



DIRECTV® BUSINESS VIEWING PACKAGES and RATES

Customers must subscribe to one of the following base programming packages in order to add on any additional service(s): BUSINESS XTRA PACK, BUSINESS ENTERTAINMENT PACK, BUSINESS SELECT PACK OR COMMERCIAL BASIC.

HD Access to DIRECTV® HD programming requires a DIRECTV HD Receiver and HD television equipment.

140+ Channels BUSINESS XTRA PACK™

A&E ^{HD}	Discovery Family Channel	IFC ^{HD}	Science ^{HD}
ABC Family ^{HD}	Discovery Life	INSP	SEC Network ^{HD}
Al Jazeera America	Disney Channel (East) ^{HD}	Investigation Discovery ^{HD}	ShopHQ
AMC ^{HD}	Disney Channel (West)	ION Television (East) ^{HD}	Shopping Network
American Heroes	Disney Junior ^{HD}	ION Television (West)	Son Life Broadcasting Network
America's Auction Network	Disney XD ^{HD}	Jewelry Television	Spike ^{HD}
Animal Planet ^{HD}	DIY Network ^{HD}	Jewish Life Television [†]	Sportsman Channel
Aqui	E! ^{HD}	Lifetime ^{HD}	Syfy ^{HD}
AUDIENCE® ^{HD}	Enlace	Link TV	TBS ^{HD}
AXS TV (HD only) ^{HD}	ESPN ^{HD}	Liquidation Channel	TCM ^{HD}
BabyFirstTV [†]	ESPN2 ^{HD}	LMN ^{HD}	TCT Network
BBC America ^{HD}	ESPNEWS ^{HD}	Logo	TeenNick
BET ^{HD}	ESPNU ^{HD}	MAVTV	Tennis Channel ^{HD}
Bloomberg TV ^{HD}	EWTN	MLB Network ^{HD}	TLC ^{HD}
Bravo ^{HD}	Food Network ^{HD}	MSNBC ^{HD}	TNT ^{HD}
BTN	FOX Business Network ^{HD}	MTV ^{HD}	Travel Channel ^{HD}
BYUtv	FOX News Channel ^{HD}	MTV2 ^{HD}	Trinity Broadcasting Network (TBN)
CANAL ONCE	FOX Sports 1 ^{HD}	NASA TV [†]	truTV ^{HD}
Cartoon Network (East) ^{HD}	FOX Sports 2 ^{HD}	Nat Geo WILD ^{HD}	TV Land ^{HD}
Cartoon Network (West)	Free Speech TV [†]	National Geographic Channel ^{HD}	TV One
CBS Sports Network ^{HD}	Fuse	NBA TV ^{HD}	TVG
CCTV News	FX ^{HD}	NBC Sports Network ^{HD}	UniMás ^{HD}
Centric	FX Movie Channel	NBC Universo	Univision (East) ^{HD}
Celebrity Shopping Network	FXX ^{HD}	NFL Network ^{HD}	UP
Church Channel	fyi ^{HD}	Nick Jr.	USA Network ^{HD}
CMT ^{HD}	Galavisión ^{HD}	Nickelodeon/Nick at Nite (East) ^{HD}	Velocity (HD only) ^{HD}
CNBC ^{HD}	GEB America [†]	Nickelodeon/Nick at Nite (West)	VH1 ^{HD}
CNBC World	GEM Shopping Network	NRB	VH1 Classic ^{HD}
CNN ^{HD}	GOD TV [†]	Ovation ^{HD}	Vme
Comedy Central ^{HD}	Golf Channel ^{HD}	OWN (Oprah Winfrey Network) ^{HD}	WE tv
Cooking Channel	Great American Country (GAC)	Oxygen	The Weather Channel ^{HD}
C-SPAN	GSN	pivot	WeatherNation ^{HD}
C-SPAN2	H2 ^{HD}	POP	WGN America ^{HD}
CTN	Hallmark Channel ^{HD}	Pursuit Channel	The Word Network
Daystar	HGTV ^{HD}	QVC ^{HD}	World Harvest Television (WHT)
Destination America	HISTORY ^{HD}	QVC Plus	Plus In-Market RSN(s) ^{HD} where available
DIRECTV CINEMA Screening Room ^{HD}	HITN TV	ReelzChannel ^{HD}	Plus Local Channels ^{HD} where available
DIRECTV HD SPORTSMIX®	HLN ^{HD}	RFD-TV	<i>Regional Sports Fee May Apply</i>
Discovery ^{HD}	Hope Channel [†]	Rocks TV	
	HSN	Sale	

Monthly Fee.....\$92.99

Annual Fee.....\$1,115.88

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85+ BUSINESS ENTERTAINMENT™ PACK

Channels

A&E ^{HD}	Daystar	HLN ^{HD}	RFD-TV
ABC Family ^{HD}	DIRECTV CINEMA Screening Room	Hope Channel	Rocks TV
America's Auction Network	Discovery ^{HD}	HSN	Sale
Animal Planet ^{HD}	Disney Channel (East) ^{HD}	INSP	ShopHQ
Aqui	Disney Channel (West)	Investigation Discovery	Shopping Network
AUDIENCE® ^{HD}	Disney Junior ^{HD}	Jewelry Television	Son Life Broadcasting Network
AXS TV (HD only) ^{HD}	Disney XD ^{HD}	Jewish Life Television	Spike ^{HD}
BabyFirstTV†	E! ^{HD}	Lifetime	Syfy ^{HD}
BBC America ^{HD}	Enlace	Link TV	TBS ^{HD}
BET ^{HD}	ESPN ^{HD}	Liquidation Channel	TCM ^{HD}
Bloomberg TV ^{HD}	ESPN2 ^{HD}	MAVTV	TCT Network
Bravo ^{HD}	EWTN	MSNBC ^{HD}	TeenNick
BYUtv	Food Network ^{HD}	MTV ^{HD}	TLC ^{HD}
CANAL ONCE	FOX News Channel ^{HD}	MTV2 ^{HD}	TNT ^{HD}
Cartoon Network (East) ^{HD}	Free Speech TV†	NASA TV†	Trinity Broadcasting Network (TBN)
Cartoon Network (West)	FX ^{HD}	National Geographic Channel ^{HD}	truTV ^{HD}
CCTV News	Galavisión ^{HD}	Nick Jr	TV Land ^{HD}
Celebrity Shopping Network	GEB America†	Nickelodeon/Nick at Nite (East) ^{HD}	Univision (East) ^{HD}
Church Channel	GEM Shopping Network	Nickelodeon/Nick at Nite (West)	USA Network ^{HD}
CMT ^{HD}	GOD TV†	NRB	Velocity (HD only) ^{HD}
CNBC ^{HD}	Hallmark Channel	Ovation ^{HD}	VH1 ^{HD}
CNN ^{HD}	Hallmark Movies & Mysteries (HD only)	pivot	Vme
Comedy Central ^{HD}	HGTV ^{HD}	Pursuit Channel	WeatherNation ^{HD}
C-SPAN	HISTORY ^{HD}	QVC ^{HD}	The Word Network
C-SPAN2	HITN TV	QVC Plus	World Harvest Television (WHT)
CTN		ReelzChannel ^{HD}	Plus Local Channels ^{HD} where available

