commercial Customer Agreement, 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 your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite, and Service will continue until canceled as provided herein. 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.

(b) Your Cancellation. You may cancel Service by notifying us via mail, email, or over the phone. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you agreed to a programming commitment with DIRECTV in connection with the receipt of any promotional Service offer or the receipt of any Receiving Equipment, and have failed to maintain the required programming package for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward our staff. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4. Upon cancellation, you will still be responsible for payment of all outstanding balances accrued through the effective date, which may include the deactivation fee described in Section 2 and/or an early cancellation fee.

(d) Credit Balances. Subject to any third-party billing relationship with a Dealer, if you receive your bill from DIRECTV, when your account is closed, we will review your account and refund any excess monetary payments. Retention or similar credits may 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.

(e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment and may incur early cancellation fees and/or equipment non-return fees (as specified in any programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). 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 also acknowledge and agree 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, such as a change in the card number or the expiration date and additionally, that DIRECTV may obtain such updated information through payment card networks, card issuers or other third-party sources.

6. CUSTOMER & PERSONAL DATA

DIRECTV collects personally identifiable information about our customers ("**Personal Data**") for business purposes. All use and disclosure of Customer data (including Personal Data) is governed by the DIRECTV Privacy Policy, unless subject to different terms under a separate customer agreement. A copy of the DIRECTV Privacy Policy is available at: https://www.directv.com/privacy/video-privacy-policy

7. 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 (1) the payment of cost of collection, Section 2(i) shall not apply, (2) indemnification of commercial vendors, indemnification under Section 9(f) shall not apply, and (3) the resolution of disputes through arbitration, Section 10 shall not apply. Section 2(c) shall be subject to a government entities' tax-exempt status.

8. DIRECTV® DVR SERVICE AND SOFTWARE LICENSE

DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to Private Viewing Establishment customers with DVR-enabled Receiving Equipment. The DIRECTV DVR Service is not authorized for use by Business Viewing Customers or Public Viewing Customers. The DIRECTV DVR Service gives you the ability to see and record televised programs ("**Third-Party Content**"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also 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. DIRECTV may, at its discretion, from time-to-time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service. We may use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same. The Receiving Equipment incorporates software which is owned by DIRECTV or its third-party licensors (the "**Software**"). Before using the Receiving Equipment or activating the DIRECTV DVR Service, please read the terms and conditions for use of the Software. If you do not agree to these terms you may not use the Receiving Equipment and may not activate the DIRECTV DVR Service and should immediately return the Receiving Equipment to DIRECTV or your supplier. These terms also apply to any modifications, updates or supplements to the software provided to you. Below is a summary of the terms of the Software license. A complete text of the terms and conditions for use of the Software is located in the user manual and at https://www.directv.com/legal/directv-software-license-terms-conditions/.

(a) License Grant and Conditions. DIRECTV grants you a non-exclusive, non-transferable, limited license to use the Software solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Receiving Equipment. Certain third-party Software used in connection with the Receiving Equipment may be made directly available to you by the providers thereof. DIRECTV reserves the right to modify, supplement, update and otherwise alter the Software

via Software download or other modification procedures, and these terms will apply to such Software as modified, supplemented, updated, and otherwise altered.

(b) License Restrictions. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. The Software may include some components that are covered by “free software” licenses, open-source software, and other similar license use rights which require such components to be used, modified and/or distributed only under the terms of such licenses.

(c) Ownership of Software and Reservation of Rights. The Software is licensed, not sold, to you for use only under the terms of this license agreement, DIRECTV is NOT transferring title or any ownership rights in the Software to you and DIRECTV and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(d) Termination. These terms are effective until terminated. You may terminate these terms by returning the Receiving Equipment to DIRECTV or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and DIRECTV. Upon termination you must return the Receiving Equipment to DIRECTV or your supplier.

