

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. Here are some of the highlights of our programming packages:

COMMERCIAL CHOICE PLUS[®] High-Definition (HDTV) programming* NFL SUNDAY TICKETTM - <u>exclusively</u> from DIRECTV NASCAR HotPassTM - <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 oil rig. 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, Douglas Eichler Vice President, Commercial DIRECTV, Inc. Contact us at **DIRECTVforOil@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. ©2012 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.



Oil Rig Viewing Ordering Instructions

Thank you for your interest in DIRECTV Oil Rig programming. To subscribe, please complete the following steps:

- **1** Select the programming that you wish to receive by completing the appropriate entries on the Oil Rig 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:
 - □ Oil Rig Order Form (Page 8).
 - DIRECTV Commercial Viewing Agreement (Pages 9 & 10).
 - Commercial Customer Information Form (Page 11).
 - Copy of Fire Code Occupancy Certificate (if ordering FCO-based programming)*.

Phone: 1-888-200-4388 FAX: 1-800-933-4631

Email: DIRECTVforOil@DIRECTV.com

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</u> 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.

©2012 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc.



DIRECTV[®] OIL RIG PACKAGES and RATES

Customers must subscribe to one of the following base programming packages in order to add on any additional service(s): COMMERCIAL CHOICE PLUS or COMMERCIAL CHOICE

^{HD} Access to DIRECTV HD programming requires a DIRECTV HD Receiver, HD television equipment and an HD Access fee of \$25.00 per month.

125+ COMMERCIAL CHOICE[®] This package delivers favorite networks such as TNT and CNN, plus networks like CHANNELS Speed Network not found on most cable systems. Service automatically renews**.

A&E^{HD} ABC Family HD American Auction Network AMC HD Animal Planet HD AUDIENCE Network HD AXS TV HD (only in HD) BabyFirstTV† BBC America ^{HD} beIN SPORTS HD BET HD Biography Channel HD **Bloomberg Television** Boomerang Bravo ^{HD} BYU TV Cartoon Network (East) HD Cartoon Network (West) CBS Sports Network HD Celebrity Shopping Network Christian Television Network Church Channel Cloo CMT HD CNBC HD CNBC World Comedy Central HD Cooking Channel HD C-SPAN C-SPAN2

Current TV Davstar Destination America HD DIRECTV News Mix Discovery Channel HD Discovery Fit & Health DIY Network HD E! Entertainment Television HD Enlace EWTN Food Network HD Fox Business Network HD Fox News Channel Free Speech TV₁ FUEL TV^{HD} Fuse FX^{HD} GAC Galavisión Gem Shopping Network GOD TV_† Golden Eagle Broadcasting+ Gospel Music Channel GSN: the network for games H2 ^{HD} Hallmark HD Headline News HD HGTV HD History HD HITN Hope Channel

HSN Inspiration Network Investigation Discovery HD Jewelry Television Network Jewish Life TV Lifetime HD Link TV LOGO Military Channel MLB Network HD MSNBC HD MTV HO MTV2 NASA TV† Nat Geo WILD HD National Geographic Channel HD NBA TV HD NBC Sports Network 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** Oprah Winfrey Network (OWN) **Outdoor Channel** Ovation TV Oxygen QVC

REELZ Channel RFD-TV Science Channel ^{HD} 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) HD TV Guide Channel TV Land TV One TVG: The Interactive Horseracing Network Univision (East) ^{HD} USA Network ^{HD} Velocity ^{HD} (only in HD) VH1 HD VH1 Classic V-me Weather Channel HD WGN America HD Word Network World Harvest Television

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50	\$62.99	\$755.88	201-500	\$118.99	\$1,427.88
51-100	\$73.99	\$887.88	501-1,000	\$137.99	\$1,655.88
101-150	\$86.99	\$1,043.88	1,001-2,000	\$167.99	\$2,015.88
151-200	\$105.99	\$1,271.88	2,001+	\$191.99	\$2,303.88

COMMERCIAL CHOICE[®] PLUS Includes all the news, entertainment and information channels listed in 130 +COMMERCIAL CHOICE Package plus... Service automatically renews**. If local channels are not available in your area, CHANNELS you can still enjoy programming for less than the listed price. ESPN HD TWC Deportes HD PLUS in-market RSNs HD **ESPN Classic** ESPN2 HD TWC SportsNet HD ESPNEWS HD PLUS local channels where available HD ESPN 3D HD ESPNU HD 3D requires 3D equipment and HD Access Estimated Viewing Occupancy Annual Fee Monthly Fee Annual Fee Estimated Viewing Occupancy Monthly Fee 1-50 \$191.99 \$2.303.88 201-500 \$371.99 \$4.463.88 51-100 501-1,000 \$4,727.88 \$227.99 \$2,735.88 \$393.99 101-150 \$275.99 \$3,311.88 1,001-2,000 \$418.99 \$5,027.88 \$448.99 \$5,387.88 151-200 \$323.99 \$3,887.88 2,001+

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 (MPEG4) equipment and HD Access required.

