



Dear Prospective DIRECTV Commercial Customer:

Thank you so much for your interest in DIRECTV® Commercial Programming. You will find with the enclosed that DIRECTV has the widest selection of sports, informational and entertainment programming available anywhere.

Whether your need is entertainment or business-oriented programming, we carry 100% digital-quality video and audio offerings. We understand that your goal is to drive revenue with our programming. Here are some of the highlights of our programming packages:

COMMERCIAL XTRA®
High-Definition (HDTV) programming*
NFL SUNDAY TICKET™ - exclusively from DIRECTV
NASCAR HotPass™ - exclusively from DIRECTV
MEGA MARCH MADNESS® - exclusively from DIRECTV
NBA, NHL, MLB packages plus a wide variety of out-of-market sports programming
Local Channels
XM Satellite Radio

We hope you decide to choose our service for your bar, restaurant, nightclub or lounge. Our customer service and dealer network are the best in the business. We encourage you to work with one of our dealers in the field who will help you identify a lineup that will address your clientele's unique programming needs. Whether it's music, sports or news, DIRECTV is your solution.

Please call our 24-hour, 7-day-per-week Business Service Center for more information, at 1-888-200-4388.

Best Regards,
Marc Ginsberg
Vice President, Commercial
DIRECTV, Inc.
Contact us at commercialvoice@DIRECTV.com

*To access DIRECTV HD programming, a five-LNB Multi-Satellite Dish, a DIRECTV HD Receiver and HD television equipment are required. Programming subject to change at any time. ©2009 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners.



Public Viewing Ordering Instructions

Public Viewing: DIRECTV® programming that is generally accessible to the public or includes common areas where the primary source of revenue is derived from the sale of food or beverage for immediate consumption. Examples include bars, restaurants and nightclubs.

- 1 Select the programming that you wish to receive by completing the appropriate entries on the Public Viewing Order Form. Sign the Order Form, Commercial Viewing Agreement and Customer Information Form.
- 2 You or your authorized Commercial Dealer should forward the following paperwork and payment (as applicable) to DIRECTV:
 - Public Viewing Order Form (Page 10).
 - DIRECTV Commercial Viewing Agreement (Pages 11 & 12).
 - Commercial Receiver Information Form (Page 13).
 - Copy of Fire Code Occupancy Certificate (if ordering FCO-based programming)*.
 - Payment by check, VISA, MasterCard, Optima, American Express or Discover Card.

U.S. Mail
DIRECTV Business Service Center
P.O. Box 5392
Miami, FL 33152-5392

Overnight Delivery
DIRECTV Business Service Center
1505 NW 167th Street
Miami, FL 33169

Phone: 1-888-200-4388

FAX: 1-800-933-4631

Once we have received all of the requested materials, including prepayment when required, your account will be established automatically within 24 hours.

- 3 Call the DIRECTV Business Service Center at 1-888-200-4388 to activate your account. For services that do not require advance payment, you will receive a statement within 10 days of your initial account authorization.

Please note that multiple receivers activated on the same account must be continuously connected to the same land-based phone line.

*Programming packages are based on the Fire Code Occupancy (FCO), Estimated Viewing Occupancy (EVO) or flat-fee pricing. For FCO-based programming, make a copy of your establishment's FCO Certificate to submit to DIRECTV. If no FCO certificate is available, supply scaled blueprints of the entire establishment or provide a letter from the local zoning agency or Fire Marshall stating the establishment's legal occupancy. You agree to notify DIRECTV immediately in the event there is a change to the establishment's FCO after the programming order date. The EVO is a figure that represents the number of persons (standing or seated) who can view any television programming provided by DIRECTV at any given time.



DIRECTV® PUBLIC VIEWING PACKAGES and RATES

Customers must subscribe to one of the following base programming packages in order to add on any additional service(s): Commercial Xtra™, Commercial Choice® Plus, Commercial Choice® and Selección Comercial Ultra™.

HD Access to DIRECTV HD programming requires a DIRECTV HD Receiver, HD television equipment and an HD Access fee of \$49.99 per month.

Access fee is required in order to receive ANY HD channel within any package on an account

**170+
CHANNELS**

COMMERCIAL XTRA™ PACK — \$99.99/month*

The best in movies, sports, family programming including locals channels (where available) across the country. Service automatically renews**. *Bundled price of \$99.99/month includes COMMERCIAL XTRA at \$60.99, Sports Pack at \$12.99 and outlet fees for 2 receivers at \$26.01

COMMERCIAL XTRA™

The 101 Network ^{HD}
A&E ^{HD}
ABC Family ^{HD}
AMC
Animal Planet
BBC America
BET ^{HD}
BET J
BIO ^{HD}
Bloomberg Television
Boomerang
Bravo ^{HD}
BYU TV
Cartoon Network (East) ^{HD}
Cartoon Network (West)
Celebrity Shopping Network
Chiller
Christian Television Network
Church Channel
CMT ^{HD}
CNBC ^{HD}
CNBC World
CNN ^{HD}
Comedy Central ^{HD}
C-SPAN
C-SPAN2
Current TV
Daystar
DIRECTV Basics
DIRECTV Informational
DIRECTV Sports Mix Channel
DIRECTV Sports Schedule
Discovery Channel ^{HD}
Discovery Health
Discovery Kids
Disney Channel (East) ^{HD}

Disney Channel (West)
Disney XD ^{HD}
DIY Network
E! Entertainment Television
ESPN ^{HD}
ESPN2 ^{HD}
ESPNEWS ^{HD}
ESPN
EWTN
FINE LIVING
FitTV
Food Network ^{HD}
Fox Business Network ^{HD}
Fox Movie Channel
Fox News Channel ^{HD}
Fox Reality
FUEL TV ^{HD}
Fuse
FX ^{HD}
G4
GAC
Galavisión
Gem Shopping Network
GEMS TV
GOD TV
Golf Channel ^{HD}
Gospel Music Channel
GSN: the network for games
Hallmark Channel
Headline News
HD Theater ^{HD (only in HD)}
HDNet ^{HD (only in HD)}
HGTV ^{HD}
History ^{HD}
History International
HITN

Hope Channel
HSN
IFC
Investigation Discovery
ION Television (East/West)
Jewelry Television Network
Jewish Life TV
Lifetime
Lifetime Movie Network
Link TV
LOGO
Military Channel
MLB Network ^{HD}
MSNBC
MTV ^{HD}
MTV2
The N
NASA TV
National Geographic Channel ^{HD}
NFL Network ^{HD}
NHL Network ^{HD}
Nickelodeon/Nick at Nite (East) ^{HD}
Nickelodeon/Nick at Nite (West)
Nicktoons Network
Noggin
NRB Network
ONCE México
Ovation TV
Oxygen
PBS Kids Sprout
Planet Green ^{HD}
Pursuit Channel
QVC
REELZ Channel
RFD-TV
Science Channel ^{HD}

Shop NBC
Sleuth
SOAPnet
Speed ^{HD}
Spike TV ^{HD}
Style Network
Sportsman Channel
Syfy ^{HD}
Trinity Broadcasting Network
TBS ^{HD}
TCT Network
Tennis Channel ^{HD}
TLC ^{HD}
TNT in HD ^{HD}
Travel Channel
truTV
Turner Classic Movies (TCM)
TV Guide Channel
TV Land
TV One
TVG: The Interactive Horseracing Network
Univision
USA Network ^{HD}
VH1 Classic
VH1 ^{HD}
V-me
WE tv
The Weather Channel ^{HD}
WGN America
Word Network
World Harvest Television

Plus In-Market Regional Sports Network(s) ^{HD} - where available
Plus Local Channels ^{HD} where available

Sports Pack

Includes out-of-market regional sports networks and specialty sports services below. Out-of-market networks do not include any professional games.