Monthly Fee.....\$74.99

Annual Fee.....\$899.88

80+ BUSINESS SELECT™ PACK

Channels

A&E ^{HD}	DIRECTV CINEMA Screening Room	INSP	Shopping Network
ABC Family ^{HD}	Discovery ^{HD}	Investigation Discovery	Son Life Broadcasting Network
America's Auction Network	Disney Channel (East) ^{HD}	Jewelry Television	Spike ^{HD}
Animal Planet ^{HD}	Disney Channel (West)	Jewish Life Television	Syfy ^{HD}
Aqui	Disney Junior ^{HD}	Lifetime	TBS ^{HD}
AUDIENCE® ^{HD}	Disney XD ^{HD}	Link TV	TCM ^{HD}
AXS TV (HD only) ^{HD}	E! ^{HD}	Liquidation Channel	TCT Network
BabyFirstTV†	Enlace	MAVTV	TeenNick
BBC America ^{HD}	EWTN	MSNBC ^{HD}	TLC ^{HD}
BET ^{HD}	Food Network ^{HD}	MTV ^{HD}	TNT ^{HD}
Bloomberg TV ^{HD}	FOX News Channel ^{HD}	MTV2 ^{HD}	Trinity Broadcasting Network (TBN)
Bravo ^{HD}	Free Speech TV†	NASA TV†	truTV ^{HD}
BYUtv	FX ^{HD}	National Geographic Channel ^{HD}	TV Land ^{HD}
CANAL ONCE	Galavisión ^{HD}	Nick Jr	Univision (East) ^{HD}
Cartoon Network (East) ^{HD}	GEB America†	Nickelodeon/Nick at Nite (East) ^{HD}	USA Network ^{HD}
Cartoon Network (West)	GEM Shopping Network	Nickelodeon/Nick at Nite (West)	Velocity (HD only) ^{HD}
CCTV News	GOD TV†	NRB	VH1 ^{HD}
Celebrity Shopping Network	Hallmark Channel	Ovation ^{HD}	Vme
Church Channel	Hallmark Movies & Mysteries (HD only)	pivot	WeatherNation ^{HD}
CMT ^{HD}	HGTV ^{HD}	Pursuit Channel	The Word Network
CNBC ^{HD}	HISTORY ^{HD}	QVC ^{HD}	World Harvest Television (WHT)
CNN ^{HD}	HITN TV	QVC Plus	SonicTap Music Channels
Comedy Central ^{HD}	HLN ^{HD}	ReelzChannel ^{HD}	Plus Local Channels ^{HD} where available
C-SPAN	Hope Channel	RFD-TV	
C-SPAN2	HSN	Rocks TV	
CTN		Sale	
Daystar		ShopHQ	

Monthly Fee.....\$54.99

Annual Fee.....\$659.88

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30+
Channels

COMMERCIAL BASIC™

AUDIENCE^{HD}
AXS TV (HD only)^{HD}
BabyFirstTV[†]
BYUtv
CANAL ONCE
Church Channel
C-SPAN
C-SPAN 2
CTN

Daystar
Enlace
EWTN
Free Speech TV[†]
GEB America[†]
GOD TV[†]
HITN TV
Hope Channel[†]

HSN
INSP
Jewelry Television
Jewish Life Television[†]
Link TV
NASA TV[†]
NRB
QVC^{HD}

QVC Plus
ShopHQ
TCT Network
Trinity Broadcasting Network (TBN)
Vme
Velocity (HD only)^{HD}
The Word Network
World Harvest Television (WHT)
Plus locals channels^{HD} - where available

Monthly Fee.....\$24.99

Annual Fee..... \$299.88

SEASONAL SPORTS PACKAGES



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.††

***2015 Mid-Season New Customer Rate: \$125.00**

*Available to new subscribers who did not take NHL CENTER ICE in prior season.



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.††

***2015 Mid-Season New Customer Rate: \$99.99**

*Applies to new and existing NBA League Pass subscribers.



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

2015 Season Rate: \$99.99



NFL SUNDAY TICKET Exclusively from DIRECTV. Turn Sunday into Game Day and watch your weekend business grow! Get the biggest selection of games available anywhere throughout the regular season. Up to 200 games during the season — that's 17 weeks of action! Features every game in high-definition (HD). Includes NFL SUNDAY TICKET RED ZONE CHANNEL®, GameMix and Short Cuts. (REMEMBER: HD access, HDTV, triple-LNB multi-sat dish required, interactive receiver required for full GameMix functionality). Local blackout rules apply. Package is non-refundable. Service automatically renews.††

2015 Early Bird New Customer Rate: \$519.75

*Available to new subscribers who did not take NFL SUNDAY TICKET in prior season.
5-pay monthly payment option is available.



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.††

***2015 New Customer Rate: \$636.00**

*Available to new subscribers who did not take MLB EXTRA INNINGS in prior season.
3-pay and 5-pay monthly payment options available.

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SPORTS PROGRAMMING

DIRECTV® Business Viewing Packages and Rates (Cont.)

FOX Sports Net (FSN) HD Get coverage of your local in-market professional teams, great collegiate action and much more on these regional sports networks: Comcast SportsNet Mid-Atlantic, New England Sports Network, Sun Sports, FOX Sports Networks, including FS Arizona HD, FS Cincinnati, FS Detroit HD, FS Florida HD, FS Midwest HD, FS North HD, FS Ohio, FS San Diego HD, FS South HD, FS Southwest HD, FS West HD and FS 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 Rate</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Rate</u>	<u>Annual Fee</u>
1-50	\$59.95	\$719.88	151-200	\$134.95	\$1,619.40
51-100	\$79.95	\$959.40	201+	\$159.95	\$1,919.40
101-150	\$104.95	\$1,259.40			

FOX Soccer Plus HD A compliment to Fox Soccer Channel. Enjoy this 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.

Monthly Fee.....\$100.00

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.....\$14.99

Annual Fee.....\$179.88

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.....\$14.99

Universal Sports The preeminent media destination for Olympic-related, lifestyle and adventure sports programming. Major world-class champion-ships 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

SPECIALTY PROGRAMMING AND LOCALS

DOGTV® Exclusive Dog Channel & Programming only on DIRECTV. DIRECTV brings your furry family DogTV - tv for dogs. It brings your dog tv that will stimulate, entertain & much more, all from a dog's point of view!

