

DIRECTV® PUBLIC VIEWING **PACKAGES** and RATES

Customers must subscribe to one of the following base programming packages in order to add on any additional service(s): COMMERCIAL XTRA PACK, COMMERCIAL CHOICE PLUS, COMMERCIAL CHOICE, COMMERCIAL ENTERTAINMENT PACK, BUSINESS SELECT PACK or COMERCIAL MÁS ULTRA PACK.

180+ Channels

COMMERCIAL XTRA™ PACK — \$139.99/month*

The best in sports, news, entertainment and more! Includes locals & regional sports networks from across the country. Service automatically renews**. *COMMERCIAL XTRA PACK (regularly \$133.99/mo.) includes local channels, COMMERCIAL XTRA (\$79.49/mo.), SPORTS PACK (\$13.99/mo.) and Outlet Fee (\$46.51/mo.).

A&E HD ABC Family HD Al Jazeera America AMC HD American Heroes Animal Planet HD AUDIENCE® HD AXS TV (HD only) HD BabyFirstTV[†] BBC America HD BET HD Bloomberg TV HD Boomerang Bravo HD **BYUtv** CANAL ONCE Cartoon Network (East) HD Cartoon Network (West) Celebrity Shopping Network Centric Chiller

Church Channel CMT HD CNBC HD CNBC World CNN HD Comedy Central HD Cooking Channel HD C-SPAN C-SPAN2 CTN Daystar

Destination America HD DIRECTV HD SPORTSMIX (HD only) $^{\rm HD}$ Discovery HD

Discovery Family Channel

FSN Arizona HD

Discovery Life

Disney Channel (East) HD Disney Channel (West) Disney Junior HD Disney XD HD DIY Network HD E! HD El Rey Enlace ESPN HD ESPN2 HD ESPNEWS HD ESPNU HD **Esquire Network** FWTN Food Network HD

FOX Business Network HD FOX News Channel HD FOX Sports 1 HD FOX Sports 2 HD Free Speech TV† Fuse

FX HD **FX Movie Channel** fvi Galavisión HD GEB America†

GEM Shopping Network

GOD TV[†] Golf Channel ^{HD}

Great American Country (GAC)

GSN H2 HD

Hallmark Channel ^{HD}

HGTV ^{HD} HISTORY HD HITN TV HLN HD

Hope Channel[†] HSN IFC HD INSP

ION Television (East) HD ION Television (West) Jewelry Television

Jewish Life Television† Lifetime HD

Investigation Discovery HD

Link TV LMN HD Logo MĂVTV MLB Network HD MSNBC HD

MTV HD MTV2 HD NASA TV[†]

Nat Geo WILD HD National Geographic Channel HD NBA TV HD NBC Sports Network HD

NBC Universo NFL Network HD NHL Network HD Nick Jr.

Nickelodeon/Nick at Nite (East) HD Nickelodeon/Nick at Nite (West)

Nicktoons NRB

OWN (Oprah Winfrey Network) HD

Ovation HD Oxygen pivot

Pursuit Channel POP

QVC Plus ReelzChannel HD RFD-TV

Science HD ShopHQ Spike HD

Sportsman Channel

Sprout Syfy HD TBS HD TCM HD TCT Network TeenNick Tennis Channel HD

TLC HD

TNT HD Travel Channel HD

Trinity Broadcasting Network (TBN) truTV HD

TV Land HD TV One

Univision (East) HD USA Network HD Velocity (HD only) HD

VH1 HD VH1 Classic Vme

WE tv The Weather Channel HD WeatherNation HD WGN America HD The Word Network

World Harvest Television (WHT)

PLUS In-Market RSN(s) HD where available. 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 HD beIN SPORTS ^{HD} CBS Sports Network HD Comcast SportsNet Bay Area HD Comcast SportsNet California HD Comcast SportsNet Chicago HD Comcast SportsNet Mid-Atlantic HD Comcast SportsNet New England HD **ESPN Classic**

FSN Detroit HD FSN Florida HD FSN Midwest HD FSN North HD FSN Ohio HD*** FSN Prime Ticket $^{\rm HD}$ FSN San Diego HD FSN South HD FSN Southwest HD

FSN Cincinnati HD***

FSN West HD MASN HD MSG HD MSG + HDNBA TV $^{\rm HD}$ NESN HD **Outdoor Channel** Prime Ticket HD ROOT SPORTS Northwest HD

ROOT SPORTS Pittsburgh HD

ROOT SPORTS Rocky Mountain HD SportsNet New York HD SportSouth HD SportsTime Ohio HD SUN Sports HD Universal Sports

YES Network* HD *Where available

Estimated Viewing Occupancy: 1 – 100 Monthly Fee: \$139.99 Annual Fee: \$1.679.88

Additional receiver fees for \$15.00/mo. apply for the first and each additional receiver.

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. To access DIRECTV HD programming HD equipment is required. Number of HD channels varies by package selection. For full Mix Channel and interactive functionality, a D10 (or later model) interactive DIRECTV Receiver is required. Access to channels depends on programming package. Local channels eligibility based on service address. Not all networks available in all markets. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. Local HD channels vary by territory. +**Broadcasts in HD for games only. † HD (MPEG4) equipment and HD Access required.