Altitude Sports and Entertainment ^{HD***}
CBS College Sports ^{HD}
Comcast SportsNet Bay Area ^{HD***}
Comcast SportsNet Chicago ^{HD}
Comcast SportsNet Mid-Atlantic ^{HD}
Comcast SportsNet New England ^{HD}
Comcast SportsNet California
ESPN Classic
Fox Soccer Channel

FSN Arizona ^{HD}
FSN Cincinnati ^{HD***}
FSN Detroit ^{HD}
FSN Florida ^{HD***}
FSN Midwest ^{HD}
FSN North ^{HD}
FSN Northwest ^{HD}
FSN Ohio ^{HD***}
FSN Pittsburgh ^{HD}

FSN Prime Ticket ^{HD}
FSN Rocky Mountain ^{HD}
FSN South ^{HD}
FSN Southwest ^{HD}
FSN West ^{HD}
Go!TV
Mid-Atlantic Sports Network ^{HD}
Mountain West Sports
MSG ^{HD}

MSG Plus ^{HD}
NBA TV ^{HD}
New England Sports Net (NESN) ^{HD}
Outdoor Channel
SportsNet New York ^{HD}
SportSouth ^{HD}
SportsTime Ohio ^{HD}
Sun Sports ^{HD}
YES Network ^{HD}

Includes Outlet Fees for first 2 Receivers

Additional Outlets: Each additional receiver is \$13/month per receiver (additional outlet fees)

Estimated Viewing Occupancy: 1 – 100

Monthly Fee: \$99.99

Annual Fee: \$1,199.88

80+
CHANNELS

SELECCIÓN COMERCIAL ULTRA™ 30 Spanish-language channels, plus a variety of popular English-language channels such as TNT and Headline News. Service automatically renews**. Requires DIRECTV Multi-Satellite System and telephone connection.

A&E ^{HD}	Current TV	Mexicanal	Telemundo (East/West)
A Toda Musica (NEW!!)	Discovery en Español	México 22	TLC ^{HD}
AMC	Ecuavisa Internacional	MSNBC	TNT ^{HD}
American Auction Network	EWTN	MTV ^{HD}	Travel Channel
Animal Planet ^{HD}	Food Network ^{HD}	MTV Tr3s	truTV
Azteca America†	Foot School TV (NEW!!)	mun ²	TV Chile
Azteca Mexico	Fox News Channel ^{HD}	NASA TV	TV Dominicana
Bloomberg Television	Galavisión	National Geographic Channel ^{HD}	TV Land
BYU TV	Gem Shopping Network	Nickelodeon/Nick at Nite (East) ^{HD}	TV Venezuela
Caracol TV Internacional	GEMS TV	Nickelodeon/Nick at Nite (West)	TVE Internacional
CBS College Sports ^{HD}	Go!TV	NRB Network	TyC Sports
Celebrity Shopping Network	GSN: the network for games	ONCE México	Univision (East/West)
Centroamérica TV	Headline News	Pursuit Channel	USA Network ^{HD}
Christian Television Network	History ^{HD}	Spike TV	VH1 ^{HD}
Cine Latino	History en Español	SUR México	V-me
CNBC World	HITN TV	SUR Peru	WAPA America
CNN en Español	Jewelry Television Network	Trinity Broadcasting Network	Weather Channel ^{HD}
Comedy Central ^{HD}	Latinoamerica Television	TBS ^{HD}	WHT World Harvest Television
C-SPAN	Link TV	TCT Network	The Word
C-SPAN2	MegaTV	Teléfe Internacional	† blackout restrictions apply

Monthly Fee.....\$59.99

Annual Fee..... \$719.88

50+
CHANNELS

SELECCIÓN COMERCIAL™ Spanish-language video channels featuring sports, news, weather, and cultural entertainment. Service automatically renews**. Requires DIRECTV Multi-Satellite System and telephone connection.

A Toda Musica	Foot School TV	México 22	TV Chile
Caracol TV Internacional	Galavisión	MTV Tr3s	TV Dominicana
CBS College Sports	Go!TV	mun ²	TV Venezuela
Centroamérica TV	History en Español	ONCE México	TVE Internacional
Cine Latino	HITN TV	Pursuit Channel	TyC Sports
CNN en Español	Latinoamerica Television	SUR México	Univision (East/West)
C-SPAN	Link TV	SUR Peru	V-me
Discovery en Español	MegaTV	Teléfe Internacional	WAPA America
Ecuavisa Internacional	Mexicanal	Telemundo (East/West)	

Monthly Fee.....\$37.99

Annual Fee..... \$425.00

SEASONAL SPORTS PACKAGES

NFL SUNDAY TICKET™ Exclusively from DIRECTV. Turn Sunday into Game Day and watch your weekend business grow! Get the biggest selection of games available anywhere throughout the regular season. Up to 14 games every Sunday, over 200 games in the season. Local blackout rules apply. Package is non-refundable. Service automatically renews.††

Fire Code Occupancy	2009 Season Rate	2009 New Customer Offer*	Fire Code Occupancy	2009 Season Rate	2009 New Customer Offer*
1-50	\$945.99	\$599.97	751-1,000	\$5,249.97	\$3,936.99
51-100	\$1,049.97	\$789.99	1,001-1,500	\$8,399.97	\$6,299.97
101-200	\$2,519.97	\$1,889.97	1,501-2,000	\$10,499.97	\$7,874.97
201-350	\$3,464.97	\$2,597.97	2,001-5,000	\$19,949.97	\$14,961.99
351-500	\$3,884.97	\$2,912.97	5,001-10,000	\$39,899.97	\$29,924.97
501-750	\$4,199.97	\$3,149.97	10,001+	\$48,089.97	\$36,066.99

*Applies to new, first time subscribers who did not take NFL SUNDAY TICKET previously.

