



Private Office Viewing Ordering Instructions

Private Office Viewing: DIRECTV® programming that is viewed in areas not accessible to the public or clientele, do not include common areas and food and drinks are not served for immediate consumption. Examples include offices and conference rooms.

1 Select the programming that you wish to receive by completing the appropriate entries on the Private Office 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:

- Private Office Viewing Order Form (Pages 5 & 6).
- DIRECTV Commercial Viewing Agreement (Pages 7 & 8).
- Commercial Customer Information Form (Pages 9 & 10).
- Payment by check, VISA, MasterCard, Optima, American Express or Discover Card.

3 Please forward the above Forms and Payment to

Sat-Link Business Service Center
201 West Sylvania Ave, Suite 4
Neptune City, New Jersey. 07753
ATTN: Forms Division

Fax: 732-988-8803
Office: 732-988-8801

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

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

Programming, pricing, terms and conditions subject to change. Hardware and programming sold separately. Equipment specifications may vary in Alaska and Hawaii. © 2003 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc., a unit of Hughes Electronics Corp.



DIRECTV® PRIVATE OFFICE VIEWING PACKAGES AND RATES

DIRECTV® COMMERCIAL PACKAGING AND PRICING

OFFICE CHOICE® Our most complete package of news, information and entertainment helps you stay one step ahead of the competition. The OFFICE CHOICE™ package includes must-have networks such as CNN, CNBC, C-SPAN, Bloomberg Television, USA Network, The Weather Channel and more!

A&E	Discovery Health Channel	Headline News	Tech TV
ABC Family Channel	Discovery Home & Leisure	The History Channel	TNT
American Movie Classics (AMC)	Discovery Kids	History International	Toon Disney
America's Store	Discovery Times Channel	Home & Garden Television (HGTV)	Travel Channel
Animal Planet	Discovery Wings	Home Shopping Network	Trinity Broadcasting Network (TBN)
BBC America	Disney Channel (East and West)	The Learning Channel (TLC)	TRIO
The Biography Channel	DIY	Lifetime	Turner Classic Movies
Black Entertainment Television (BET)	E! Entertainment Television	MSNBC	Turner South*
Bloomberg Television	ESPN	MTV	TV Land
Boomerang	ESPN2	MTV2	Univision
Bravo	ESPN Classic	National Geographic Channel	USA Network
Cartoon Network	ESPNEWS	Newsworld International	VH1
CNBC	Fine Living	Nickelodeon/Nick at Nite (East and West)	VH1 Classic
CNBC World	FitTV	Nicktoons	The Weather Channel
CNN	Food Network	Noggin/The N	WGN
CNNfn	Fox Movie Channel	Oxygen	YES Network**
Comedy Central	Fox News Channel	PBS Kids	PLUS – local regional sports networks
Country Music Television (CMT)	Fuse	QVC	
Court TV	F/X	SCI FI Channel	
C-SPAN	Galavisión	Soap Net	<i>*where available</i>
C-SPAN2	Game Show Network	Spike TV	<i>**Not available out-of-market</i>
Discovery Channel	The Hallmark Channel	TBS Superstation	

Monthly Fee.....\$64.99

Annual Fee.....\$779.00

MUSIC CHOICE® Enhance your work environment with this commercial-free, digitally delivered audio service featuring over 40 channels of music in a variety of formats.

Alternative Rock	Classical Masterpieces	Light Classical	Reggae	Soft Album Mix
Americana	Contemporary Christian	Metal	Rock	Soft Rock
Big Band & Swing	Contemporary Instrumentals	Mexicana *	Rock 'En Español *	Solid Gold Oldies
Bluegrass	Dance	Musica Latina *	Salsa Y Merengue *	Sounds of the Season
Blues	Easy Listening	New Wave	'70s Super Hits	Soundscapes
Canciones de Amor	'80s Power Hits	Party Favorites	Show Tunes	Taste of Italy
Internacional *	Gospel	Power Rock	Showcase	Tejano *
Classic Country	Hit List	Progressive	Singers and Standards	Today's Country
Classic R&B	Jazz	R&B Hip Hop	Smooth Jazz	
Classic Rock	Latin Love Songs *	Rap	Smooth R&B	<i>* available on 119° orbital slot</i>

Monthly Fee.....\$24.99

Annual Fee.....\$299.00

DIRECTV SPORTS CHOICE™ Delivers great out-of-market collegiate coverage from as many as 23 regional sports networks from Fox Sports Net and SPORTSCHANNEL. Also includes Fuel, The Golf Channel, ESPN Classic, CSTV, TVG, Outdoor Channel, Outdoor Life Network, Speed Channel, NFL Network, NBA TV, Fox Sports World and YES Network**. **Also available out-of-market, Yankee games are excluded.