REGIONAL SPORTS FEE: Regional Sports Fee applicable for COMMERCIAL XTRA PACK and COMMERCIAL CHOICE PLUS subscribers in select ZIP codes where DIRECTV is contractually

obligated to distribute multiple Regional Sports Network, a fee of \$7.99/mo for 2-3 RSN's and \$12.99/mo for 4+ RSN will apply.

Effective 2/5/15

C-SPAN2

ESPN Classic

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

A&E HD Science HD ABC Family HD Spike HD Daystar Investigation Discovery HD Jewelry Television
Jewish Life Television[†] Al Jazeera America Destination America HD Sportsman Channel Syfy HD TBS HD Discovery HD America's Auction Network Discovery Family Channel Discovery Life Lifetime HD American Heroes HD Link TV TCM HD DIY Network HD Animal Planet HE TCT Network Logo E! HD MLB Network HD MSNBC HD AUDIENCE® HD TeenNick TLC HD Enlace AXS TV (HD only) HD TNT HD MTV HD **EWTN** BabyFirstTV[†] Food Network HD MTV2 HD Travel Channel HD BBC America HD FOX Business Network HD NASA TV† Trinity Broadcasting Network (TBN) beIN SPORTS HD Nat Geo WILD HD BET HD **FOX News Channel** truTV H TV Land HD National Geographic Channel ^{HD} Bloomberg TV HD FOX Sports 1 HD FOX Sports 2 HD NBA TV H TV One Boomerang Free Speech TV† NBC Sports Network HD Bravo HD TVG Fuse FX HD NFL Network HD NHL Network HD Univision East HD BYUtv UP **CANAL ONCE** USA Network HD Cartoon Network (East) HD fyi Nick Jr Ġalavisión ^{HD} Nickelodeon/Nick at Nite (East) HD Velocity (HD only) HD Cartoon Network (West) CBS Sports Network HD GEB America† Nickelodeon/Nick at Nite (West) VH1 HD Celebrity Shopping Network Church Channel GOD TV† Nicktoons VH1 Classic Vme Great American Country (GAC) NRB OWN (Oprah Winfrey Network) HD The Weather Channel ^{HD} **GSN** Cloo $\widetilde{\mathsf{CMT}}^{\,\mathsf{HD}}$ H₂ HD Outdoor Channel WeatherNation ^{HD} WGN America HD CNBC HD Hallmark Channel HD Ovation CNBC World HGTV HD Oxygen POP The Word Network HISTORY HD CNN HD World Harvest Television (WHT) QVC HD Comedy Central ^{HD} HITN TV Plus Local Channels HD where available. Cooking Channel ^{HD} HLN HD QVC Plus Regional sports fee may apply. Hope Channel[†] ReelzChannel HD C-SPAÑ

Estimated Viewing Occupancy Monthly Fee Annual Fee Estimated Viewing Occupancy Monthly Fee Annual Fee \$71.99 \$863.88 201-500 \$138.99 \$1,667.88 1-50 51-100 \$83.99 \$1.007.88 501-1.000 \$162.99 \$1,955.88 101-150 \$98.99 \$1,187.88 1,001-2,000 \$199.99 \$2,399.88 151-200 \$118.99 \$1,427.88 2.001+ \$224.99 \$2,699.88

RFD-TV

HSN

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

ESPN HD ESPNEWS HD Plus In-Market RSN(s) HD and Regional sports fee may apply. ESPN2 HD Local Channels HD - where available

Estimated Viewing Occupancy Monthly Fee **Annual Fee Estimated Viewing Occupancy** Monthly Fee **Annual Fee** \$3,599.88 \$299 99 101-150 501-1,000 \$462.99 \$5.555.88 151-200 \$366.99 \$4,403.88 1,001-2,000 \$485.99 \$5,831.88 201-500 \$423.99 \$5.087.88 \$524.99 \$6.299.88 2,001+

80+Channels BUSINESS SELECT PACK® Bring your customers a wealth of news and information with this package of valuable networks. Perfect for a business or professional environment. Service automatically renews**.

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

C-SPAN2 HSN RFD-TV Plus Local Channels **D* where available CTN Monthly Fee\$54.99 Annual Fee \$659.88

Univision (Oeste)

COMMERCIAL ENTERTAINMENT PACK This entry-level package is value-packed with a variety of 95+ news and entertainment, including ESPN. Service automatically renews**. Channels

A&E HD Spike HD ION Television (West) Disney Channel (East) HD Syfy HD TBS HD ABC Family HD Investigation Discovery HD Disney Channel (West) AMC HD Jewelry Television Disney Junior HD Animal Planet HD TCM HD Disney XD HD Jewish Life Television† AUDIENCE® HD FI HD Lifetime HD TCT Network AXS TV (HD only) HD ESPN HD Link TV TeenNick BabyFirstTV[†] ESPN2 HD LMN HD TLC HD TNT HD BBC America HD **EWTN** MAVTV MSNBC HD Travel Channel HD BET HD Food Network HD Bloomberg TV HD MTV HD Trinity Broadcasting Network (TBN)

FOX News Channel Bravo HD MTV2 HD Free Speech TV[†] truTV HD **BYUtv** FX HD **NASATV** TV Land HD Univision East HD Cartoon Network (East) HD Galavisión HD National Geographic Channel HD Cartoon Network (West) GEB America† Nick Jr. UP