NFL SUNDAY TICKET™ SuperFan® DIRECTV's best offer just got even better! SuperFan is FREE to NFL SUNDAY TICKET package subscribers and features every game in high-definition (HD). Includes NFL SUNDAY TICKET Red Zone Channel, GameMix and Short Cuts. (REMEMBER: HD Access, HDTV, triple-LNB multi-sat dish required, interactive receiver required for full GameMix functionality). Local blackout rules apply. Service automatically renews.††

NASCAR HotPass™ As a complement to the network broadcast of the 2009 Sprint Cup Races, DIRECTV will offer the NASCAR HotPass service as a **FREE** service for customers with a qualifying base package: Commercial Xtra Pack, Commercial Choice Plus, Commercial Choice or Seleccion Comercial Ultra.

NASCAR HotPass features four Driver Channels, each focused on one driver throughout the race comprised of broadcast network feed, driver's in-car camera and team audio - available in both SD and HD*


*Customer will need HD Access to experience the HD feed.



SEASONAL SPORTS PACKAGES (CONT.)

DIRECTV® Public Viewing Packages and Rates (Cont.)

MLB EXTRA INNINGS® Great out-of-market pro baseball coverage! Give your customers the games they want to see – up to 80 games a week during the regular season! Enjoy MLB EXTRA INNINGS® SuperFan at no additional cost. With HD Access you will receive games in HD. Package is non-refundable. Service automatically renews.††


	<u>Est. Viewing Occupancy</u>	<u>2009 Half Season Offer</u>	<u>2009 Half Season New Customer Offer*</u>	<u>Est. Viewing Occupancy</u>	<u>2009 Half Season Offer</u>	<u>2009 Half Season New Customer Offer*</u>
	1-50	\$349.50	\$249.50	351-500	\$949.50	\$699.50
	51-100	\$499.50	\$249.50	501-1000	\$1,099.50	\$849.50
	101-150	\$649.50	\$399.50	1001-2000	\$1,299.50	\$1,049.50
	151-200	\$799.50	\$549.50	2001-5000	\$1,649.50	\$1,399.50
	201-350	\$899.50	\$649.50	5001+	\$1,999.50	\$1,749.50

MLS DIRECT KICK™ Follow your favorite Major League Soccer teams and players throughout the season with MLS DIRECT KICK™. You'll see top match-ups during the regular season and select playoff games during the post season. Package is non-refundable. Service automatically renews.††

2009 Season Rate: \$99.99



NBA LEAGUE PASS It's a slam dunk for great business! Get up to 40 regular-season games per week from outside your local viewing area. Up to 8 games per night. Local blackout restrictions apply. Subscription includes NBA LEAGUE PASS Stats Central, a channel providing real-time scores, stats, and breaking news from around the league. Package is non-refundable. Service automatically renews.††


	<u>Fire Code Occupancy</u>	<u>2009-2010 Season Rate</u>	<u>2009 New Customer Offer*</u>	<u>Fire Code Occupancy</u>	<u>2009-2010 Season Rate</u>	<u>2009 New Customer Offer*</u>
	1-50	\$545.97	\$463.98	501-1000	\$3,346.47	\$2,843.97
	51-100	\$599.97	\$509.97	1001-2000	\$4,427.97	\$3,762.99
	101-150	\$1,492.98	\$1,268.97	2001-5000	\$6,693.99	\$5,688.99
	151-200	\$1,955.97	\$1,661.97	5001-10000	\$9,474.99	\$8,052.99
	201-500	\$2,728.47	\$2,318.97	10001+	\$15,036.99	\$12,780.99

NCAA® MEGA MARCH MADNESS® Exclusively from DIRECTV, NCAA® MEGA MARCH MADNESS® brings customers up to 37 out-of-market CBS-produced broadcasts from the first three rounds of the NCAA® Division I Men's Basketball Tournament, up to and including the Sweet 16®. Package is non-refundable. Service automatically renews.††


2010 Season Rate Coming Soon




NHL® CENTER ICE® Watch up to 40 games each week, including up to 20 games a week in blazing HD! Plus select first and second rounds of the Stanley Cup® playoff games. You won't find more games anywhere else! Package is non-refundable. Service automatically renews.††

	<u>Est. Viewing Occupancy</u>	<u>2009 Season Rate</u>	<u>2009 New Customer Offer*</u>	<u>Est. Viewing Occupancy</u>	<u>2009 Season Rate</u>	<u>2009 New Customer Offer*</u>
	1-100	\$749.97	\$635.97	201-500	\$1,599.99	\$1,359.99
	101-200	\$1,199.97	\$1,013.97	501+	\$2,049.99	\$1,721.97

ESPN GamePlan Great college football from top-ranked teams competing around the country — up to 12 out of market games every Saturday during the regular season. Package is non-refundable. Service automatically renews.††

	<u>Fire Code Occupancy</u>	<u>2009 Season Rate</u>	<u>2009 New Customer Offer*</u>	<u>Fire Code Occupancy</u>	<u>2009 Season Rate</u>	<u>2009 New Customer Offer*</u>
	1-100	\$523.98	\$445.98	1001-2000	\$3,246.99	\$2,759.97
	101-200	\$1,482.99	\$1,259.97	2001-5000	\$4,133.97	\$3,513.99
	201-500	\$1,830.99	\$1,555.98	5001+	\$5,313.99	\$4,516.98
	501-1000	\$2,189.97	\$1,860.99			

ESPN FULL COURT Exciting coverage of hundreds of the best college games from the top regional men's conferences around the country during the regular season. Package is non-refundable. Service automatically renews.††

	<u>Fire Code Occupancy</u>	<u>2009 Season Rate</u>	<u>2009 New Customer Offer*</u>	<u>Fire Code Occupancy</u>	<u>2009 Season Rate</u>	<u>2009 New Customer Offer*</u>
	1-100	\$523.98	\$445.98	1001-2000	\$1,763.97	\$1,498.98
	101-200	\$880.98	\$748.98	2001-5000	\$2,098.98	\$1,784.97
	201-500	\$1,101.99	\$935.97	5001+	\$2,308.98	\$1,962.99
	501-1000	\$1,322.97	\$1,123.98			

Setanta Sports A single source of viewing sports action from around the globe. See soccer action and exclusive coverage of the world's best rugby leagues, as well as first class international sports such as tennis, boxing, auto racing, superbikes and a variety of sports news and magazine news. Package is non-refundable. Service automatically renews.††

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>
1-50	\$100	201-500	\$250
51-100	\$150	501+	\$300
101-200	\$200		

*Applies to new, first time subscribers who did not take the seasonal sports service previously.

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. ††Seasonal sports subscription(s) will automatically continue each season provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the season.

SEASONAL SPORTS PACKAGES (CONT.)

DIRECTV® Public Viewing Packages and Rates (Cont.)

CricketTicket™2009 Exciting world-class cricket matches and India tours. Season dates are February 25, 2009 - February 28, 2010. Requires 36" international dish receiver. Package is non-refundable.

