



DIRECTV® PUBLIC VIEWING PACKAGES and RATES

New Rates Effective
2/9/2012

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

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

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

**180+
CHANNELS**

COMMERCIAL XTRA™ PACK — \$120.99/month*

The best in sports, news, entertainment and more! Includes locals & regional sports networks from across the country. Service automatically renews**. *Bundled price of \$120.99/month includes COMMERCIAL XTRA at \$68.99, Sports Pack at \$12.99 and outlet fees for 2 receivers at \$39.01

COMMERCIAL XTRA™

A&E HD
ABC Family HD
American Movie Classics HD
Animal Planet HD
Audience Network HD
BabyFirstTV†
BBC America
BET HD
Biography HD
Bloomberg Television
Boomerang
Bravo HD
BYU TV
Cartoon Network (East) HD
Cartoon Network (West)
Celebrity Shopping Network
Centric
Chiller
Christian Television Network
Church Channel
CNBC HD
CNBC World
CNN HD
Comedy Central HD
Cooking Channel
Country Music Television HD
C-SPAN
C-SPAN2
Current TV
Daystar
DIRECTV News Mix
DIRECTV Sports Mix
Discovery Channel HD
Discovery Fit & Health
Disney Channel (East) HD
Disney Channel (West)

Disney XD HD
DIY Network
Documentary Channel
E! Entertainment Television
Enlace
ESPN HD
ESPN2 HD
ESPNEWS HD
ESPNU HD
EWTN
Food Network HD
Fox Business Network HD
Fox Movie Channel
Fox News Channel HD
Free Speech TV†
FUEL TV HD
Fuse
FX HD
Galavisión
GOD TV†
Golden Eagle Broadcasting†
Golf Channel HD
Gospel Music Channel
Great American Country
GSN: the network for games
H2 (formerly, History International)
Hallmark HD
Headline News
HDNet HD (only in HD)
HGTV HD
History HD
HITN
Hope Channel
HSN
Independent Film Channel
Investigation Discovery

ION Television (East/West)
Jewelry Television Network
Jewish Life TV
Lifetime HD
Lifetime Movie Network (LMN)
Link TV
LOGO
Military Channel
MLB Network HD
MSNBC HD
MTV HD
MTV2
mun²
NASA TV†
Nat Geo WILD
National Geographic Channel HD
NBC Sports (formerly, Versus) HD
NFL Network HD
NHL Network HD
Nick Jr
Nickelodeon/Nick at Nite (East) HD
Nickelodeon/Nick at Nite (West)
Nicktoons Network
NRB Network
ONCE México
Oprah Winfrey Network (OWN)
Ovation TV
Oxygen
Planet Green HD
Pursuit Channel
QVC
REELZ Channel
RFD-TV
Science Channel HD
Shop NBC
SOAPnet

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

Plus In-Market RSN(s) HD and Local Channels HD - where available

Sports Pack

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

Altitude Sports and Entertainment HD
CBS Sports Network HD
Comcast SportsNet Bay Area HD
Comcast SportsNet Chicago HD
Comcast SportsNet Mid-Atlantic HD
Comcast SportsNet New England HD
Comcast SportsNet California HD
ESPN Classic
FSN Arizona HD

FSN Cincinnati HD***
FSN Detroit HD
FSN Florida HD
FSN Midwest HD
FSN North HD
FSN Ohio HD***
FSN Prime Ticket HD
FSN South HD
FSN Southwest HD

FSN West HD
Go!TV HD
Mid-Atlantic Sports Network HD
MSG HD
MSG Plus HD
ROOT Sports Northwest HD
ROOT Sports Pittsburgh HD
ROOT Sports Rocky Mountain HD
NBA TV HD

New England Sports Net (NESN) HD
Outdoor Channel
SportsNet New York HD
SportSouth HD
SportsTime Ohio HD
Sun Sports HD
The Mtn. (MountainWest Sports)
Universal Sports
YES Network HD

Includes Outlet Fees for first 2 Receivers: 3rd receiver and each additional receiver is \$15/month per receiver (additional outlet fees)

Estimated Viewing Occupancy: 1 – 100

Monthly Fee: \$120.99

Annual Fee: \$1,451.88

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. Local HD channels vary by territory. ***Broadcasts in HD for games only. † HD (MPEG4) equipment and HD Access required.