SEASONAL SPORTS PACKAGES

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. Price based on FCO. Package is non-refundable. Service automatically renews.^{††}

2012-2013 Season Rate: \$119.77

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. Price based on FCO. Package is non-refundable. Service automatically renews.^{††}

2013 Season Rate Coming Soon

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.^{††}

2013 Season Rate: \$234.99

3-pay and 5-pay monthly installment payments available.

MLS DIRECT KICKTM Follow your favorite Major League Soccer teams and players throughout the season with MLS DIRECT KICKTM. 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.^{††}

2013 Season Rate Coming Soon

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. Price based on FCO. Package is non-refundable. Service automatically renews.^{††}

2012-2013 Season Rate: \$199.98

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 200 games during the season — that's 17 weeks of action! 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. Price based on FCO. Package is non-refundable. Service automatically renews.^{††}

Early Bird Pricing is available 1/1/2013 - 3/31/2013

2013 Early Bird New Customer Offer: \$395.00

3-pay and 5-pay monthly installment payments available.

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.^{††}

2012-2013 New Customer Offer*: \$156.50 2012-2013 Season Rate: \$185.00

3-pay monthly installment payments available. *Applies to existing DIRECTV customers who did not take NHL CENTER ICE previously.

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. Service automatically renews**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	<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			

* & ** are explained on Page 12. 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. ^{††}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 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

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 shows. 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	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 New England ^{HD} Covers sports in the Northeastern U.S. including the Boston Celtics, Connecticut Suns, and New England Revolution. 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

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

Monthly Fee.....\$62.99

Annual Fee.....\$755.88

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. Package is non-refundable. Service automatically renews**.

Monthly Fee......\$45.99

Annual Fee.....\$499.00

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 FS Arizona ^{HD}, FS Cincinnati, FS Detroit ^{HD}, FS Florida ^{HD}, FS Nidwest ^{HD}, FS North ^{HD}, FS Ohio, FS San Diego ^{HD}, FS South ^{HD}, FS South ^{HD}, FS West ^{HD} and FS Prime Ticket ^{HD}, ROOT Sports Networks Northwest ^{HD}, ROOT Sports Rocky Mountain ^{HD}. Service automatically renews**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
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

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	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

* & ** are explained on Page 12. 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.

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

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	Annual Fee	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 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

Universal Sports The preeminent media destination for Olympic-related, lifestyle and adventure sports programming. Major world-class championships and Olympic-related sports events found on Universal Sports include track & field, skiing, swimming, gymnastics, cycling, volleyball, marathons, triathlons and rugby.

Monthly Fee.....\$14.99

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

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+	\$37.00

LOCALS AND SPECIALTY PROGRAMMING

Distant Network Services Los Angeles/New York television stations (2 channels of each network—ABC, CBS, NBC and Fox).

Monthly Fee.....\$20.00

Annual Fee.....\$240.00

Local Channels nD 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

* & ** are explained on Page 12. 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.

Universal HD

HD Business Package Enhance your HD experience with a special group of 9 HD-only channels! Service automatically renews**.

Crime & Investigation HD
Hallmark Movie Channel HD

HDNet Movies MGM HD

Monthly Fee.....\$9.99

Palladia HD Shorts HD

Annual Fee.....\$119.88

Sony Movie Channel HD

Smithsonian Channel HD

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: Hallelujah 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.....\$34.99