Monthly Fee.....\$12.00

Annual Fee.....\$144.00

ENTERTAINMENT UNLIMITED_{SM} Offers HBO® (5 channels), HBO Family™ (2 channels), SHOWTIME® (4 channels), SHOWTIME Extreme, Cinemax® (3 channels), FLIX®, The Movie Channel™ (2 channels), and Fox Movie Channel.

Monthly Fee.....\$34.99

Annual Fee.....\$419.88

Local Channels Local networks are now available in most metropolitan areas. Service automatically renews**. Call customer service at 888-200-4388 to determine if Local Channels are available in your area.

Monthly Fee.....\$6.99

Annual Fee.....\$83.88

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.

DIRECTV® Private Office Viewing Packages and Rates (Cont.)

OFFICE ENTERTAINMENT® The best choice for in-office entertainment. Perfect for the media and communication industries, this package focuses on entertainment programming while still providing key news and information channels.

A&E	Discovery Health Channel	Home Shopping Network	TBS Superstation
ABC Family Channel	Disney Channel (East and West)	The Learning Channel (TLC)	TNT
American Movie Classics (AMC)	E! Entertainment Television	Lifetime	Toon Disney
Animal Planet	Food Network	MSNBC	Turner Classic Movies
BBC America	Fox Movie Channel	MTV	TV Land
Black Entertainment Television (BET)	Fox News Channel	MTV2	Univision
Bloomberg Television	Fuse	National Geographic Channel	USA Network
Bravo	F/X	Nickelodeon/Nick at Nite (East and West)	VH1
Cartoon Network	Galavisión	Nicktoons	
Comedy Central	Game Show Network	QVC	
Country Music Television (CMT)	The History Channel	SCI FI Channel	
Discovery Channel	Home & Garden Television (HGTV)	Spike TV	

Monthly Fee.....\$44.99 Annual Fee.....\$539.00

OFFICE INFORMATION® Delivers a select package of business, news and information channels that you need to be successful in today's global marketplace.

Bloomberg Television	Court TV	Game Show Network	Travel Channel
CNBC	C-SPAN	Headline News	The Weather Channel
CNBC World	C-SPAN2	MSNBC	
CNN	Discovery Health Channel	Newsworld International	
CNNfn	Fox News Channel	TechTV	

Monthly Fee.....\$29.99 Annual Fee.....\$359.00

The Golf Channel 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.....\$ 7.99 Annual Fee.....\$ 86.99

HD Package New in 2003! Channels include ESPN HD, Discovery HD Theater, HDNet and HDNet Movies. See your favorite sports in high definition with games from MLB, NBA, NFL and NHL. You'll also get boxing, events, news, concerts and more! Customers will need any HDTV set with a built-in DIRECTV® Receiver or a DIRECTV-enabled high-definition set-top receiver, and a single 18 x 20- or 18 x 24-inch multi-satellite dish with three LNBS. Service automatically renews**.

Monthly Fee.....\$10.99

PLAYBOY TV Tasteful entertainment for mature audiences.

Monthly Fee.....\$15.99 Annual Fee.....\$191.88

HBO®/SHOWTIME®/CINEMAX® Offers HBO® (5 channels), HBO Family® (2 channels), SHOWTIME® (4 channels), SHOWTIME Extreme, Cinemax® (3 channels), Sundance Channel and Fox Movie Channel.

Monthly Fee.....\$31.99 Annual Fee.....\$383.88

HBO®/SHOWTIME® Offers HBO® (5 channels), SHOWTIME® (4 channels), SHOWTIME Extreme and Fox Movie Channel.

Monthly Fee.....\$22.99 Annual Fee.....\$275.88

HBO® Offers HBO® (5 channels), HBO Family® (2 channels) and Sundance Channel.