125+
CHANNELS

COMMERCIAL CHOICE® This package delivers favorite networks such as TNT and CNN, plus networks like 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
BabyFirstTV†
BBC America
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
CNN HD
Comedy Central HD
Cooking Channel
C-SPAN
C-SPAN2
Current TV
Daystar
DIRECTV News Mix

Discovery Channel HD
Discovery Fit & Health
DIY Network
Documentary Channel
E! Entertainment Television
Enlace
EWTN
Food Network HD
Fox Business Network HD
Fox News Channel HD
Free Speech TV†
FUEL TV HD
Fuse
FX HD
GAC
Galavisión
Gem Shopping Network
GOD TV†
Go!TV HD
Golden Eagle Broadcasting†
Gospel Music Channel
GSN: the network for games
H2 (formerly, History International)
Hallmark HD
HDNet HD (only in HD)
Headline News
HGTV HD
History HD
HITN
Hope Channel
HSN
Inspiration Network

Investigation Discovery
Jewelry Television Network
Jewish Life TV
Lifetime HD
Link TV
LOGO
Military Channel
MLB Network HD
MSNBC HD
MTV HD
MTV2
NASA TV†
Nat Geo WILD
National Geographic Channel HD
NBA TV HD
NBC Sports Network (formerly, Versus) 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
Planet Green HD
Pursuit Channel
QVC
REELZ Channel

RFD-TV
Science Channel HD
Speed HD
Spike TV HD
Sportsman Channel
Syfy HD
TBS HD
TCT Network
TeenNick
The Hub
The Mtn. (MountainWest Sports)
TLC HD
TNT HD
Travel Channel HD
Trinity Broadcasting Network
truTV
Turner Classic Movies (TCM)
TV Guide Channel
TV Land
TV One
TVG: The Interactive Horseracing Network
Univision (East) HD
USA Network HD
Velocity HD (only in HD)
VH1 HD
VH1 Classic
V-me
Weather Channel HD
WGN America HD
Word Network
World Harvest Television

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$53.99	\$647.88	201-500	\$106.99	\$1,283.88
51-100	\$64.99	\$779.88	501-1,000	\$124.99	\$1,499.88
101-150	\$76.99	\$923.88	1,001-2,000	\$152.99	\$1,835.88
151-200	\$94.99	\$1,139.88	2,001+	\$175.99	\$2,111.88

130+
CHANNELS

COMMERCIAL CHOICE PLUS™ Includes all the news, entertainment and information channels listed in COMMERCIAL CHOICE Package plus ESPN Networks and In-Market Regional Sports Networks. Service automatically renews**. If local channels are not available in your area, you can still enjoy programming for less than the listed price.

ESPN HD
ESPN Classic

ESPN2 HD
ESPNEWS HD

ESPNU HD

PLUS in-market RSNs HD
PLUS local channels where available HD

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
101-150	\$259.99	\$3,119.88	501-1,000	\$370.99	\$4,451.88
151-200	\$304.99	\$3,659.88	1,001-2,000	\$394.99	\$4,739.88
201-500	\$350.99	\$4,211.88	2,001+	\$422.99	\$5,075.88

45+
CHANNELS

BUSINESS INFORMATION® Bring your customers a wealth of news and information with this package of valuable networks. Perfect for a business or professional environment.

A&E HD
Audience Network HD
Bloomberg Television
CNBC HD
CNBC World
CNN HD

Cooking Channel
C-SPAN
C-SPAN2
Current TV
Food Network HD
Fox Business Network HD

Fox News Channel HD
GSN: the network for games
HDNet HD (only in HD)
Headline News
HGTV HD
History HD

Jewelry Television Network
Link TV
MSNBC HD
Oprah Winfrey Network (OWN)
truTV
The Weather Channel HD

Additional Outlets: 3rd receiver and each additional receiver is \$15/month per receiver (additional outlet fees)

Monthly Fee.....\$37.99

Annual Fee..... \$455.88

120+
CHANNELS

COMERCIAL MÁS ULTRA™ Including over 50 Spanish-language channels, in-market RSNs and locals where available in one easy package. Service automatically renews**. Requires DIRECTV Multi-Satellite System.