Annual Fee...... \$419.88

PREMIUM PROGRAMMING ENTERTAINMENT UNLIMITED^{SM HD} up to 32 channels with HD Access. 5 Star MAX East HD Only HBO® (East) HD HBO Latino HD TMC Xtra HD Only SHOWTIME Extreme HD @MAX East HD Only Action MAX HD Only Only HBO[®] (West) ^{HD} HBO Signature HD SHOWTIME_® (East) HD SHOWTIME Next HD Only SHOWTIME 2 HD HBO 2 (East) HD HBO Zone HD Only SHOWTIME Women HD Only HBO 2 (West) ^{HD} HBO Comedy ^{HD Only} Cinemax[®] (East) ^{HD} Cinemax[®] (West) ^{HD} MoreMax HD SHOWTIME 2^{°HE} SHOWCASE ^{HD} Sundance Channel The Movie Channel^{™ HD} Thriller MAX HD Only WMAX East HD Only HBO Family™ (East) HD SHOWTIME Beyond HD Only The Movie Channel (West) **FLIX**_® HBO Family[™] (West) Fox Movie Channel Monthly Fee.....\$43.99 Annual Fee.....\$527.88 **HBO**^{® HD} up to 11 channels with HD Access. HBO[®] (East) ^{HD} HBO[®] (West) ^{HD} HBO Zone HD Only HBO 2 (West) HD HBO Family™ (East) ^{HD} HBO Latino HD HBO Comedy HD Only HBO Family[™] (West) HBO Signature HD Sundance Channel HBO 2 (East) HD Monthly Fee.....\$16.99 Annual Fee.....\$203.88 **HBO**^{® HD} / **SHOWTIME**^{® HD} up to 24 channels with HD Access. HBO 2 (West) ^{HD} HBO Comedy ^{HD Only} HBO Family™ (East) ^{HD} HBO Signature HD SHOWTIME Extreme HD SHOWTIME® (East) HD **FLIX**_® SHOWTIME® (West) HD SHOWTIME 2 HD HBO Zone HD Only Fox Movie Channel SHOWTIME Next HD Only SHOWTIME Women HD Only HBO[®] (East) ^{HD} HBO[®] (West) ^{HD} The Movie Channel^{™ HD} HBO Family[™] (West) HBO Latino^{HD} The Movie Channel (West) TMC Xtra ^{HD Only} SHOWCASE Sundance Channel HBO 2 (East) HD SHOWTIME Beyond HD Only Monthly Fee.....\$26.99 Annual Fee.....\$323.88 **SHOWTIME**^{HD} up to 13 channels with HD Access. TMC Xtra ^{HD Only} SHOWTIME Beyond HD Only SHOWTIME Women HD Only SHOWTIME® East HD

SHOWTIME® West ^{HD} SHOWTIME 2 ^{HD} SHOWCASE ^{HD}

SHOWTIME Beyond ^{HD Only} SHOWTIME Extreme ^{HD} SHOWTIME Next ^{HD Only} SHOWTIME Women ^{HD Only} The Movie Channel™ ^{HD} The Movie Channel West

TMC Xtra $^{HD Only}$ FLIX_® Sundance Channel.

Monthly Fee.....\$16.99

Annual Fee.....\$203.88

* & ** are explained on Page 12. 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.