Church Channel USA Network HD Nickelodeon/Nick at Nite (East) HD **GEM Shopping Network** Velocity (HD only) HD CMT HD GOD TV† Nickelodeon/Nick at Nite (West) CNBC HD NRB VH1 HD **GSN**

CNBC World Ovation HD Hallmark Channel ^{HD} Vme **HGTV**^{HD} CNN HD pivot WE tv Comedy Central HD HISTORY HD . POP The Weather Channel HD C-SPAN HITN TV **Pursuit Channel** WeatherNation HD

HLN HD C-SPAN2 QVC HD The Word Network Hope Channel[†] **QVC Plus** CTN World Harvest Television (WHT)

ReelzChannel HD Daystar HSN Plus Local Channels HD where available RFD-TV DIRECTV HD SPORTSMIX (HD only) INSP

Discovery HD ION Television (East) HD ShopHQ

FOX Sports 1 HD

Cine Mexicano

Estimated Viewing Occupancy: 1 – 100 Annual Fee...... \$1.127.88 Monthly Fee......\$93.99

Additional receiver fees for \$15.00/mo. apply for the first and each additional receiver.

COMERCIAL MÁS ULTRATM PACK Includes over 120 English and Spanish-language channels, plus 120+

locals where available in one easy package. Service automatically renews**. Requires DIRECTV Multi-Satellite System. Channels

A&E HD HITN TV Sprout Discovery en Español ABC Family HD HLN HD SUR Perú Discovery Familia AMC HD Discovery Family Channel Hope Channel[†] Syfy HD TBS HD Animal Planet HD Disney Channel (East) HD HSN AUDIENCE® HD Disney Channel (West) **INSP TCT Network** AXS TV (HD only) HD Disney XD HD Jewelry Television Telecentro E! HD Azteca Jewish Life Television[†] Teléfe

BabyFirstTV[†] Lifetime HD Telemundo (Este) Ecuador TV Bandamax Ecuavisa Internacional Link TV Telemundo (Oeste) beIN SPORTS en español HD MegaTV ^{HD} Televisión Dominicana El Rev

TLC HD Boomerang (ESP) Mexicanal Enlace TNT HD Bravo HD ESPN HD MLB Network HD ESPN2 HD BYUtv MSNBC HD Tr3s **CANAL ONCE** ESPNEWS HD $MTV \ ^{\text{HD}}$ Travel Channel HD MTV2 HD Canal 22 Internacional

ESPN Deportes HD Trinity Broadcasting Network (TBN)

Caracol TV NASA TV† TV Chile estudio5 Cartoon Network (East) (ESP) HD Nat Geo Mundo TV Venezuela **EWTN** Cartoon Network (West) (ESP) Food Network HD Nat Geo WII D TVF Centroamérica TV **FOROty** National Geographic Channel HD TyC Sports ÚniMás ^н Church Channel NBC Universo **FOX Deportes** NFL Network HD Univision (Este) HD Cine Estelar **FOXlife**

FOX Sports 2 HD Nickelodeon/Nick at Nite (East) HD Cine Nostalgia Univision Deportes Network HD Cine Sonv Nickelodeon/Nick at Nite (West) UP

Nick Jr

Free Speech TV[†] FX HD USA Network HD Cinelatino **Nicktoons** CNN HD Velocity (HD only) HD FX Movie Channel NRB CNN en Español NTN24 VH1 HD

Galavisión HD Comedy Central HD Nuestra Tele V/me GEB America† C-SPAŃ GOD TV[†] **Pasiones** ViendoMovies C-SPAN2 Perú Mágico WAPA America GolTV CTN Great American Country (GAC) $\mathsf{QVC}^{\,\mathsf{HD}}$ The Weather Channel

QVC Plus Davstar Hallmark Channel HD WeatherNation HD De Película HGTV ^{HD} Regional Music TV The Word Network De Película Clásico HISTORY HD ShopHQ World Harvest Television (WHT)

Discovery HD Spike HD History en Español Plus Local Channels HD where available

Estimated Viewing Occupancy: 1 – 100 Monthly Fee......\$105.99 Annual Fee...... \$1,271.88

Additional receiver fees for \$15.00/mo. apply for the first and each additional receiver.

DIRECTV® Public Viewing Packages and Rates (Cont.)



NFL SUNDAY TICKETTM **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. Local blackout rules apply. Package is non-refundable. Service automatically renews.†† (REMEMBER: HD Access, HDTV, triple-LNB multi-sat dish required, interactive receiver required for full GameMix functionality).

Fire Code	2015 Early Bird	Fire Code	2015 Early Bird
Occupancy	New Customer Rates*	Occupancy	New Customer Rates*
1-50	\$1,517.25	751-1000	\$14,458.50
51-100	\$2,409.75	1001-1500	\$21,687.75
101-200	\$4,819.50	1501-2000	\$28,917.00
201-350	\$6,746.25	2001-5000	\$60,243.759
351-500	\$9,639.00	5001-10000	NA
501-750	\$10,846.50	10001+	NA

5 Pay option available. *Available to existing DIRECTV customers who did not take NFL SUNDAY TICKET in prior season or new customers at point of sale.