Monthly Fee.....\$4.99

Annual Fee.....\$60.00

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

Crime & Investigation HD
Hallmark Movie Channel HD
HDNet Movies

MGM HD
Palladia HD

Shorts HD
Sony Movie Channel HD

Smithsonian Channel HD
Universal HD

Monthly Fee.....\$4.99

Annual Fee.....\$59.88

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

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

Monthly Fee.....\$1.70

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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: SubTernanean	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.....\$37.99

Annual Fee..... \$455.88

†Contains explicit lyrics

INTERNATIONAL A LA CARTE PACKAGES

Spanish A La Carte Packages

45+ Channels **En Español™** New A La Carte package with over 45 valuable Spanish-language channels. The perfect complement to any base package. Service automatically renews**. Requires DIRECTV Multi-Satellite System.

Azteca America	Cine Nostalgia	Estudio5	Nat Geo Mundo	Telemundo East	TyC Sports
Bandamax	CNN en Español	FOROtv	NTN24	Telemundo West ^{HD}	UniMás ^{HD}
beIN SPORTS en Español ^{HD}	Customer Information	FOX Deportes	Nuestra Tele	Television Dominicana	Univision Deportes ^{HD}
Canal 22 Mexico	De Pelicula	FOX Life	Pasiones	Tr3s	Univision East
CANAL ONCE	De Pelicula Clásico	Go!TV	Perú Mágico	TV Chile	Univision tNovelas ^{HD}
Caracol TV	Discovery en Español	History en Español	Regional Music TV	TV Colombia	Univision West
Centroamerica TV	Discovery Familia	MegaTV ^{HD}	SUR Perú	TV Mexico	ViendoMovies
Cine Estelar	Ecuavisa Internacional	Mexicanal	Telecentro	TV Venezuela	WAPA America
Cinelatino	ESPN Deportes ^{HD}	mun2	Telefe	TVE	

Monthly Fee.....\$44.99

Annual Fee..... \$539.88

AMÉRICAS PLUS™ Caracol TV, Cine Estelar, Cinelatino, Cine Nostalgia, Discovery en Español, Discovery Familia, Ecuador TV, Ecuavisa Internacional, MegaTV ^{HD}, mun2, Nuestra Tele, Perú Mágico, Regional Music TV, SUR Perú, TeleCentro, Telefe, Telemundo, TVE, TV Chile, Television Dominicana, TV Venezuela, TVE, UniMás ^{HD}, WAPA America

Monthly Fee.....\$24.99

MÉXICO PLUS™ Azteca América, Cine Estelar, Cine Nostalgia, Discovery en Español, Discovery Familia, MegaTV ^{HD}, Mexicanal, Canal 22 Mexico Internacional, Estudio5, Tr3s, mun2, Regional Music TV, TeleCentro, Telemundo, Television Dominicana, UniMás ^{HD}

Monthly Fee.....\$24.99

DIRECTV® DEPORTES beIN SPORTS en Español ^{HD}, ESPN Deportes ^{HD}, Go!TV, TyC Sports, Univision Deportes Network ^{HD}

Monthly Fee.....\$24.99

ChineseDirect™ The best in Cantonese, Mandarin and English programming, CTI Zong Tian, CCTV-4, Phoenix NA, Charming China, CCTV News, Tai Seng Entertainment, 88 TV, 88 Films, NBA TV, MLB Network, beIN Sport, National Geographic, Disney, CNN, Food Network Asia, and i-Cable. Service automatically renews*.

Monthly Fee.....\$34.99

Annual Fee.....\$419.88

KoreanDirect™ Includes ten of the leading Korean channels: YTN Korea's first 24-hour news network, CTS, EBS, KBS World, MBC, MBC Every1, MBN Plus, SBS, SBS Plus offers exclusive Korean AFC soccer games; 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.....\$31.99

Annual Fee.....\$383.88

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

Monthly Fee.....\$21.99

Annual Fee.....\$263.88

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RTR Planeta 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.....\$19.99

Annual Fee.....\$239.88

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, Muzyka Pervogo, TV Nanny and Vremya: Retro Channel. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$34.99

Annual Fee.....\$419.88

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

Monthly Fee.....\$40.99

Annual Fee.....\$491.88

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, MOR 101.9 (radio), 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.....\$27.99

Annual Fee.....\$335.88

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

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

BONUS Channels - Designed specifically for an international audience, these channels are included with any International package: MHz Worldview, CCTV-9 and INCTV.



DIRECTV TERMS OF SERVICE FOR BUSINESS VIEWING CUSTOMERS

(Effective for accounts activated on or after February 5, 2015 until replaced by DIRECTV)

BUSINESS VIEWING ESTABLISHMENT INFORMATION

DIRECTV Account Number:		Commercial Establishment Type: Business Viewing	
Bill to <input type="checkbox"/> Service Address <input type="checkbox"/> Mailing Address		EVO: _____ FCO: _____	Number of TVs/receivers: _____
Full Legal Name of Customer:			
Operating Name (if any):			
Service Address:			
Name of Contact at Service Address:		Email Address:	
Phone Number:		Fax Number:	
Mailing Address (if different):			
Name of Contact at Mailing Address:		Email Address:	
Phone Number:		Fax Number:	
Credit Card Number:		Expiration:	Security Code:
Legal Structure of Customer: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Government <input type="checkbox"/> Other: _____			
State of organization (incorporation, principal place of business, state of principal residence):			
Federal Tax ID:			Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Dealer Name:			Dealer #:

PROGRAMMING SELECTION & TERMS AND CONDITIONS

Select the Services Customer wishes to order by checking the appropriate boxes on the Business Viewing Order Schedule attached hereto.

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE COMMERCIAL RATE CARD IN EFFECT FROM TIME TO TIME (THE "RATE CARD"), WHICH MEANS ALL PRICES CONTAINED ON THE ATTACHED SCHEDULE ARE SUBJECT TO CHANGE EVEN THOUGH YOU MAY BE AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL RATES WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES, BUT ANY DISCOUNT(S) YOU RECEIVE WILL STILL APPLY, SUBJECT TO ANY EARLY CANCELLATION FEES IN THE EVENT YOU FAIL TO FULFILL YOUR COMMITMENT PERIOD.

PROGRAMMING COMMITMENT. The attached Business Viewing Order Schedule contains details concerning minimum commitment periods for certain DIRECTV programming packages. If you have selected a package that requires a minimum commitment period (the "**Commitment Period**"), you must subscribe to the required channels (the "**Required Channels**") within the selected package for the entirety of the stated Commitment Period. After you have fulfilled your Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration.

