



DIRECTV® PUBLIC VIEWING PACKAGES and RATES

New Rates Effective
02/09/2010

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

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

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

**170+
CHANNELS**

COMMERCIAL XTRA™ PACK — \$109.99/month*

The best in movies, sports, family programming including locals channels (where available) across the country. Service automatically renews**. *Bundled price of \$109.99/month includes COMMERCIAL XTRA at \$63.99, Sports Pack at \$12.99 and outlet fees for 2 receivers at \$33.01

COMMERCIAL XTRA™

The 101 Network ^{HD}	Disney Channel (West)	HITN	Shop NBC
A&E ^{HD}	Disney XD ^{HD}	Hope Channel	Sleuth
ABC Family ^{HD}	DIY Network	HSN	SOAPnet
American Movie Classics	E! Entertainment Television	Independent Film Channel	Speed ^{HD}
Animal Planet ^{HD}	Enlace	Investigation Discovery	Spike TV ^{HD}
BBC America	ESPN ^{HD}	ION Television (East/West)	Style Network
BET ^{HD}	ESPN2 ^{HD}	Jewelry Television Network	Sportsman Channel
Biography ^{HD}	ESPNEWS ^{HD}	Jewish Life TV	Syfy ^{HD}
Bloomberg Television	ESPNU	Lifetime	TBS ^{HD}
Boomerang	EWTN	Lifetime Movie Network	TCT Network
Bravo ^{HD}	FINE LIVING	Link TV	TeenNick
BYU TV	FitTV	LOGO	Tennis Channel ^{HD}
Cartoon Network (East) ^{HD}	Food Network ^{HD}	Military Channel	TLC ^{HD}
Cartoon Network (West)	Fox Business Network ^{HD}	MLB Network ^{HD}	TNT in HD ^{HD}
Celebrity Shopping Network	Fox Movie Channel	MSNBC	Travel Channel
Centric	Fox News Channel ^{HD}	MTV ^{HD}	Trinity Broadcasting Network
Chiller	Fox Reality	MTV2	truTV
Christian Television Network	FUEL TV ^{HD}	NASA TV	Turner Classic Movies (TCM)
Church Channel	Fuse	National Geographic Channel ^{HD}	TV Guide Channel
CNBC ^{HD}	FX ^{HD}	NFL Network ^{HD}	TV Land
CNBC World	G4	NHL Network ^{HD}	TV One
CNN ^{HD}	Galavisión	Nick Jr	TVG: The Interactive Horseracing Network
Comedy Central ^{HD}	Gem Shopping Network	Nickelodeon/Nick at Nite (East) ^{HD}	Univision
Country Music Television ^{HD}	GEMS TV	Nickelodeon/Nick at Nite (West)	USA Network ^{HD}
C-SPAN	GOD TV	Nicktoons Network	VH1 Classic
C-SPAN2	Golf Channel ^{HD}	NRB Network	VH1 ^{HD}
Current TV	Gospel Music Channel	ONCE México	V-me
Daystar	Great American Country	Ovation TV	WE tv
DIRECTV Basics	GSN: the network for games	Oxygen	The Weather Channel ^{HD}
DIRECTV Informational	Hallmark Channel	PBS Kids Sprout	WGN America
DIRECTV Sports Mix Channel	Headline News	Planet Green ^{HD}	Word Network
DIRECTV Sports Schedule	HD Theater ^{HD (only in HD)}	Pursuit Channel	World Harvest Television
Discovery Channel ^{HD}	HDNet ^{HD (only in HD)}	QVC	
Discovery Health	HGTV ^{HD}	REELZ Channel	Plus In-Market Regional Sports
Discovery Kids	History ^{HD}	RFD-TV	Network(s) ^{HD} - where available
Disney Channel (East) ^{HD}	History International	Science Channel ^{HD}	Plus Local Channels ^{HD} where available

Sports Pack

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

Altitude Sports and Entertainment ^{HD}	FSN Arizona ^{HD}	FSN Prime Ticket ^{HD}	MSG Plus ^{HD}
CBS College Sports ^{HD}	FSN Cincinnati ^{HD***}	FSN Rocky Mountain ^{HD}	NBA TV ^{HD}
Comcast SportsNet Bay Area ^{HD***}	FSN Detroit ^{HD}	FSN South ^{HD}	New England Sports Net (NESN) ^{HD}
Comcast SportsNet Chicago ^{HD}	FSN Florida ^{HD***}	FSN Southwest ^{HD}	Outdoor Channel
Comcast SportsNet Mid-Atlantic ^{HD}	FSN Midwest ^{HD}	FSN West ^{HD}	SportsNet New York ^{HD}
Comcast SportsNet New England ^{HD}	FSN North ^{HD}	Go!TV	SportSouth ^{HD}
Comcast SportsNet California	FSN Northwest ^{HD}	Mid-Atlantic Sports Network ^{HD}	SportsTime Ohio ^{HD}
ESPN Classic	FSN Ohio ^{HD***}	Mountain West Sports	Sun Sports ^{HD}
Fox Soccer Channel	FSN Pittsburgh ^{HD}	MSG ^{HD}	YES Network ^{HD}

