

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% digitalquality 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[™] - <u>exclusively</u> from DIRECTV NASCAR HotPass[™] - <u>exclusively</u> from DIRECTV NBA, NHL, MLB packages plus a wide variety of out-of-market sports programming Local Channels SonicTap Music Channels

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,

DIRECTV For Business 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. ©2010 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.

DIRECTV FOR BUSINESS

Public Viewing Ordering Instructions

<u>Public Viewing:</u> 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:
 - Dublic 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)*.
 - Depayment 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.

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

*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.

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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 Comercial Más 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. - Give us a call for new customer offers! Access fee is required in order to receive ANY HD channel within any package on an account

COMMERCIAL XTRA[™] PACK — \$109.99/month* 180 +The best in sports, news, entertainment and more! Includes locals & regional sports networks from across the country. CHANNELS Service automatically renews** *Bundled price of \$109.99/month includes COMMERCIAL XTRA at \$63.99, Sports Pack at \$12.99 and outlet fees for 2 receivers at \$33.01

The 101 Network ^{HD} A&E ^{HD} ABC Family HD American Movie Classics Animal Planet HD BBC America BET ^{HD} Biography ^{HD} Bloomberg Television Boomerang Bravo HD BYU TV Cartoon Network (East) HD Cartoon Network (West) **Celebrity Shopping Network** Centric Chiller **Christian Television Network** Church Channel CNBC ^{HD} CNBC World CNN HD Comedy Central HD Cooking Channel Country Music Television HD C-SPAN C-SPAN2 Current TV Daystar DIRECTV A-Z Channel Guide DIRECTV Customer Support DIRECTV Sports Mix Channel Discovery Channel Discovery Health Disney Channel (East) HD Disney Channel (West)

COMMERCIAL XTRA[™]

Disney XD HD DIY Network **Documentary Channel** E! Entertainment Television Enlace ESPN^{HD} ESPN2 HD ESPNEWS HD ESPNU HD EWTN FitTV Food Network ^{HD} Fox Business Network HD Fox Movie Channel Fox News Channel HD Free Speech TV_† FUEL TV ^{HD} Fuse FX ^{HD} G4 Galavisión GOD TV Golden Eagle Broadcasting+ Golf Channel Gospel Music Channel Great American Country GSN: the network for games Hallmark HD Headline News HD Theater ^{HD} (only in HD) HDNet ^{HD} (only in HD) HGTV HD History HD History International HITN Hope Channel

HSN Independent Film Channel Investigation Discovery ION Television (East/West) Jewelry Television Network Jewish Life TV Lifetime HD Lifetime Movie Network Link TV LOGO Military Channel MLB Network HD MSNBC HD MTV HO MTV2 mun² NASA TV Nat Geo WILD National Geographic Channel NFL Network HD NHL Network HD Nick Jr Nickelodeon/Nick at Nite (East) HD Nickelodeon/Nick at Nite (West) Nicktoons Network NRB Network ONCE México Ovation TV Oxygen PBS Kids Sprout Planet Green 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 TBS HD TCT Network TeenNick Tennis Channel HD The Hub TLC HD Travel Channel HD Trinity Broadcasting Network truTV Turner Classic Movies (TCM) TV Guide Channel TV Land TV One TVG: The Interactive Horseracing Network Univision (East ^{HD}) USA Network ^{HD} Versus HD VH1 Classic VH1 HD V-me WE tv The Weather Channel HD WGN America HD Word Network World Harvest Television

Plus In-Market RSN(s) ^{HD} and 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 HD

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 GoITV HD Mid-Atlantic Sports Network HD MSG HD MSG Plus HD

The Mtn. (MountainWest Sports) NBA TV $^{\rm HD}$ New England Sports Net (NESN) HD Outdoor Channel SportsNet New York HD SportSouth HD SportsTime Ohio HD Sun Sports H 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: \$109.99

Annual Fee: \$1,319.88

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. Local HD channels vary by territory. ***Broadcasts in HD for games only. † HD equipment and HD Access required. Page 2 of 13

PACKAGES (CONT.)

130 +

CHANNELS

The 101 Network HD A&E^{HD} ABC Family HD American Movie Classics Animal Planet ^{HD} BBC America BET ^{HD} Biography ^{HD} Bloomberg Television Boomerang Bravo HD BYU TV Cartoon Network (East) HD Cartoon Network (West) CBS College Sports Celebrity Shopping Network Christian Television Network Church Channel CNBC HD CNBC World CNN^{HD} Comedy Central HD Cooking Channel Country Music Television HD C-SPAN C-SPAN2 Current TV Davstar DIRECTV News & Sports Mix Discovery Channel ^{HD} Discovery Health **DIY Network Documentary Channel**

COMMERCIAL CHOICE[®] PLUS Treat your customers to the most popular sports, news and entertainment. Including 5 ESPN channels and in-market regional sports networks. Service automatically renews**.