A&E HD
ABC Family HD
American Movie Classics HD
Animal Planet HD
Audience Network HD
Azteca America
Azteca Mexico
BabyFirstTV†
Boomerang (ESP)
Bravo HD
BYU TV
Caracol TV Internacional
Cartoon Network (East) (ESP) HD
Cartoon Network (West) (ESP)
Centroamérica TV
Christian Television Network
Church Channel
Cine Estelar
Cine Latino
Cine Nostalgia
CNN HD
CNN en Español
Comedy Central HD
C-SPAN
C-SPAN2
Daystar
Discovery Channel HD
Discovery en Español
Discovery Familia
Disney Channel (East) HD
Disney Channel (West)

Disney XD (ESP) HD
E! Entertainment Television
Ecuavisa Internacional
Enlace
ESPN HD
ESPN Deportes
ESPN2 HD
ESPNEWS HD
EWTN
Food Network HD
Foot School TV
FOX Deportes
Free Speech TV†
FX HD
Galavisión
GOD TV†
Golden Eagle Broadcasting+
GoITV HD
Gospel Music Channel
Great American Country
Hallmark HD
HDNet HD (only in HD)
Headline News
History HD
History en Español
HITN TV
HGTV HD
Home Shopping Network (HSN)
Hope Channel
Jewelry Television
Jewish Life TV

Latinoamerica Television
Lifetime HD
Link TV
MegaTV HD
Mexicanal
México 22
MexicoTV
MLB Network HD
MSNBC HD
The Mtn. (MountainWest Sports)
MTV HD
MTV 2
mun²
NASA TV†
National Geographic Channel HD
Nick Jr
Nickelodeon/Nick at Nite (East) HD
Nickelodeon/Nick at Nite (West)
Nicktoons
NRB Network
NTN 24
ONCE México
Pasiones
PBS Kids Sprout
Perú Mágico
QVC
Regional Music TV (formerly, A Toda Musica)
ShopNBC
Speed Channel HD
Spike TV HD
SUR Peru

Syfy HD
TBS HD
TCT Network
Telecentro
Teléfono Internacional
Telefuturo HD
Telemundo (East/West)
Televisión Española Internacional
The Hub
TLC HD
TNT HD
Tr3s: MTV, Música y Más
Travel Channel HD
Trinity Broadcasting Network
TV Chile
TV Colombia
TV Dominicana
TV Venezuela
TyC Sports
Univision (East HD/West)
USA Network HD
Velocity HD (only in HD)
VH1 HD
V-me
WAPA America
Weather Channel HD
Word Network
World Harvest Television

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

Additional Outlets: 3rd receiver and each additional receiver is \$15/month per receiver (additional outlet fees)

Monthly Fee.....\$62.99

Annual Fee..... \$755.88

SEASONAL SPORTS PACKAGES



NFL SUNDAY TICKET™ Exclusively from DIRECTV. Turn Sunday into Game Day and watch your weekend business grow! Get the biggest selection of games available anywhere throughout the regular season. Up to 14 games every Sunday, over 200 games in the season. Features every game in high-definition (HD). Includes NFL SUNDAY TICKET Red Zone Channel, GameMix and Short Cuts. Local blackout rules apply. Package is non-refundable. Service automatically renews.†† (REMEMBER: HD Access, HDTV, triple-LNB multi-sat dish required, interactive receiver required for full GameMix functionality).

2012 Early Bird Pricing, available for a limited time!

<u>Fire Code Occupancy</u>	<u>Early Bird '12 Offer</u>	<u>Early Bird '12 New Customer Offer*</u>	<u>Fire Code Occupancy</u>	<u>Early Bird '12 Offer</u>	<u>Early Bird '12 New Customer Offer*</u>
1-50	\$1,043.97	\$699.99	751-1000	\$5,788.98	\$4,341.99
51-100	\$1,158.99	\$869.97	1001-1500	\$9,260.97	\$6,945.99
101-200	\$2,779.98	\$1,999.98	1501-2000	\$11,576.97	\$8,682.99
201-350	\$3,820.98	\$2,865.99	2001-5000	\$21,998.97	\$16,799.97
351-500	\$4,283.97	\$3,212.97	5001-10000	\$43,989.99	\$32,992.98
501-750	\$4,630.98	\$3,472.98	10001+	\$53,199.99	\$39,899.97

3-pay monthly installment payments available. *Applies to new, first time subscribers who did not take NFL SUNDAY TICKET previously.