Includes Outlet Fees for first 2 Receivers

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

Estimated Viewing Occupancy: 1 – 100

Monthly Fee: \$109.99

Annual Fee: \$1,319.88

100+ CHANNELS

COMERCIAL MÁS ULTRA™ Including over 45 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}
 A Toda Musica
 ABC Family ^{HD}
 American Movie Classics
 Animal Planet ^{HD}
 Azteca America
 Azteca Mexico
 Bloomerang (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
 DIRECTV Basics
 DIRECTV Customer Support
 Discovery Channel ^{HD}

Discovery en Español
 Discovery Familia
 Discovery Kids
 Disney Channel (East) ^{HD}
 Disney Channel (West)
 Disney XD (ESP) ^{HD}
 E! Entertainment Television
 Ecuavisa Internacional
 Enlace
ESPN Deportes
 EWTN
 Food Network ^{HD}
 Foot School TV
 FX ^{HD}
 Galavisión
 Gems TV
 GOD TV
 Go!TV
 Gospel Music Channel
 Hallmark
 HD Theater ^{HD (only in HD)}
 HDNet ^{HD (only in HD)}
 Headline News
 History ^{HD}
 History en Español
 HITN TV
 HGTV ^{HD}
 Home Shopping Network (HSN)

Hope Channel
 Jewelry Television
 Jewish Life TV
 Latinoamerica Television
 Lifetime
 Link TV
 MegaTV
 Mexicana
 México 22
 MexicoTV
 Mountain West Sports
 MSNBC
 MTV ^{HD}
 MTV 2
 MTV Tr3s
 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
 PBS Kids Sprout
 QVC
 ShopNBC

Speed Channel ^{HD}
 SUR Peru
 Syfy ^{HD}
 TBS ^{HD}
 TCT Network
 Telecentro
 Teléfe Internacional
 Telefutura (where available)
 Telemundo (East/West)
 Televisión Española Internacional
 The 101 Network ^{HD}
 TLC ^{HD}
 TNT ^{HD}
 Travel Channel
 Trinity Broadcasting Network
 TV Chile
 TV Dominicana
 TV Venezuela
 TyC Sports
 Univision (East/West)
 USA Network ^{HD}
 VH1 ^{HD}
 V-me
 WAPA America
 Weather Channel ^{HD}
 Word Network
 World Harvest Television
Plus In-Market Regional Sports Network(s) - where available

Monthly Fee.....\$57.99

Annual Fee..... \$695.88

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. Local blackout rules apply. Package is non-refundable. Service automatically renews.^{††}

2010 Season Rate Coming Soon

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




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

DIRECTV will offer the NASCAR HotPass service as a **FREE** service for customers with a qualifying base package: Commercial Xtra Pack, Commercial Choice Plus, Commercial Choice or Comercial Más Ultra. Customer will need HD Access to experience in HD.



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.^{††}

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

*Applies to new, first time subscribers who did not take MLB EXTRA INNINGS previously.

SEASONAL SPORTS PACKAGES (CONT.)


DIRECTV® Public Viewing Packages and Rates (Cont.)

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



2010 Season Rate: \$99.99

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

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

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

<u>Est. Viewing Occupancy</u>	<u>2010</u> <u>Season Rate</u>	<u>2010</u> <u>New Customer Offer</u>	<u>Est. Viewing Occupancy</u>	<u>2010</u> <u>Season Rate</u>	<u>2010</u> <u>New Customer Offer</u>
1-50	\$209.99	\$99.99	1,001-2,000	\$1,259.99	\$99.99
51-100	\$419.99	\$99.99	2,001-5,000	\$1,574.99	\$99.99
101-200	\$629.99	\$99.99	5,001-10,000	\$1,889.99	\$99.99
201-500	\$839.99	\$99.99	10,001+	\$2,099.99	\$99.99
501-1,000	\$1,049.99	\$99.99			



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

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



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.††



2010 Season Rate Coming Soon

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

<u>Est. Viewing Occupancy</u>	<u>2009-2010</u> <u>Season Rate</u>	<u>2009-2010</u> <u>New Customer Offer*</u>	<u>Est. Viewing Occupancy</u>	<u>2009-2010</u> <u>Season Rate</u>	<u>2009-2010</u> <u>New Customer Offer*</u>
1-100	\$749.97	\$635.97	201-500	\$1,599.99	\$1,359.99
101-200	\$1,199.97	\$1,013.97	501+	\$2,049.99	\$1,721.97