E! Entertainment Television Enlace **ESPN Classic** ESPN HD ESPN2 HD ESPNEWS HD ESPNU HE EWTN FitTV Food Network HD Fox Business Network HD Fox News Channel HD Free Speech TV_† FUEL TV Fuse FX ^{HD} G4 Galavisión GOD TV Golden Eagle Broadcasting+ GoITV HD Gospel Music Channel Great American Country GSN: the network for games Hallmark HD HD Theater ^{HD} (only in HD) HDNet ^{HD} (only in HD) Headline News HGTV HD History HD History International HITN Hope Channel

HSN Investigation Discovery Jewelry Television Network Jewish Life TV Lifetime ^{HD} Link TV LOGO Military Channel MLB Network HD MSNBC HD The Mtn. (MountainWest Sports) MTV HD MTV2 NASA TV Nat Geo WILD National Geographic Channel ^{HD} NBA TV ^{HD} NFL Network HD NHL Network HD Nick Jr Nickelodeon/Nick at Nite (East) HD Nickelodeon/Nick at Nite (West) Nicktoons NRB Network **ONCE México Outdoor Channel** Ovation TV Oxygen Planet Green HD Pursuit Channel QVC **REELZ Channel** RFD-TV

Science Channel HD Sleuth Speed ^{HD} Spike TV HD Sportsman Channel Syfy HD TBS HD TCT Network TeenNick The Hub TLC HD TNT HD Travel Channel HD **Trinity Broadcasting Network** truTV Turner Classic Movies (TCM) TV Guide Channel TV Land TV One TVG: The Interactive Horseracing Network Univision (East ^{HD}) USA Network ^{HD} Versus ^{HD} VH1 ^{HD} VH1 Classic V-me Weather Channel ^{HD} WGN America ^{HD} Word Network World Harvest Television PLUS in-market Regional Sports Networks HD PLUS locals where available

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
101-150	\$241.99	\$2,903.88	501-1,000	\$346.99	\$4,163.88
151-200	\$283.99	\$3,407.88	1,001-2,000	\$367.99	\$4,415.88
201-500	\$325.99	\$3.911.88	2,001+	\$393.99	\$4.727.88

125 +CHANNELS

COMMERCIAL CHOICE[®] This package delivers favorite networks including: CNN, Fox News, NFL Network, Discovery and Travel Channel. Service automatically renews**.

A&E ^{HD} ABC Family ^{HD} American Movie Classics Animal Planet ^{HD} BBC America BET ^{HD} Biography ^{HD} Bloomberg Television	DIY Network Documentary Channel E! Entertainment Telev FitTV Food Network ^{HD} Fox Business Network Fox News Channel ^{HD} FUEL TV ^{HD}		Investigation Discovery Lifetime ^{HD} LOGO Military Channel MLB Network ^{HD} MSNBC ^{HD} The Mtn. (MountainWest Sports) MTV ^{HD}	Science Channel ^{HD} Sleuth Speed ^{HD} Spike TV ^{HD} Sportsman Channel Syfy ^{HD} TBS ^{HD} TeenNick	
Boomerang Bravo ^{HD} BYU TV Cartoon Network (East) ^{HD} Cartoon Network (West) CBS College Sports ^{HD} CNBC ^{HD} CNBC World	Fuse FX ^{HD} G4 Galavisión GOD TV GolTV ^{HD} Great American Count GSN: the network for c	,	MTV2 Nat Geo WILD National Geographic Channel ^{HD} NBA TV ^{HD} NFL Network ^{HD} NHL Network ^{HD} Nick Jr Nickelodeon/Nick at Nite (East) ^{HD}	The Hub TLC ^{HD} TNT ^{HD} Travel Channel ^{HD} truTV Turner Classic Movies TV Guide Channel TV Land	(TCM)
CNN ^{HD} Comedy Central ^{HD} Cooking Channel Country Music Television ^{HD} C-SPAN C-SPAN2 Current TV DIRECTV News Mix Discovery Channel ^{HD} Discovery Health	Hallmark ^{HD} HD Theater ^{HD} (only in HD) HDNet ^{HD} (only in HD) Headline News HGTV ^{HD} History ^{HD} History International HITN Hope Channel HSN	·	Nickelodeon/Nick at Nite (Last) Nickelodeon/Nick at Nite (West) Nicktoons Outdoor Channel Ovation TV Oxygen Planet Green ^{HD} Pursuit Channel QVC REELZ Channel RFD-TV	TV One TVG: The Interactive H Univision (East ^{HD}) USA Network ^{HD} Versus ^{HD} VH1 ^{HD} VH1 Classic V-me Weather Channel ^{HD} WGN America ^{HD}	lorseracing Network
Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50 51-100 101-150 151-200	\$49.99 \$59.99 \$70.99 \$87.99	\$599.88 \$719.88 \$851.88 \$1,055.88	201-500 501-1,000 1,001-2,000 2,001+	\$98.99 \$115.99 \$141.99 \$162.99	\$1,187.88 \$1,391.88 \$1,703.88 \$1,955.88

