

MDU AGREEMENT FOR DIRECTV STREAM BULK SERVICE

THIS MDU AGREEMENT FOR DIRECTV STREAM BULK SERVICE (“**Agreement**”) is made and entered into as of the LATEST DATE SET FORTH BELOW THE SIGNATURES (“**Effective Date**”), by and between ProComm Solutions, LLC (“**Dealer**”), and Grand Panama Beach Resort Condominium Association, Inc. (“**Owner**”).

DIRECTV, which is not a party to this Agreement, distributes a bulk streaming video service and associated content, features and applications marketed as “DIRECTV STREAM Bulk Service” (“**Service**”) to residents residing in apartment buildings, condominium complexes, private student housing, townhouse communities, master planned communities and other buildings determined to be multiple dwelling units by DIRECTV (each, an “**MDU Property**” and collectively, “**MDU Properties**”); and

Dealer is an independent contractor authorized by DIRECTV to market, promote, sell, solicit and take orders for the Service available on a bulk basis and facilitate MDU Property residents to place orders for the Service on terms and conditions established by DIRECTV; and

Owner owns, manages, controls and/or is the authorized HOA representative of the property consisting of 298 residential units (“**Units**”), 11800 Front Beach Rd. Panama City Beach, FL 32407 (“**Property**”) and desires to permit Dealer to market, promote, sell, solicit and take orders for the Service and facilitate residents to place orders for the Service.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. GRANT OF RIGHTS.** Owner grants to Dealer a right to market, promote, sell, solicit, place and take orders for the Service to residents of the Property (“**Residents**”) and allow Residents to place orders for the DIRECTV STREAM Bulk Programming Packages and A la Carte Upgrade Packages. DIRECTV reserves the right to modify the content, features, programming, packaging or pricing (as identified in the DIRECTV Bulk Property Registration Agreement) of the Service, including the available app, from time to time in its sole discretion. “DIRECTV STREAM Bulk Programming Packages” means the programming packages and other programming distributed or made available by DIRECTV or its DIRECTV Affiliates now or in the future. DIRECTV STREAM Bulk Programming Packages includes DIRECTV STREAM Bulk Programming Packages and the A la Carte Upgrade Packages. Outlet/mirroring/lease fees, Pay-Per-View, season sports subscriptions, and cloud DVR Service are included in the definition of DIRECTV STREAM Bulk Programming Packages. For the avoidance of doubt, “DIRECTV STREAM Bulk Programming Packages” do not include video programming delivered via satellite, warranties, hardware or equipment fees, the cost of tangible products purchased by DIRECTV STREAM Bulk Subscribers, video-on-demand fees, game services, interactive services, late fees, early termination fees, non-recovered box fees, protection plans, installation, service and repair, shipping, downgrade, ordering fees, re-connect fees or other similar fees. “A la Carte Upgrade Packages” means the individual DIRECTV STREAM subscriber programming upgrade packages which can be obtained on an a la carte basis by DIRECTV STREAM Bulk subscribers who receive a DIRECTV STREAM Bulk Programming Package.
- 2. DIRECTV STREAM Bulk Service.** Owner understands that Dealer is an independent contractor authorized to sell the Service. Dealer is not entering into this Agreement on behalf of or as an agent for DIRECTV. DIRECTV is not responsible for any act or omission of Dealer hereunder. Notwithstanding the foregoing, in consideration for good and valuable consideration and in consideration for the benefits conferred upon Owner and the Property herein, Owner and Dealer agree that: (i) Dealer may solicit for the Service to Residents, (ii) Residents at the Property may place orders for DIRECTV STREAM Bulk Programming Packages and A la Carte Upgrade Packages, (iii) DIRECTV maintains the right to change programming, package names, channel selection, programming costs and fees at any time (For DIRECTV STREAM Bulk Properties Only: Excluding