MLB EXTRA INNINGS® Great out-of-market pro baseball coverage! Give your customers the games they want to see – up to 80 games a week during the regular season! Watch 8 games live at the same time with Game Mix. With HD Access you will receive games in HD. Package is non refundable. Service automatically renews.††

<u>Est. Viewing Occupancy</u>	<u>2012 Season Rate</u>	<u>2012 Upgrade Offer*</u>	<u>2012 New Customer Offer**</u>	<u>Est. Viewing Occupancy</u>	<u>2012 Season Rate</u>	<u>2012 Upgrade Offer*</u>	<u>2012 New Customer Offer**</u>
1-50	\$793.98	\$595.98	\$475.98	351-500	\$2,227.98	\$1,670.97	\$1,336.98
51-100	\$1,060.98	\$795.99	\$636.99	501-1000	\$2,545.98	\$1,909.98	\$1,527.99
101-150	\$1,483.98	\$1,112.97	\$889.98	1001-2000	\$2,970.99	\$2,228.97	\$1,782.99
151-200	\$1,853.97	\$1,390.98	\$1,111.98	2001-5000	\$3,817.98	\$2,863.98	\$2,290.98
201-350	\$2,121.99	\$1,591.98	\$1,272.99	5001+	\$4,667.97	\$3,500.97	\$2,800.98

3-pay and 5-pay monthly installment payments available. *Available to existing customers who did not take MLB EXTRA INNINGS in 2011. **Applies to new customers at point of sale.

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 (MPEG4) 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

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




2012 Season Rate Coming Soon

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




DIRECTV offers the NASCAR HotPass service as a **FREE** service for customers with a qualifying base package: Commercial Xtra Pack, Commercial Choice Plus, Commercial Choice or Commercial Más Ultra.

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

	<u>Fire Code Occupancy</u>	<u>2011-2012 Season Rate</u>	<u>2011-2012 New Customer Rate*</u>	<u>Fire Code Occupancy</u>	<u>2011-2012 Season Rate</u>	<u>2011-2012 New Customer Rate*</u>
NBA LEAGUE PASS	1-50	\$650.97	\$499.98	501-1000	\$3,149.97	\$2,974.98
	51-100	\$839.97	\$699.99	1001-2000	\$4,184.97	\$3,952.98
	101-150	\$1,412.97	\$1,334.97	2001-5000	\$6,326.97	\$5,975.49
	151-200	\$1,844.97	\$1,742.97	5001-10,000	\$8,954.97	\$8,457.48
	201-500	\$2,573.97	\$2,430.99	10,001+	\$14,219.97	\$13,429.98

*Applies to new, first time subscribers who did not take NBA LEAGUE PASS previously.

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

	<u>Est. Viewing Occupancy</u>	<u>2011-2012 Season Rate</u>	<u>2011-2012 New Customer Rate*</u>	<u>Est. Viewing Occupancy</u>	<u>2011-2012 Season Rate</u>	<u>2011-2012 New Customer Rate*</u>
NHL CENTER ICE	1-50	\$698.97	\$524.97	201-350	\$1,547.97	\$1,316.97
	51-100	\$899.97	\$674.97	351-500	\$1,847.97	\$1,587.99
	101-150	\$1,097.97	\$935.97	501+	\$2,297.97	\$1,955.97
	151-200	\$1,397.97	\$1,190.97			

*Applies to new, first time subscribers who did not take NHL CENTER ICE previously.