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. Local and RSN HD feed varies by territory. + HD equipment and HD Access required. Page 3 of 13 Updated 10/18/10

DIRECTV[®] Public Viewing Packages and Rates (Cont.)

PACKAGES (CONT.)

COMERCIAL MAS ULTRA[™] Including over 45 Spanish-language channels, in-market RSNs and locals 115+ where available in one easy package. Service automatically renews**. Requires DIRECTV Multi-Satellite System. **CHANNELS** A&E^{HD} Disney Channel (East) HD Jewish Life TV Disney Channel (West) A Toda Musica Latinoamerica Television Disney XD (ESP) HD ABC Family HD Lifetime HD American Movie Classics E! Entertainment Television Link TV MegaTV ^{HD} Animal Planet HD Ecuavisa Internacional Azteca America Enlace Mexicanal ESPN Deportes Azteca Mexico México 22 Boomerang (ESP) EWTN **MexicoTV** Bravo HD MSNBC HD Food Network HD BYU TV Foot School TV The Mtn. (MountainWest Sports) MTV HD Caracol TV Internacional FOX Deportes Cartoon Network (East) (ESP) HD Free Speech TV_† MTV 2 FX HD mun² Cartoon Network (West) (ESP) Centroamérica TV Galavisión NASA TV National Geographic Channel HD **Christian Television Network** GOD TV Golden Eagle Broadcasting† GolTV ^{HD} **Church Channel** Nick Jr Nickelodeon/Nick at Nite (East) HD **Cine Estelar** Cine Latino Gospel Music Channel Nickelodeon/Nick at Nite (West) Cine Nostalgia CNN ^{HD} Great American Country Hallmark HD Nicktoons NRB Network CNN en Español **NTN 24**

Comedy Central HD C-SPAN C-SPAN2 Daystar **DIRECTV A-Z Channel Guide** DIRECTV Customer Support Discovery Channel ^{HD} Discovery en Español **Discovery Familia**

HD Theater ^{HD} (only in HD) HDNet ^{HD} (only in HD) Headline News History ^{HD} History en Español HITN TV HGTV HD Home Shopping Network (HSN) Hope Channel Jewelry Television

ONCE México Pasiones **PBS Kids Sprout** QVC ShopNBC Speed Channel ^{HD} Spike TV ^{HD} SUR Peru Syfy HD

Annual Fee..... \$695.88

DIRECTV[®] Public Viewing Packages and Rates (Cont.)

TBS HD TCT Network Telecentro Teléfe Internacional Telefutura HD Telemundo (East/West) Televisión Española Internacional The 101 Network HE The Hub TLC ^{HD} TNT HD Tr3s: MTV, Música y Más Travel Channel HD Trinity Broadcasting Network TV Chile TV Colombia TV Dominicana TV Venezuela TyC Sports Univision (East HD/West) USA Network HD VH1 HD V-me WAPA America Weather Channel HD Word Network World Harvest Television

Plus In-Market Regional Sports Network(s) - where available

Monthly Fee.....\$57.99

SEASONAL SPORTS PACKAGES

NFL SUNDAY TICKETTM 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. Features every game in high-definition (HD). Includes NFL SUNDAY TICKET Red Zone Channel, GameMix and Short Cuts. Local blackout rules apply. Package is non-refundable. Service automatically renews.¹¹ (REMEMBER: HD Access, HDTV, triple-LNB multi-sat dish required, interactive receiver required for full GameMix functionality).

Fire Code Occupancy	<u>2010</u> Season Rate	2010 New Customer Offer*	Fire Code Occupancy	<u>2010</u> Season Rate	<u>2010</u> New Customer Off
1-50	\$993.96	\$599.97	751-1000	\$5,512.98	\$3,936.99
51-100	\$1,102.98	\$789.96	1001-1500	\$8,819.97	\$6,299.97
101-200	\$2,645.97	\$1,889.97	1501-2000	\$11,024.97	\$7,874.97
201-350	\$3,638.97	\$2,597.97	2001-5000	\$20,947.98	\$14,961.99
351-500	\$4,079.97	\$2,912.97	5001-10000	\$41,894.97	\$29,924.97
501-750	\$4,409.97	\$3,149.97	10001+	\$50,496.00	\$36,069.99

NASCAR HotPass[™] DIRECTV Exclusive. Featuring the 2010 Sprint Cup Series races each weekend all in heart-pounding HD. Plus, 4 dedicated driver channels with multiple camera angles and live driver-team communications.