fees related to DIRECTV additional services and non-programming fees (e.g., device fees, cDVR fees, etc.), DIRECTV will not increase its prices attributable to DIRECTV STREAM Bulk Service content licensing costs by more than five percent (5%) in any calendar year; provided, however, DIRECTV may apply any unused price increase to a later calendar year.), (iv) this Agreement may not be assigned by Dealer without the prior written approval of DIRECTV, (v) each party will copy DIRECTV via email on all written notices provided under the Agreement (email: MDUCommunications@directv.com), (vi) all Residents must meet the requirements established by DIRECTV to be a DIRECTV STREAM subscriber including, if applicable, the credit and term requirements, (vii) Owner and Dealer hereby grant DIRECTV, its contractors and agents, periodic access to the Property, upon reasonable notice, to do on-site inspections to verify that the Internet speeds at the Property(ies) meet the minimum requirements for the DIRECTV STREAM Bulk Service, and (viii) in the event Dealer fails to perform any material obligation under (a) this Agreement (as evidenced by a notice of default from Owner to Dealer) or (b) the agreement authorizing Dealer to sell the DIRECTV STREAM Bulk Service (and Dealer failing to cure within the required cure period), then DIRECTV may access the Property as necessary to provide, market, promote, sell, solicit or take orders for the Service. Owner and Dealer acknowledge and confirm that the Property currently provides, or is capable of providing, high-speed Internet service of 60 Mbps download speed per Unit or 20 Mbps download speeds per DIRECTV STREAM Device, whichever service speed is greater. "Unit" means any residential living unit at the Property, whether occupied or not occupied, and existing any time during the term of this Agreement.

3. **MARKETING RIGHTS.**

Dealer shall have the non-exclusive right to provide video programming services to Residents of the Property. Dealer shall have the exclusive right to market the Service at the Property. Owner may not enter into any contract with or grant any rights to, any third party, to the extent such rights are inconsistent with the rights granted to Dealer under this Agreement or applicable law.

4. **TERM; TERMINATION.** This Agreement shall commence upon the Effective Date and, unless terminated earlier in accordance with this Agreement, continue for the period of **five (5) years** ("Term"). The Term shall automatically renew thereafter on a month-to-month basis until terminated by either party as set forth herein. After the Term either party may terminate this Agreement at any time, with or without cause, effective immediately upon 90 days written notice to the other party. Owner understands that the Term is independent of Dealer's authorization to market the Service, which may be terminated by DIRECTV at any time.

5. **OWNER AUTHORITY AND REPRESENTATIONS.** Owner represents and warrants that: (i) it is the owner of the Property, property manager of the Property, or the governing association representing the owners of the Units at the Property; (ii) the execution and performance of this Agreement shall not result in the breach of any agreements it has with third parties; and (iii) Dealer has not made any representations or warranties not set forth in this Agreement during the discussions concerning this Agreement or the Service. Dealer represents and warrants to Owner that it is solely responsible for its marketing and sales activity at the Property, and in no event shall DIRECTV be responsible or liable for acts, omissions or obligations of the Dealer.

6. **INDEMNIFICATION.** Each Party (each, an "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other party and their affiliates and their respective directors, officers, and employees (each an "**Indemnified Party**") from and against any and all claims, demands, suits, actions, proceedings, investigations, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and other expenses of litigation), suffered, incurred, or asserted by or against any Indemnified Party resulting from or arising out of any: (a) breach or alleged breach by the Indemnifying Party of any representation, warranty or covenant contained in this Agreement; (b) damages to the Property or any personal property or personal injury caused by the Indemnifying Party; or (c) negligence or willful misconduct of the Indemnifying Party. DIRECTV will not indemnify Owner with respect to the content of any programming.

7. **MISCELLANEOUS PROVISIONS.**

- 7.1 **Arbitration.** Any dispute or claim arising out of the interpretation, performance, or breach of this Agreement, including without limitation claims alleging fraud in the inducement, shall be resolved only by binding arbitration, at the request of either party, in accordance with the rules of the American Arbitration Association, modified as herein provided. The arbitration shall be decided by one arbitrator

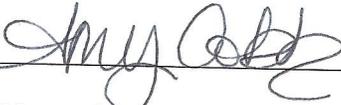
and the arbitrator shall be, to the fullest extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims in accordance with the rules of the American Arbitration Association. The arbitrator shall apply the substantive law of the State in which the Property is located to the proceeding, except to the extent Federal substantive law would apply to any claim. The arbitration shall be conducted in the largest metropolitan area in the locale of the Property. An award may be entered against a party who fails to appear at a duly noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The parties acknowledge and agree that no class arbitration shall be permissible hereunder. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The parties shall share equally the arbitrator's fees and other costs of the arbitration but in any action brought by either party to enforce a term or condition of this Agreement against the other Party, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorneys' fees. This Section and any arbitration conducted shall be governed by the United States Arbitration Act (9 U.S.C. Section 1, et seq.). Notwithstanding the foregoing, this Section shall not apply to: (i) any claim or dispute concerning the validity, enforceability or infringement of any patent, copyright, trademark (including trade dress and service mark) or other intellectual property right; or (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, or the Digital Millennium Copyright Act, 17 U.S.C. § 1201, or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other statement or law governing theft of service.

