



## DIRECTV LODGING & INSTITUTIONS PROPERTY REGISTRATION TRANSFER APPROVAL FORM

This Property Registration Transfer Approval Form (this "Transfer Form") is provided in connection with the SMATV Dealer Agreements (each, an "Agreement") entered into separately by the SMATV Dealers listed as "Transferor" and "Transferee" below. All terms used herein and not defined shall have the meaning set forth in the respective Agreement. Under the Agreement, Transferor registered the Dealer Property set forth below (the "Transferred Property") with DIRECTV and until a transfer of registration of the Transferred Property is approved and processed by DIRECTV, Transferor remains liable to DIRECTV for all activities performed at the Transferred Property, including the payment of all programming fees paid by the Transferred Property to Transferor, if Transferor bills for DIRECTV programming. In the event Transferor wishes to cease its relationship with the Transferred Property or sell or transfer its rights to service the Transferred Property to a third party, Transferor is required to provide DIRECTV with written notice of such intent. By this Transfer Form, Transferor provides DIRECTV with notice of its intent to cease its relationship with the Transferred Property and transfer the registration of the Transferred Property to the Transferee.

In order to receive Transferor information, an open salesforce opportunity with a completed property level agreement attached will need to be provided to Commercial Contracts via email at [CommercialContracts@att.com](mailto:CommercialContracts@att.com). Please attach the completed Transfer Form to the salesforce opportunity at the property level agreement negotiation stage. In the event there is no salesforce opportunity in progress, email Commercial Contracts this completed Transfer Form.

In consideration of DIRECTV agreeing to transfer the Transferred Property, Transferor, Transferee and the Transferred Property agree to the terms and conditions of this Transfer Form, and make the respective representations and warranties below:

As of the Transfer Date set forth below, Transferor hereby disclaims any further interest in the Transferred Property and any compensation due from DIRECTV for the sale of DIRECTV programming or any other services provided at the Transferred Property. Transferor has terminated its relationship with the Transferred Property or let such relationship expire and voluntarily submits this Transfer Form.

Transferor will continue to maintain the Transferred Property and provide service consistent with past practice at the Transferred Property until DIRECTV or the Transferee is able to transition billing and collection activities for DIRECTV programming provided to the Transferred Property. Transferor will cooperate with Transferee to allow Transferee to install Transferee's equipment or other equipment required to provide service. To the extent Transferor does not remove its equipment from the Transferred Property by the Transfer Date, Transferor hereby sells, assigns, grants, transfers, and conveys to DIRECTV, all of Transferor's right, title and interest, in, to and arising out of the equipment at the Transferred Property. DIRECTV may allow Transferee or the Transferred Property to use such equipment for the receipt of DIRECTV programming.

DIRECTV reserves the right to deny the transfer of any Dealer Property below standard customer/owner satisfaction, low penetration levels, high churn, or any other reason, as determined by DIRECTV in its sole and absolute discretion.

A breach of this Transfer Form shall constitute a breach of the Agreement with Transferor or Transferee, as applicable.

Transferee must attach this Transfer Form and/or any necessary supporting documentation to an associated sales force opportunity. If there is no sales force opportunity in progress, a case should be created with Commercial Contracts. You must have ASM approval prior to emailing this Transfer Form and/or any necessary supporting documentation to the contracts team.

DIRECTV will make the requested change as well as any billing updates required to the Transferred Property's account on the Transfer Date specified by the Transferee, unless this date is revised by the approving L&I Sales Coordinator. If Transferee needs to delay the changeover, Transferee must send an email request at least 48 hours in advance to [CommercialContracts@att.com](mailto:CommercialContracts@att.com).

By execution below, the owner of the Transferred Property acknowledges its understanding of the transfer and its intent to allow Transferee to install and maintain the equipment necessary to provide DIRECTV service at the Transferred Property. The owner of the Transferred Property further represents and warrants that it has satisfied all of its obligations to Transferor and is not under a current contract with the Transferor as of the Transfer Date.

If, for some reason, the actual physical transfer does not occur on the Transfer Date specified in this Transfer Form and DIRECTV is not notified of the change in Transfer Date, it will be the responsibility of the new dealer of record to work out any billing issues with the previous dealer. DIRECTV will not make any account adjustments due to delays in physical transfers of properties.

**The Transferee is responsible for obtaining the Transferor's and the property owner's signatures on this Transfer Form. The completely executed Form must then be provided to DIRECTV prior to any equipment being removed or installed at the Transferred Property. If the Transferee contacts the Transferor to request their transfer approval and does not receive a response from the Transferor within 3 business days, the Transferee must attach the email request sent to the Transferor to the opportunity.**



# DIRECTV LODGING & INSTITUTIONS PROPERTY TRANSFER APPROVAL FORM

By signing below, all parties agree to the proposed Dealer transfer as requested:

**Customer Account Number:** \_\_\_\_\_ **Property** Texas A&M University

**Property Name:** Texas A&M University **Address** 400 Bizzell St, College Station, TX 77843

**PROPERTY OWNER APPROVAL: (please sign and print name below)**

\_\_\_\_\_ Jerry R. Strawser, Executive Vice President and CFO

E47139A38FE6483

**Transferor**

\_\_\_\_\_ Apogee Telecom \_\_\_\_\_

**Name and Title** **Signature** **Date**

(Dealer that the customer acct will be transferred from)

\_\_\_\_\_ Apogee Telecom \_\_\_\_\_

**CORP ID** **Dealer Acct#** **Dealer Name**

**Transferee**

Brian Rosenblatt, President \_\_\_\_\_ 8-13-2020

**Name and Title** **Signature** **Date**

(Dealer that the customer acct will be transferred to)

\_\_\_\_\_ University Video Services \_\_\_\_\_

**CORP ID** **Dealer Acct#** **Dealer Name**

**PROPOSED TRANSFER DATE:** September 1, 2020

**Please Provide Reasons for Transfer Request:**

RFP award.