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 Comercial Más Ultra.

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! Watch 8 games live at the same time with Game Mix. With HD Access you will receive games in HD. Package is non refundable. Service automatically renews.^{††}

<u>Est. Vi</u>	ewing Occupancy	<u>2010</u> Season Rate	2010 New Customer Offer*	Est. Viewing Occupancy	<u>2010</u> Season Rate	2010 New Customer Offer*
MLB A Extra Innings	1-50 51-100 101-150 151-200 201-350	\$749.99 \$999.99 \$1,399.98 \$1,749.99 \$1,999.98	\$539.97 \$539.97 \$999.99 \$1,299.99 \$1,399.98	351-500 501-1000 1001-2000 2001-5000 5001+	\$2,099.97 \$2,399.97 \$2,799.99 \$3,599.97 \$4,399.98	\$1,499.97 \$1,799.97 \$2,199.99 \$2,799.99 \$3,499.98

*Applies to new, first time subscribers who did not take MLB EXTRA INNINGS 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. † HD equipment and HD Access required. ¹¹Seasonal 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

DIRECTV[®] Public Viewing Packages and Rates (Cont.)

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.[†]



2010 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.[†]

	Fire Code Occupancy	<u>2010-2011 Season</u> <u>Rate</u>	<u>2010-2011 New</u> Customer Rate*	Fire Code Occupancy	<u>2010-2011 Season</u> <u>Rate</u>	2010-2011 New Customer Rate*
SPA	1-50 51-100 101-150 151-200 201-500	\$599.97 \$799.98 \$1,569.99 \$2,049.99 \$2,859.99	\$449.97 \$599.97 \$1,334.97 \$1,742.97 \$2,430.99	501-1000 1001-2000 2001-5000 5001-10,000 10,001+	\$3,499.98 \$4,649.97 \$7,029.99 \$9,949.98 \$15,799.98	\$2,974.98 \$3,952.98 \$5,975.49 \$8,457.48 \$13,429.98
		*Applies to	new first time subscribers who	did not take NBA LEAGUE PASS or	eviously	

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.

	Est. Viewing	<u>2010-2011 Season</u>	2010-2011 New	Est. Viewing	<u>2010-2011 Season</u>	2010-2011 New
	Occupancy	<u>Rate</u>	Customer Rate*	Occupancy	<u>Rate</u>	Customer Rate*
GINDING	1-50	\$698.97	\$524.97	201-350	\$1,547.97	\$1,316.97
	51-100	\$899.97	\$674.97	351 –500	\$1,847.97	\$1,571.97
C	101-150 151-200	\$1,097.97 \$1,397.97	\$935.97 \$1,190.97	501+	\$2,297.97	\$1,955.97
		*Applies to	new, first time subscribers who d	id not take NHL CENTER ICE	previously.	

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> </u>	Fire Code Occupancy	<u>2010-2011 Season</u> <u>Rate</u>	2010-2011 New Customer Rate*	Fire Code Occupancy	<u>2010-2011 Season</u> <u>Rate</u>	2010-2011 New Customer Rate*
	1-100 101-200	\$523.98 \$880.98	\$449.97 \$748.88	1001-2000 2001 –5000	\$1,763.97 \$2,098.98	\$1,499.97 \$1,784.97
	201-500 501-1000	\$1,101.99 \$1,322.97	\$962.97 \$1,124.97	5001+	\$2,308.98	\$1,949.97
		*Applies to r	new first time subscribers who	did not take ESPN FULL COURT of	eviously	

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.^{††}

Fire Code Occupancy 2010 Sea	son Rate 2010 New Customer	Fire Code Occupancy	2010 Season Rate	2010 New Customer
101-200 \$1,4 201-500 \$1,8	Rate* 9.97 \$374.97 82.00 \$899.97 32.97 \$1,562.97 89.97 \$1.862.97	1001-2000 2001 –5000 5001+	\$3,248.97 \$4,133.97 \$5,315.97	<u>Rate*</u> \$2,762.97 \$3,602.97 \$4,517.97

*Applies to new, first time subscribers who did not take ESPN GamePlan previously

CricketTicket™ 2010 Exciting world-class cricket matches and India tours. Season dates are February 25, 2010 - February 25, 2011. 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**.

