



Formerly Bulk TV, DCI & EthoStream

DIRECTV MDU EQUIPMENT LEASE AGREEMENT

The following agreement details the terms of the lease for your DIRECTV equipment. If you have decided on either a 12 or 24 month contract, please review and sign the agreement on the following page. Once you have signed the agreement, you can either email it to customerservice@allbridge.com or fax it to 919-573-0489. If you do not have internet access or access to a fax machine, then you can mail the signed agreement to:

Allbridge

6880 Perry Creek Road
Raleigh, NC 27616

Please note that mailing the agreement may delay your order, as your account cannot be activated without a signed lease agreement. We recommend faxing or emailing your signed agreement in order to expedite the processing of your upgrade order. Once your signed agreement has been received, your equipment will be shipped for installation.

If you have any questions regarding this agreement, please contact us at 1-877-285-5881.

DIRECTV MDU EQUIPMENT LEASE AGREEMENT

- Check here if you are a new DIRECTV customer
 Check here if you are current DIRECTV customer upgrading or adding boxes

Thanks for choosing DIRECTV! This MDU Equipment Lease Agreement (ELA) has important terms and conditions regarding your lease of equipment. By "equipment," we mean the receiver or "box," access card in the box, and remote control (not the dish and/or cabling). You received the DIRECTV Customer Agreement with your DIRECTV Order Confirmation. The Customer Agreement, together with this ELA, comprise the terms of your service agreement with DIRECTV. Please be sure to read and keep copies of both. They are also available at www.directv.com/legal.

You understand and agree that you did not buy the equipment, do not own the equipment, and must use and return the equipment as explained in your service agreement with DIRECTV. The equipment you lease may be new or reconditioned.

BASED ON THE PROGRAMMING OFFER ACCEPTED BY YOU, YOU ARE SUBJECT TO ONE OF THE FOLLOWING (see Programming Agreement and Term below for an explanation of your options):

- 24 month programming agreement (required in order to receive certain DIRECTV offers)
- 12 month programming agreement (if you agree to this, you are not eligible for certain DIRECTV offers)
- Month-to-Month agreement ONLY (if you agree to this, you are not eligible for certain DIRECTV offers)
- Day-to-Day for those receiving only a standard boxes and residing in an MDU property serviced on a bulk basis

PART ONE:

Part One of this agreement only applies to new customers, or to our existing customers who decide to upgrade or add an additional box (or boxes) to their account. If you received this agreement in connection with simply replacing like for like boxes (e.g., standard definition for standard definition, HD for HD), please skip to Part Two below, which applies to all customers.

PROGRAMMING AGREEMENT AND TERM. To keep costs down for you, we provide dishes and standard installation at reduced or no cost. In exchange, we ask that you remain a customer for a specified period of time. Specifically, you agree that within 30 days of getting DIRECTV equipment (either provided to you or installed professionally), you will activate your boxes and subscribe to a base level of programming valued at \$29.99/mo or above, which may consist of a DIRECTV base programming package (English or Spanish language); Jadeworld; OR, a qualifying international-language a la carte service bundled with either BASIC CHOICE or PREFERRED CHOICE. If you selected a DVR, you also agree to activate DVR service (\$7/mo.). Whole-Home DVR service is additional (\$3/mo.). If you selected an HD box, you also agree to activate HD Access (\$10/mo.). If you selected an HD-DVR box, you agree to activate both DVR service and HD Access. If you do not activate each box, you agree that DIRECTV or the authorized retailer from whom you obtained the equipment may charge you \$150 per box as liquidated damages.

You agree to continuously maintain the minimum level of programming with us as follows:

If you live in a bulk serviced property: 12 consecutive months for DVR, HD and/or HD-DVR boxes, or no term required for standard boxes. If you live in a property not serviced on a bulk basis: 12 or 24 consecutive months for standard boxes and DVR, HD and/or HD-DVR boxes. When you placed your order, you elected either a 12 or 24 month period based on the offer selected by you; which period is included in the Confirmation Letter provided to you. If you elected a month-to-month period and DID NOT RECEIVE ANY PROMOTIONAL OFFER FROM DIRECTV REQUIRING A 12 MONTH OR 24 MONTH AGREEMENT, your programming package must be maintained for 1 month.