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.††

Fire Code	2015 New Customer	Fire Code	2015 New Customer
Occupancy	<u>Rates*</u>	Occupancy	Rates*
1-50	\$595.00	501-1,000	\$2,800.00
51-100	\$805.00	1001-2,000	\$3,600.00
101-150	\$1,120.00	2001-5,000	\$4,800.00
151-200	\$1,600.00	5001-10,000	\$6,000.00
201-350	\$2,080.00	10,001+	\$8,800.00
351-500	\$2,400.00		

3 and 5 pay options available. *Applies to new, first time subscribers who did not take MLB EXTRA INNINGS in prior season.



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.††

Est. Viewing	2015 Mid-Season	Est. Viewing	2015 Mid-Season
Occupancy	Rate*	Occupancy	Rate*
1-50	\$375.00	201-350	\$830.00
51-100	\$485.00	351-500	\$990.00
101-150	\$590.00	501+	\$1,230.00
151-200	\$750.00		

3-pay and 5-pay options are available. *Applies to new, first time subscribers who did not take NHL CENTER ICE in prior season.



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

Fire Code	2014-15 New Customer	2014-2015	Fire Code	2014-15 New Customer	2014-2015
Occupancy	Season Rate*	Season Rate	Occupancy	Season Rate*	Season Rate
1-100 101-200 201-500 501-1000	\$472.74 \$787.92 \$1,011.71 \$1.181.91	\$550.49 \$925.57 \$1157.76 \$1.389.94	1001-2000 2001 –5000 5001+	\$1,575.89 \$1,875.32 \$2,048.68	\$1,853.26 \$2,205.23 \$2,425.86

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

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. Up to 8 games per night. Local blackout restrictions apply. Package is non-refundable. Service automatically renews.††



Fire Code	2015 Mid-Season	Fire Code	2015 Mid-Season
Occupancy	New Customer Rate*	<u>Occupancy</u>	New Customer Rate*
1-50	\$249.50	501-1000	\$1,718.05
51-100	\$409.04	1001-2000	\$2,282.85
101-150	\$646.79	2001-5000	\$3,607.70
151-200	\$852.75	5001-10,000	\$5,106.21
201-350	\$1,325.99	10,001+	\$8,108.35
351-500	\$1.472.61		

^{*}Applies to new, first time subscribers who did not take NBA LEAGUE PASS previously — 1-pay only.

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

SPORTS PROGRAMMING

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**.

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

(BTN) 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

Comcast SportsNet Bay Area HD Programming includes San Francisco Giants baseball, Golden State Warriors basketball, San Jose Saber-Cats football, and San Jose Earthquakes soccer. Service automatically renews**.

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

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

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	
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**.

Annual Fee

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
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**.

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

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

Monthly Fee......\$74.99 Annual Fee.....\$899.88

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

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

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 FS FS North 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**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50	\$59.95	\$719.40	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			

Longhorn Network Watch Texas sports like never before. With over 175 exclusive events a year from all 20 UT varsity sports, and hundreds of hours of original studio content, you can put your eyes upon Texas ALL THE LIVE LONG DAY. Stay close to your Horns with weekly coaches' shows, live press conferences, pre- and postgame analysis with Texas GameDay, All Access behind the scenes, and coverage of Lifetime Longhorns.

Monthly Fee.......\$19.99

Madison Square Garden (MSG) & MSG Plus ^{HD} The nation's longest running regional sports network, telecasts more than 300 live events a year, including the Knicks, Rangers, Sabres and Red Bull as well as a plethora of college basketball, college football, boxing and high school sports. MSG Plus is the television home of the New York Islanders and New Jersey Devils, and covers the New York, Southern Connecticut, New Jersey, Northeast Pennsylvania areas. Service automatically renews**.

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

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

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

SEC Network Stay connected to one of the nation's most elite conference - the SEC. The network airs SEC content 24/7 including 45 SEC football games, 100 men's basketball games, 60 women's basketball games, 75 baseball games, 50 softball games and additional events from the SEC's 21 annual sports. Programming also includes studio shows and original content such as SEC Storied.

Monthly Fee.....\$39.99

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

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50	\$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**.

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

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

Monthly Fee......\$19.99

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

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

Time Warner Cable SportsNet and Time Warner Cable Deportes HD Southern California's two newest regional sports networks, have exclusive partnerships with the Los Angeles Lakers, LA Galaxy, Los Angeles Sparks and the California Interscholastic Federation (CIF). The 24/7, high-definition networks each deliver more than 150 live events per year, plus more. Package is non-refundable. Service automatically renews.††

Estimated Viewing Occupancy	Monthly Fee	Estimated Viewing Occupancy	Monthly Fee	Estimated Viewing Occupancy	Monthly Fee
1-50	\$55	101-150	\$100	201+	\$200
51-100	\$75	151-200	\$150		

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

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

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

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

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
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	¢1.070			

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

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

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

Palladia HD

Shorts HD Sony Movie Channel HD

Smithsonian Channel HD

Universal HD

HDNet Movies

Monthly Fee.....\$9.99

Annual Fee.....\$119.88

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

Monthly Fee.....\$5.00

Annual Fee.....\$60.00

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

Alternative: Coffeehouse Rock Alternative: Flashback/New Wave

Bluegrass: Bluegrass Classic Rock Workout

Classic Rock: Classic Hits Blend Classical: Light Classical Classical: Symphonic

Country: Hit Country Country: Honky Tonk Tavern Country: Modern Country Country: Red, Rock and Blues