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

Comcast SportsNet Bay Area HD Programming includes San Francisco Giants baseball, Golden State Warriors basketball, San Jose Saber-Cats football, and San Jose Earthquakes soccer. Service automatically renews**.

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

*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.

Comcast SportsNet California ^{HD} Is a sports and entertainment television network featuring the Sacramento Kings, Sacramento Monarchs, Oakland Athletics, San Jose Sharks, local, regional and national sporting events as well as sporting news and sports talk. Service automatically renews**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50 51-100 101-150	\$30.00 \$45.00 \$60.00	\$360.00 \$540.00 \$720.00	151-200 201+	\$85.00 \$110.00	\$1,020.00 \$1,320.00

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**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	<u>Annual Fee</u>
1-50 51-100 101-150	\$30.00 \$45.00 \$60.00	\$360.00 \$540.00 \$720.00	151-200 201+	\$85.00 \$110.00	\$1,020.00 \$1,320.00

Comcast SportsNet New England ^{HD} Covers sports in the Northeastern U.S. including the Boston Celtics, Connecticut Suns, and New England Revolution. Service automatically renews**.

ngland Revolution. Service automatically renews**.							
Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee		
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

ESPN Networks^{HD} Your customers will enjoy five channels of 24-hour sports from a leader in sports coverage: ESPN^{HD}, ESPN2^{HD}, ESPNews^{HD}, ESPN Classic, and ESPNU^{HD}! Service automatically renews**.

\$479.88

Monthly Fee.....\$57.99

\$39.99

Annual Fee.....\$695.88

Fox Soccer Channel^{HD} 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 Soccer Plus^{HD} A complement to Fox Soccer Channel. Enjoy this new international sports network which offers the best international soccer and rugby from the elite leagues and competitions all over the globe, including the UEFA Champions League, Barclay's Premier League and Magners League. Package is non-refundable. Service automatically renews.^{††}

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

FOX Deportes Features comprehensive, year-round coverage of top-flight sporting events, including the biggest Latin American and International soccer, baseball and combat sports. 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: Comcast SportsNet Mid-Atlantic, New England Sports Network, Sun Sports, Fox Sports Networks, including FSN Arizona^{HD}, FSN Cincinnati, FSN Detroit ^{HD}, FSN Florida^{HD}, FSN Midwest^{HD}, FSN North ^{HD}, FSN Northwest^{HD}, FSN Ohio, FSN Pittsburgh^{HD}, FSN Rocky Mountain^{HD}, FSN South^{HD}, FSN South^{HD}, FSN South^{HD}, FSN South^{HD}, FSN West^{HD}, FSN West^{HD}

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

Madison Square Garden (MSG) & MSG Plus^{HD} The nation's longest running regional sports network, telecasts more than 300 live events a year, including the Knicks, Rangers, Sabres and Red Bull as well as a plethora of college basketball, college football, boxing and high school sports. MSG Plus is the television home of the New York Islanders and New Jersey Devils, and covers the New York, Southern Connecticut, New Jersey, Northeast Pennsylvania areas. Service automatically renews**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50 51-100 101-150	\$44.99 \$49.99 \$54.99	\$539.88 \$599.88 \$659.88	151-200 201+	\$59.99 \$64.99	\$719.88 \$779.88

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.

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**.

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

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**.

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

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**.

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

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

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.

Estimated Viewing Occupancy	<u>2010</u> <u>6-Month Rate</u>	<u>2010</u> <u>A La Carte Rate*</u>	Estimated Viewing Occupancy	<u>2010</u> <u>6-Month Rate</u>	<u>2010</u> <u>A La Carte Rate*</u>
1 - 50	\$1,296	\$360	1,001 - 1,500	\$10,800	\$3,000
51 - 100	\$2,160	\$600	1,501 - 2,000	\$14,400	\$4,200
101 - 200	\$3.024	\$840	2,001 - 5,000	\$18,000	\$5,040
201 - 500	\$4,200	\$1,200	5,001 - 10,000	\$21,600	\$6,000
501 - 750	\$5,400	\$1,500	10,001 +	\$25,200	\$7,200
751 - 1,000	\$7,200	\$2,040	·		

*Excludes WrestleMania; WrestleMania pricing is separate. Please call 888/200-4388 for more details.

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:

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

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.

Estimated Viewing Occupancy	Monthly Fee	Estimated Viewing Occupancy	Monthly Fee
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

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.

SPECIALTY PROGRAMMING AND LOCALS

DIRECTV[®] Public Viewing Packages and Rates (Cont.)

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**.

Palladia HD

Monthly Fee.....\$6.99

Annual Fee.....\$83.88

HD Business Package Enhance your HD experience with a special group of 8 HD-only channels! Service automatically renews**.

rime & Investigation HD	
allmark Movie Channel HD	

н

HDNet Movies MGM HD

Monthly Fee.....\$9.99

Sony Movie Channel HD (NEW !!)