CONSEQUENCES OF YOUR FAILURE TO SATISFY YOUR MINIMUM COMMITMENT PERIOD. If you fail to maintain your subscription to the Required Channels for the entire Commitment Period, Customer will pay DIRECTV an early cancellation fee equal to the amounts set forth on the Business Viewing Order Schedule. Payment of the early cancellation fee is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for the Required Channels for the entire Commitment Period, and/or (b) pursue legal remedies against you and receive the total amount due.

ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions apply, depending on Customer's programming selections. Customer understands and agrees to such additional terms and conditions by checking the boxes on the attached Business Viewing Order Schedule. In the event of any conflict or inconsistency between the terms of this Agreement and the terms contained on the Business Viewing Order Schedule, the terms of this Agreement will control and govern.

INTEGRATION. The terms and conditions of the Commercial Customer Agreement, as amended by DIRECTV from time to time, are integrated into this Agreement. To the extent of any specific conflict with the Commercial Customer Agreement, the terms and conditions of this National Account Agreement will control. The Commercial Customer Agreement is available at www.directv.com.

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE TERMS, INCLUDING EACH OF THE SCHEDULES ATTACHED HERETO. THESE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. **IF YOU RECEIVE A DISCOUNT/SUBSIDY AS PART OF YOUR SUBSCRIPTION AND YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

Legal Name of Customer: _____ Name of Person Signing: _____
 Operating Name: _____ Print Title: _____
 Date: _____ Phone: _____ Signature: _____

DEALER WILL RETAIN A COPY OF SIGNED AGREEMENT AND MAKE AVAILABLE UPON DIRECTV'S REQUEST

DIRECTV TERMS OF SERVICE FOR BUSINESS VIEWING CUSTOMERS (February 5, 2015)

BUSINESS VIEWING ORDER SCHEDULE

Select the Services Customer wishes to order by checking the appropriate boxes below and printing the packages in the below Summary Section. For programming not listed under the Offer Section, enter the Service price for each selection using the Commercial Rate Card.

PROGRAMMING SERVICE SUMMARY

	Programming (print package selected in the Service Offers Section below plus any additional packages)	Monthly Fee	Annual/Seasonal Fee
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$
TOTAL PAYMENT**			\$

SERVICE OFFERS

(Offers available until 5/27/15 - 24-month agreement required)

Select	Package	Regular Rate (Monthly)	Promotional Rate (monthly for 12 months with Auto Bill Pay)
<input type="checkbox"/>	BUSINESS XTRA PACK with Local Channels [†] Regional Sports Fee May Apply	\$92.99	\$59.99
<input type="checkbox"/>	BUSINESS ENTERTAINMENT™ PACK with Local Channels [†]	\$74.99	\$49.99
<input type="checkbox"/>	BUSINESS SELECT™ PACK with Local Channels [†]	\$54.99	\$29.99
<input type="checkbox"/>	COMMERCIAL BASIC™ with Local Channels [†]	\$24.99	\$24.99

Select	Required Base Package (COMMERCIAL BASIC™ and one or more International Add-on Package(s) and 24-month agreement required)	Promotional Rate (monthly for 12 months with Auto Bill Pay)
<input type="checkbox"/>	COMMERCIAL BASIC™ with Local Channels [†]	\$19.99
	International Language Add-On (select at least one)	Regular Rate (Monthly)
<input type="checkbox"/>	Americas Plus™	\$24.99
<input type="checkbox"/>	ChineseDirect™	\$34.99
<input type="checkbox"/>	DIRECTV Deportes	\$24.99
<input type="checkbox"/>	En Espanol	\$44.99
<input type="checkbox"/>	FilipinoDirect™	\$37.99
<input type="checkbox"/>	KoreanDirect™	\$31.99
<input type="checkbox"/>	MandarinDirect™ III	\$21.99
<input type="checkbox"/>	Mexico Plus™	\$24.99
<input type="checkbox"/>	RTR Planeta	\$19.99
<input type="checkbox"/>	RussianDirect™	\$34.99
<input type="checkbox"/>	RussianDirect™ II	\$40.99
<input type="checkbox"/>	TFCDirect™	\$27.99
<input type="checkbox"/>	VietDirect VHN	\$24.99

Offers end 5/27/15, on approved credit. [†] Local channels will be activated automatically in markets where available. Promotional rates based on bill credits applied in months 2 through 13 of your monthly subscription. Additional receiver fees apply. Final price does not include applicable state sales tax. Additional \$10.00/mo. credit for 12 months after signing up for Auto Bill Pay and with activation of the BUSINESS SELECT PACK package or above, excludes COMMERCIAL BASIC. Additional \$5.00/mo. credit for 12 months after signing up for Auto Bill Pay and with activation of the COMMERCIAL BASIC with International add-on package. 24 month agreement required. To access DIRECTV HD programming, HD equipment is required. Number of HD channels varies by package. Applicable taxes will be added monthly to your account. Multi-satellite equipment may be required.

SonicTap® Music Channels Offer:

- Yes, I would like to receive SonicTap® Music Channels FREE for three months.**
By checking this box, I agree to activate BUSINESS SELECT PACK or above including local channels (where available) without interruption for twenty-four (24) consecutive months in order to receive SonicTap® Music Channels free for 3 months. I understand that in the fourth month, my SonicTap Music Channels will continue at the then prevailing rate of \$37.99/mo.

NBA LEAGUE PASS Mid-Season Starting at \$99.99 Programming Offer:

- NBA LEAGUE PASS \$99.99 mid-season 1-pay Promotional Offer:**
If ordered by 3/15/15 and activated by 4/15/15, you agree to one monthly payment of \$99.99 due upon activation.

NHL CENTER ICE Mid-Season Starting at \$125.00 Programming Offer:

- NHL CENTER ICE \$125.00 mid-season 1-Pay Promotional Offer:**
If ordered by 3/14/15 and activated by 5/15/15, you agree to one monthly payment of \$125.00 due upon activation.

ESPN FULL COURT Season Starting at \$119.77 Programming Offer:

- ESPN FULL COURT \$472.74 1-Pay Promotional Offer:**
If ordered by 2/15/15 and activated by 3/19/15, you agree to three monthly payments of \$119.77 due upon activation.

MLB EXTRA INNINGS 2015 Season Starting at \$127.20 Programming Offer:

- MLB EXTRA INNINGS \$127.20 5-Pay Promotional Offer**
If ordered by 5/4/15 and activated by 6/3/15, you agree to five payments of \$127.20 due upon activation.
- MLB EXTRA INNINGS \$212.00 3-Pay Promotional Offer**
If ordered by 7/4/15 and activated by 8/3/15, you agree to three payments of \$212.00 due upon activation.
- MLB EXTRA INNINGS \$636.00 1-Pay Promotional Offer**
If ordered by 9/3/15 and activated by 10/4/15, you agree to one payment of \$636.00 due upon activation.