\_\_\_\_\_

\_\_\_\_\_

# 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: \_\_\_\_\_

## PROPERTY INFORMATION

Property Name: \_\_\_\_\_

Property Owner/Manager Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: 979-845-0099

Contact Name for Installation: \_\_\_\_\_ Installation Contact Phone: \_\_\_\_\_

Contact Email for Installation: \_\_\_\_\_ Equipment Type: \_\_\_\_\_

Billing Contact Name:\* \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_ Billing Contact Phone: \_\_\_\_\_

\*Not required if billing under third-party dealer

Who is Property's current video provider? \_\_\_\_\_

Business Type\*:

Chain/Brand\*:

\*If incomplete or incorrect, contract will be rejected

ABS Lead Seller ATTUID (if applicable): \_\_\_\_\_

## DEALER INFORMATION

Dealer: \_\_\_\_\_

Dealer ID: \_\_\_\_\_ Dealer Contact Name: \_\_\_\_\_

Dealer Email: \_\_\_\_\_ Dealer Phone: \_\_\_\_\_

By checking this box Dealer requests to add this account to the following Master Bill Account Number: \_\_\_\_\_  
(applicable only to third-party billing dealers with existing Master Bills)

Please check appropriate boxes

### Agreement Types:

- Hospitality Agreement
- Institutions Agreement
- University Agreement

### Additional Required Information:

- Hospitality & Institutions Receiver List  
(Excel format required)
- Print Customer's name and person signing's  
name and title
- Customer signature

### Additional/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 MyCSP.

# 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: 8/21/20

## PROPERTY INFORMATION

Property Name: Texas A&M University

Property Owner/Manager Contact Name: Chris Norton

Email: chris.norton@tamu.edu Phone: 9794585454

Contact Name for Installation: Chris Norton Installation Contact Phone: 9794585454

Contact Email for Installation: chris.norton@tamu.edu

Billing Contact Name:\*

Billing Contact Email: Billing Contact Phone:

\*Not required if billing under third-party dealer

Who is Property's current video provider? DirecTV

Brand Name/Type\*: Higher Education Brand Code: N/A

Chain Name: N/A Chain Code: N/A

\*If incomplete or incorrect, contract will be rejected

## DEALER INFORMATION

Dealer: University Video Services

Dealer ID: Dealer Contact Name: Brian Rosenblatt

Dealer Email: Brian@universityvideoservices.com Dealer Phone: 7144773496

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 MyCSP.

**DIRECTV TERMS OF SERVICE FOR COLLEGES & UNIVERSITIES**

THESE DIRECTV TERMS OF SERVICE FOR COLLEGES & UNIVERSITIES, TOGETHER WITH THE H&I TERMS AND CONDITIONS (AS DEFINED BELOW), (THE "SERVICE TERMS") DESCRIBE THE TERMS AND CONDITIONS OF CUSTOMER'S RECEIPT OF SERVICE, WHETHER PROVIDED TO CUSTOMER DIRECTLY BY DIRECTV OR INDIRECTLY THROUGH ONE OF DIRECTV'S AUTHORIZED SALES AGENTS (AN "AUTHORIZED RETAILER"). BY AGREEING TO THESE SERVICE TERMS, CUSTOMER IS ESTABLISHING A DIRECT RELATIONSHIP WITH DIRECTV. THIS PROVIDES CUSTOMER WITH THE ABILITY TO RECEIVE SERVICE EVEN IF CUSTOMER NO LONGER HAS A RELATIONSHIP WITH THE AUTHORIZED RETAILER AND EVEN IF DIRECTV'S RELATIONSHIP WITH THE AUTHORIZED RETAILER ENDS.

The Hospitality and Institutions General Terms and Conditions (the "H&I Terms and Conditions") made available at [https://att.com/legal/terms\\_dtv\\_hospitalityinstitutionsTerms.html](https://att.com/legal/terms_dtv_hospitalityinstitutionsTerms.html), as updated from time to time by DIRECTV, are integrated into and made a part of these Service Terms. Terms not defined herein are defined in the H&I Terms and Conditions. To the extent of any specific conflict with the H&I Terms and Conditions, these Service Terms will control.