Smithsonian Channel HD Universal HD

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.....\$119.88



Annual Fee.....\$60.00

SonicTap Music Channels No commercials, no DJ interruptions. Kickin' Country. Smooth Soul. Rock 'n' Roll. Latin rhythms. With over 80 music channels from a wide array of genres, there's a beat for every business with SonicTap music. Requires Multi-Satellite System. Service automatically renews**.

Alternative: Coffeehouse Rock Alternative: Flashback/New Wave Bluegrass: Bluegrass Classic Rock Workout Classic Rock: Classic Hits Blend Classical: Light Classical Classical: Symphonic Country: Hit Country Country: Honky Tonk Tavern Country: Modern Country Country: Red, Rock and Blues Country: Traditional Country Dance: Dance Dance: Retro Disco Dance: SubTerranean **Familiar Favorites** Folk: Folk Rock Great Standards Groove Lounge Health & Fitness: New Age Health & Fitness: Zen

Holiday & Happenings Instrumental: Beautiful Instrumentals International: Reggae Irish Italian Bistro Blend Italian Contemporary Jazz Jazz: Big Band/Swing Jazz: Classic Jazz Vocal Band Jazz: Smooth Jazz Latin: Bailamos! Metro Blend Modern Workout Oldies: 60's Revolution Oldies: 70's Hits Oldies: 80's Hits Oldies: Malt Shop Oldies Piano Pop/Adult Contemporary: 90's Hits Pop/Adult Contemporary: Adult Contemoprary Pop/Adult Contemporary: Hottest Hits

Pop/Adult Contemporary: Love Songs Pop/Adult Contemporary: Y2K Hits Pop/Adult: Today's Hits PUMP! Rat Pack Religious: Gospel Glory Religious: Halleluiah Religious: The Spirit Rock: Adult Alternative Rock: Alternative Rock: Classic Rock Rock: College Rock Rock: Full Metal Jacket Rock: Hair Guitar Rock: Ink'd Rock: Reality Bites Rock: Soft Hits Rock: Spike + Sonic Tap: Carnaval Brasileiro Sonic Tap: Fiesta Tropical Sonic Tap: Hurbano

Sonic Tap: Latin Hits Sonic Tap: Latin Jazz Sonic Tap: Mariachi Sonic Tap: Music of the Americas Sonic Tap: Regional Mexican Sonic Tap: Rock en Espanol Sonic Tap: Salsa Specialty: 8-Tracks Specialty: Be-Tween Specialty: Blues Specialty: The Playground Standards: Showtunes Standards: Silver Screen Standards: Singers-Songwriters Tranquility Urban: Classic R&B Urban: Hot Jamz (Hip Hop) Urban: Hype + Urban: Old School Funk Urban: Silky Soul Urban: The Boombox + + Contains explicit lyrics

Monthly Fee.....\$31.99

Annual Fee..... \$383.88

INTERNATIONAL PROGRAMMING

30 +CHANNELS

BYU TV Enlace **Christian Television Network** EWTN Church Channel Free Speech TV_† C-SPAN GOD TV Golden Eagle Broadcasting† HD Theater ^{HD} (only in HD) HDNet ^{HD} (only in HD) C-SPAN 2 Daystar DIRECTV A-Z Channel Guide **DIRECTV Customer Support** HITN

COMMERCIAL BASIC[™] Over 30 channels of family programming suitable for all ages. Requires subscription to an International a la carte package. Service automatically renews**. Requires DIRECTV Multi-Satellite System.

> Home Shopping Network Hope Channel Jewelry TV Jewish Life Television Link TV NASA TV **NRB** Network **ONCE México**

OVC ShopNBC TCT Network The 101 Network ^{HD} **Trinity Broadcasting Network** V-me Word Network World Harvest Television Locals included where available

Annual Fee..... \$239.88

Monthly Fee.....\$19.99

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 and AASTHA TV. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

FilipinoDirectTM The best in Filipino programming, GM Pinoy TV, 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

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. † HD equipment and HD Access required.