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

	<u>Fire Code Occupancy</u>	<u>2011 Season Rate</u>	<u>2011 New Customer Rate*</u>	<u>Fire Code Occupancy</u>	<u>2011 Season Rate</u>	<u>2011 New Customer Rate*</u>
ESPN FULL COURT	1-100	\$537.99	\$460.98	1001-2000	\$1,807.98	\$1,537.98
	101-200	\$902.97	\$768.99	2001-5000	\$2,150.97	\$1,829.97
	201-500	\$1,129.98	\$986.97	5001+	\$2,366.97	\$1,998.99
	501-1000	\$1,355.97	\$1,152.99			

*Applies to new, first time subscribers who did not take ESPN FULL COURT previously.

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



2012 Season Rates Coming Soon

SPORTS PROGRAMMING

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

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

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

Monthly Fee.....\$39.99

*Applies to new, first time subscribers who did not take the seasonal sports service previously. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. ††Seasonal sports subscription(s) will automatically continue each season provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the season.

SPORTS PROGRAMMING (CONT.)

DIRECTV® Public Viewing Packages and Rates (Cont.)

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**.

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

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

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

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**.

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

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**.

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

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

Monthly Fee.....\$59.99 Annual Fee.....\$719.88

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

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

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

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

Fox Sports Net (FSN) HD Get coverage of your local in-market professional teams, great collegiate action and much more on these regional sports networks: Comcast SportsNet Mid-Atlantic, New England Sports Network, Sun Sports, Fox Sports Networks, including FSN Arizona HD, FSN Cincinnati, FSN Detroit HD, FSN Florida HD, FSN Midwest HD, FSN North HD, FSN Ohio, FSN South HD, FSN Southwest HD, FSN West HD and FSN Prime Ticket HD, ROOT Sports Northwest HD, ROOT Sports Pittsburgh HD, ROOT Sports Rocky Mountain HD. Service automatically renews**.

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

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.

SPORTS PROGRAMMING (CONT.)

DIRECTV® Public Viewing Packages and Rates (Cont.)

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**.

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

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

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

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

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

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

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

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

Monthly Fee.....\$19.99

The 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:

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

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

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

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

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

Crime & Investigation HD	MGM HD	Shorts HD	Smithsonian Channel HD
Hallmark Movie Channel HD	Palladia HD	Sony Movie Channel HD	Universal HD
HDNet Movies			

Monthly Fee.....\$9.99

Annual Fee.....\$119.88

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



Monthly Fee.....\$5.00

Annual Fee.....\$60.00

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	Holiday & Happenings	Pop/Adult Contemporary: Love Songs	Sonic Tap: Latin Hits
Alternative: Flashback/New Wave	Instrumental: Beautiful Instrumentals	Pop/Adult Contemporary: Y2K Hits	Sonic Tap: Latin Jazz
Bluegrass: Bluegrass	International: Reggae	Pop/Adult: Today's Hits	Sonic Tap: Mariachi
Classic Rock Workout	Irish	PUMP!	Sonic Tap: Music of the Americas
Classic Rock: Classic Hits Blend	Italian Bistro Blend	Rat Pack	Sonic Tap: Regional Mexican
Classical: Light Classical	Italian Contemporary	Religious: Gospel Glory	Sonic Tap: Rock en Espanol
Classical: Symphonic	Jazz	Religious: Hallelujah	Sonic Tap: Salsa
Country: Hit Country	Jazz: Big Band/Swing	Religious: The Spirit	Specialty: 8-Tracks
Country: Honky Tonk Tavern	Jazz: Classic Jazz Vocal Band	Rock: Adult Alternative	Specialty: Be-Tween
Country: Modern Country	Jazz: Smooth Jazz	Rock: Alternative	Specialty: Blues
Country: Red, Rock and Blues	Latin: Bailamos!	Rock: Classic Rock	Specialty: The Playground
Country: Traditional Country	Metro Blend	Rock: College Rock	Standards: Showtunes
Dance: Dance	Modern Workout	Rock: Full Metal Jacket	Standards: Silver Screen
Dance: Retro Disco	Oldies: 60's Revolution	Rock: Hair Guitar	Standards: Singers-Songwriters
Dance: SubTerranean	Oldies: 70's Hits	Rock: Ink'd	Tranquility
Familiar Favorites	Oldies: 80's Hits	Rock: Reality Bites	Urban: Classic R&B
Folk: Folk Rock	Oldies: Malt Shop Oldies	Rock: Soft Hits	Urban: Hot Jamz (Hip Hop)
Great Standards	Piano	Rock: Spike †	Urban: Hype †
Groove Lounge	Pop/Adult Contemporary: 90's Hits	Sonic Tap: Carnaval Brasileiro	Urban: Old School Funk
Health & Fitness: New Age	Pop/Adult Contemporary: Adult Contemporary	Sonic Tap: Fiesta Tropical	Urban: Silky Soul
Health & Fitness: Zen	Pop/Adult Contemporary: Hottest Hits	Sonic Tap: Hurbano	Urban: The Boombox †