PREMIUM PACKAGES (CONT.)			DIRECTV [®] Oil Rig Packages and Rates (Cont.)				
STARZ [®] Super F	Pack HD up to 15 channe	els with HD Acce	SS.				
Encore (East) ^{HD} Encore (West) Encore Action	Encore Drama Encore Love Encore Suspense Monthly Fee	Enc STA	ore Family ore Westerns RZ [®] (East) ^{HD}	Starz Ec Starz Inl	[®] (West) ^{HD} dge ^{HD} Black ^{HD} Fee\$203.8a	Starz Cinema Starz Comedy Starz Kids & I	HD Only Y HD Only Family ^{HD Only}
			internet at the set		films from the second		·
	hottest adult entertainment Monthly Fee		nsion, aining the st	eamiest erotic	mins from the work	d s top adult stud	IOS.
PLAYBOY TV Sop	phisticated entertainment for	r adults, including	PLAYBOY-produ	iced series and	d specials ranging fi	rom the informati	ve to the sensual.
	Monthly Fee				ee\$239.		
		INTERNAT	IONAL PRC	GRAMM	ING		
NEW! 45+ CHANNELS	En Español™ Ne base package. Service a	w A La Carte pac utomatically rene	ckage with over 45 ws**. Requires DI	ivaluable Spa RECTV Multi-	nish-language chan Satellite System.	inels. The perfect	ct compliment to any
Azteca America Azteca Mexico beIN SPORT Canal SUR Peru Caracol TV Internacional CentroAmerica TV Cine Estelar TV Cine Latino	CNN en Español Customer Information Discovery en Español Discovery Familia Ecuavisa ESPN Deportes FOX Deportes	GoITV History en Españ Latinoamerica Mega TV Mexicanal Mexico 22 Mexico TV (TV M mun2	ONCE-T Pasione: Perú Má Regiona Iexico) Telecent Teléfe Ir	lombia V s gico I Music TV iro iternacional	Telefutura ^{HD} Telemundo East Telewindo West Televisión Españo Tr3s: MTV, Música TV Chile TV Colombia TV Dominicana		TV Venezuela TyC Sports Univision West Utilisima VX TV WAPA America
	Monthly Fee	\$44.99	4	Annual Fee	\$539.88		
30+ CHANNELS	COMMERCIA an International a la						
AUDIENCE Network ^{HD} AXS TV ^{HD} (only in HD) BabyFirstTV† BYU TV Christian Television Netwo Church Channel C-SPAN C-SPAN 2	Daystar Enlace EWTN Free Speech TV† GOD TV† Golden Eagle Broad HITN Home Shopping Net	U	Hope Channe Jewelry TV Jewish Life T Link TV NASA TV† NRB Network ONCE Méxice QVC	elevision	Trinity Veloc V-me Word Word	Network y Broadcasting N city ^{HD (only in HD)}	sion
	Monthly Fee.	\$21.99		Annual	Fee \$263	.88	
Seng Entertainment, 88 T NEW! DISHA INDIA A sp	The best in Cantonese, Ma V, 88 Films, NBA TV, MLB I Monthly Fee piritual, social and cultural T II ages and genders across Monthly Fee	Network, beIN Sp \$39.99 V channel produc the globe. Requir	oort, National Geo Annua cing invigorating co res 36" internation	graphic, Disne I I Fee ontent to uplift	y, CNN, Food Netw \$479.88 your spirit and stime pable receiver. Serv	ork Asia, and i-C ulate your mind.	able. It imbibes fellowship
FilipinoDirect TM The Filipino Channel, GM automatically renews*.	The best in Filipino program A Pinoy TV, BRO, MYX mu	nming, GM Pinoy sic channel, GEM	TV, ABS-CBN Ne I NET and GMA L	ews Channel, (ife TV. Require	Cinema One Global, es 36" international	, DWRR 101.9, D dish and capable	DZMM Radio Patrol, e receiver. Service
automationly follows .	Monthly Fee	\$42.99		Annual Fe	e\$515.88		
HindiDirect TM II C channel, DISHA INDIA, Fi vice automatically renews	omprehensive Hindi enterta Imy, MTV India, STAR Gold *.	inment package i I, Life OK, UTV N	including STAR Pl lovie Channel, Wil	_US India's nu llow Cricket. R	mber one channel, equires 36" internat	ABP NEWS a 24 ional dish and ca	I-hour Hindi news apable receiver. Ser-
	Monthly Fee	\$35.99		Annual Fe	e\$431.88		
SBS Plus, TAN TV and Na	Includes ten of the leading k ational Geographic Channel capable receiver. Service a	Korea. Plus the	number one Korea	24-hour news an radio statio	network, CTS, EBS n in the United State	6, MBC, MBC Ev es: Radio Korea	ery1, MBN Plus, SBS, (Audio only). Requires
	Monthly Fee	2		Annual Fe	e\$443.88		

* & ** are explained on Page 12. 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.

MandarinDirectTMIII Features Charming China, Phoenix InfoNews, Phoenix North American Chinese Channel, CTI Zhong Tian, and Tai Seng Sat TV – delivering independent financial news and current affairs in Mandarin Chinese 24-hours-a-day. Requires 36" international dish and capable receiver. Service automatically renews.