GreekDirect [™] II Ha After Globe and GMTV. Serv		, news, drama, music, pop culture and more. Includes MEGA Cosmos, Alpha Sat,
	Monthly Fee\$44.99	Annual Fee\$539.88
channel, AASTHA, Filmy, MT	prehensive Hindi entertainment package includi V India, NDTV, NDTV Good Times, NDTV Profi e receiver. Service automatically renews*.	ng STAR PLUS India's number one channel, STAR NEWS a 24-hour Hindi news t, STAR Gold, STAR ONE, UTV Movie Channel, Willow Cricket. Requires 36"
	Monthly Fee\$39.99	Annual Fee\$479.88
Jadeworld [®] Now you CCTV-4 and Tai Seng Entert	can get six Chinese-language channels in one a	ffordable package! Channels include TVB1, TVB2, TVBS, TVB Entertainment, tem and telephone connection. Service automatically renews**
	Monthly Fee\$44.99	Annual Fee\$539.00
TV and National Geographic		s first 24-hour news network, CTS, EBS, MBC, MBC Every1, SBS, SBS Plus, TAN dio station in the United States: Radio Korea (Audio only). Requires 36"
	Monthly Fee\$36.99	Annual Fee\$443.88
	nt affairs in Mandarin Chinese 24-hours-a-day, T	Phoenix North American Chinese Channel, Phoenix Info News delivering independ- VBS, TVB8, Tai Seng Sat TV and CCTV4. Requires 36" international dish and capa
	Monthly Fee\$29.99	Annual Fee\$359.88
RTR Planeta With the ries, and delivers them to all	e leading channels "Kultura" and "Rossiya", this of Russian-speaking people around the world. Rec Monthly Fee	channel features cultural programming, news, sports, feature films and documenta- juires 36" international dish and capable receiver. Service automatically renews*. Annual Fee
	Monthly Fee	Ainiuai Fee
		k and more to keep you connected to Russian culture, including Channel One nya: Retro Channel. Requires 36" international dish and capable receiver.
	Monthly Fee\$39.99	Annual Fee\$479.88
	Get the best programming for every age group Requires 36" international dish and capable re	, including Channel One, Dom Kino, Muzika Pervogo, RTR Planeta, Rossiya 24, ceiver. Service automatically renews*.
	Monthly Fee\$45.99	Annual Fee\$551.88
TamilDirect [™] Star V mas, soaps, comedy, music a ble receiver. Service automat	and movies to talk shows and debates on topica	annels in India broadcasting in Tamil. Star Vijay features an excellent mix of dra- I issues. Plus spiritual network AASTHA. Requires 36" international dish and capa-
	Monthly Fee\$24.99	Annual Fee\$299.88
		and music programs. TeluguDirect [®] also includes special programs during festival ires 36" international dish and capable receiver. Service automatically renews*.
	Monthly Fee\$24.99	Annual Fee\$299.88
ABS-CBN News Channel, Ci	e best in Filipino television and radio, including nema One Global, DWRR 101.9, DZMM Radio I pable receiver. Service automatically renews*.	news, movies, talk shows, sports, regional programming and more. Includes Patrol, The Filipino Channel, Pinoy Central TV and MYX music channel. Requires
	Monthly Fee\$32.99	Annual Fee\$395.88
namese programming netwo	IETV Enjoy an amazing programming mix cru rk originated in America, TVB Vietnam, SBTN Li ver. Service automatically renews*.	eated specifically for Vietnamese Americans. Offers SBTN: the first 24-hour Viet- ttle Saigon Radio, HONVIETV, Tai Seng Vietnam, Vien Thao. Requires 36" interna
	Monthly Fee\$34.99	Annual Fee\$419.88
ness, featuring Vietnamese of	Differs SBTN: the first 24-hour Vietnamese progra sustoms and traditions and a variety of programs e receiver. Service automatically renews*.	amming network originated in America. VHN–TV: dedicated to education and aware , TVB Vietnam, Little Saigon Radio, Tai Seng Vietnam, Vien Thao. Requires 36"
	Monthly Fee\$29.99	Annual Fee\$359.88
BONUS Channels - Desig	ned specifically for an international audience, th	ese channels are included with any International package: MHz Worldview,

DIRECTV[®] Public Viewing Packages and Rates (Cont.)

CCTV-9 and GEM NET (Global Expansion Media Network)

INTERNATIONAL PROGRAMMING (CONT.)