NFL SUNDAY TICKET 2015 EARLY BIRD Season Starting at \$103.95 Programming Offer:

- NFL SUNDAY TICKET \$103.95 2015 Early Bird Season 5-Pay Promotional Offer:**
If ordered by 5/13/15 and activated by 6/13/15, you agree to five monthly payments of \$103.95 due upon activation.
- NFL SUNDAY TICKET \$519.75 2015 Early Bird Season 1-Pay Promotional Offer:**
If ordered by 5/13/15 and activated by 6/13/15, you agree to one monthly payments of \$519.75 due upon activation.

ADDITIONAL TERMS AND CONDITIONS

Credit card may be required (except in MA & PA). Actual number of games varies by market. Blackout rules and other restrictions apply to all sports programming. **NBA LEAGUE PASS MID-SEASON PROGRAMMING/BILL CREDIT OFFER:** New DIRECTV commercial customers only. To receive NBA LEAGUE PASS, a DIRECTV commercial subscription to a base programming package is required. Customers must order by 3/15/15 and activate by 4/15/15 to be eligible for the mid-season 1-pay option. IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF NBA LEAGUE PASS WILL BE CHARGED TO CUSTOMER'S ACCOUNT. **LIMIT ONE NBA LEAGUE PASS OFFER PER ACCOUNT. NBA LEAGUE PASS will automatically continue provided DIRECTV carries this service, unless the customer calls 1-866-771-1523 to cancel prior to the start of the season.** Programming, pricing, terms and conditions subject to change at any time. NBA LEAGUE PASS trademarks and copyrights are used with permission of NBA League Properties, Inc. **NHL CENTER ICE PROGRAMMING/BILL CREDIT OFFER:** To receive NHL CENTER ICE, a DIRECTV commercial subscription to a base programming package or above is required. Programming charges based on Estimated Viewing Occupancy (EVO). Customers must order by 3/14/15 and activate by 5/15/15 to be eligible for the mid-season 1-pay option. IN THE EVENT OF EARLY DISCONNECT, THE REMAINING BALANCE OF NHL CENTER ICE WILL BE CHARGED TO CUSTOMERS ACCOUNT. **LIMIT ONE NHL CENTER ICE PROMOTIONAL OFFER PER ACCOUNT. NHL CENTER ICE will automatically continue provided DIRECTV carries this service, unless the customer calls 1-866-771-1523 to cancel prior to the start of the season.** Programming, pricing, terms and conditions subject to change at any time. NHL, the NHL Shield, Center Ice, The Game Lives Where You Do and the Center Ice logo are trademarks of the National Hockey League. All NHL logos and marks are the property of the NHL and may not be reproduced without the prior written consent of NHL Enterprises, L.P. ©NHL 2015. **ESPN FULL COURT PROGRAMMING/BILL CREDIT OFFER:** To receive ESPN FULL COURT, a DIRECTV commercial subscription to a base programming package is required. Customers must order by 2/15/15 and activate by 3/19/15 to be eligible for the 1-Pay option. IN THE EVENT OF EARLY DISCONNECT, THE REMAINING BALANCE OF ESPN FULL COURT WILL BE CHARGED TO CUSTOMERS ACCOUNT 24-month base programming agreement required. Pricing is commercial. Taxes not included. Receipt of DIRECTV programming subject to terms of DIRECTV Commercial Customer Viewing Agreement; copy provided with new customer information packet. **ESPN FULL COURT will automatically continue provided DIRECTV carries this service, unless the customer calls 1-877-561-3257 to cancel prior to the start of the season.** Season start and end dates subject to change. Programming, pricing, terms and conditions subject to change at any time. **NFL SUNDAY TICKET EARLY BIRD OFFER:** In order to receive NFL SUNDAY TICKET, customer must subscribe to a Commercial base programming package with a 24 month agreement. Customers must order by 5/13/15 and activate by 6/13/15 to be eligible for the early bird 5-pay and 1-pay option. IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF NFL SUNDAY TICKET WILL BE CHARGED TO CUSTOMER'S ACCOUNT. **LIMIT ONE NFL SUNDAY TICKET OFFER PER ACCOUNT.** Offer void where prohibited or restricted. DIRECTV programming, pricing, terms and conditions subject to change at any time. Taxes not included. Receipt of DIRECTV programming subject to terms of DIRECTV Commercial Customer Viewing Agreement; copy provided with new customer information packet. NFL SUNDAY TICKET consists of all Sunday games broadcast on FOX and CBS at 1pm and 4pm ET. However, games broadcast by your local FOX or CBS affiliate will not be available on NFL SUNDAY TICKET. **NFL SUNDAY TICKET will automatically continue provided DIRECTV carries this service, unless the customer calls 1-877-561-3257 to cancel prior to the start of the season.** **MLB EXTRA INNINGS PROGRAMMING/BILL CREDIT OFFER:** To receive MLB EXTRA INNINGS, a DIRECTV commercial subscription to a base programming package or above is required. Customers must order by 5/4/15 and activate by 6/3/15 to be eligible for the 5-pay option. Customers must order by 7/4/15 and activate by 8/3/15 to be eligible for the 3-pay option. Customers must order by 9/3/15 and activate by 10/4/15 to be eligible for the 1-pay option. IN THE EVENT OF AN EARLY DISCONNECT, THE REMAINING BALANCE OF MLB EXTRA INNINGS WILL BE CHARGED TO CUSTOMER'S ACCOUNT. **LIMIT ONE MLB EXTRA INNINGS OFFER PER ACCOUNT. MLB EXTRA INNINGS will automatically continue provided DIRECTV carries this service, unless the customer calls 1-866-771-1523 to cancel prior to the start of the season.** Programming, pricing, terms and conditions subject to change at any time. Major League Baseball trademarks and copyrights are used with permission of Major League Baseball Properties, Inc. Visit MLB.com. **BUSINESS XTRA PACK /BILL CREDIT OFFER:** Purchase of 24 consecutive months of BUSINESS XTRA Pack (regularly \$92.99/mo.) includes Local Channels (if available in your market), BUSINESS XTRA (\$77.99/mo) and TECHNOLOGY FEE (\$15.00/mo.). Additional receiver fees apply of \$6.50/mo. For 1st through 9th receivers; \$4/mo for the 10th through 21st receivers; \$2/mo for 22nd and beyond receivers. Upon DIRECTV System activation, beginning in the second month, DIRECTV will begin to credit the new BUSINESS XTRA Pack customer's account for 12 consecutive months in the amount of \$23.00/mo. for the BUSINESS XTRA Pack and Local Channels packages, plus an additional \$10.00/mo. when customer activates and maintains the BUSINESS SELECT Pack or higher and enrolls in Auto Bill Pay for 12 months with credit card at the point of sale. **BUSINESS ENTERTAINMENT PACK PROGRAMMING/BILL CREDIT OFFER:** Purchase of 24 consecutive months of BUSINESS ENTERTAINMENT and Local Channels packages (regularly \$74.99/mo) includes Local Channels (if available in your market), BUSINESS ENTERTAINMENT of (\$59.99/mo) and TECHNOLOGY FEE (\$15.00/mo.). Additional receiver fees apply of \$6.50/mo. For 1st through 9th receivers; \$4/mo for the 10th through 21st receivers; \$2/mo for 22nd and beyond receivers. Upon DIRECTV System activation, beginning in the second month, DIRECTV will begin to credit the new BUSINESS ENTERTAINMENT customer's account for 12 consecutive months in the amount of \$15.00/mo. for the BUSINESS ENTERTAINMENT and Local Channels packages, plus an additional \$10.00/mo. when customer activates and maintains the BUSINESS SELECT Pack or higher and enrolls in Auto Bill Pay for 12 months with a credit card at point of sale. Account must be in "good standing," as determined by DIRECTV in its sole discretion, to remain eligible. **IF BY THE END OF PROMOTIONAL PRICE PERIOD(S) CUSTOMER DOES NOT CONTACT DIRECTV TO CHANGE SERVICE, THEN ALL SERVICES WILL AUTOMATICALLY CONTINUE AT THE THEN-PREVAILING RATES.** In certain markets, programming/pricing may vary. **IN THE EVENT YOU FAIL TO MAINTAIN YOUR PROGRAMMING AGREEMENT, YOU AGREE THAT DIRECTV MAY CHARGE YOU A PRORATABLE EARLY CANCELLATION FEE OF \$480.** In certain markets, programming/pricing may vary. **LIMIT ONE BILL CREDIT OFFER PER ACCOUNT. HARDWARE OFFER:** Programming agreement, as defined by customer's commercial programming rate card required. Offer available to new commercial customers in commercial structures no more than three stories high. No single-family residence allowed. Up to four free HD receivers per commercial location with BUSINESS SELECT PACK and above package. Make and model of system at DIRECTV's sole discretion. Offer void where prohibited or restricted. All DIRECTV Receivers must be continuously connected to the same land-based phone line. **SONICTAP MUSIC CHANNELS OFFER:** Upon DIRECTV System activation, DIRECTV will credit the new customer's account \$37.99/mo. for three consecutive months for SonicTap Music Channels. Unless customer calls to cancel, in the fourth month, SonicTap Music Channels will automatically continue at the then-prevailing rate. **INSTALLATION:** Free professional standard installation with BUSINESS XTRA PACK. \$49 professional standard installation with BUSINESS SELECT PACK, BUSINESS ENTERTAINMENT PACK, COMMERCIAL BASIC and COMMERCIAL BASIC with International ad-on. Complex/Custom installation extra. DIRECTV programming, pricing, terms and conditions subject to change at any time. Taxes not included. Receipt of DIRECTV programming subject to terms of DIRECTV Commercial Customer Viewing Agreement; copy provided with new customer information packet. ©2015 DIRECTV. DIRECTV, the DIRECTV logo for Business logo are trademarks of DIRECTV, LLC. All other trademarks and service marks are the property of their respective owners.