DIRECTV, either directly or indirectly through an Authorized Retailer, provides satellite entertainment programming and services, including, for certain installations, associated DTV Receiving Equipment ("Service" or "Services"), to qualifying college or university dormitories, student housing and other approved campus locations approved by DIRECTV ("School Establishment" or "Establishment"). As used herein, "DIRECTV" means DIRECTV, LLC, and "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. Services must be provided by Customer 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, remote controls and Distribution Equipment (referred to collectively as "DTV Receiving Equipment") are required to view the Service, which may be in addition to other hardware and software from Customer's Authorized Retailer. "Distribution Equipment" consists of a D2 Advantage™ distribution system, providing DIRECTV signal to the following system types: (a) COM, (b) DIRECTV Residential Experience (DRE), (c) Receiver-Less HD, or (d) Receiver-Less HD Plus. Access Cards (as defined in the H&I Terms and Conditions) are not included as DTV Receiving Equipment. In order to receive the Services, DIRECTV requires Customer's Establishment to have 100% HD DTV Receiving Equipment.

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

**AUTHORIZED RETAILER BILLING: IF CUSTOMER HAS MADE ARRANGEMENTS WITH ITS AUTHORIZED RETAILER TO BILL AND COLLECT FOR SERVICE, CUSTOMER UNDERSTANDS THAT THE AUTHORIZED RETAILER'S BILLING AUTHORITY IS SUBJECT TO THE APPROVAL OF DIRECTV, AND CUSTOMER FURTHER AGREES TO THE FOLLOWING ADDITIONAL BILLING TERMS AND CONDITIONS:**

Please use the contact information provided on Customer's bill from its Authorized Retailer for any questions about its bill. DIRECTV will bill and collect from such Authorized Retailer for the Service and Customer shall pay such Authorized Retailer directly for the Service. If, however, DIRECTV informs Customer that the Authorized Retailer is no longer authorized by DIRECTV to bill and collect for the Service, or the Authorized Retailer has ceased or failed to pay DIRECTV when due, or the Authorized Retailer is insolvent or unable to pay its debts in the ordinary course, then DIRECTV may commence billing and collection directly with Customer and Customer shall pay DIRECTV for Service in accordance with these Service Terms. If any of the foregoing occur, Customer is obligated to DIRECTV for payment of the Service from and after the earlier of (i) the date Customer learn of the Authorized Retailer's cessation or failure of payment, (ii) the date DIRECTV notifies Customer that the Authorized Retailer is no longer authorized to perform billing activities, or (iii) Authorized Retailer's insolvency or inability to pay its debts in the ordinary course.

**CA Establishments Only: CA State WARNING:** Products ordered can expose Customer to chemicals known to cause cancer &/or reproductive harm. See: [att.com/Prop65](http://att.com/Prop65)

**CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE SERVICE TERMS, INCLUDING THE H&I TERMS AND CONDITIONS. THESE SERVICE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. IF CUSTOMER RECEIVES A SUBSIDY AMOUNT AS PART OF ITS SUBSCRIPTION AND CUSTOMER DOES NOT COMPLETE ITS COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

Legal Name of Customer: Texas A&M University  
 Operating Name: Texas A&M University  
 Date: 8/18/2020 | 16:10:11 CDT  
 Phone: 979-845-0099

Name of Person Signing: Jerry R. Strawser  
 Print Title: Executive Vice President and CFO  
 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 THE H&I TERMS AND CONDITIONS, AND THAT THE INFORMATION PROVIDED HEREIN IS, TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, COMPLETE AND ACCURATE, AND THAT THE UNDERSIGNED HAS VERIFIED THE ACCURACY OF THE INFORMATION BY PERSONALLY VISITING THE ESTABLISHMENT.**

Legal Name of Authorized Retailer: University Video Services  
 Operating Name: UVS  
 Date: 4-13-2020 | 16:10:11 CDT  
 Phone: 714-477-3496

Name of Person Signing: Brian Rosenblatt  
 Print Title: President  
 Signature: \_\_\_\_\_

**UNIT CERTIFICATION - PLEASE COMPLETE THE BELOW UNIT SCHEDULE. BY SIGNING ABOVE, 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 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 <sup>(1)</sup> :
----------------------	-------------------------------------------	------------------------------

<sup>(1)</sup>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 each be added to the Unit count if each room has five (5) or fewer TVs (Fitness Centers with Precor TV-enabled systems can have up to ten (10) TVs).

ESTABLISHMENT AND AUTHORIZED RETAILER INFORMATION		
DIRECTV Account Number: 44416692		Bill to: <input type="checkbox"/> Physical Address <input type="checkbox"/> Mailing Address <input checked="" type="checkbox"/> Authorized Retailer Billing
Establishment Equipment Type: <input type="checkbox"/> DRE Basic <input type="checkbox"/> DRE Plus <input checked="" type="checkbox"/> Other:		Unit Count:
Full Legal Name of Customer: Texas A&M University		
Establishment Name: Texas A&M University		
Brand Affiliation (if any):		
Physical Address: 400 Bizzell St, College Station, TX 77843		Contact at Establishment: Chris Norton
Contact Email: Chris.Norton@Tamu.edu		Establishment Phone Number: (979) 845-3211
Mailing Address (if different):		Contact at Mailing Address:
Contact Email:		Mailing Address Phone Number:
Legal Structure of Customer: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Government <input checked="" type="checkbox"/> Other: Public University		
State of organization (incorporation, principal place of business, state of principal residence): TX		
Federal Tax ID:		Tax Exempt: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Retailer Name: University Video Services	Authorized Retailer Corp ID:	Authorized Retailer Number: 1785860
DIRECTV INFORMATION		
Customer may contact DIRECTV 24 hours a day by calling the DIRECTV Business Service Center at 1-800-388-2505, sending DIRECTV an e-mail at <a href="mailto:commercialcontracts@att.com">commercialcontracts@att.com</a> or writing DIRECTV (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 25392, Miami, FL 33102-5392 or for payments - DIRECTV, LLC, H&I Account Payments, P.O. Box 105249, Atlanta, GA 30348-5249).		