DIRECTV FOR BUSINESS

Public Viewing Order Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name	Email Address		
DBA	Contact Name		
Service Address(Street address must be given)	City	State	Zip
Service Phone Number Service Fax Number		Install Date	
Billing Address	City	State	Zip
Billing Phone Number E	Billing Fax Number		
ACCOUNT TYPE: DUBLIC/BAR NATIONAL FRANCHISE/BAR Please choose one (Legal Structure): Sole Proprietorship Partnership State of Organization (e.g., CA, NY, etc.): Federal Tax ID Number: If you are a government agency, non-profit organization, or direct payment company, attach copy of tax exemplets of the second seco	Corporation LLC	Ref. Code C	Agency
Please choose your applicable type of establishment. PUBLIC VIEWING: BAR/LOUNGE FAMILY RESTAURANT EVO: FCO: Programming (please fill in) By signing up for any DIRECTV programming services, subscriber is automatically eligible for season provided DIRECTV continues to carry the service.		OOD SERV PUB	ENTERTAINMENT
COMMERCIAL XTRA PACK Bundle Package Pricing based on EVO. Service	e automatically renews**	\$	 \$
COMMERCIAL CHOICE PLUS Package Pricing based on EVO. Service automa	atically renews**	\$	\$
COMMERCIAL CHOICE Package Pricing based on EVO. Service automatically re	enews**	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
# of TVs # of HD Receivers # of SD Receivers		TOTAL PAYMENT*	\$
SEASONAL SPORTS SUBSCRIPTIONS: The following sports subscription s PLEASE CHECK APPROPIATE BOX IF ELECTING 3-PAY OPTION: NFL SUNDAY TICKET™NBA LEAGUE PASSNHL® CENTER ICE®MLB I Payment C	EXTRA INNINGS [®] CricketT		,
	·	American Express	Other
Name on credit card: Credit Card #			Exp. Date:
Amount to charge against credit card (total payment): \$ I			
Signature of Cardholder:			·
Customer Signature:			
Commercial Dea I certify that the foregoing information is to the best of my knowledge, complete and accurate, and attachments by personally visiting the above-referenced establishment.	and that I have verified the accurac	-	
Commercial Sales Agent Name:			
Phone Number: Fax Number: Signature of Sales Agent:	Email Address:		

THIS DESCRIBES THE TERMS AND CONDITIONS of YOUR RECEIPT AND PAYMENT OF DIRECTV® SERVICE and is subject to arbitration (section 16). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT MEANS THAT YOU ACCEPT THESE TERMS AND THEY ARE LEGALLY BINDING.

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.

AGREEMENT TO TERMS AND CONDITIONS: You promise to pay amounts 1) 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.

BILLING STATEMENTS AND PAYMENTS: We will send you a statement for 2) 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.

PAYMENT FOR SERVICE: You promise to pay for: a) all Services ordered by you 3) 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 the Services. If you paid for an annual subscription to any 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. <u>Undisputed portions of the</u> 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.

CLOSING YOUR ACCOUNT: You may inactivate or modify Services you receive, 5) 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.

FEES AND CHARGES: You understand and agree that we do not extend credit to 6) 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 nonpayment for any of the 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 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 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 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 and Business 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 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 may be deemed a primary receiver and you may 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 DIRECTV Customer Service's assistance, whether or not you later cancel the order.

CHANGES IN SERVICE AND FEES/SERVICE RENEWAL: We reserve the right 7) to change the packages, 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 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 14 days, your continued receipt of any DIRECTV 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 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.

LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT 9) 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 URECTLY 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 NEOLOGNOC FUEN US AND ADVISED OF THE DOCUMENT OF 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. <u>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.</u>

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. Any music services, including packaged music channels, shall be used only as accompaniment to routine activities for which there is no admission fee charged, such as, but not limited to, work, shopping, conversation, dining, and relaxation, and the music service shall not be used as an accompaniment to dancing or to serve as an adjunct to any other physical activity (e.g. skating). 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 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 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 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 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 in which the Service is provided 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: Your election to receive Service constitutes 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. Your provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. The person ordering Service represents and warrants that (s)he is authorized to agree to the terms of this Agreement. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to agreeing to 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 rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. 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. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 16 is unenforceable.

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.

THE SERVICE PROVIDED TO YOU IS DEPENDENT ON THE TYPE OF COMMERICAL ESTABLISHMENT YOU OPERATE. YOUR RECEIPT OF SERVICES CONSTITUTES YOUR AGREEMENT TO THE FOLLOWING, AS APPLICABLE:

Public Viewing Customers: If you ordered a Public Viewing programming package, you represent, warrant, acknowledge and agree that 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, a cover charge or minimum charge.

Business Viewing Customers: If you ordered a Business Viewing programming package, you represent, warrant, acknowledge and agree that 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.

Private Viewing Customers: If you ordered a Private Office Viewing programming package, you represent, warrant, acknowledge and agree that (1) the 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 and (2) 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 and (3) 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.

	Commercial F Information	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 s	ame land-based telephone line?	YES NO		
RECEIVER INFORMATION	NOTE: THE MAXIMUM NUMBER OF R	ECEIVERS AUTHORIZED ON A	A DIRECTV ACCOUNT IS 20.)		
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/ESPNews 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 sports subscription packages. All other trademarks and service marks are the property of their respective owners. DIRECTV and DIRECTV for Business logo and COMMERCIAL XTRA are trademarks of DIRECTV, Inc. ©2010 DIRECTV, Inc.