COMMERCIAL CUSTOMER AGREEMENT

Effective as of June 24, 2014, until replaced

THIS DIRECTV COMMERCIAL CUSTOMER AGREEMENT (THIS "AGREEMENT") DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR DIRECTV SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 9) AND DISCLAIMER OF WARRANTIES (SECTION 8). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR ORDER OR SERVICE SUBJECT TO APPLICABLE CANCELLATION TERMS AND/OR FEES (SEE SECTION 5). IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING.

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by sending an e-mail to DIRECTV.com/CommercialEmail or commercialcontracts@directv.com or by writing to:

Notices and Mail
DIRECTV, LLC
Business Service Center
P.O. Box 5392
Miami, FL 33152-5392

Payments
DIRECTV, LLC
Commercial Account Payments
P.O. Box 60036
Los Angeles, CA 90060-0036

You can also call our DIRECTV Business Service Center at 1-888-200-4388. If your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV. DIRECTV and its affiliates, subsidiaries and employees (defined here collectively as "DIRECTV" and referred to as "DIRECTV" or "we") provide digital satellite entertainment programming and services (referred to collectively as "Service") to commercial establishments located within the United States. We do not provide, and you may not receive or use, Service at an address or location outside of the United States. When referring to you herein, "you," "your," or "Customer" means the entity that owns the commercial establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges to DIRECTV.

CUSTOMER AGREEMENT

1. OUR SERVICE.

These are the terms on which we will provide you Service:

(a) Program Choices and Receiving Equipment. You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at www.directv.com/business. The use of DIRECTV Receiver(s), Genie Mini/Client(s), Access Card(s) (as defined below), remote control(s) and a receiving antenna dish (referred to collectively as "**Receiving Equipment**") are required to view the Service. In addition, in some cases, as authorized by DIRECTV, you may be able to use Receiving Equipment that can enable more than one television to view the Service (an "**Enabled TV**").

(b) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Sections 2 & 5(b)). Some programming may be purchased in minimum blocks of one month or multiples of one month.

(c) Our Programming Changes. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we must

reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(d) Access Card. You have received a conditional access card (referred to as the “**Access Card**”) and a License Agreement governing your use of the Access Card while you are receiving our Service. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, as long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee may apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your Receiving Equipment other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited. **Access Cards are the exclusive property of DIRECTV**. If you wish to transfer your license to use the Access Cards as part of a sale of your commercial establishment, you must contact DIRECTV immediately and obtain DIRECTV’s approval of the transfer in accordance with Section 10(c) below.

(e) Phone or Internet Connections. For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, your Receiving Equipment must be directly connected to the same land-based telephone line or internet connection. If you enable Service on additional TVs, depending on the establishment type you may purchase a separate subscription for each additional TV, or, if your Receiving Equipment is continuously connected to the same land-based telephone line or internet connection, we can charge you only the fee amount described in Section 2. You agree to provide true and accurate information about the location of your Receiving Equipment. If it is determined that the Receiving Equipment is not at the service address identified on your account, we may disconnect the Receiving Equipment or charge you the full programming subscription price for the Receiving Equipment.

(f) Music 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).

(g) Viewing Limitations. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of the Services. If you are a movie theater, Services may not be displayed, viewed or otherwise made available in the theater viewing area. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

(h) Blackouts. Certain programming, including sports events, may be blacked out in your local reception area or otherwise unavailable to commercial customers in your local reception area due to legal, contractual, or other restrictions. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit www.directv.com for more information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(i) Loss of Receiving Equipment. You should notify us immediately if any of your Receiving Equipment is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice; but non-return fees will apply.