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

\$999.00 per season

SPORTS PROGRAMMING

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

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

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

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

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

Monthly Fee.....\$57.99 Annual Fee.....\$695.88

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

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

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

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

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

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

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

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

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

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			

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

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

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

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

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

Monthly Fee.....\$19.99

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

Monthly Fee.....\$39.99

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

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

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

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

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

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

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

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

<u>Estimated Viewing Occupancy</u>	<u>2010 12-Month Rate</u>	<u>2010 A La Carte Rate*</u>	<u>Estimated Viewing Occupancy</u>	<u>2010 12-Month Rate</u>	<u>2010 A La Carte Rate*</u>
1 - 50	\$2,160	\$360	1,001 - 1,500	\$18,000	\$3,000
51 - 100	\$3,600	\$600	1,501 - 2,000	\$24,000	\$4,200
101 - 200	\$5,040	\$840	2,001 - 5,000	\$30,000	\$5,040
201 - 500	\$7,200	\$1,200	5,001 - 10,000	\$36,000	\$6,000
501 - 750	\$9,000	\$1,500	10,001 +	\$42,000	\$7,200
751 - 1,000	\$12,000	\$2,040			

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

SPECIALTY PROGRAMMING AND LOCALS

DIRECTV® Public Viewing Packages and Rates (Cont.)

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

Monthly Fee.....\$6.99

Annual Fee.....\$83.88

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

Crime & Investigation HD
HDNet Movies, delivering commercial-free and full-length feature films

MGM HD, a channel dedicated to presenting great movies from MGM's film collection 24/7

Palladia HD, HD concerts, music videos, movies documentaries and original programming from MTV, VH1 and CMT

Smithsonian Channel HD
Universal HD

Monthly Fee.....\$9.99

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



Monthly Fee.....\$5.00

Annual Fee.....\$60.00

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

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

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

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

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

† Contains explicit lyrics

Monthly Fee.....\$31.99

Annual Fee..... \$383.88

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.

BYU TV
Christian Television Network
Church Channel
C-SPAN
C-SPAN 2
Daystar
DIRECTV Basics
DIRECTV Customer Support

Enlace
EWTN
GEMS TV
GOD TV
HD Theater ^{HD (only in HD)}
HDNet ^{HD (only in HD)}
HITN
Home Shopping Network

Hope Channel
Jewelry TV
Link TV
NASA TV
NRB Network
ONCE México
QVC
ShopNBC

Shop@Home
TCT Network
The 101 Network ^{HD}
Trinity Broadcasting Network
V-me
Word Network
Locals included where available

Monthly Fee.....\$19.99

Annual Fee..... \$239.88

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

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

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

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

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

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

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

Monthly Fee.....\$42.99**Annual Fee.....\$515.88**

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

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

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

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

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 seven of the leading Korean channels: YTN Korea's first 24-hour news network, MBC, SBS, SBS Plus offers exclusive Korean AFC soccer games; CTS, MBC Every1 and National Geographic Channel Korea. Requires 36" international dish and capable receiver. Service automatically renews*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIRECTV Commercial Viewing Agreement

Effective as of September 2009, until replaced

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

DEFINITIONS:

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

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

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

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

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____

NAME OF AUTHORIZED OFFICER/AGENT & TITLE _____

NAME OF COMMERCIAL ESTABLISHMENT _____



Commercial Receiver Information Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name _____

DBA _____ Contact Name _____

Service Phone Number _____ Email Address _____

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

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

Receiver #1

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

Receiver #2

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

Receiver #3

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

Receiver #4

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

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

* Program pricing does not include taxes and is subject to tax. Account is responsible for all taxes charged on account services. DIRECTV will issue a bill for appropriate taxes after service has been authorized. If tax-exempt, submit tax exemption certificate and once approved, all accrued taxes will be refunded back to account. **Some services automatically renews based on original subscription term, provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the term; however, ESPN/ESPN2/ESPNNews is non-refundable and non-proratable once renewal fee is paid. Blackout restrictions apply to sports programming. To receive sports programming, all DIRECTV Receivers must be continuously connected to the same land-based phone line. DIRECTV System dish with dual-feed LNB required to feed multiple DIRECTV Receivers with a single dish. Commercial locations require an appropriate license agreement. Commercial signal theft is subject to civil and criminal penalties. Programming, pricing, terms and conditions subject to change. Hardware and programming sold separately. Equipment specifications may vary in Alaska and Hawaii. Games shown on local TV stations or regional sports networks will not be included in sports subscription packages. All other trademarks and service marks are the property of their respective owners. DIRECTV and DIRECTV for Business logo and COMMERCIAL XTRA are trademarks of DIRECTV, Inc. ©2010 DIRECTV, Inc.