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 DIRECTV Commercial Hospitality and Institutions Rate Card, as amended from time to time by DIRECTV ("Rate Card"). Use the per Unit price corresponding to the number of Units. Pricing listed below is per month.											
PACKAGE/SERVICE	UNIT PRICE	PACKAGE/SERVICE	UNIT PRICE	PACKAGE/SERVICE	UNIT PRICE						
<input type="checkbox"/> XTRA	\$12.74	<input type="checkbox"/> Entertainment Bridge Pack <sup>(3)</sup>	\$0.37	<input type="checkbox"/> STAYCAST Casting Solution <sup>(5)</sup>	\$2.00						
<input type="checkbox"/> ENTERTAINMENT	\$4.35	<input type="checkbox"/> HBO Package	\$2.75	<input type="checkbox"/> Advanced Entertainment Platform	\$2.00						
<input type="checkbox"/> SELECT	\$6.25	<input type="checkbox"/> HBO and Cinemax Package	\$2.75	<input type="checkbox"/> Other:	\$ _____						
<input type="checkbox"/> FAMILY	\$2.99	<input type="checkbox"/> SHOWTIME Package	\$2.50	<input type="checkbox"/> Other:	\$ _____						
<input type="checkbox"/> Local Channels <sup>(1)</sup>	\$0.90	<input type="checkbox"/> STARZ ENCORE Super Pack	\$1.75	<input type="checkbox"/> Other:	\$ _____						
<input type="checkbox"/> HD Access Fee <sup>(2)</sup>	\$1.35	<input type="checkbox"/> STARZ ENCORE <sup>(4)</sup>	\$ _____	<input type="checkbox"/> Other:	\$ _____						
<p>Charges must be based on 100% of the Units at all times. Pricing does not include taxes. Customer is responsible for taxes. Refer to Customer's 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.</p> <p><sup>(1)</sup>Customers with Local Channels on account prior to 2/7/2013 have the option to maintain the flat rate Local Channel price, which as of 1/19/2020 is \$186.99. For monthly total calculation, either include per unit Local Channels rate or flat rate, depending on Customer. Applicable only for existing Customers with such programming.</p> <p><sup>(2)</sup>HD Access Fee charge applies to the Free Equipment and \$80 Subsidy Offers. Customers with the No Commitment Offer must pay the HD Access Fee charge to view HD programming. HD Access Fee is included at no additional cost for the \$40 Subsidy and \$20 Subsidy Offers.</p> <p><sup>(3)</sup>Only available if Customer also subscribes to the Entertainment base package.</p> <p><sup>(4)</sup>See Rate Card for price.</p> <p><sup>(5)</sup>If Customer selects the STAYCAST Casting Solution, Customer must also sign and agree to the DIRECTV STAYCAST Casting Solution Addendum.</p> <p><sup>(6)</sup>If Customer uses DRE equipment, Customer must pay a "DRE Software Fee" of \$0.50 per receiver for all active receivers. Indicate the number of DRE receivers to the right.</p> <p><sup>(7)</sup>DRE Customers with DVR-enabled DTV Receiving Equipment will be charged a DVR Property Service Fee.</p> <p><sup>(8)</sup>DIRECTV will charge a Small Property Fee if Customer has fewer than 20 Units.</p> <p><sup>(9)</sup>If Customer selects additional services offered on the DIRECTV Additional Services Addendum (the "Addendum"), enter the Monthly Total from the Addendum.</p>					Unit Price Subtotal:	\$ _____					
										Number of Units:	_____
										Monthly Unit Price Total:	\$ _____
										<input type="checkbox"/> Local Channels (\$186.99) <sup>(1)</sup>	\$ _____
										<input type="checkbox"/> DRE Software Fee <sup>(6)</sup> Number of Receivers _____	\$ _____
										<input type="checkbox"/> DVR Property Service Fee (\$50.00) <sup>(7)</sup>	\$ _____
										<input type="checkbox"/> Small Property Fee (\$25.99) <sup>(8)</sup>	\$ _____
										Monthly Establishment Fees Total:	\$ _____
										Monthly Total from the Addendum <sup>(9)</sup> :	\$ _____
										<b>MONTHLY GRAND TOTAL:</b>	\$ _____

**DIRECTV SUBSIDY AMOUNT TERMS AND CONDITIONS**

These DIRECTV Subsidy Amount Terms and Conditions set forth additional terms and conditions that apply if Customer receives from DIRECTV a Subsidy Amount (as defined below) in connection with its 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 that can provide the Service to its Establishment. Customer agrees to subscribe to the Required Channels and pay the appropriate programming fees for a period of not less than the number of months listed below from the date of activation for the Offer Customer selects (the "Commitment Period").