\$999.00 per season

SPORTS PROGRAMMING

Altitude Sports & Entertainment^{HD} Altitude Sports and Entertainment is a regional sports network that provides the Rocky Mountain region with sports programs including outdoor and lifestyle shows, and entertainment programs. Price based on EVO. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$29.99	\$359.88	151-200	\$44.99	\$539.88
51-100	\$34.99	\$419.88	201+	\$49.99	\$599.88
101-150	\$39.99	\$479.88			

Comcast SportsNet California^{HD} A 24-hour, 7-day-a-week premier sports and entertainment television network featuring the Sacramento Kings National Basketball Team, the WNBA Sacramento Monarchs, local, regional and national sporting events as well as sporting news and sports talk shows. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$30.00	\$360	151-200	\$85.00	\$1,020
51-100	\$45.00	\$540	201+	\$110.00	\$1,320
101-150	\$60.00	\$720			

Comcast SportsNet Chicago^{HD} A 24-hour Chicago-based regional sports network providing Chicago sports fans with in-depth local sports coverage. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$30.00	\$360	151-200	\$85.00	\$1,020
51-100	\$45.00	\$540	201+	\$110.00	\$1,320
101-150	\$60.00	\$720			

ESPN Networks^{HD} Your customers will enjoy four channels of 24-hour sports from a leader in sports coverage: ESPN^{HD}, ESPN2^{HD}, ESPNNews^{HD}, ESPN Classic, and ESPN! Service automatically renews**. Fee is non-refundable after renewal fee is paid.

Monthly Fee.....\$54.99 Annual Fee.....\$659.88

Fox Soccer Channel A single source of viewing sports action from around the globe. See soccer action and exclusive coverage of the world's best rugby leagues, as well as first class international sports such as tennis, boxing, auto racing, superbikes and a variety of sports news and magazine news. Fee is non-refundable. Service automatically renews**.

Monthly Fee.....\$45.99 Annual Fee.....\$499.00

Fox Sports en Español The most complete information on major sporting events! Catch the excitement of high-profile, high quality sports programming like soccer, baseball, boxing, nightly sports news and original sports-focused programming. Fee is non-refundable. Service automatically renews**.

Monthly Fee.....\$44.99 Annual Fee.....\$539.88

Fox Sports Net (FSN)^{HD} Get coverage of your local in-market professional teams, great collegiate action and much more on these regional sports networks from FSN: FSN North, Sun Sports, Fox Sports Networks, including FSN Arizona^{HD}, FSN Detroit^{HD}, FSN Midwest^{HD}, FSN Northwest^{HD}, FSN Pittsburgh^{HD}, FSN Rocky Mountain^{HD}, FSN South^{HD}, FSN Southwest^{HD}, FSN West^{HD} and FSN Prime Ticket^{HD}. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$54.95	\$600	151-200	\$129.95	\$1,450
51-100	\$74.95	\$795	201+	\$154.95	\$1,755
101-150	\$99.95	\$1,125			

Mid-Atlantic Sports Network^{HD} MASN is the television home of the Washington Nationals and the Baltimore Orioles. MASN serves the Mid-Atlantic region from Harrisburg, Pennsylvania to Charlotte, North Carolina including Delaware, Maryland, Virginia and the District of Columbia. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$29.99	\$359.88	151-200	\$44.99	\$539.88
51-100	\$34.99	\$419.88	201+	\$49.99	\$599.88
101-150	\$39.99	\$479.88			

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.
 HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory.

SportsNet New York HD A 24-hour, 7-day-a-week regional sports and entertainment network that is the TV home of the Mets and Jets and all things New York sports. SportsNet New York will feature over 120 New York Mets games and provides unparalleled live sports and local news coverage. Serves New York, Connecticut, and most of New Jersey and northeastern Pennsylvania. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$55.00	\$660.00	151-200	\$125.00	\$1,500.00
51-100	\$75.00	\$900.00	201+	\$150.00	\$1,800.00
101-150	\$95.00	\$1,140.00			

SportsTime Ohio HD SportsTime Ohio is the Cleveland Indians' TV flagship, airing 130 Indians games with pre- and post-game coverage. This channel also offers a variety of other programming for Ohio-area sports fans. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$35.00	\$420.00	151-200	\$65.00	\$780.00
51-100	\$45.00	\$540.00	201+	\$75.00	\$900.00
101-150	\$55.00	\$660.00			

Tennis Channel HD As the only 24-hour network dedicated to the players and lifestyle surrounding the sport, Tennis Channel offers live tournament coverage and classic matches from the past, interviews with current and former stars and tennis instruction.

Monthly Fee.....\$19.99

The Big Ten Network HD The Big Ten Network is dedicated to capturing the passion and tradition of the Big Ten Conference and its 11 storied universities; showcasing nearly 400 live sporting events each year, original campus programming, and providing the go-to destination for Big Ten alumni and fans across the nation.

Monthly Fee.....\$39.99

The Golf Channel HD Television's first and only 24-hour channel dedicated exclusively to golf. Includes coverage of world-class U.S. tournaments and international events, plus instructional programming.

Monthly Fee.....\$24.99 Annual Fee.....\$299.88

YES Network HD Your source for up to 135 exclusive local New York Yankees baseball games, as well as New York Magazine shows and other Northeastern-related regional sports. YES Network will feature live games, with pre- and post-game coverage, other New York area games, replays, classic footage, sports highlights and interview shows. Service automatically renews**.

In-Market: For viewers in New York, Connecticut, and portions of New Jersey and Pennsylvania rates are as follows:

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$55.00	\$599	151-200	\$150.00	\$1,599
51-100	\$75.00	\$819	201+	\$200.00	\$2,159
101-150	\$100.00	\$1,079			

Out-of-Market: Out-of-market customers will be able to view pre- and post-game coverage, as well as other Yankees-related programming. Please note: Yankees games carried on YES Network will be blacked out. To view live New York Yankees baseball, please refer to the MLB EXTRA INNINGS® package.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>
1-50	\$10.00	201-500	\$15.00
51-100	\$11.00	501-1,000	\$20.00
101-150	\$12.00	1,001-2,000	\$25.00
151-200	\$13.00	2,001+	\$37.50

WWE® Blast Area WWE® Blast Area combines the WWE's highly successful monthly pay per view events into a DIRECTV package capable of attracting a new—and loyal—customer base to your establishment. WWE's popularity spans all regions and all demographics. Fee is non-refundable.

<u>Estimated Viewing Occupancy</u>	<u>6 Month Rate</u>	<u>2009 A La Carte Rate*</u>	<u>2009 Promotional A La Carte Rate**</u>
1 - 50	\$1,080	\$300	\$150
51 - 100	\$1,800	\$500	\$250
101 - 200	\$2,520	\$700	\$350
201 - 500	\$3,500	\$1,000	\$500
501 - 750	\$4,500	\$1,250	\$625
751 - 1,000	\$6,000	\$1,700	\$850
1,001 - 1,500	\$9,000	\$2,500	\$1,250
1,501 - 2,000	\$12,000	\$3,500	\$1,750
2,001 - 5,000	\$15,000	\$4,200	\$2,100
5,001 - 10,000	\$18,000	\$5,000	\$2,500
10,001 +	\$21,000	\$6,000	\$3,000

*Excludes WrestleMania; WrestleMania pricing is separate. Please call 888/200-4388 for more details.
 **Applies to new, first time WWE purchasers only and will be applied to annual packages if purchased.