(j) Transfer of Receiving Equipment. We consider you to be responsible for, and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment. If you wish to transfer ownership of your Receiving Equipment as part of a sale of your commercial establishment, you must contact DIRECTV immediately and obtain DIRECTV’s approval of the transfer in accordance with Section 10(c) below.

(k) Your Viewing Restrictions. It is your responsibility to impose any viewing restrictions on employees or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit www.directv.com for information on parental controls, locks and limits and password protection on your account.

(l) Change of Address. You must notify us immediately of any change in your contact name, business name, business ownership, mailing address, service address or telephone number.

(m) Inspection. DIRECTV, or its authorized agent, shall have the right to inspect your Receiving Equipment 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.

(n) Modifications. Unless authorized by DIRECTV in writing through a DIRECTV subscription service, 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.

(o) DIRECTV Marks. You may not use any of our Marks without our prior written consent. "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 Services.

2. PAYMENT.

In return for receiving our Service, you promise to pay us as follows:

(a) Programming. You will pay in advance, at our rates in effect at the time for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. If the Service is part of an offer through which you receive credits offsetting all or part of the Service price, such credits are also paid in advance. If you cancel the Service, you are no longer entitled to receive the credits and we reserve the right to recoup pre-paid credits. The outstanding balance is due in full each month. To establish service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(e) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. If you do not pay your statements on time, we may reduce your Service to a minimum service level, at our rates in effect at the time, restrict the availability or renewability of your Service options, require immediate payment for Services ordered, or deactivate your Service.

(b) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed, including any such taxes, fees or charges assessed against discounted fees or service credits.

(c) Administrative Fees. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them. DIRECTV reserves the right to modify these fees or charge additional fees. In addition to other fees, we may charge you a fee, as set forth on the rate card (if applicable), for each additional DIRECTV Receiver, Genie Mini/Client(s) and/or Enabled TV authorized to receive the same programming. Each DIRECTV Receiver, Genie Mini/Client(s) and Enabled TV must be located at the same service address as the initial DIRECTV Receiver and you must meet the qualifications specified in Section 1(e). We reserve the right to limit the number of the DIRECTV Receiver, Genie Mini/Client(s) and/or Enabled TVs that you may use and to establish rules for such use. If we charge late fees, late fees are not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

(d) Billing Statements. Subject to any third party billing relationship, if you receive your bill from DIRECTV, we will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. If you receive your bill from a DIRECTV dealer, please speak with them regarding payments and timing of payments. Statements from DIRECTV will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. **You must contact us within 60 days of receiving the statement in question. Undisputed portions of the statement must be paid by the**

due date to avoid a late fee and possible reduction or deactivation of Service. Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV, please use the contact information on your bill.

(f) Consents Regarding Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with business credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(g) Collection Costs. If you fail to pay amounts you owe us, you may be subject to collections by DIRECTV or your account may be referred to a third party collection agency. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) Representations. The person ordering Service represents and warrants that (s)he is (i) at least 18 years of age, (ii) a resident of the United States and (iii) 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. **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 Establishments and Programming Packages: Public Viewing programming packages are required for an establishment if you intend to display the Service where the viewing is generally accessible to the public and/or the establishment's clientele AND, either: (1) the establishment is a hospitality or entertainment establishment where food/beverage is served for immediate consumption (such as a bar, restaurant, diner, casino, club, café, or bowling alley and including any such establishment within a larger establishment, such as a stadium, hotel or theater), or (2) the establishment charges, as a part of its primary business operation, an admission or cover charge (any establishment requiring Public Viewing programming package is a "**Public Viewing Establishment**"). If you ordered a Public Viewing programming package, you represent, warrant, acknowledge and agree that the Services will only be displayed at a Public Viewing Establishment.

Business Viewing Establishment: Business Viewing programming packages are required for an establishment if you intend to display the Service where the viewing is generally accessible to the public and/or the establishment's clientele BUT (1) the establishment does NOT sell food/beverage for immediate consumption, AND (2) the establishment does not charge admission or cover charge to view the Service (except that monthly membership dues for membership organizations are acceptable, such as gyms or fraternity or sorority memberships) (any establishment requiring Business Viewing programming package is a "**Business Viewing Establishment**"). If you ordered a Business Viewing programming package, you represent, warrant, acknowledge and agree that the Services will only be displayed at a Business Viewing Establishment.

Private Viewing Establishment: Private Viewing programming packages are required for an establishment if you intend to display the Services at where the viewing is in areas that are not accessible to the public and/or the establishment's clientele (such as offices and conference rooms) (any establishment requiring Private Viewing programming package is a "**Private Viewing Establishment**"). If you receive Private Viewing programming, (1) you may not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services in areas accessible to the public and/or common areas and (2) you may not distribute the Service through a satellite master antenna television system or in a Public Viewing Establishment or Business Viewing Establishment. If you ordered a Private Viewing programming package, you represent, warrant, acknowledge and agree that the Services will only be displayed at a Private Viewing Establishment.

Other Commercial Establishments and Customers: If your business or establishment or location does not meet the qualification for Public Viewing Establishment, Business Viewing Establishment or Private Viewing Establishment but you still wish to receive the Service, you may qualify for other types of commercial establishment services subject to additional terms to be agreed to in connection with this Agreement. If you agree to such additional terms, you represent, warrant, acknowledge and agree that the Services will only be displayed as permitted under such terms.

(b) Contact Information. You agree to provide true, accurate, current and complete contact information about your commercial establishment, and maintain and promptly update your contact information to keep it true, accurate and

complete. With regard to all telephone numbers, including cellular numbers you choose to provide on your account, you acknowledge and consent to receive business and informational calls relating to your Service to such numbers, including collections calls. You agree such calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that we may send non-marketing service or account related text messages to cellular phone numbers provided on your account. Carrier message and data rates may apply but, on some text message programs, you may opt out of a text message program by replying "stop" to a message from that program (visit www.directv.com for information). If you choose to provide an e-mail or other electronic address on your account, you acknowledge and consent to receive business and informational messages relating to your Service at the address, including collections messages, and that such address is your private address and is not accessible or viewable by any other person.

(c) Online Access. If you have an online account with DIRECTV, you are responsible for maintaining the confidentiality of the password and account e-mail address used for any online billing and account maintenance at www.directv.com, and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else; (ii) immediately notify DIRECTV of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log into www.directv.com.

4. CHANGES IN CONTRACT TERMS.

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Commercial Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Commercial Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) Term. The term of this Agreement is indefinite and Service will continue until canceled as provided herein. Unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service.