**CUSTOMER MUST INITIAL ONE OF THE OFFERS BELOW. IF CUSTOMER DOES NOT WISH TO BE SUBJECT TO A COMMITMENT PERIOD, INITIAL THE "NO COMMITMENT" OFFER. IF CUSTOMER WISHES TO RECEIVE A SUBSIDY AMOUNT, INITIAL ONE OF THE OTHER OFFERS LISTED BELOW. CUSTOMER MUST SUBSCRIBE TO THE REQUIRED CHANNELS FOR THE OFFER CUSTOMER INITIALS.**

Initial One	"Offer"	"Required Channels"	"Unit Minimum"	"Required DTV Receiving Equipment"	"Subsidy Amount" (per Unit or per Establishment)	"Subsidy Total"	"Commitment Period" (from date of activation)
<b>SUBSIDY PROGRAMS</b>							
<b>84 MONTH SUBSIDY PROGRAMS</b>							
	Free Equipment (COM & AEP)	<ul style="list-style-type: none"> <li>Entertainment or above</li> <li>Local Channels</li> <li>HD Access Fee</li> <li>Advanced Entertainment Platform (AEP)</li> </ul>	100 Units <sup>(1)</sup>	<ul style="list-style-type: none"> <li>HD COM &amp; AEP android set top boxes; or</li> <li>COM with NTSC-8 &amp; AEP android set top boxes</li> </ul>	Cost of Required DTV Receiving Equipment, up to \$19,500 per Establishment	Cost of Required DTV Receiving Equipment, up to \$19,500 <sup>(2)</sup>	84 months
	Free Equipment (COM)	<ul style="list-style-type: none"> <li>Select or above</li> <li>Local Channels</li> <li>HD Access Fee</li> </ul>	75 Units <sup>(1)</sup>	<ul style="list-style-type: none"> <li>HD COM; or</li> <li>COM with NTSC-8; or</li> <li>Receiver-Less HD<sup>(3)</sup>; or</li> <li>Receiver-Less HD Plus<sup>(3)</sup></li> </ul>	Cost of Required DTV Receiving Equipment, up to \$10,500 per Establishment	Cost of Required DTV Receiving Equipment, up to \$10,500 <sup>(2)</sup>	84 months
	Free Equipment (DRE)	<ul style="list-style-type: none"> <li>Select or above</li> <li>Local Channels</li> <li>HD Access Fee</li> <li>DRE Software Fee</li> </ul>	50 Units <sup>(1)</sup>	<ul style="list-style-type: none"> <li>DRE Basic; or</li> <li>DRE Plus</li> </ul>	Cost of Required DTV Receiving Equipment, up to \$10,500 per Establishment	Cost of Required DTV Receiving Equipment, up to \$10,500 <sup>(2)</sup>	84 months
<b>60 MONTH SUBSIDY PROGRAMS</b>							
	\$80 Subsidy (COM)	<ul style="list-style-type: none"> <li>Select or above</li> <li>Local Channels</li> <li>HD Access Fee</li> </ul>	75 Units <sup>(1)</sup>	<ul style="list-style-type: none"> <li>HD COM; or</li> <li>COM with NTSC-8; or</li> <li>Receiver-Less HD<sup>(3)</sup>; or</li> <li>Receiver-Less HD Plus<sup>(3)</sup></li> </ul>	\$80.00 per Unit; up to 120 Units	\$80.00 x _____ = \$ _____ <sup>(4)</sup>	60 months
	\$80 Subsidy (DRE)	<ul style="list-style-type: none"> <li>Select or above</li> <li>Local Channels</li> <li>HD Access Fee</li> <li>DRE Software Fee</li> </ul>	50 Units <sup>(1)</sup>	<ul style="list-style-type: none"> <li>DRE Basic; or</li> <li>DRE Plus</li> </ul>	\$80.00 per Unit; up to 120 Units	\$80.00 x _____ = \$ _____ <sup>(4)</sup>	60 months
	\$40 Subsidy	<ul style="list-style-type: none"> <li>Select or above</li> <li>Local Channels</li> <li>HD Access Fee (\$0 service)</li> </ul>	20 Units <sup>(6)</sup>	<ul style="list-style-type: none"> <li>HD COM; or</li> <li>COM with NTSC-8; or</li> <li>Receiver-Less HD<sup>(3)</sup>; or</li> <li>Receiver-Less HD Plus<sup>(3)</sup></li> <li>DRE Basic<sup>(5)</sup>; or</li> <li>DRE Plus<sup>(5)</sup></li> </ul>	\$40.00 per Unit	\$40.00 x _____ = \$ _____	60 months
<b>36 MONTH SUBSIDY PROGRAM</b>							
	\$20 Subsidy	<ul style="list-style-type: none"> <li>Select or above</li> <li>Local Channels</li> <li>HD Access Fee (\$0 service)</li> </ul>	20 Units <sup>(6)</sup>	<ul style="list-style-type: none"> <li>HD COM; or</li> <li>COM with NTSC-8; or</li> <li>Receiver-Less HD<sup>(3)</sup>; or</li> <li>Receiver-Less HD Plus<sup>(3)</sup></li> <li>DRE Basic<sup>(5)</sup>; or</li> <li>DRE Plus<sup>(5)</sup></li> </ul>	\$20.00 per Unit	\$20.00 x _____ = \$ _____	36 months
<b>NO DISCOUNT</b>							
	No Commitment	Any Base Package	None	<ul style="list-style-type: none"> <li>Any DIRECTV approved</li> <li>HD DTV Receiving Equipment</li> </ul>	None	None	None

<sup>(1)</sup>Customer is only eligible to receive a Subsidy Amount if the Establishment meets the Unit Minimum requirement.