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.
 HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. Local HD channels vary by territory.

HD Business Package Enhance your HD experience with a special group of 6 HD-only channels! Service automatically renews**.

Crime & Investigation HD **MGM HD**, a channel dedicated to presenting great movies from MGM's film collection 24/7 **Palladia HD**, HD concerts, music videos, movies documentaries and original programming from MTV, VH1 and CMT **Smithsonian Channel HD**
HDNet Movies, delivering commercial-free and full-length feature films

Monthly Fee.....\$9.99

Local Channels ^{HD} Local networks are now available in most metropolitan areas. Service automatically renews**. For local channels availability by ZIP code, call customer service at 888/200-4388 or visit DIRECTV.com/local.



Monthly Fee.....\$5.00

Annual Fee.....\$60.00

BabyFirstTV™ BabyFirstTV is America's first and only channel dedicated to babies and toddlers and supported by top child development experts. BabyFirstTV offers 24/7 commercial-free programs including best-selling baby DVDs with unique interactive features which provide an opportunity for baby to learn, play and explore alongside their parent. Service automatically renews**.

Monthly Fee.....\$6.99

Annual Fee.....\$83.88

Satellite Radio Channels Enjoy America's Largest Play list with a wide range of music genres, talk shows and more. Receive up to 74 channels that can play through your television audio or stereo system. Service automatically renews**.

XM for Business-A Taste of Italy*	The 40s	Cinemagic	Outlaw Country	The Blend
XM for Business-Classic Rewind*	The 50s	Classic Rewind	Pop2K	The Bridge
XM for Business-Loft*	The 60s	Classic Vinyl	Praise	The Groove
XM for Business-Pop2K*	The 70s	Coffee House	Prime Country	The Heat
XM for Business-Prime Country*	The 80s	Deep Tracks	Radio Disney	The Highway
XM for Business-Roadhouse*	The 90s	Enlighten	Real Jazz	The Joint
XM for Business-Sirius XM Love*	1st Wave	Escape	Roadhouse	The Loft
XM for Business-The 70s*	Alt Nation	Hair Nation	Sirius XM Chill	The Message
XM for Business-The 80s*	Area	Heart & Soul	Sirius XM Love	The Pulse
XM for Business-The Blend*	Backspin	Hip Hop Nation – XL	Sirius XM Pops	The Spectrum
XM for Business-The Pulse*	Bluegrass Junction	Kids Place Live	Sirius XM U	The Village
XM for Business-The Spa*	Bluesville	Liquid Metal – XL	Soul Town	Top 20 on 20
XM for Business-The Spectrum*	Bone Yard – XL	Lithium	Spa	Watercolors
XM for Business-Top 20 on 20*	BPM	Octane	Strobe	Willie's Place
XM for Business-Watercolors*	Caliente	On Broadway	Symphony Hall	

XL – may include frequent explicit language. The DIRECTV System has a feature which allows restricted access to channels.

*100% interruption-free channels, exclusive to Commercial customers

Monthly Fee.....\$29.99

Annual Fee..... \$359.88

INTERNATIONAL PROGRAMMING

Aastha Aastha offers programming on India's rich cultural, spiritual, and social heritage, featuring devotional music and spiritual programs in Hindi, Gujarati, and English languages. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

BanglaDirect™ Features programming including serials, news, feature films and music programs. BanglaDirect™ also includes special programs during festivals specific to the Bengal region. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

FilipinoDirect™ The best in Filipino programming, with news, movies, talk shows, sports and regional programming, plus the popular GM Pinoy TV channel. Includes ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, GMA Pinoy TV, Kapamilya Channel, MYX music channel, GEM NET and GMA Life TV. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$42.99

Annual Fee.....\$515.88

GreekDirect™II With comedy, news, drama, music, pop culture and more, GreekDirect II has programming for the whole family. Includes MEGA Cosmos, Alpha Sat, After Globe and GMTV. Service automatically renews*.

Monthly Fee.....\$44.99

Annual Fee.....\$539.88

HindiDirect™II Comprehensive Hindi entertainment package including STAR PLUS - India's number one channel, STAR NEWS – a 24-hour Hindi news channel, MTV India, NDTV, STAR ONE, Cricket Plus, India Now, Filmy, UTV Movie Channel, NDTV Good Times and NDTV Profit (NEW!). Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

Jadeworld Now you can get five Chinese-language channels in one affordable package! Channels include TVB1, TVB2, TVBS, TVB Entertainment, CCTV-4 and Tai Seng Entertainment. Requires DIRECTV Multi-Satellite System and telephone connection. Service automatically renews**

Monthly Fee.....\$44.99

Annual Fee.....\$539.00

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory.

INTERNATIONAL PROGRAMMING (CONT.)**DIRECTV® Public Viewing Packages and Rates (Cont.)**

KoreanDirect™ Includes five of the leading Korean channels: YTN is Korea's first 24-hour news network, providing up-to-the minute news and events coverage in the country and around the world; MBC is a 24-hour Korean TV channel that provides popular drama, live news, children's programming and award-winning documentaries; SBS is a 24-hour a day Korean TV channel that provides information and entertainment with its unique mix of variety shows, hit dramas, and up-to-the-minute news from Korea, SBS Plus offers a variety of popular classic and current dramas, plus exclusive Korean AFC soccer games; CTS, 24 hours of Korean Christian programming, including documentaries and news. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$36.99**Annual Fee.....\$443.88**

MandarinDirect™III Features CTI Zhong Tian, Phoenix North American Chinese Channel, Phoenix Info News – delivering independent financial news and current affairs in Mandarin Chinese 24-hours-a-day, TVBS, TVB8, Tai Seng Sat TV and CCTV4. Requires 36" international dish and capable receiver. Service automatically renews.

Monthly Fee.....\$29.99**Annual Fee.....\$359.88**

PolishDirect™II Our Polish Direct™ II Package offers 24-hour entertainment, radio, news and lots of movies. Includes TV Polonia, TELE 5, TVP Info, "Jedynka" Polskie Radio 1 and "Trojka" Polskie Radio 3. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$39.99**Annual Fee.....\$479.88**

PTC Punjabi is dedicated to the soul and heritage of Punjab. Offering authentic updates on current events, news from Punjab, live Gurbani (prayer) every morning, family drama, live musical shows, news updates, sports news and kids shows. PTC Punjabi is the number one Punjabi entertainment channel in India. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$19.99**Annual Fee.....\$239.88**

RTR Planeta With the leading channels "Kultura" and "Rossiya", this channel features cultural programming, news, sports, feature films and documentaries, and delivers them to all Russian-speaking people around the world. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99**Annual Fee.....\$299.88**

RussianDirect™ Offers an exciting mix of news, movies, sports, talk and more to keep you connected to Russian culture, including Channel One Russia Worldwide (C1RW), Dom Kino, Muzika Pervogo, TV Nanny and Vremya: Retro Channel. Requires 36" international dish and capable receiver.