THIS AGREEMENT TO MAINTAIN PROGRAMMING IS SEPARATE AND DIFFERENT FROM ANY OTHER YOU MAY HAVE MADE WITH DIRECTV AND IS FULLY ENFORCEABLE UNDER THESE TERMS.

EARLY CANCELLATION FEE. If you do not maintain your base level of programming for the full term, we will charge you an early cancellation fee. If you are subject to a 12 month commitment, the maximum fee is \$240 for customers with standard, DVR, HD and/or HD-DVR boxes. If you are subject to a 24 month commitment, the maximum fee is \$480 for customers with standard, DVR, HD and/or HD-DVR boxes. We prorate the fee, so for each month you've fulfilled your programming term agreement, we deduct \$20 from the fee (i.e., if you have fulfilled 14 mos. of a 24 mo. agreement, your ECF would be \$480 - \$20 x 14, or \$200). We reserve the right to charge this fee to the credit or debit card you have on file with us. We do not charge an ECF if you decide to cancel your DVR Service or HD Access early, so long as you maintain the base level of programming. However, upon cancellation of DVR Service and/or HD Access, you are required to return the equipment used in connection with these services to DIRECTV as described in Part Two below.

PART TWO:

MONTHLY FEES FOR ADDITIONAL BOXES. There is no additional monthly fee for one box. If you have 2 boxes, the fee is \$6/mo. For the 3rd and each other box on your account, you are charged either a lease fee for rental of the box or an additional TV authorization fee of \$6/mo. per box, depending on whether you lease or own the additional boxes. Sales, use or other taxes may apply. Fees are subject to change at any time.

WARRANTY DISCLAIMER. You are responsible for the loss of, damage to or the entire cost of any necessary service or repair of the leased DIRECTV equipment. You have no right to sell, give away, transfer, pledge, mortgage, alter or tamper with the equipment. DIRECTV PROVIDES THE EQUIPMENT AS IS AND WITH ALL FAULTS. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. DIRECTV MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT PROVIDED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED UNLESS OTHERWISE PROHIBITED BY YOUR STATE'S LAW. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.

CUSTOMER SERVICE. In the event your leased equipment does not operate, please contact DIRECTV at 1-800-531-5000.

EQUIPMENT RETURN, NON-RETURN FEES. If you cease to be our customer (whether voluntarily or involuntarily), you must contact DIRECTV within 7 days of termination of your base level of programming to arrange for an equipment return kit or kits, and instructions on how to return your leased equipment (boxes, access cards and remotes). Leased equipment must be returned in good working order, normal wear and tear excepted. If we haven't received your equipment within 21 days of termination of your base level of programming, or if the equipment is returned in damaged condition, we will charge you \$45 for each standard box, \$175 for each DVR box, \$125 for each HD box, and \$250 for each HD-DVR, so please promptly attend to your equipment return. We reserve the right to charge these fees to the credit or debit card you have on file with us. If you are leasing a DVR, HD or HD-DVR box and decide to terminate DVR service or HD Access or both, as applicable, you agree to return that advanced equipment (and replace with standard box(es) if you are not terminating your base level of programming), in accordance with this paragraph or we will charge you the stated fees. Visit DIRECTV.com or call 1-800- 531-5000 for details.

ARBITRATION. You and DIRECTV agree that both parties will resolve any dispute under this ELA, the DIRECTV Customer Agreement, or regarding your DIRECTV service, through binding arbitration as fully set forth in the DIRECTV Customer Agreement.

AUTOMATIC PAYMENT REAUTHORIZATION. If you enrolled in auto-bill pay when signing up for service over the phone or through a retailer, by signing below, you confirm and reauthorize automatic payments for your DIRECTV service to the credit or debit card or bank account that you selected.

BY SIGNING I AUTHORIZE AND AGREE THAT DIRECTV MAY, AT ITS SOLE OPTION, CHARGE THE FEES DESCRIBED HEREIN. I WARRANT THAT I AM 18 YEARS OLD OR OLDER AND THAT ALL INFORMATION SUPPLIED BY OR ABOUT ME IS ACCURATE. I AGREE TO THE ABOVE TERMS AND CONDITIONS.

Customer Signature _____ Print Name _____ Date _____ SKU# ELA-0211