(e) Disclaimer. THE SOFTWARE IS, TO THE EXTENT PERMITTED BY LAW, SUPPLIED **AS IS AND WITH ALL FAULTS**. NEITHER DIRECTV NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

(f) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DIRECTV OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(g) Additional Information. DIRECTV's licensors and suppliers shall be third-party beneficiaries of these license terms, as applicable. Certain additional terms and information for the Software and certain third-party software (including the text of licenses applicable to any free, open source and other similar software that may be included in the Software), may be found in the DIRECTV website located at https://www.directv.com/legal/legal-policy-center/, and the GNU website located at www.gnu.org.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

9. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY REGARDING ANY SERVICE OR YOUR 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 THE RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL DAMAGES OR LOSSES RELATING TO THE 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. Some states or jurisdictions do not allow the exclusion or limitation of consequential damages, so the above limitation may not apply to you.

(d) Warranty Services. You agree that this Agreement does 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.

(e) 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 PROGRAMMING OR OTHER 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 COMMERCIAL ESTABLISHMENT YOU ARE RESPONSIBLE FOR ALL REQUIRED MUSIC LICENSE FEES.

(f) 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 WHATSOEVER DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT. DIRECTV WILL NOT INDEMNIFY CUSTOMER WITH RESPECT TO THE CONTENT OF ANY PROGRAMMING.

10. RESOLVING DISPUTES

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

10.1 Summary

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-888-388-4249. **In the unlikely event that DIRECTV's customer**

service department is unable to resolve a complaint you may have to your satisfaction (or if DIRECTV has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** Moreover, in arbitration you are entitled to recover attorneys' fees from DIRECTV to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), DIRECTV will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what DIRECTV has offered you to settle the dispute.

10.2 Arbitration Agreement

(a) DIRECTV and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "DIRECTV," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individualized action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and DIRECTV are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to DIRECTV should be addressed to: DIRECTV LLC, c/o CT Corporation, 1209 Orange Street, Wilmington, DE 19804 ("**Notice Address**"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If DIRECTV and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or DIRECTV may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by DIRECTV or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or DIRECTV is entitled. You may download or copy a form Notice and a form to initiate arbitration at directv.com/arbitration-forms.

(c) The arbitration, including payment of fees, will be governed by the Commercial Arbitration Rules ("**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Agreement, and

will be administered by the AAA. If the AAA is unavailable or unwilling, the parties shall agree to another arbitration provider. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at directv.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except those issues relating to the scope and enforceability of the arbitration provision are for a court to decide. If your claim is for $25,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, by videoconference, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $25,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(d) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of DIRECTV's last written settlement offer made before an arbitrator was selected, then DIRECTV will pay you the amount of the award or $10,000 ("the alternative payment"), whichever is greater.

If DIRECTV did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceedings and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(e) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws DIRECTV may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, DIRECTV agrees that it will not seek such an award.

(f) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND DIRECTV AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and DIRECTV agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from arbitration and may be brought in court.

(g) Notwithstanding any provision in this Agreement to the contrary, we agree that if DIRECTV makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

11. 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 Receiving Equipment or delivered when a voice message is left at the telephone number on your

account. Except as specified in Section 10.2(b) above, your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law**.** The interpretation and enforcement of this Agreement and any disputes related to your agreements or service 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. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 10 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account**.** We may assign your account or this Agreement 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 of the party's 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, Receiving Equipment or Access Cards, this Agreement or any or your rights and obligations under this Agreement without our prior written consent. If as part of the sale of your commercial establishment, you wish to transfer any of the foregoing, contact DIRECTV immediately so that DIRECTV can review your account and determine whether DIRECTV will approve the transfer.

(d) Other**.** This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Service or Receiving Equipment constitute our entire agreement. 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 Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed. No establishment’s clientele shall be deemed to have any privity of contract or direct contractual or other relationship with DIRECTV by virtue of this Commercial Customer Agreement delivering of the Services.

THANK YOU.

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