Monthly Fee.....\$26.99

Annual Fee.....\$323.88

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

RussianDirectTM 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, NannyTV and Vremya: Retro Channel. Requires 36" international dish and capable receiver.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

RussianDirect™ II Get the best programming for every age group, including Channel One, Dom Kino, NTV America (NTVA), Muzika Pervogo, RTR Planeta, Rossiya 24, RTVi, TV Nanny and Vremya. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$45.99

Annual Fee.....\$551.88

Annual Fee.....\$395.88

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, BRO and MYX music channel. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$32.99

VietDirectTM VHN Offers SBTN: the first 24-hour Vietnamese programming network originated in America. VHN–TV: dedicated to education and awareness, featuring Vietnamese customs and traditions and a variety of programs, HONVIETV, Little Saigon Radio, Tai Seng Vietnam, Vien Thao, **VietFace, TViet Network.** Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$29.99

Annual Fee.....\$359.88

Effective 2/7/2013

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)

DIRECTV
FOR BUSINESS

Oil Rig 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		
Please choose one (legal Structure): Sole Proprietorship Partnersh	hip Corporation	LLC Gover	nment Agency
State of Organization (e.g., CA, NY, etc.): Federal Tax ID Numb If you are a government agency, non-profit organization, or direct payment company, attach copy of te	er: ax exemption certificate.	Tax Exempt: YE	
Please choose your applicable type of establishment.			
EVO: Programming (please fill in) By signing up for any DIRECTV programming services, subscriber is automatically elig season provided DIRECTV continues to carry the service.	yible for Auto Renewal for the next	Monthly	Fee* Annual / Season*
COMMERCIAL CHOICE PLUS Package Pricing based on EVO. Service a	automatically renews**	\$	\$
COMMERCIAL CHOICE Package Pricing based on EVO. Service automatically renews**		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
PURCHASE ORDERS NOT ACCEPTED.	TC	DTAL PAYMENT ENC	LOSED* \$
Pavm	nent Options		
Check Enclosed Visa MasterCard		erican Express	Discover Card
Name as it appears on credit card:			
Amount to charge against credit card (total payment): \$			
Signature of Cardholder:			
Customer Signature:	Date:	• • • • • • • • • • • • •	
Commercial	Dealer Information		
I certify that the foregoing information is to the best of my knowledge, complete and acc and attachments by personally visiting the above-referenced establishment.	curate, and that I have verified the acc	curacy of the information	on that is referenced in the contracts
Commercial Sales Agent Name:	Commercial Deale	er Number:	
Phone Number: Fax Number:	Email Address:		
Signature of Sales Agent:	Date:		

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 Busin ess Serv ice 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," "w e," "us," or "our" m eans DI RECTV, Inc. or a ny of its authori zed 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 DIREC TV 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 otherw ise 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 pay ment in adv ance of acti vation of your account for any or all Serv ices, 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 y ou a w ritten notice describing the change and its effective date. If a change is not acceptable to you, you may cancel y our Service; provided, however, that if you do can cel Service you will not be entitled to a re fund of any prepaid subscription amoun ts paid in connection with any DIRECTV offer or prom otion. If y ou do not can cel y our Service within 14 da ys after the da te o f th e w ritten noti ce d escribing the cha nge, y our continued receipt of any Service is considered to be your acceptance of that change.

BILLING STATEMENTS AND PAYMENTS: We will send y ou a statement for 2) each billing cycle in w hich you have an outstanding balance (usually once e very 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 m oney order payable to DIRECTV in U.S. Dollars. We reserve the right, but no t the ob ligation, 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 Services ordered by you or any one w ho u ses y our DIRECTV Sy stem(s), w hether w ith or w ithout y our permission, through all periods until you cancel the subscription and other Services; b) administrative fees and any ot her fees as pr ovided for in this Ag reement or b y applicable law; and c) all taxes or other governmental fees, which are now or may in the future be assessed be cause 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 sub scription may, at our sol e di scretion, 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 i nformation about an item on y our sta tement, y ou can contact DIRECTV Customer Serv ice in writing at the address or phon e number indicate d above. Y ou must contact us w ithin six ty (60) day s of the da te y ou receive the statement on w hich the error or p roblem appeared . <u>Undisput ted por tions o f the</u> statement must be paid before the next statement is issued to avoid an Administrative Late Fee an d possible in activation 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 pen alties 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 a nd t hat a ny c harges or f ees ass essed fo r l ate p ayments, r eturned 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 y our service address is

Commercial Viewing Agreement Revised 06.01.10 (38339v5)

located or a re reasonably related to the actual expense we incur or are r equired 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 ag ree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

Following activation of y our account, charges for some Serv ices are non-refundable, regardless of the Services.