Monthly Fee.....\$39.99**Annual Fee.....\$479.88**

TamilDirect™ Star Vijay is one of the most popular entertainment channels in India broadcasting in Tamil. Star Vijay features an excellent mix of dramas, soaps, comedy, music and movies to talk shows and debates on topical issues. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99**Annual Fee.....\$299.88**

TeluguDirect® Features programming including serials, news, feature films and music programs. TeluguDirect® also includes special programs during festivals specific to the Andhra Pradesh region. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99**Annual Fee.....\$299.88**

TFCDirect™ Offers the best in Filipino television and radio, including news, movies, talk shows, sports, regional programming and more. Includes ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, Pinoy Central TV and MYX music channel. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$32.99**Annual Fee.....\$395.88**

VietDirect™ HONVIETV Enjoy an amazing programming mix created specifically for Vietnamese Americans. Offers SBTN: The first and only 24-hour Vietnamese-language television network in America, TVB Vietnam, SBTN Little Saigon Radio, HONVIETV and Tai Seng Vietnam. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$34.99**Annual Fee.....\$419.88**

VietDirect™ VHN Offers SBTN: The first and only 24-hour Vietnamese-language television network in America and VHN-TV: dedicated to education and awareness, featuring Vietnamese customs and traditions and focusing on maintaining family values with news, drama, education, public service, comedy (traditional and contemporary), entertainment and variety programs, TVBV, Little Saigon Radio and Tai Seng Vietnam. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$29.99**Annual Fee.....\$359.88**

BONUS Channels - Designed specifically for an international audience, these channels are included with any International package: **MHz Worldview, CCTV-9 and GEM NET (Global Expansion Media Network)**



Public Viewing Order Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name _____ Email Address _____

DBA _____ Contact Name _____

Service Address _____ City _____ State _____ Zip _____
(Street address must be given)

Service Phone Number _____ Service Fax Number _____

Billing Address _____ City _____ State _____ Zip _____

Billing Phone Number _____ Billing Fax Number _____

ACCOUNT TYPE: PUBLIC/BAR NATIONAL FRANCHISE/BLK Ref. Code _____

Please choose one (Legal Structure): Sole Proprietorship Partnership Corporation LLC Government Agency

State of Organization (e.g., CA, NY, etc.): _____ Federal Tax ID Number: _____ Tax Exempt: YES NO

If you are a government agency, non-profit organization, or direct payment company, attach copy of tax exemption certificate.

Please choose your applicable type of establishment.

PUBLIC VIEWING: BAR/LOUNGE FAMILY RESTAURANT FINE DINING FAST FOOD SERV PUB ENTERTAINMENT

EVO: _____ FCO: _____

Programming (please fill in)

By signing up for any DIRECTV programming services, subscriber is automatically eligible for Auto Renewal for the next season provided DIRECTV continues to carry the service.

	Monthly Fee*	Annual / Season*
COMMERCIAL XTRA PACK Bundle Package Pricing based on EVO. Service automatically renews**	\$	\$
COMMERCIAL CHOICE PLUS Package Pricing based on EVO. Service automatically renews**	\$	\$
COMMERCIAL CHOICE Package Pricing based on EVO. Service automatically renews**	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$

PURCHASE ORDERS NOT ACCEPTED.

TOTAL PAYMENT ENCLOSED* \$

SEASONAL SPORTS SUBSCRIPTIONS: The following sports subscription service(s) are eligible for 3-pay option (billed in 3 equal amounts). PLEASE CHECK APPROPRIATE BOX IF ELECTING 3-PAY OPTION:

NFL SUNDAY TICKET™ NBA LEAGUE PASS NHL® CENTER ICE® MLB EXTRA INNINGS® CricketTicket™ ESPN GamePlan ESPN Full Court

Payment Options

Check Enclosed Visa MasterCard Optima American Express Discover Card

Name as it appears on credit card: _____ Credit Card #: _____ Exp. Date: _____

Amount to charge against credit card (total payment): \$ _____ I authorize the use of this credit card for reoccurring payment? Yes No

Signature of Cardholder: _____ Date: _____

Customer Signature: _____ Date: _____

Commercial Dealer Information

I certify that the foregoing information is to the best of my knowledge, complete and accurate, and that I have verified the accuracy of the information that is referenced in the contracts and attachments by personally visiting the above-referenced establishment.

Commercial Sales Agent Name: _____ Commercial Dealer Number: _____

Phone Number: _____ Fax Number: _____ Email Address: _____

Signature of Sales Agent: _____ Date: _____

DIRECTV Commercial Viewing Agreement

Effective as of September 2009, until replaced

CONTACTING DIRECTV: You may contact our DIRECTV Business Service Center by calling 1-888-200-4388 or by writing to: **DIRECTV Business Service Center**, P.O. Box 5392, Miami, FL 33152-5392.

DEFINITIONS:

As used in this Agreement:

"DIRECTV," "we," "us," or "our" means DIRECTV, Inc. or any of its authorized commercial sales agents;

"You," "your," or "Customer" means the entity identified below that is responsible for the payment of fees and charges to us;

"Access Card" means the conditional access card inserted into the DIRECTV System receiver unit used in the reception of DIRECTV® programming services;

"DIRECTV System" means the equipment, including the Access Card, that is used to receive DIRECTV programming services;

"Marks" means any trademarks, symbols, logos, etc. whether owned by DIRECTV or a third party(s), that are used in connection with or are otherwise associated with the Service(s), as defined below; and

"Service(s)" means DIRECTV programming including subscriptions, sports, music and other programming) and any other services that we may provide to you under this Agreement.

1) AGREEMENT TO TERMS AND CONDITIONS: You promise to pay amounts billed by us for the Services and related fees, taxes, and charges. We have the right to require payment in advance of activation of your account for any or all services, related fees, taxes and charges. You authorize DIRECTV to make inquiries into your credit worthiness, including receipt and review of credit bureau information. And, based on the results of such credit inquiry we may refuse to provide Services to you. We reserve the right to change these terms and conditions, including the Applicable Fees and Charges identified below. If any changes are made, we will send you a written notice describing the change and its effective date. If a change is not acceptable to you, you may cancel your service; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 14 days after the date of the written notice describing the change, your continued receipt of any service is considered to be your acceptance of that change.

2) BILLING STATEMENTS AND PAYMENTS: We will send you a statement for each billing cycle in which you have an outstanding balance (usually once every 30 days). Statements will show: a) payments, credits, purchases, and any other charges to your account; and b) the amount you owe to DIRECTV and the date the payment is due. Payment must be made via check or money order payable to DIRECTV in U.S. Dollars. We reserve the right, but not the obligation, to accept credit card payments made in U.S. Dollars. Payment of the outstanding balance is due in full upon receipt of the bill. If we do not receive payment from you before your next statement is issued, we have the right to inactivate your service upon the expiration of any applicable grace period with respect to the amount due. We may, but are not required to, accept partial payments from you. If partial payments are made and accepted, they will be applied to statements starting with the oldest outstanding statement.