Monthly Fee.....\$34.99

Annual Fee..... \$419.88

† Contains explicit lyrics

INTERNATIONAL PROGRAMMING

30+
CHANNELS

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

Audience Network ^{HD}	Enlace	Hope Channel	ShopNBC
BabyFirstTV†	EWTN	Jewelry TV	TCT Network
BYU TV	Free Speech TV†	Jewish Life Television	Trinity Broadcasting Network
Christian Television Network	GOD TV†	Link TV	V-me
Church Channel	Golden Eagle Broadcasting†	NASA TV†	Velocity ^{HD (only in HD)}
C-SPAN	HDNet ^{HD (only in HD)}	NRB Network	Word Network
C-SPAN 2	HITN	ONCE México	World Harvest Television
Daystar	Home Shopping Network	QVC	

Locals included where available

Monthly Fee.....\$19.99

Annual Fee..... \$239.88

DISHA INDIA A spiritual, social and cultural TV channel producing invigorating content to uplift your spirit and stimulate your mind. It imbibes fellowship and blissfulness among all ages and genders across the globe. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

FilipinoDirect™ The best in Filipino programming, ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, GMA Pinoy TV, BRO, MYX music channel, GEM NET and GMA Life TV. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$42.99

Annual Fee.....\$515.88

HindiDirect® II Comprehensive Hindi entertainment package including STAR PLUS India's number one channel, STAR NEWS a 24-hour Hindi news channel, DISHA INDIA, Filmy, MTV India, STAR Gold, STAR ONE, UTV Movie Channel, Willow Cricket. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$35.99

Annual Fee.....\$431.88

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. † HD (MPEG4) equipment and HD Access required.

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

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

KoreanDirect™ Includes ten leading Korean channels: YTN Korea's first 24-hour news network, CTS, EBS, MBC, MBC Every1, MBN Plus, SBS, SBS Plus, TAN TV and National Geographic Channel Korea. Plus the number one Korean radio station in the United States: Radio Korea (Audio only). Requires 36" international dish and capable receiver. Service automatically renews*.

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

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

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

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

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

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

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

RussianDirect™ II Get the best programming for every age group, including Channel One, Dom Kino, 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**

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

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

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

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

VietDirect™ 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, TVB Vietnam, Little Saigon Radio, Tai Seng Vietnam, Vien Thao. Requires 36" international dish and capable receiver. Service automatically renews*.

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

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



Public Viewing Order Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name _____ Email Address _____

DBA _____ Contact Name _____

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

Service Phone Number _____ Service Fax Number _____ Install Date _____

Billing Address _____ City _____ State _____ Zip _____

Billing Phone Number _____ Billing Fax Number _____

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

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

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

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

Please choose your applicable type of establishment.

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

EVO: _____ FCO: _____

Programming (please fill in)

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

	Monthly Fee*	Annual / Season*
COMMERCIAL XTRA PACK Bundle Package Pricing based on EVO. Service automatically renews**	\$	\$
COMMERCIAL CHOICE PLUS Package Pricing based on EVO. Service automatically renews**	\$	\$
COMMERCIAL CHOICE Package Pricing based on EVO. Service automatically renews**	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
# of TVs _____ # of HD Receivers _____ # of SD Receivers _____	TOTAL PAYMENT*	\$

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

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

Payment Options

PURCHASE ORDERS NOT ACCEPTED

Check Enclosed Visa MasterCard Discover Card American Express Other

Name on credit card: _____ Credit Card #: _____ CCV # _____ Exp. Date: _____

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

Signature of Cardholder: _____ Date: _____

Customer Signature: _____ Date: _____

Commercial Dealer Information

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

Commercial Sales Agent Name: _____ Commercial Dealer Number: _____

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

Signature of Sales Agent: _____ Date: _____

* & ** are explained on Page 13.