Country: Traditional Country Dance: Dance Dance: Retro Disco Dance: SubTerranean Familiar Favorites Folk: Folk Rock **Great Standards** Groove Lounge

Health & Fitness: New Age Health & Fitness: Zen Holiday & Happenings

Instrumental: Beautiful Instrumentals

International: Reggae

Irish

Italian Bistro Blend Italian Contemporary

Jazz

Jazz: Big Band/Swing

Jazz: Classic Jazz Vocal Band

Jazz: Smooth Jazz Latin: Bailamos! Metro Blend Modern Workout Oldies: 60's Revolution Oldies: 70's Hits Oldies: 80's Hits

Oldies: Malt Shop Oldies Piano

Pop/Adult Contemporary: 90's Hits Pop/Adult Contemporary: Adult Contemoprary Pop/Adult Contemporary: Hottest Hits Pop/Adult Contemporary: Love Songs

Pop/Adult Contemporary: Y2K Hits

Pop/Adult: Today's Hits

PUMP! Rat Pack

Religious: Gospel Glory Religious: Hallelujah Religious: The Spirit Rock: Adult Alternative Rock: Alternative

Rock: Classic Rock Rock: College Rock Rock: Full Metal Jacket Rock: Hair Guitar

Rock: Ink'd Rock: Reality Bites Rock: Soft Hits

Rock: Spike †

Sonic Tap: Carnaval Brasileiro Sonic Tap: Fiesta Tropical Sonic Tap: Hurbano Sonic Tap: Latin Hits

Sonic Tap: Latin Jazz Sonic Tap: Mariachi

Sonic Tap: Music of the Americas Sonic Tap: Regional Mexican Sonic Tap: Rock en Espanol

Sonic Tap: Salsa Specialty: 8-Tracks Specialty: Be-Tween Specialty: Blues

Specialty: The Playground Standards: Showtunes Standards: Silver Screen Standards: Singers-Songwriters

Tranquility

Urban: Classic R&B Urban: Hot Jamz (Hip Hop)

Urban: Hype † Urban: Old School Funk

Urban: Silky Soul Urban: The Boombox † †Contains explicit lyrics

Monthly Fee......\$37.99

Annual Fee...... \$455.88

C-SPAN 2

INTERNATIONAL A LA CARTE PACKAGES

30+ **COMMERCIAL BASICTM** 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. Channels

AUDIENCE Network HD Daystar Hope Channel AXS TV HD (only in HD) Enlace Jewelry Television TCT Network BabyFirstTV† **EWTN** Jewish Life Television The Word Network

BYU TV Free Speech TV† LINK TV Trinity Broadcasting Network Christian Television Network Vme

NASA TV† GOD TV† Velocity HD (only in HD) Church Channel NRB Network Golden Eagle Broadcasting+ C-SPAN Once TV México World Harvest Television HITN Plus locals HD where available

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

Spanish A La Carte Packages

OVC

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

TvC Sports Cine Nostalgia Estudio5 Nat Geo Mundo Telemundo East Azteca America CNN en Español **FOROty** Telemundo West HD ÚniMás ^н Bandamax NTN24 beIN SPORTS en Español HD Customer Information Univision Deportes HD **FOX Deportes** Nuestra Tele Television Dominicana FOX Life Canal 22 Mexico De Pelicula Pasiones Tr3s Univision East De Pelicula Clásico TV Chile Univision tlnovelas HD CANAL ONCE GolTV Perú Mágico Caracol TV Discovery en Español History en Español Regional Music TV TV Colombia Univision West MegaŤV ^{нD} Centroamerica TV Discovery Familia SUR Perú TV Mexico ViendoMovies Cine Estelar Ecuavisa Internacional Mexicanal Telecentro TV Venezuela WAPA America Cinelatino ESPN Deportes HD Teléfe **TVE** mun2

> Monthly Fee......\$54.99 Annual Fee...... \$659.88

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

MEXICO PLUSTM Azteca América, Cine Estelar, Cine Nostalqia, Discovery en Español, Discovery Familia, MegaTV HD, Méxicanal, Canal 22

Mexico Internacional, Estudio5, Tr3s, mun2, Regional Music TV, TeleCentro, Telemundo, Television Dominicana, UniMás HD

Home Shopping Network

DIRECTV® DEPORTES beIN SPORTS en Español HD, ESPN Deportes HD, GoITV, TyC Sports, Univision Deportes Network HD

Monthly Fee.....\$24.99

Monthly Fee.....\$24.99

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, belN Sport, National Geographic, Disney, CNN, Food Network Asia, and i-Cable.

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

FilipinoDirect™ The best in Filipino programming, ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, GMA Pinoy TV, BRO, MYX music channel, GEM NET and GMA Life TV.

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

KoreanDirect™ Includes ten leading Korean channels: YTN Korea's first 24-hour news network, CTS, EBS, KBS World, MBC, MBC Every1, MBN Plus, SBS, SBS Plus, TAN TV and National Geographic Channel Korea. Plus the number one Korean radio station in the United States: Radio Korea (Audio only).

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

MandarinDirect™III Features CCTV4, Charming China, CTI Zhong Tian, Phoenix NA Chinese Channel, Phoenix News delivering independent finan-cial news and current affairs in Mandarin Chinese 24-hours-a-day, and Tai Seng Sat TV.