<sup>(2)</sup>All additional DTV Receiving Equipment above the Subsidy Total (whether requested by Customer or required to complete the installation for all Units) shall be purchased by Customer from its Equipment Provider and paid for by Customer.

<sup>(3)</sup>If Customer selects Receiver-Less HD or Receiver-Less HD Plus, Customer may not subscribe to any of the following Qualifying Premium Services: HBO Package, HBO and Cinemax Package, SHOWTIME Package, STARZ ENCORE Super Pack, or STARZ ENCORE.

<sup>(4)</sup>Subsidy Total cannot exceed \$9,600.

<sup>(5)</sup>If Customer uses DRE equipment, Customer must pay a DRE Software Fee.

<sup>(6)</sup>Customer is only eligible to receive a Subsidy Amount if (i) the Establishment meets the Unit Minimum requirement or (ii) Customer pays the Small Property Fee.

CUSTOMER UNDERSTANDS AND AGREES THAT IT IS ONLY ELIGIBLE TO RECEIVE THE SUBSIDY AMOUNT IF IT APPLIES IT TO DTV RECEIVING EQUIPMENT PURCHASED OR LEASED AFTER THE DATE OF THESE SERVICE TERMS. IF CUSTOMER IS ELIGIBLE TO RECEIVE A SUBSIDY AMOUNT, DIRECTV WILL PAY THE SUBSIDY AMOUNT DIRECTLY TO CUSTOMER'S EQUIPMENT PROVIDER FOLLOWING ACTIVATION OF THE REQUIRED CHANNELS. IF CUSTOMER DOES NOT COMPLETE ITS COMMITMENT PERIOD, CUSTOMER MUST REIMBURSE DIRECTV FOR THE SUBSIDY AMOUNT THAT DIRECTV PAID TO ITS EQUIPMENT PROVIDER.

If Customer fails to maintain its subscription to the Required Channels and pay the appropriate programming fees for the Required Channels for the entire Commitment Period, in addition to any other early cancellation fees set forth in these Service Terms, Customer will pay an early cancellation fee equal to (i) \$232.14 multiplied by the number of months left in the Commitment Period with subscription to the Free Equipment (COM & AEP) Offer, (ii) \$125 multiplied by the number of months left in the Commitment Period with subscription to the Free Equipment (COM) & (DRE) Offers, (iii) \$80 per Unit, up to 120 Units, multiplied by the number of months left in the Commitment Period with subscription to the \$80 Subsidy Offers, (iv) \$40 per Unit multiplied by the number of months left in the Commitment Period with subscription to the \$40 Subsidy Offer, or (v) \$20 per Unit multiplied by the number of months left in the Commitment Period with subscription to the \$20 Subsidy Offer. Payment of the early cancellation fee is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If Customer fails to make payment, DIRECTV may pursue legal remedies against Customer for and receive the total amount due.

#### GENERAL TERMS

SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE RATE CARD, WHICH MEANS ALL PRICES CONTAINED IN THESE SERVICE TERMS ARE SUBJECT TO CHANGE EVEN THOUGH CUSTOMER IS AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL PER UNIT RATE FOR THE CHANNELS WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES.

**Discounts.** If Customer receives a programming discount but fails to maintain the subscription level required to receive such discount, Customer will be charged the undiscounted per Unit rate in effect.

**Equipment Installation and Maintenance.** Customer shall arrange with an Authorized Retailer for the timely delivery and installation of the DTV Receiving Equipment to its Establishment. As between DIRECTV and Customer, Customer shall be solely responsible for any and all costs associated with the installation and maintenance of the DTV Receiving Equipment. Customer agrees that DIRECTV is not responsible to provide the installation, maintenance or service on the DTV Receiving Equipment, and any claims about installation, maintenance, service or breach of warranty will not eliminate its obligation to complete the Commitment Period. Customer, at its own expense, shall provide and maintain for each item of DTV Receiving Equipment, insurance against loss, theft and damage in an insured amount equal to the full replacement value of such item of DTV Receiving Equipment.

**Warranty Limitations and Spares.** CUSTOMER UNDERSTANDS THAT ALL WARRANTY CLAIMS FOR THE DTV RECEIVING EQUIPMENT MUST BE HANDLED BETWEEN CUSTOMER AND THE EQUIPMENT PROVIDER. DIRECTV MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DTV RECEIVING EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR SUBSIDY AMOUNT. Please contact Customer's Equipment Provider for specific warranty details.

**Protection and Ownership of Equipment.** Customer shall have no right to sell, give away, transfer, remove or relocate the DTV Receiving Equipment at any time during the Commitment Period without DIRECTV's prior written consent. Both parties intend that these Service Terms shall inure to the benefit of their respective assigns, transferees, successors-in-interest, secured parties and collateral assignees, and that they shall continue in full force and effect after any sale of the Establishment and be binding on all subsequent owners. Customer shall provide DIRECTV with written notice of any proposed sale, transfer or conveyance of the Establishment at least thirty (30) days prior to the scheduled closing.