Monthly Fee.....\$11.99 Annual Fee.....\$143.88

SHOWTIME® Offers SHOWTIME® (4 channels) and SHOWTIME Extreme.

Monthly Fee.....\$11.99 Annual Fee.....\$143.88

STARZ! Super Pak® Offers 12 different movie channels with over 500 movie choices each month.

Monthly Fee.....\$11.99 Annual Fee.....\$143.88

PBS This channel features many popular programs, such as NOVA, Antiques Roadshow, ExxonMobil Masterpiece Theatre, and Mystery! PBS is available to those living outside the DIRECTV Local Channels availability area. Service automatically renews**.

Monthly Fee.....\$1.70

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.

DIRECTV® Private Office Viewing Packages and Rates (Cont.)

OPCIÓN COMERCIAL™ Up to 20 Spanish language video channels featuring sports, news, weather, music and cultural entertainment. Requires DIRECTV Multi-Satellite System and telephone connection.

Azteca America*	ESPN Deportes	MTV Español	Telemundo Intl	Utilisima
Canal Sur	EWTN	Mun ²	TV Chile	
Casa Club	Fox Sports en Español	Puma TV	TVE INTL	<i>*In local channel markets</i>
Cine Latino	Galavisión East	Telefé International	Univision East	<i>where available</i>
CNN En Español	Maria+Vision	Telemundo East	Univision West	
Discovery En Español				

Monthly Fee.....\$29.99 Annual Fee.....\$350.00

NFL SUNDAY TICKET™ Working Sundays? Keep track of the scores of your favorite professional football teams every Sunday during the regular season. Plus, you'll get the new NFL Network. This hard-hitting action is only available on one digital TV service – DIRECTV! Local blackout rules apply.

\$229.00 per season

ESPN GamePlan Great college football from top-ranked teams competing around the country — up to 12 games every Saturday during the regular season. Fee is non-refundable.

\$ 99.00 per season

NHL® CENTER ICE® Get up to 40 action-packed NHL games a week from outside your area during the 2003-2004 regular season plus select first- and second-round Stanley Cup® playoff games. You won't find more games anywhere else!

\$159.00 per season

NBA LEAGUE PASS Get incredible pro basketball action from outside your local area – as many as 40 games a week during the 2003-2004 regular season. With this service, you will also get NBA TV on Channel 601.

\$537.00 per season

MLB EXTRA INNINGSSM See up to 60 out-of-market games a week during the 2004 regular season, including exciting Interleague matchups. Offer subject to DIRECTV's acquisition of the necessary rights to the 2004 Major League Baseball season. In the event of multiple package purchases, please make payment for MLB separate.

\$169.00 per season

ESPN FULL COURT Exciting coverage of hundreds of the best college games from the top regional men's conferences around the country during the 2003-2004 regular season. Fee is non-refundable.

\$ 99.00 per season

English Premier League Bring in the soccer fans with the 2003-2004 Barclaycard English Premier League package! During the regular season, each Saturday and Sunday features a live match direct from England, with teams like Arsenal trying to win back the title from perennial favorite Manchester United. Fee is non-refundable. Please note: There will not be a half-season offer.

\$459.00 per season

MEGA MARCH MADNESS® Exclusively from DIRECTV, MEGA MARCH MADNESS® brings customers up to 37 out-of-market CBS-produced broadcasts from the first three rounds of the NCAA® Division I Men's Basketball Tournament, up to and including the Sweet 16®. Pricing for 2004 MEGA MARCH MADNESS® is listed below. Fee is non-refundable.

\$ 69.00 per season

MLS Direct Kick™ Take a break and catch the excitement of America's professional soccer league. Choose from dozens of 2003 regular season games, plus up to 11 playoff matches.

\$ 49.00 per season

Phoenix TV Entertainment the whole family can enjoy! Premiere Chinese language programming featuring up-to-the-minute news, current affairs, financial market updates, variety shows, and dramas from China, Hong Kong and Taiwan. Programs include Good Morning China, Behind the Headlines, Asian Journal, City Complex, Phoenix Tonight, Trendy Guide, Perfect Match, and more! Service automatically renews*. Requires DIRECTV Multi-Satellite System and telephone connection.