(b) Your Cancellation. You may cancel Service by notifying us in writing (including by email or facsimile). In addition to cancelling in writing, DIRECTV may accept cancellation requests over the phone; however, DIRECTV is not required under this Agreement to do so. If your account remains active and you have only notified DIRECTV of cancellation over the phone you remain responsible for all outstanding balances accrued until you provide notice in writing. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you agreed to a programming commitment with DIRECTV, and have failed to maintain the required programming package for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) Our Cancellation. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward our staff. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4. Upon cancellation, you will still be responsible for payment of all outstanding balances accrued through the effective date, which may include the deactivation fee described in Section 2 and/or an early cancellation fee.

(d) Credit Balances. When your account is closed, we will review your account and refund any excess monetary payments. Retention or similar credits may not be refunded.

(e) 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 Receiving

Equipment, and may incur early cancellation fees and/or equipment non-return fees (as specified in any programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). By giving us your credit or debit card account information at any time, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You also acknowledge and agree 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 and additionally, that DIRECTV may obtain such updated information through payment card networks, card issuers or other third party sources.

6. GOVERNMENTAL ENTITIES.

The parties recognize that DIRECTV is a provider of a commercial service and, even if Customer is a government entity, that the provision of the Service does not deem DIRECTV a "government contractor" or subject DIRECTV to federal, state or local procurement regulations applicable to government contractors. Notwithstanding anything herein, if you are a government entity, to the extent applicable law prohibits (1) credit inquiries or reporting of government entities to credit bureaus, Section 2(f) shall not apply, (2) the payment of cost of collection, Section 2(g) shall not apply, (3) indemnification of commercial vendors, indemnification under Section 8(f) shall not apply, and (4) the resolution of disputes through arbitration, Section 9 shall not apply. Section 2(b) shall be subject to a government entities' tax exempt status.

7. DIRECTV® DVR SERVICE AND SOFTWARE LICENSE.

DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to Private Viewing Establishment customers with DVR-enabled Receiving Equipment. The DIRECTV DVR Service is not authorized for use by Business Viewing Customers or Public Viewing Customers. The DIRECTV DVR Service gives you the ability to see and record televised programs ("**Third Party Content**"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service. We may use local telephone calls to provide the DIRECTV DVR Service. You are responsible for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same. The Receiving Equipment incorporates software which is owned by DIRECTV or its third party licensors (the "**Software**"). Before using the Receiving Equipment or activating the DIRECTV DVR Service, please read the terms and conditions for use of the Software. If you do not agree to these terms you may not use the Receiving Equipment and may not activate the DIRECTV DVR Service and should immediately return the Receiving Equipment to DIRECTV or your supplier. These terms also apply to any modifications, updates or supplements to the software provided to you. Below is a summary of the terms of the Software license. A complete text of the terms and conditions for use of the Software is located in the user manual and at www.directv.com.

(a) License Grant and Conditions. DIRECTV grants you a non-exclusive, non-transferable, limited license to use the Software solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Receiving Equipment. Certain third party Software used in connection with the Receiving Equipment may be made directly available to you by the providers thereof. DIRECTV reserves the right to modify, supplement, update and otherwise alter the Software via Software download or other modification procedures, and these terms will apply to such Software as modified, supplemented, updated, and otherwise altered.

(b) License Restrictions. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. The Software may include some components that are covered by "free software" licenses, open source software, and other similar license use rights which require such components to be used, modified and/or distributed only under the terms of such licenses.

(c) Ownership of Software and Reservation of Rights. The Software is licensed, not sold, to you for use only under the terms of this license agreement, DIRECTV is NOT transferring title or any ownership rights in the Software to you and DIRECTV and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(d) Termination. These terms are effective until terminated. You may terminate these terms by returning the Receiving Equipment to DIRECTV or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and DIRECTV. Upon termination you must return the Receiving Equipment to DIRECTV or your supplier.

(e) Disclaimer. THE SOFTWARE IS, TO THE EXTENT PERMITTED BY LAW, SUPPLIED **AS IS AND WITH ALL FAULTS**. NEITHER DIRECTV NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(f) Limitation of Liability. IN NO EVENT WILL DIRECTV OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DIRECTV OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

(g) Additional Information. DIRECTV's licensors and suppliers shall be third party beneficiaries of these license terms, as applicable. Certain additional terms and information for the Software and certain third party software (including the text of licenses applicable to any free, open source and other similar software that may be included in the Software), may be found in the DIRECTV website located at www.directv.com, and the GNU website located at www.gnu.org.

(h) Third-Party Beneficiary. DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Receiving Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

8. LIMITS ON OUR RESPONSIBILITY

(a) Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

(c) Limitations of Liability. WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. 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, OR INTERRUPTION OF BUSINESS. Some states or jurisdictions do not allow the exclusion or limitation of consequential damages, so the above limitation may not apply to you.

(d) Warranty Services. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs.

(e) Exhibition and Music Rights. 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. IF YOU WISH TO PLAY MUSIC (OTHER THAN MUSIC SERVICES PROVIDED BY DIRECTV AS PART OF A PACKAGED MUSIC CHANNEL SERVICE AND DISPLAYED IN ACCORDANCE WITH OUR RULES OF USE), INCLUDING MUSIC INCLUDED WITHIN TELEVISION PROGRAMMING OR ADVERTISING, IN YOUR COMMERCIAL ESTABLISHMENT YOU ARE RESPONSIBLE FOR ALL REQUIRED MUSIC LICENSE FEES.

(f) Indemnification. 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.

9. RESOLVING DISPUTES.

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "**Claim**") will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(d) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) Formal Resolution. Except as provided in Section 9(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under 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. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration, we agree to pay the arbitration initiation fee and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS
500 North State College Blvd., Suite 600
Orange, CA 92868
1-800-352-5267

(3) Send one copy of the demand for arbitration to the other party.

(c) Special Rules. (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) 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. A court may sever any portion of Section 9 that it finds to be unenforceable, except for the prohibition on class, representative and private attorney general arbitration.

(d) Exceptions. Notwithstanding the foregoing: (i) any Claim based on Section 1(h) above, and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, or the Digital Millennium Copyright Act, 17 U.S.C. § 1201, or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction. You may also assert an individual action in small claims court in lieu of arbitration.

10. MISCELLANEOUS

(a) Notice. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your Receiving Equipment or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) Applicable Law. The interpretation and enforcement of this Agreement and any disputes related to your agreements or service with DIRECTV shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) Assignment of Account. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise. You may not assign or transfer your Service, Receiving Equipment or Access Cards, this Agreement or any of your rights and obligations under this Agreement without our prior written consent. If as part of the sale of your commercial establishment, you wish to transfer any of the foregoing, contact DIRECTV immediately so that DIRECTV can review your account and determine whether DIRECTV will approve the transfer.

(d) Other. This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Service or Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

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