3) PAYMENT FOR SERVICE: You promise to pay for: a) all DIRECTV programming and other services ordered by you or anyone who uses your DIRECTV System(s), whether with or without your permission, through all periods until you cancel the subscription and other services; b) administrative fees and any other fees as provided for in this Agreement or by applicable law; and c) all taxes or other governmental fees, which are now or may in the future be assessed because you receive our service. If you paid for an annual subscription to any DIRECTV programming service and your account is past due for any amounts owed to us, your annual subscription may, at our sole discretion, be converted to a monthly subscription. This conversion will prorate your annual subscription and all monies owed to us to the present date. The resulting credit, if any, shall be applied to any past due amounts, and any remaining credit is applied to your future monthly services.

4) QUESTIONS ABOUT YOUR BILL: If you think your statement is incorrect or if you need more information about an item on your statement, you can contact DIRECTV Customer Service in writing at the address or phone number indicated above. You must contact us within sixty (60) days of the date you receive the statement on which the error or problem appeared. Undisputed portions of the statement must be paid before the next statement is issued to avoid an Administrative Late Fee and possible inactivation of services. Please contact us promptly if your service and/or billing address changes.

5) CLOSING YOUR ACCOUNT: You may inactivate or modify services you receive, or cancel your account, by notifying DIRECTV Customer Service. If you cancel your account, you are still responsible for payment of all outstanding balances accrued through the date of cancellation or any early termination fees or penalties pursuant to this Agreement and the terms and conditions of any other promotional offer which you participated in.

6) FEES AND CHARGES: You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned payments and reactivation are not interest charges. You understand and agree that all such fees are either as prescribed by law in the state in which your service address is located or are reasonably related to the actual expense we incur or are required to expend as a result of late or unsatisfied payment. In the case of late payment or non-payment for any of the DIRECTV programming services you ordered or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

Following activation of your account, charges for some programming services are non-refundable, regardless of the services.

Access Card Replacement Fee: If you report to DIRECTV Customer Service that the Access Card for your DIRECTV System receiver unit is lost, damaged, defective, or stolen, and our evaluation of the Access Card (if available) does not reveal unauthorized tampering or modification, then we agree to replace the Access Card upon your request. You will be charged an Access Card Replacement Fee of \$20.00, which includes shipping. Your Access Card will only work in the DIRECTV System receiver unit that came with it. **Administrative Late Fee:** If we do not receive your payment before your next statement is issued, you may be charged an Administrative Late Fee of up to \$25.00. **Change of Service Fee:** If you request a change of DIRECTV Service from one programming package to another, you may be charged a Change of Service Fee of up to \$10.00. **Deposits:** If your service is inactivated because you did not submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your programming service. Deposits shall not earn or accrue interest. **Duplicate Statement Fee:** For each statement copy requested, you may be charged a Duplicate Statement Fee of up to \$5.00. **Reactivation Fee:** If your DIRECTV programming service is inactivated in accordance with your request or because of your failure to pay past due amounts and you want to reactivate the service, you agree to pay a Reactivation Fee of up to \$15.00, in addition to bringing your account up to date by payment in full of any outstanding balance, fees, and charges. **Returned Payment Fee:** If the bank or other financial institution on which your payment is drawn refuses to pay us for any reason and the check, money order, credit card payment, or other instrument is returned to us unpaid, you agree to pay a Returned Payment Fee of up to \$15.00. **Additional DIRECTV System Receiver Authorization Fee:** For private viewing customers, we may charge you a fee, as set forth on the rate card (if applicable), for each additional DIRECTV System receiver that you request to be authorized to receive the same programming via continuous connection to the same land-based telephone as your initial DIRECTV System receiver ("Additional Receivers"). Each Additional Receiver must be located at the same address as the initial DIRECTV System receiver, which address is identified as the "Service Address" in the Application attached hereto. We reserve the right to limit the number of the Additional Receivers that you may use and to establish rules for such use. Any additional receiver not continuously connected to the identified land-based telephone line shall be deemed a primary receiver and you shall be charged accordingly. **DIRECTV® PAY PER VIEW Order Assistance Fee:** For private viewing customers, the most convenient method of ordering DIRECTV® PAY PER VIEW services is by using the on-screen program guide and DIRECTV remote control unit to select the movies and other events we offer. To use this method, your DIRECTV System receiver must be continuously connected to a land telephone line. If you order a DIRECTV® PAY PER VIEW movie or event over the telephone by calling DIRECTV Customer Service, a DIRECTV® PAY PER VIEW Order Assistance Fee of up to \$10.00 may be charged to your account for each DIRECTV® PAY PER VIEW movie or event, or other service that you order with Customer Service's assistance, whether or not you later cancel the order.

7) CHANGES IN PROGRAMMING SERVICE AND FEES/SERVICE RENEWAL: We reserve the right to change the programming packages, programming services, or other services we offer, and our prices or fees, at any time. We may also rearrange, delete, add to, or otherwise change the services. For any changes to the programming packages, prices, or fees that are within our control, we will notify you of the change and its effective date. If the change is not acceptable to you, you may cancel your programming service in whole or in part; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 30 days, your continued receipt of any DIRECTV programming service after the effective date of the change will be deemed to be your acceptance of that change, and you will continue to be responsible for payment. DIRECTV programming services that you subscribe to on a periodic basis may be renewed automatically provided we continue to carry the service, unless you contact DIRECTV Customer Service to cancel the services.

8) COLLECTION OF AMOUNTS OWED TO US: If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action.

9) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE REASONABLY BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. OUR LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE

OF ANY LIMITED REMEDY. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT OR ANY SERVICES PROVIDED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. WE ALSO ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT. IN ADDITION, WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. YOU ACKNOWLEDGE THAT YOUR DIRECTV EQUIPMENT HAS BEEN ACQUIRED SEPARATE AND APART FROM THIS AGREEMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DIRECTV EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT.

10) LIABILITY FOR UNAUTHORIZED USE: If your DIRECTV equipment is stolen or otherwise removed from your premises without your authorization, you must notify DIRECTV Customer Service immediately, but in any event not more than 5 days after such removal, or else you may be liable for payment to us for unauthorized use of your DIRECTV System. You will not be liable for unauthorized use after we receive notification.