**Advanced Entertainment Platform.** If Customer selects HD COM Distribution Equipment, Customer is eligible to receive the Advanced Entertainment Platform, provided Customer (i) subscribes to Entertainment or XTRA base programming package, (ii) purchases or leases an android set top box for each television in all Units from its Equipment Provider, (iii) connects the android set top box to the Establishment's broadband via its Ethernet or Wi-Fi, (iv) has a minimum WAN bandwidth into the Establishment of 25 Megabits per second per 100 Units and (v) meets any additional technological specifications required for compatibility with the Advanced Entertainment Platform. Customer is not required to subscribe to any additional Qualifying Premium Services (i.e. HBO Package, HBO and Cinemax Package, SHOWTIME Package, STARZ ENCORE Super Pack or STARZ ENCORE) to receive Qualifying Premium Services available through the Advanced Entertainment Platform. DIRECTV may, from time to time, change, add or remove programming or features from the Advanced Entertainment Platform, or change the service fees related thereto.

#### CONTENT PROTECTION.

If Customer selects Receiver-Less HD Plus Distribution Equipment, Customer and Authorized Retailer agree to abide by these "**Content Protection Terms.**" These Content Protection Terms relate to Customer's and Authorized Retailer's obligations to maintain content protection of the Service at Customer's Establishment. The Service must be protected at the Establishment using Receiver-Less HD Plus, which provides continual protection from the digital output of the DTV Receiving Equipment to the display devices where the Service is viewed. The Service may not leave the digital output of the DTV Receiving Equipment unprotected.

**Covenants, Representations and Warranties.** Customer and Authorized Retailer represent and warrant that (i) the Distribution Equipment and network is protected by an up-to-date and monitored, enterprise-level security solution, (ii) the Service is only distributed locally through the Distribution Equipment and network, (iii) the Service will not cross any public rights of way or leave the local network for others to view in any format, (iv) they will comply with the required DIRECTV content distribution transmission specifications and broadcast protocols, (v) they will protect against unauthorized external access to the Distribution Equipment and Service, and prevent any recording or piracy by employees or others with access to the Distribution Equipment, (vi) they will report to DIRECTV any theft, piracy, copying, rebroadcast, retransmission or any other attempt to distribute the Service in violation of these Content Protection Terms, and (vii) they will reasonably cooperate with DIRECTV and its program providers to investigate, stop, and prevent activity that violates these Content Protection Terms. DIRECTV and any programming provider may prosecute violations of these terms against Customer, Authorized Retailer, and other responsible parties, in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

**Future Restrictions.** DIRECTV program providers may request additional restrictions from time to time, and as these requests are made, DIRECTV will notify Customer of such requirements. If Customer is unable or unwilling to comply, DIRECTV may terminate Customer's Service.

**Inspection.** In addition to the inspection rights under the H&I Terms and Conditions, if DIRECTV reasonably determines that Customer or Authorized Retailer are not complying with the obligations in these Content Protection Technology Terms and Conditions, DIRECTV may immediately deactivate the Service, terminate the Authorized Retailer's agreement with DIRECTV, or both. If Service is deactivated, Customer is responsible for payment of all outstanding balances accrued through the date of deactivation, in addition to the indemnification obligations described below.

**Indemnification.** IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS UNDER THE H&I TERMS AND CONDITIONS, CUSTOMER AND AUTHORIZED RETAILER AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIM BY ANY PROGRAM PROVIDER FOR ANY THEFT, PIRACY, COPYING, REBROADCAST, RETRANSMISSION OR ANY OTHER ATTEMPT TO DISTRIBUTE THE SERVICE IN VIOLATION OF THESE CONTENT PROTECTION TERMS.

## TEXAS A&M UNIVERSITY ADDENDUM

This Addendum amends and supplements the DIRECTV Access Card License Agreement (“Access Card Agreement”), DIRECTV Terms of Service for Hospitality & Institution Establishments (H&I Terms and Conditions”), and DirectTV Terms of Service for Colleges & Universities (“Colleges & Universities Agreement”) (collectively referred to as “the Agreement”), to which it is attached involving Texas A&M University, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas (referred to as “Texas A&M” or “Customer”), DIRECTV, LLC (“DIRECTV”), and University Video Services, Inc. (“UVS”). DIRECTV and UVS are collectively referred to as “Provider.” All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M is entering into the Agreement as a member of The Texas A&M University System, an agency of the State of Texas. Additionally, UVS is a DIRECTV registered dealer.
2. Texas A&M agrees to the **Disclaimer of Warranties and Limitations of Liabilities** section of the Access Card Agreement to the extent permitted by the Constitution and laws of the State of Texas.
3. The last sentence of Section 1(e) of the H&I Terms and Conditions is revised to read as follows: “DIRECTV may include Texas A&M’s name on a routine client list but may not use Texas A&M’s name directly or indirectly to imply endorsement of DIRECTV’s product(s). DIRECTV acknowledges that any use of Texas A&M’s marks, names, or logos must be preapproved by Texas A&M’s Office of Business Development.”
4. Section 4(b) of the H&I Terms and Conditions is deleted in entirety.
5. Texas A&M agrees to the fourth sentence of Section 4(d) of the H&I Terms and Conditions to the extent permitted by the Constitution and laws of the State of Texas.
6. The first sentence of Section 5 of the H&I Terms and Conditions is deleted in entirety.
7. The following is added after the second sentence in Section 6(a) of the H&I Terms and Conditions: “Texas A&M agrees to these terms to the extent permitted by the Constitution and laws of the State of Texas.”
8. Texas A&M agrees to the last sentence of Section 6(b) and Sections 7(b) and 7(d) of the H&I Terms and Conditions to the extent permitted by the Constitution and the laws of the State of Texas.
9. Section 8 of the H&I Terms and Conditions is deleted in entirety.
10. The first sentence of Section 9(d) of the H&I Terms and Conditions is revised to read as follows: “These H&I Terms and Conditions and any lease, activation, programming, or other service commitment agreement that you entered into with DIRECTV in connection with obtaining Service and Texas A&M’s Addendum constitute the entire agreement between you and DIRECTV.”