\$19.99 per month

Jadeworld Now you can get five Chinese-language channels in one affordable package! Channels include JADE-East, JADE-West, Jadeworld Super Channel, The Chinese Movie Channel and CCTV-4. Requires DIRECTV Multi-Satellite System and telephone connection. Service automatically renews**.

Monthly Fee.....\$36.99 Annual Fee.....\$443.00

VTS Service Video Time Share or Private Network Service (also referred to as Business Television) is a digital television service that enables corporations and organizations to use the DIRECTV satellite platform for secure, reliable and affordable private network broadcast to field locations throughout the continental United States.

For more information, email Brian Tomazic at btomazic@DIRECTV.com

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.



PRIVATE OFFICE VIEWING ORDER FORM

DIRECTV Account #:

 (Required when ordering additional services after account activation.)

Please complete form in black or blue ink only. You must complete this order form for initial orders and orders for additional services. To ensure timely processing, please fill in all sections of the order form. Note that some services require additional paperwork. Service activation will be delayed until complete paperwork is received.

Establishment Name / DBA _____ Contact _____

Primary DIRECTV System Access Card No. _____ Business Phone Number _____ Date _____

	Monthly	Annual
OFFICE CHOICE® Package <i>Service automatically renews</i>	\$64.99 <input type="checkbox"/>	\$779.00 <input type="checkbox"/>
MUSIC CHOICE® <i>Service automatically renews</i>	\$24.99 <input type="checkbox"/>	\$299.00 <input type="checkbox"/>
DIRECTV® SPORTS CHOICE™ Package <i>Service automatically renews</i>	\$12.00 <input type="checkbox"/>	\$144.00 <input type="checkbox"/>
ENTERTAINMENT UNLIMITED SM <i>Service automatically renews</i>	\$34.99 <input type="checkbox"/>	\$419.88 <input type="checkbox"/>
Local Channels <i>Service automatically renews</i>	\$ 6.99 <input type="checkbox"/>	\$ 83.88 <input type="checkbox"/>
OFFICE ENTERTAINMENT® Package <i>Service automatically renews</i>	\$44.99 <input type="checkbox"/>	\$539.00 <input type="checkbox"/>
OFFICE INFORMATION® Package <i>Service automatically renews</i>	\$29.99 <input type="checkbox"/>	\$359.00 <input type="checkbox"/>
The Golf Channel <i>Service automatically renews</i>	\$ 7.99 <input type="checkbox"/>	\$ 86.99 <input type="checkbox"/>
HD Package <i>Service automatically renews</i>	\$10.99 <input type="checkbox"/>	
PLAYBOY TV <i>Service automatically renews</i>	\$15.99 <input type="checkbox"/>	\$191.88 <input type="checkbox"/>
HBO®/SHOWTIME®/CINEMAX® <i>Service automatically renews</i>	\$31.99 <input type="checkbox"/>	\$383.88 <input type="checkbox"/>
HBO®/SHOWTIME® <i>Service automatically renews</i>	\$22.99 <input type="checkbox"/>	\$275.88 <input type="checkbox"/>
HBO® <i>Service automatically renews</i>	\$11.99 <input type="checkbox"/>	\$143.88 <input type="checkbox"/>
SHOWTIME® <i>Service automatically renews</i>	\$11.99 <input type="checkbox"/>	\$143.88 <input type="checkbox"/>
STARZ! Super Pak® <i>Service automatically renews</i>	\$11.99 <input type="checkbox"/>	\$143.88 <input type="checkbox"/>
OPCIÓN COMERCIAL™ Package <i>Service automatically renews</i>	\$29.99 <input type="checkbox"/>	\$350.00 <input type="checkbox"/>
Jadeworld <i>Service automatically renews</i>	\$36.99 <input type="checkbox"/>	\$443.00 <input type="checkbox"/>
PBS <i>Service automatically renews</i>	\$ 1.70 <input type="checkbox"/>	
NFL SUNDAY TICKET™ <i>Non-refundable</i>		\$229.00 <input type="checkbox"/>
ESPN GamePlan <i>Non-refundable</i>		\$ 99.00 <input type="checkbox"/>
NHL® CENTER ICE® <i>Non-refundable</i>		\$159.00 <input type="checkbox"/>
NBA LEAGUE PASS <i>Non-refundable</i>		\$537.00 <input type="checkbox"/>
MLB EXTRA INNINGS SM <i>Non-refundable</i>		\$169.00 <input type="checkbox"/>
ESPN FULL COURT <i>Non-refundable</i>		\$ 99.00 <input type="checkbox"/>
English Premier League <i>Non-refundable</i>		\$459.00 <input type="checkbox"/>
MEGA MARCH MADNESS® <i>Non-refundable</i>		\$ 69.00 <input type="checkbox"/>
MLS Direct Kick™ <i>Non-refundable</i>		\$ 49.00 <input type="checkbox"/>
VTS Service.....		Email Brian Tomazic at btomazic@DIRECTV.com
Other: _____		\$ _____