11) RULES FOR USE; TERMINATION: You are hereby granted the right to receive, exhibit and use the Services in accordance with the terms and conditions set forth in this Agreement, subject to the following rules for use with which you agree to comply. Admission may not be charged for the viewing of, or listening to, any Service(s) provided by us. The Services may not be rebroadcast, transmitted, performed, recorded, duplicated, transcribed and distributed in real-time or near real-time (i.e., provide a "running account") or cablecast. Notwithstanding the foregoing, operation of an authorized DIRECTV digital video recorder, and its intended applications, within the confines of the location shall not be deemed a violation of this Agreement. If you become aware that any third party is rebroadcasting, transmitting, reselling, performing, recording, duplicating, or cablecasting any or all of the Services (whether at your premises or otherwise), or that any third party is receiving, decoding, and/or exhibiting any or all of the Services without authorization from us or at any location other than that which has been authorized by us, you shall notify us immediately and cooperate with us, at our expense for reasonable out-of-pocket expenses, in taking steps to prevent such unauthorized use. No Service provided to you under this Agreement may be used for any unlawful purpose and you shall abide by any and all federal, state, and local rules and regulations applicable to its use and/or exhibition of the Services. You agree that all Services will be exhibited in entirety, in original form and as provided by us, without any modifications, additions (including the addition of a crawl line), or deletions to any of the Services. The music services, including XM Satellite Radio, shall be used only as accompaniment to routine activities, such as, but not limited to, work, shopping, conversation, dining, and relaxation, and shall not be used as an accompaniment to dancing or to serve as an adjunct to any other physical activity (e.g. skating) and for which there is no admission fee charged. You shall not use any of the Marks for any purpose whatsoever and, you agree not to do so unless you receive express written consent from us. You must execute and abide by any and all agreements required by programming provider(s) in connection with your use and/or DIRECTV's provision of such programming services to you, if any. You shall comply with all applicable DIRECTV requirements with respect to directly and continuously connecting the DIRECTV System receivers to the land-based telephone line identified therein as being associated with each such receiver. Information regarding programming services that you have ordered is transmitted via the land-based telephone line(s) identified therein. In addition, we may immediately inactivate any or all services provided to you if the telephone line(s) identified therein are not performing in accordance with our requirements. DIRECTV, or its authorized agent, shall have the right to inspect your DIRECTV System at any time during your normal business hours. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under this Agreement, we may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances accrued through the date of inactivation. DIRECTV System Access Cards are the property of DIRECTV, Inc. Any tampering or other unauthorized modification to the Access Card may result in, and subject you to, legal action.

12) PROGRAMMING BLACKOUTS; INDEMNIFICATION: Certain programming Services we transmit may be blacked out or otherwise unavailable to commercial customers in your local reception area due to legal, contractual, or other restrictions. If you circumvent or attempt to circumvent any of these blackouts or programming restrictions, you may be subject to legal action. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE IMPOSED BY THIS SECTION.

13) SALE/TRANSFER OF EQUIPMENT OR PROGRAMMING SERVICES: You agree to notify us immediately, but in any event not more than 5 days, after you move, sell, give away, or otherwise transfer your DIRECTV equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the DIRECTV programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service or any or your rights and obligations under this Agreement without our prior written consent. If you do, we may inactivate your service.

14) APPLICABLE LAW; ENTIRE AGREEMENT: This Agreement shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission and the laws of the State of California and are subject to amendment, modification, or termination if required by such regulations or laws. In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions will not be affected. This Agreement contains the entire understanding of the parties and supersedes any other prior negotiations, discussions, and agreements between you and DIRECTV.

15) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY; FULL DISCLOSURE: By the signature below, you indicate your unconditional acceptance of the terms and conditions contained in this Agreement. You certify that all of the below-referenced information is true and correct. You understand that your provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. Each person signing this Agreement represents and warrants that (s)he is authorized to execute and deliver this Agreement and that the signature of no one else is required to bind that party. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to executing this Agreement. Further, you have read and understand the contents, terms, conditions, and effects of this entire Agreement.

16) ARBITRATION: Any claim or dispute arising out of, or relating to, this Agreement which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding on the parties and any award of the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such controversy, claim or dispute. The cost of any arbitration hereunder shall be paid by the party determined by the arbitrator to not be the prevailing party, or otherwise allocated in an equitable manner as determined by the arbitrator.

17) PAYMENT UPON CANCELLATION. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or a DIRECTV System, and may incur early cancellation fees and/or equipment non-return fees (as specified in any purchase, programming or other service commitment agreement you entered into in connection with obtaining a DIRECTV System). By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

Public viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is derived from the sale of food/beverage for immediate consumption, or (2) the establishment is, or is located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater) and food/beverage is served for immediate consumption, or (3) the establishment charges, as a part of its primary business operation, admission, cover charge or minimum charge. You represent and warrant that your primary business is either in the hospitality and/or restaurant/bar industries in accordance with the foregoing.

Business viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is not derived from the sale of food/beverage for immediate consumption, AND (2) the establishment is not a hospitality or entertainment establishment, or is not located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater), AND (3) the establishment does not charge admission, cover charge or minimum charge. You represent and warrant that your primary business is neither in the hospitality and/or restaurant/bar industries.

Private viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at commercial establishments at which persons will view the Services in areas that are not accessible to the public. You represent and warrant that you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services it receives in areas accessible to the public and/or common areas. You further represent and warrant that your primary business is neither a satellite master antenna television supported facility containing multiple individual commercial units or in the hospitality and/or restaurant/bar industries and is not accessible to the public. Services include any DIRECTV® Pay Per View Services available to you. The Services may not be viewed in areas accessible to the public and/or common areas.

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____

NAME OF AUTHORIZED OFFICER/AGENT & TITLE _____

NAME OF COMMERCIAL ESTABLISHMENT _____



Commercial Receiver Information Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name _____

DBA _____ Contact Name _____

Service Phone Number _____ Email Address _____

Are all of the DIRECTV System receivers continuously connected to the same land-based telephone line? YES NO

RECEIVER INFORMATION (NOTE: THE MAXIMUM NUMBER OF RECEIVERS AUTHORIZED ON A DIRECTV ACCOUNT IS 20.)

Receiver #1

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

Receiver #2

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

Receiver #3

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

Receiver #4

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

For additional receivers, please make a photocopy of this page and submit with contract paperwork.

* Program pricing does not include taxes and is subject to tax. Account is responsible for all taxes charged on account services. DIRECTV will issue a bill for appropriate taxes after service has been authorized. If tax-exempt, submit tax exemption certificate and once approved, all accrued taxes will be refunded back to account. **Some services automatically renews based on original subscription term, provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the term; however, ESPN/ESPN2/ESPNNews is non-refundable and non-proratable once renewal fee is paid. Blackout restrictions apply to sports programming. To receive sports programming, all DIRECTV Receivers must be continuously connected to the same land-based phone line. DIRECTV System dish with dual-feed LNB required to feed multiple DIRECTV Receivers with a single dish. Commercial locations require an appropriate license agreement. Commercial signal theft is subject to civil and criminal penalties. Programming, pricing, terms and conditions subject to change. Hardware and programming sold separately. Equipment specifications may vary in Alaska and Hawaii. Games shown on local TV stations or regional sports networks will not be included in. All other trademarks and service marks are the property of their respective owners. DIRECTV, the Cyclone Design logo, COMMERCIAL CHOICE and SELECCIÓN COMERCIAL and SELECCION COMERCIAL ULTRA are trademarks of DIRECTV, Inc. ©2009 DIRECTV, Inc