DIRECTV Commercial Viewing Agreement

Effective as of June 2010, until replaced

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

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

DEFINITIONS:

As used in this Agreement:

"DIRECTV," "we," "us," "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 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 the Services. If you paid for an annual subscription to any Service and your account is past due for any amounts owed to us, your annual subscription may, at our sole discretion, be converted to a monthly subscription. This conversion will prorate your annual subscription and all monies owed to us to the present date. The resulting credit, if any, shall be applied to any past due amounts, and any remaining credit is applied to your future monthly Services.

4) QUESTIONS ABOUT YOUR BILL: If you think your statement is incorrect or if you need more information about an item on your statement, you can contact DIRECTV Customer Service in writing at the address or phone number indicated above. You must contact us within sixty (60) days of the date you receive the statement on which the error or problem appeared. 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 Services you ordered or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

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

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

7) CHANGES IN SERVICE AND FEES/SERVICE RENEWAL: We reserve the right to change the packages, Services, or other services we offer, and our prices or fees, at any time. We may also rearrange, delete, add to, or otherwise change the Services. For any changes to the programming packages, prices, or fees that are within our control, we will notify you of the change and its effective date. If the change is not acceptable to you, you may cancel your Service in whole or in part; provided, however, that if you do cancel Service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your Service within 14 days, your continued receipt of any DIRECTV Service after the effective date of the change will be deemed to be your acceptance of that change, and you will continue to be responsible for payment. DIRECTV Services that you subscribe to on a periodic basis may be renewed automatically provided we continue to carry the Service, unless you contact DIRECTV Customer Service to cancel the Services.

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

9) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE REASONABLY BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. OUR LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT OR ANY SERVICES PROVIDED TO YOU.

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

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

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

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

13) SALE/TRANSFER OF EQUIPMENT OR PROGRAMMING SERVICES: You agree to notify us immediately, but in any event not more than 5 days, after you move, sell, give away, or otherwise transfer your DIRECTV equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the Services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your Service or any 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 in which the Service is provided and are subject to amendment, modification, or termination if required by such regulations or laws. In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions will not be affected. This Agreement contains the entire understanding of the parties and supersedes any other prior negotiations, discussions, and agreements between you and DIRECTV.

15) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY; FULL DISCLOSURE: Your election to receive Service constitutes your unconditional acceptance of the terms and conditions contained in this Agreement. You certify that all of the below-referenced information is true and correct. Your provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. The person ordering Service represents and warrants that (s)he is authorized to agree to the terms of this Agreement. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to agreeing to this Agreement. Further, you have read and understand the contents, terms, conditions, and effects of this entire Agreement.

16) ARBITRATION: Any claim or dispute arising out of, or relating to, this Agreement which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this Agreement. The decision of the arbitrator shall be final and binding on the parties and any award of the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such controversy, claim or dispute. The cost of any arbitration hereunder shall be paid by the party determined by the arbitrator to not be the prevailing party, or otherwise allocated in an equitable manner as determined by the arbitrator. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 16 is unenforceable.

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

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

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

Business Viewing Customers: If you ordered a Business Viewing programming package, you represent, warrant, acknowledge and agree that Services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is not derived from the sale of food/beverage for immediate consumption, AND (2) the establishment is not a hospitality or entertainment establishment, or is not located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater), AND (3) the establishment does not charge admission, cover charge or minimum charge.

Private Viewing Customers: If you ordered a Private Office Viewing programming package, you represent, warrant, acknowledge and agree that (1) the Services shall only be displayed or exhibited at commercial establishments at which persons will view the Services in areas that are not accessible to the public and (2) you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services it receives in areas accessible to the public and/or common areas and (3) your primary business is neither a satellite master antenna television supported facility containing multiple individual commercial units or in the hospitality and/or restaurant/bar industries.