Access Card Replacement Fee: If you report to DIRECTV Customer Service that the Access Card for y our DIRECTV Sy stem receiver unit is lost, damaged , defective, or stolen, a nd our evaluation of the Access Card (if av ailable) does not rev eal unauthorized tamp ering or modi fication, then we agree to re place the A ccess Card upon your request. You will be charged an Access Card Replacement Fee of \$20.00, which include s shi pping. 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 y our Service is i nactivated because you did n ot submit payment on time or for any other reason, in a ddition to payment of past d ue amounts, w e may r equire a deposi t before rea ctivating your Service. Deposits shall not earn or accr ue 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 accordan ce 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 char ges. Returned Payment Fee: If the bank or other financial in stitution 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 Pri vate Viewing and Business Viewing customers, we may charge you a fee, a s set forth on the rate card (if appli cable), 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 e stablish rules for such use. Any additional receiver not continuously connected to the iden tified land-based telep hone line may be deemed a primary receiver and you may be charged accordin gly. DIRECTV® PAY PER VIEW Order Assistance Fee: For Pri vate Viewing customers, the most convenient method of ordering DIREC TV® PAY PER VI EW Services is by using the on-screen program guide and DIRECTV remote con trol unit to select the movies and other events we offer. To u se this method, y our DIRECT V Sy stem re ceiver must be continuously connected to a land telephone line. If you order a DIRE CTV® 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 oth erwise change the Services. For any changes to the programmin g packages, prices, or fees that are within our control, we will not ify 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 y ou do cancel S ervice y ou will no t be entitled to a re fund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not can cel your Service within 14 day s, 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 Serv ice, unless you contact DIR ECTV 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 I NTERRUPTIONS OF SERVI CE THAT ARE RE ASONABLY BEYOND OUR CONTROL I NCLUDING, WITHOUT LIMITATION, ACTS OF GOD POWER FAILLURE, OR ANY OTHER CA USE. O UR LIABIL ITY FOR ANY INTERRUPTION OF SERVI CE SHALL NO T EX CEED THE PROGRAMMI NG FEES URECTLY ATTRIBUTABLE TO THE PERI OD OF TIME DURING WHICH SERVICE WAS I NTERRUPTED. WE SH ALL NOT BE LIABLE FOR C OSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS U SE, INTERRUPTION OF BUSINESS, LOSS OF OF PROFITS, LOSS OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF A NY KIND ARISIN G OUT OF THIS AGREEMENT, H OWEVER CAUSED AND ON ANY THEORY OF LIAB ILITY, INCLUDING, BUT NOT LI MITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSS IBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL P URPOSE OF ANY LIMITED REMEDY. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDI NG THE DI RECTV EQUIPMENT OR ANY SERVICES SERVICES PROVIDED TO YOU.

ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. WE ALSO A RE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CO NSEQUENTIAL DAMAGES RELATING TO THE DIRECT V EQUIPMENT. IN ADDI TION, WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF TH E PROGRAMMING OR OTHER SERVICES PROVIDED BY U S I NCLUDING, BUT NO T LI MITED TO, LI ABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FE ES. <u>YOU ACKNO WLEDGE</u> THAT Y OUR DIRECTV EQUIPMENT HAS BEEN ACQUIR ED SEPARA TE AND APART FROM THIS AGREEMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DI RECTV EQUI PMENT MUST BE HAND LED DI RECTLY WITH THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT.

10) LIABILITY FOR UNAUTHORIZED USE: If your DIRECTV equipment is stolen or otherwise remov ed from y our premi ses without y our authori zation, y ou must noti fy DIRECTV Customer Service immediately, but in an y 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 S ystem. Y ou will not be liable for unau thorized u se after we recei ve notification.