Additional receivers are charged at \$4.99 monthly, per receiver for all activated programming

\$4.99 X _____ Receivers = _____

Total \$ _____

Total Payment Enclosed* \$ _____

(* INCLUDE APPLICABLE SALES TAX WITH TOTAL PAYMENT ENCLOSED)

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.



PRIVATE OFFICE VIEWING ORDER FORM

Payment Options

Check Enclosed

VISA

MasterCard

Optima

American Express

Discover Card

Name as it appears on credit card: _____

Credit Card #: _____ Exp. Date: / /

Amount To Charge Against Credit Card (Total Payment): \$ _____

Signature of Cardholder:

Date: / /

Commercial Dealer Information

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

Sat-Link Communications, Inc.

131132

Commercial Sales Agent Name

Commercial Dealer Number

732-988-8801

732-988-8803

jim@satlinktv.com

Phone Number

Fax Number

Email Address

Sales Agent Signature:

James W. Grisard

Date: / /

Account is responsible for all taxes charged on account services. Program pricing does not include taxes. 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. Service automatically renews based on original subscription length, provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the term. Blackout restrictions apply to sports programming. To receive sports programming, all DIRECTV Receivers must be continuously connected to the same land-based phone line. 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. DIRECTV System dual-LNB dish required to feed multiple receivers with a single dish. ENTERTAINMENT UNLIMITED is a service mark and DIRECTV, the Cyclone Design logo, SPORTS CHOICE, OPCIÓN COMERCIAL, OFFICE CHOICE, OFFICE ENTERTAINMENT and OFFICE INFORMATION are trademarks of DIRECTV, Inc., a unit of Hughes Electronics Corp.

DIRECTV Commercial Viewing Agreement

Effective as of November, 2001, until replaced

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

DEFINITIONS:

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

6) FEES AND CHARGES: You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned

payments, and reactivation are not interest charges. You understand and agree that all such fees are either as prescribed by law in the state in which your service address is located or are reasonably related to the actual expense we incur or are required to expend as a result of late or unsatisfied payment. In the case of late payment or non-payment for any of the DIRECTV programming services you ordered or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies. Following activation of your account, charges for some programming services are non-refundable, regardless of the services. **Access Card Replacement Fee:** If you report to DIRECTV Customer Service that the Access Card for your DIRECTV System receiver unit is lost, damaged, defective, or stolen, and our evaluation of the Access Card (if available) does not reveal unauthorized tampering or modification, then we agree to replace the Access Card upon your request. You may be charged an Access Card Replacement Fee of up to \$150.00 (\$50.00 is credited if old card is returned to us in good condition). If you request overnight delivery of the replacement Access Card, you must pay the cost incurred by us for shipping the Access Card plus an Overnight Delivery Fee of \$16.50. Access Cards are non-transferable. Your Access Card will only work in the DIRECTV System receiver unit that came with it. **Administrative Late Fee:** If we do not receive your payment before your next statement is issued, you may be charged an Administrative Late Fee of up to \$25.00. **Change of Service Fee:** If you request a change of DIRECTV Service from one programming package to another, you may be charged a Change of Service Fee of up to \$10.00. **Deposits:** If your service is inactivated because you did not submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your programming service. Deposits shall not earn or accrue interest. **Duplicate Statement Fee:** For each statement copy requested, you may be charged a Duplicate Statement Fee of up to \$5.00. **Reactivation Fee:** If your DIRECTV programming service is inactivated in accordance with your request or because of your failure to pay past due amounts and you want to reactivate the service, you agree to pay a Reactivation Fee of up to \$15.00, in addition to bringing your account up to date by payment in full of any outstanding balance, fees, and charges. **Returned Payment Fee:** If the bank or other financial institution on which your payment is drawn refuses to pay us for any reason and the check, money order, credit card payment, or other instrument is returned to us unpaid, you agree to pay a Returned Payment Fee of up to \$10.00. **Additional DIRECTV System Receiver Authorization Fee:** For private viewing customers, we may charge you a fee, as set forth on the rate card (if applicable), for each additional DIRECTV System receiver that you request to be authorized to receive the same programming via continuous connection to the same land-based telephone as your initial DIRECTV System receiver ("Additional Receivers"). Each Additional Receiver must be located at the same address as the initial DIRECTV System receiver, which address is identified as the "Service Address" in the Application attached hereto. We reserve the right to limit the number of the Additional Receivers that you may use and to establish rules for such use. Any additional receiver not continuously connected to the identified land-based telephone line shall be deemed a primary receiver and you shall be charged accordingly. **DIRECTV® PAY PER VIEW Order Assistance Fee:** For private viewing customers, the most convenient method of ordering DIRECTV® PAY PER VIEW services is by using the on-screen program guide and DIRECTV remote control unit to select the movies and other events we offer. To use this method, your DIRECTV System receiver must be continuously connected to a land telephone line. If you order a DIRECTV® PAY PER VIEW movie or event over the telephone by calling DIRECTV Customer Service, a DIRECTV® PAY PER VIEW Order Assistance Fee of up to \$10.00 may be charged to your account for each DIRECTV® PAY PER VIEW movie or event, or other service that you order with Customer Service's assistance, whether or not you later cancel the order.

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

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

9) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE REASONABLY BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. OUR LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS

OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT OR ANY SERVICES PROVIDED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. WE ALSO ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT. IN ADDITION, WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. YOU ACKNOWLEDGE THAT YOUR DIRECTV EQUIPMENT HAS BEEN ACQUIRED SEPARATE AND APART FROM THIS AGREEMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DIRECTV EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT.

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

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

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

13) SALE/TRANSFER OF EQUIPMENT OR PROGRAMMING SERVICES: You agree to notify us immediately, but in any event not more than 5 days, after you

move, sell, give away, or otherwise transfer your DIRECTV equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the DIRECTV programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service or any of your rights and obligations under this Agreement without our prior written consent. If you do, we may inactivate your service.

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

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

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

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

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

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

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

AGREED TO AND ACCEPTED BY CUSTOMER:

X _____
 AUTHORIZED CUSTOMER SIGNATURE DATE

X _____
 NAME OF AUTHORIZED OFFICER/AGENT & TITLE

X _____
 NAME OF COMMERCIAL ESTABLISHMENT



Commercial Customer Information Form

DIRECTV Account #:

 (Required when ordering additional services after account activation.)

Customer Name

Email Address (Mandatory)

DBA

Contact Name

Service Address (Street address must be given)

City

State

ZIP

Service Phone Number

Service Fax Number

Billing Address

City

State

ZIP

Billing Phone Number

Billing Fax Number

Legal Structure: Sole Proprietorship Partnership Corporation LLC Government Agency

State of Organization (e.g., CA, NY, etc.): _____

Federal Tax ID Number: _____ Tax Exempt: Yes No

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

Please check your applicable type of establishment.

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

BUSINESS VIEWING: HEALTH CLUBS LOBBY PRIVATE CLUBS (AIRLINES) BANK RETAIL WAITING ROOM

PRIVATE VIEWING: PRIVATE OFFICE

OTHER: _____

Customer Name

Customer Authorized Signature

Printed Name and Title

Date

Dealer Company Name

Sales Representative Signature

Printed Name

DIRECTV Assigned Dealer Number



Commercial Customer Information Form

DIRECTV Account #:

□ □ □ □ □ □ □ □ □ □

(Required when ordering additional services after account activation.)

Customer Name (as entered on Page 10)

DBA (as entered on Page 10)

Contact Name

Service Phone Number (as entered on Page 10)

Email Address:

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

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

Receiver #1

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

Receiver #2

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

Receiver #3

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

Receiver #4

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

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