> Monthly Fee.....\$26.99 Annual Fee.....\$323.88

RTR Planeta This channel features cultural programming, news, sports, feature films and documentaries, and delivers them to all Russian-speaking people around the world.

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

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INTERNATIONAL PROGRAMMING (CONT.)

DIRECTV® Public Viewing Packages and Rates (Cont.)

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.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

RussianDirect™ II Get the best programming for every age group, including Channel One, Dom Kino, NTV America (NTVA), Muzyka Pervogo, RTR Planeta, Rossiya 24, RTVi, TV Nanny and Vremya.

Monthly Fee.....\$45.99

Annual Fee.....\$551.88

TFCDirect™ Offers the best in Filipino television and radio, including news, movies, talk shows, sports, regional programming and more. Includes ABS-CBN News Channel, Cinema One Global, MOR 101.9 (radio), DZMM Radio Patrol, The Filipino Channel, Pinoy Central TV and MYX music channel.

Monthly Fee.....\$32.99

Annual Fee.....\$395.88

VietDirectTM 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**

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 INCTV

Page 9 Effective 2/5/15



DIRECTV TERMS OF SERVICE FOR PUBLIC VIEWING CUSTOMER

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

PUBLIC VIEWING ESTABLISHMENT INFORMATION					
DIRECTV Account Number: Commercial Establishment Type: Public Viewin			Public Viewing		
Bill to Service Address Mailing Address	EV	O:	FCO:	Num	nber of TVs/receivers:
Full Legal Name of Customer:	l				
Operating Name (if any):					
Service Address:					
Name of Contact at Service Address:		Email Ad	dress:		
Phone Number:		Fax Num	ber:		
Mailing Address (if different):					
Name of Contact at Mailing Address:		Email Ad	dress:		
Phone Number:		Fax Num	ber:		
Credit Card Number:		Expiration	n:		Security Code:
Legal Structure of Customer: Corporation LLC Partnership	Sole	Proprietor	Governmen	nt 🔲 (Other:
State of organization (incorporation, principal place of business, state of	princ	ipal reside	ence):		
Federal Tax ID:			Tax Exempt:] Yes	s □ No
Dealer Name:			Dealer Numbe	r:	
PROGRAMMING SELECTION &	TEF	RMS AND	CONDITION	S	
Select the Services Customer wishes to order by checking the appropriate boxes on the Public Viewing Order Schedule below 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 Public 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 Public 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 checkin					
CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE TERMS, INCLITERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. IF YOU RECAND YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD, EARLY CAN Legal Name of Customer: Name of Customer:	EIVE	A DISCOU ATION FE	INT/SUBSIDY AS ES MAY APPLY.	PAR	
	natui				

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

PUBLIC 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		\$	\$		
		\$			

SERVICE OFFERS

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

Select	Package	Estimated Viewing Occupancy (EVO)	Regular Rate (Monthly)	Promotional Rate (monthly for 12 months with Auto Bill Pay)
	COMMERCIAL XTRATM PACK- 3 months offer Regional Sport Fee May Apply	1 - 100	\$139.99	\$39.99 for 3 months
	COMMERCIAL XTRATM PACK- 12 months offer Regional Sport Fee May Apply	1 - 100	\$139.99	\$84.99
	COMMERCIAL CHOICE® PLUS Regional Sport Fee May Apply	101-150	\$299.99	\$209.99
	COMMERCIAL CHOICE® PLUS Regional Sport Fee May Apply	151-200	\$366.99	\$276.99
	COMMERCIAL CHOICE® PLUS Regional Sport Fee May Apply	201-500	\$423.99	\$323.99
	COMMERCIAL CHOICE® PLUS Regional Sport Fee May Apply	501-1,000	\$462.99	\$360.99
	COMMERCIAL CHOICE® PLUS Regional Sport Fee May Apply	1,001-2,000	\$485.99	\$390.99
	COMMERCIAL CHOICE® PLUS Regional Sport Fee May Apply	2,001+	\$524.99	\$429.99
	COMMERCIAL CHOICE®	1-50	\$71.99	\$59.99
	COMMERCIAL CHOICE®	51-100	\$83.99	\$69.99
	COMMERCIAL CHOICE®	101-150	\$98.99	\$80.99
	COMMERCIAL CHOICE®	151-200	\$118.99	\$98.99
	COMMERCIAL CHOICE®	201-500	\$138.99	\$120.99
	COMMERCIAL CHOICE®	501-1,000	\$162.99	\$142.99
	COMMERCIAL CHOICE®	1,001-2,000	\$199.99	\$159.99
	COMMERCIAL CHOICE®	2,001+	\$224.99	\$180.99
	COMMERCIAL ENTERTAINMENT PACK	1-100	\$93.99	\$62.99
	BUSINESS SELECT [™] PACK	All tiers	\$54.99	\$29.99
	COMERCIAL MÁS UTRA TM PACK with Local Channels [†]	1-100	\$105.99	\$62.99