- 7.2 Disclaimer, Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, DEALER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SYSTEMS OR THE PROVISION OF DIRECTV SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- 7.3 Notices. All notices required under this Agreement must be in writing and are considered given if (a) delivered personally, (b) sent by certified mail, return receipt requested; (c) sent by nationally recognized overnight carrier; or (d) in the case of notices from Owner to Dealer, emailed to Dealer. In each case, delivery must be to the physical address and/or email address provided in this Agreement, which may be changed by written notice to the other party in accordance with this section. At all times during the Term, Dealer and Owner shall maintain a current, valid and actively monitored email address for notices purposes.
- 7.4 Applicable Law, Entire Agreement; Modification. The validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located (without regard to law of conflicts or choice of law). This Agreement, including all exhibits or schedules attached hereto, constitutes the entire agreement, whether written or oral, between the parties, and supersedes all previous agreements, understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by the party against whom the amendment, modification or waiver is sought to be enforced.
- 7.5 Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in the event of any such conflict, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.
- 7.6 Force Majeure. Neither party shall be liable to the other party or others for any failure to perform its

obligations under this Agreement where such failure was caused by an act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of government or other cause of similar or different nature beyond the affected Party's reasonable control.

- 7.7 Successors and Assigns; Transfer of Property. This Agreement is binding upon and inures to the benefit of Owner and Dealer and their respective successors and assigns. Except as stated in Section 2, either party may assign its interest in this Agreement and its rights and obligations hereunder, provided that the assignee agrees in writing to be bound by all of the terms and conditions hereof. If the Owner sells, conveys, or transfers the Property to a third party, this Agreement shall terminate on the closing date or effective date of such sale, conveyance or transfer and Owner will have no liability for any obligations arising under this Agreement after such date if (a) prior notice of the sale, conveyance or transfer is delivered to Dealer and (b) Owner makes a commercially reasonable effort to cause the transferee to assume this Agreement in writing, whether the transferee assumes it or not. Owner will notify Dealer of any assignment of this Agreement not related to a sale, transfer, or conveyance of the Property, within thirty (30) days after the assignment.
- 7.8 Interpretation. Further Actions; Survival; No Agents or Joint Venture; Counterparts. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. In interpreting this Agreement, the judicial doctrine according to which documents are to be construed against the drafter or provider of such document does not apply to this Agreement. All covenants and conditions herein which, by their terms or nature, extend beyond the termination or expiration of this Agreement, shall survive such termination or expiration until fully performed including, but not limited to, indemnification and any confidentiality obligations. The relationship of Owner and Dealer is that of independent contractor, and accordingly, no party hereto shall act as or be deemed an agent of the other party, or take any action or do anything that would create an obligation or liability of the other party or cause any third party to believe that such party is an agent of the other party or that such party is authorized to act on behalf of the other party. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Electronically transmitted signatures shall be deemed originals for the purposes of enforcement.
- 7.9 Insurance. Dealer agrees to maintain public liability insurance and property damage liability insurance as required by Dealer's agreement with DIRECTV in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Upon the execution of this Agreement and thereafter upon request, but not more frequently than annually, Dealer will provide the Owner with a certificate evidencing such insurance, including Owner as additional insured.

IN WITNESS WHEREOF, the signatory for each party to this Agreement represents and warrants to the other party that he/she/it is familiar with this Agreement and has the legal authority to enter into this Agreement on behalf of the respective party as of the below date.

<p>DEALER: <u>ProComm Solutions, LLC</u></p> <p>By: <u></u></p> <p>Print Name: <u>Amy Cobb</u></p> <p>Title: <u>President</u></p> <p>DATE: <u>12/15/25</u></p>	<p>OWNER: <u>Grand Panama Bch Resort Condominium</u> <u>Association Inc.</u></p> <p>By: <u></u></p> <p>Print Name: <u>BRAD COLEMAN</u></p> <p>Title: <u>Board President</u></p> <p>DATE: <u>12/15/25</u></p>
<p>Dealer</p> <p>Address: <u>PO Box 1870 Lynn Haven, FL 32444</u></p> <p>Phone: <u>850-248-1515</u></p> <p>Email: <u>acobb@procommsolutions.net</u></p> <p>Contact: <u>Amy Cobb</u></p>	<p>Owner Contact Information</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>On-Site Manager Phone Number: _____</p>