11. Texas A&M agrees to the **Warranty Limitations and Spares** section of the Colleges and Universities Agreement to the extent permitted by the Constitution and laws of the State of Texas.
12. Texas A&M agrees to the **Indemnification** section of the Colleges and Universities Agreement to the extent permitted by the Constitution and laws of the State of Texas.
13. Where “represent and warrant” or “represents and warrants” appear throughout the Agreement, the word “warrant” or “warrants” shall be removed.
14. The following language is added to the Agreement:

**Term.** The initial term of this Agreement shall begin on the proposed transfer date from the executed property transfer approval form and continue for three (3) years (“Term”). The Term may be renewed for up to two (2) additional years, one (1) year at a time.

**Tax Exemption.** As an agency of the State of Texas, Texas A&M is tax exempt. Texas A&M will provide a tax exemption statement upon request.

**Prompt Payment.** Payment from Texas A&M will be due thirty (30) days from the date Texas A&M receives an invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Prohibited Bids and Agreements.** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

**Public Information.** Provider acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M’s written request, Provider will promptly provide specified

contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M. Provider acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County, Texas.

**Force Majeure.** Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

**Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

**Conflict of Interest.** By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge

and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**Access by Individuals with Disabilities.** Provider represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Texas A&M under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent Provider becomes aware that the EIRs, or any portion thereof, do not comply then Provider represents and warrants that it will, at no cost to Texas A&M, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

**Certification Regarding Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Provider certifies Provider is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Prohibition on Contracts Related to Persons Involved in Human Trafficking.** A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

**Not Eligible for Rehire.** Provider is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

**Loss of Funding.** Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Provider and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Texas A&M.

**State Auditor’s Office.** Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Provider agrees to cooperate with the Auditor in the conduct of the

audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

**Non-Waiver.** Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**Independent Contractor.** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

**Representations & Warranties.** If Provider is a business entity, Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Provider has been duly authorized to act for and bind Provider.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M:                    Texas A&M University  
                                         Telecommunications  
                                         3142 TAMU  
                                         College Station, TX 77843-3142  
                                         Attention: Christopher Norton  
                                         Phone: 979-458-5454  
                                         E-mail: [chris.norton@tamu.edu](mailto:chris.norton@tamu.edu)

With a copy to:            Texas A&M University  
                                         Department of Contract Administration  
                                         1182 TAMU  
                                         College Station, TX 77843-1182  
                                         Attention: Executive Director  
                                         Phone: (979) 845-0099  
                                         Fax: (979) 862-7130  
                                         Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

Provider:                    University Video Services, Inc.  
                                         10390 Commerce Center Dr., Suite C-260  
                                         Rancho Cucamonga, CA 91730  
                                         Attention: Brian Rosenblatt  
                                         Telephone: (714) 477-3496

Email: [brian@universityvideoservices.com](mailto:brian@universityvideoservices.com)

**Provider Insurance.** Provider shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M. By requiring such minimum insurance, Texas A&M shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this Agreement. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M at least ten (10) days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker's Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

<b>B. <u>Automobile Liability</u></b>	
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;	
<b>C. <u>Commercial General Liability</u></b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Provider's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insured's.

D. Provider will deliver to Texas A&M:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability, will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Provider. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any required insurance policy.

Any deductible or self-insured retention must be declared to and approved by Texas A&M prior to the performance of any services by Provider under this Agreement. Provider is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M contact:

Department of Contract Administration  
Texas A&M University  
1182 TAMU  
College Station, Texas 77843-1182  
Facsimile: (979) 862-7130  
Email: [contracts@tamu.edu](mailto:contracts@tamu.edu)

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M in writing.

- 15. Should any services provided by Provider pursuant to the Agreement become unavailable during the Term, Texas A&M reserves the right to renegotiate items, pricing, and any related terms and conditions for such discontinued services with Provider.

ACCEPTED & AGREED:

UNIVERSITY VIDEO SERVICES, INC.

TEXAS A&M UNIVERSITY

Signature: Brian Rosenblatt  
Name: Brian Rosenblatt  
Title: President  
Date: 8-13-2020

DocuSigned by:  
E47139A38FE6463...  
Signature  
Name: Jerry R. Strawser  
Title: Executive Vice President and CFO  
Date: 8/18/2020 | 16:10:11 CDT