(Offers available until 5/27/15: COMMERCIAL BASIC™ and one (1) or more International Add-On Package(s) and 24-month agreement required)								
Select		Promotional Rate (monthly for 12 months with Auto Bill Pay)						
	COMMERCIAL BASIC	COMMERCIAL BASIC TM with Local Channels ^{†^^}						
Select	Inte	International Language Add-On [^] (select at least one)						
	Americas Plus™	mericas Plus™						
	ChineseDirect™	ChineseDirect™						
	DIRECTV Deportes			\$24.99				
	En Espanol			\$54.99				
	FilipinoDirect TM			\$42.99				
	KoreanDirect [™]			\$36.99				
	MandarinDirect [™] III			\$26.99				
	Mexico Plus ™			\$24.99				
	RTR Planeta			\$24.99				
	RussianDirect [™]			\$39.99				
	RussianDirect [™] II			\$45.99				
	TFCDirect [™]	\$32.99						
	VietDirect [™] VHN	\$29.99						
SELECT P activation of tax. To acc monthly to	ACK or above, excludes CO of the COMMERCIAL CHOI cess DIRECTV HD program	DMMERCIAL CHOICE. Additional \$5.00. CE or COMMERCIAL BASIC with Intern ming, HD equipment is required. Numbor abscription to a base package. "Require	ter signing up for Auto Bill Pay and with a /mo. credit for 12 months after signing up ational add-on package. Final price doe er of HD channels varies by package. Ap s international add-on package; not avai	ofor Auto Bill Pay and with es not include applicable state sales plicable taxes will be added				
Comera	-	eceive SonicTap [®] Music Channels	s FRFF for three months.					
	By checking this box, I ag for twenty-four (24) cons	gree to activate BUSINESS SELECT PA	CK or above including local channels (w Tap [®] Music Channels free for 3 months.					
NBA LE	•	ason Starting at \$249.50 Progr						
		\$249.50 mid-season 1-Pay Promod activated by 4/15/15, you agree to one	otional Offer: monthly payment of \$249.50 or above d	ue upon activation.				
	FCO	New Customer 1-Pay	FCO	New Customer 1-Pay				
	1-50	\$249.50	501-1000	\$1,718.05				
	51-100	\$409.04	1001-2000	\$2,282.85				
	101-150	\$646.79	2001-5000	\$3,607.70				
	151-200	\$852.75	5001-10000	\$5,106.21				
	201-350	\$1,325.99	10001+	\$8,108.85				
	351-500	\$1,472.61						
NHL CENTER ICE Mid-Season Starting at \$375.00 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.								
	FCO	New Customer 1-Pay	FCO	New Customer 1-Pay				
	1-50	\$375.00	201-350	\$830.00				
	51-100	\$485.00	351-500	\$990.00				
	101-150	\$590.00	501+	\$1,230.00				
	151-200	\$750.00						

ESPN FULL COURT 2014 Season Starting at \$472.74 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 \$472.74 or above due upon activation. **New Customer 1-Pay FCO New Customer 1-Pay** 1-100 \$472.74 1001-2000 \$1,575.89 101-200 \$787.92 2001-5000 \$1,875.32 201-500 \$1,011.71 5001+ \$2,048.68 501-1000 \$1.181.91 NFL SUNDAY TICKET 2015 Early Bird Season Starting at \$1,517.25 Programming Offer: NFL SUNDAY TICKET \$303.45 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 \$303.45 or above due upon activation. NFL SUNDAY TICKET \$1,517.25 2015 Early Bird Season 1-Pay Promotional Offer: If ordered by 5/13/15 and activated by 6/13/15, you agree to three monthly payments of \$1,517.25 or above due upon activation. **FCO** New Customer 1-Pay **New Customer 5-Pay FCO New Customer 1-Pay New Customer 5-Pay** 1-50 \$1.517.25 \$303.45 751-1000 \$14,458.50 \$2.891.70 \$481.95 1,001-1,500 51-100 \$2,409.75 \$21,687.75 \$4,337.55 101-200 \$4,819.50 \$963.90 1,501-2,000 \$28,917.00 \$5,783.40 \$12,048.75 201-350 \$6,746.25 \$1,349.25 2,001-5,000 \$60,243.75 351-500 \$9,639.00 \$1,927.80 5,001-10,000 \$24,097.50 \$28,917.00 501-750 \$10,846.50 \$2,169.30 10.001+ n/a MLB EXTRA INNINGS Season Starting at \$119.00 Programming Offer: **MLB EXTRA INNINGS 5-Pay Promotional Offer** If ordered by 5/4/15 and activated by 6/3/15, you agree to five payments of \$119.00 or above due upon activation. MLB EXTRA INNINGS 3-Pay Promotional Offer If ordered by 7/4/15 and activated by 8/3/15, you agree to three payments of \$198.33 or above due upon activation. **MLB EXTRA INNINGS 1-Pay Promotional Offer** If ordered by 9/3/15 and activated by 10/4/15, you agree to one payment of \$595.00 or above due upon activation. **New Customer 1-Pay New Customer 3-Pay New Customer 5-Pav** 1-50 \$595.00 \$198.33 \$119.00 51-100 \$805.00 \$268.33 \$161.00 101-150 \$1,120.00 \$373.33 \$224.00 151-200 \$1,600.00 \$533.33 \$320.00 201-350 \$2,080.00 \$693.33 \$416.00 351-500 \$2,400.00 \$800.00 \$480.00 501-1000 \$933.33 \$2.800.00 \$560.00 1001-2000 \$3,600.00 \$1,200.00 \$720.00 2001-5000 \$4,800.00 \$1,600.00 \$960.00 5001-10000 \$6,000.00 \$2,000.00 \$1,200.00 10.001 +\$8.800.00 \$2.933.33 \$1,760.00