11) RULES FOR USE; TERMINATION: You are hereby granted the right to receive, exhibit and use the Services in a ccordance 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 charge d for the v iewing of, or listening to , any S ervice(s) provided b v us. The Serv ices may not be rebroad cast, tran smitted, performed, recorded, duplicated, tran scribed and distributed in real-time or ne ar 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 y ou become aw are that any third p arty is rebroadcasting, tr ansmitting, 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 a II of the Serv ices without authorization from us or at an y location other than that which has been authorized by us, you shall notify us immediately and cooperate with us, at our ex pense for reasonable out-of pocket expenses, in taking steps to p revent such una uthorized use. No Serv ice provided to y ou under th is 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 a ctivities for which there is no admission fe e charg ed, such a s, but not limited to , w ork, shoppin g, 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 u se any of the Marks for any purpose whatsoever and, you agree not to do so unless y ou receive express written consent from us. You must execute and abide by an y 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 require ments with respect to dire ctly and con tinuously conne cting the DIRECTV System receiv ers to the I and-based telephone I ine ide ntified the rein as being associated w ith each su ch receiv er. Information regarding Services that you have ordered is transmitted via the land-based telephone line(s) identified ther ein. 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 u nder this Agreement, we may imme diately inactivate any or all Services provided to you. If Services to you are so in activated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balan ces accrued through the dat e of ina ctivation. DIRECTV Sy stem 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 p rogramming Services w e transmit may be blacked out or otherw ise unav ailable to commercial customers in your local reception area due to legal, contractual, or other restrictions. If you circumv ent or attemp t to circumvent any of these bla ckouts or p rogramming restrictions, y ou may be subje ct to legal a ction. Y OU AGREE TO IND EMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, E MPLOYEES, AGE NTS AND REPRESENTATIVES HARMLESS FROM A ND AGAINST ANY AND ALL CLAIMS, DAMAGES, L IABILITIES, E XPENSES (INCLUDING REASONABLE ATT ORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND WHATSOEVER DIR ECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLI GATIONS UNDER T HIS 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 a way, or othe rwise transfer your DIRECTV equipment to anyone else. You are considered the re gistered ow ner of the DIRECTV equipment and re cipient 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 con sent. If you do, we may inactivate your Service.

14) APPLICABLE LAW; ENTIRE AGREEMENT: This Agreement shall be governed by applicable fede ral law, the rule s 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, di scussions, and ag reements between you and DIRECTV.

15) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY; FULL DISCLOSURE: Your election to r eceive Serv ice constitut tes y our uncondi tional 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 in formation shall be deemed by us to constit tute a brea ch of this Agreement. The person ord ering S ervice represents and w arrants that t (s)he is authorized to agree to the terms of this Agreement. You have had the op portunity to consult with an attorney or an y other person n/entity of y our ch oosing for legal/professional advice prior to agree eing 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 a ccordance 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 partie s and any award of the arbitra tor 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 p aid by the party determined by the arbitrator to not b e the prevailing party, or otherw ise allocated in an equitab le manner as deter mined by the ar bitrator. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against o ther in dividuals or en tities, or arbi trate any cl aim as a representative member of a cl ass or in a priv ate attor ney general capa city. 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 arbi tration pro cedures u nenforceable, then thi s en tire Se ction 16 is unenforceable.

17) PAYMENT UPON CANCELLATION: Y ou acknow ledge that y ou have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of y our 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 up on cancellation. You further acknowledge that you are required to maintain current credit or debit card information, with us and agree to n otify us w henever there is a chang e 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: I f y ou ordered a Public View ing programming package, y ou represent, warrant, acknowledge and agree that Services shall only be displayed or ex hibited at e stablishments wherein the u sage and v iewing is generall y 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 o f food/beverage for immediate consumption, or (2) the establishment is, or i s locate d w ithin or affilia ted w ithin, a ho spitality or entertainment establishment (such as a bar, restaurant, diner, stadium, ca sino, 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 ex hibited at e stablishments wherein the u sage and v iewing 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 e stablishment's primary source of revenue is not der ived from the sale of food/beverage for immediate con sumption, AND (2) the establishment is not a hospitality or entertainment establishment (such as a bar, re staurant, diner, stadium, casino, club, c afe, thea ter), AND (3) the establishment does not charge admission, cover charge or minimum charge.

Private Viewing Customers: If y ou ordere d a P rivate Office Viewing programming pa ckage, you represent, w arrant, a cknowledge and agree that (1) the Services shall only be disp layed or ex hibited at commer cial e stablishments at w hich persons will view the Services in areas that are not accessible to the public and (2) you shall not di splay or ex hibit, and shall not permit to thers to display or ex hibit, in any manner w hatsoever, any of the Services it receives in a reas a ccessible to the public and/or common ar eas and (3) y our primary business is neith er a sa tellite master antenna television supported facility containing multiple individual commercial units or in the hospitality and/or restaurant/bar industries.

Commercial Receiver Information Form			DIRECTV Account #: (Required when ordering additional services after account activation.)			
Customer Name						
DBA		Contact Name				
Service Phone Number		Email Address	nail Address			
Are all of the DIRECTV System r	eceivers continuously connected to the	same land-based telephone line?				
	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 Nun (Receiver must be continue	nber ously 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 Nun (Receiver must be continue	nber ously 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. ©2012 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.