

DIRECTV EQUIPMENT LEASE AGREEMENT

Thanks for choosing DIRECTV! This 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 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.

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: New customers: 24 consecutive months, Existing customers: 24 consecutive months for DVR, HD and/or HD-DVR boxes, or 12 consecutive months for standard boxes.**

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. The maximum fee is \$480 for new customers, \$480 for existing customers with DVR, HD and/or HD-DVR boxes, or \$240 for existing customers with only standard 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.