ADDITIONAL TERMS AND CONDITIONS

Credit card maybe 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 NID-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, prioring, 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 package 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. INIT 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 will BE CHARGED TO CUSTOMERS ACCOUNT 24-month b

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 trademark and copyrights are used with permission of Major League Baseball Properties, Inc. Visit MLB.com. COMMERCIAL XTRA PACK 3/MONTH PROGRAMMING/BILL CREDIT OFFERS: COMMERCIAL XTRA pack (regularly \$139.99/mo.) includes local channels, COMMERCIAL XTRA (\$79.49/mo.), SPORTS PACK (\$13.99/mo.) and OUTLET FEE (\$46.51/mo.). Additional receiver fees for \$15.00/mo. apply for the first and each additional receiver. Purchase of 24 consecutive months of COMMERCIAL XTRA Pack with local channels (if available in your market) required. Upon DIRECTV System activation and beginning in the second month, DIRECTV will begin to credit the new customer's account \$90.00/mo. for three consecutive months for the COMMERCIAL XTRA Pack with local channels packages, plus an additional \$10.00/mo. when customer activates and maintains COMMERCIAL XTRA PACK and enrollment in Auto Bill Pay for 12 months with credit card at the point of sale. Credit card packages, plus an additional \$10.00/mio. when customer activates and maintains COMMERCIAL ATRA PACK and enformment in Auto Bill Pay for 12 months with credit card at the point of sale. Credit Card may be required (except in MA & PA). COMMERCIAL XTRA PACK 12/MONTH PROGRAMMING/BILL CREDIT OFFERS: COMMERCIAL XTRA pack (regularly \$139.99/mo.) includes local channels, COMMERCIAL XTRA (\$79.49/mo.), SPORTS PACK (\$13.99/mo.) and OUTLET FEE (\$46.51/mo.). Additional receiver fees for \$15.00/mo. apply for the first and each additional receiver. Purchase of 24 consecutive months of COMMERCIAL XTRA Pack with local channels (if available in your market) required. Upon DIRECTV System activation and beginning in the second month, DIRECTV will begin to credit the new customer's account \$45.00/mo. for 12 consecutive months for the COMMERCIALXTRA Pack with local channels packages, plus an additional \$10.00/mo. when customer activates and maintains COMMERCIAL XTRA PACK and enrollment in Auto Bill Pay with credit card at the point of sale. COMMERCIAL CHOICE PROGRAMMING/BILL CREDIT OFFER: purchase of 24 consecutive months of COMMERCIAL CHOICE package based on EVO (up to \$224.99/mo.) with local Channels (if available in your market). Additional receiver fees for \$15.00/mo. apply for the first and second receiver. Upon DIRECTV System activation and beginning in the second month, DIRECTV will begin to credit the new customer's account for 12 consecutive months as determined by EVO (Estimated riewing occupancy) for the COMMERCIAL CHOICE with Local Channels packages, plus an additional \$5.00/mo. when customer activates and maintains COMMERCIAL CHOICE and enrollment in Auto Bill Pay with credit card at the point of sale. COMMERCIAL CHOICE PLUS PROGRAMMING/BILL CREDIT OFFER: Pricing for COMMERCIAL CHOICE PLUS based on EVO up to \$524.99/mo. Purchase of 24 consecutive months of COMMERCIAL CHOICE PLUS with Local Channels (if available in your market) required. Additional receiver fees for \$15.00/mo. apply for the first and second receiver Upon DIRECTV System activation, beginning in the second month, DIRECTV will begin to credit the new customer's account for 12 consecutive months as determined by EVO (with a maximum of up to \$92.00/mo. credit) for the COMMERCIAL CHOICE PLUS with Local Channels packages, plus an additional \$10.00/mo. when customer activates and maintains Commercial and Institution of the Commercial Commercial System activation of EVO up to \$10.00/mo. when customer activates and maintains Commercial System activates and system activates and maintains Commercial System activates and maintains Commercial System activates and maintains Commercial System activates and system activates and maintains Commercial System activates and system acti CHOICE PLUS and enrollment in Auto Bill Pay for 12 months with credit card at the point of sale. COMMERCIAL ENTERTAINMENT PACK (regularly \$93,99/mo.) includes local channels. COMMERCIAL ENTERTAINMENT (\$59,99/mo.) and TECHNOLOGY FEE (\$34,00mo.) Additional receiver fees for \$15,00/mo. apply for the first and each additional receiver. Purchase of 24 consecutive months of COMMERCIAL ENTERTAINMENT Pack with local channels (if available in your market) required. Upon DIRECTV apply for the first and each additional receiver. Purchase of 24 consecutive months of Commercial Entries in the second month, DIRECTV will begin to credit the new customer's account \$21/mo. for twelve consecutive months and \$10 for twelve months for Auto Bill Pay.

<u>BUSINESS SELECT PACK PROGRAMMING/BILLCREDIT OFFER</u> Purchase of 24 consecutive months of BUSINESS SELECT PACK (regularly \$54.99/mo includes local channels, SELECT (\$39.99/mo) and TECHNOLOGY FEE for (\$34.00mo.). Additional receiver fees for \$15.00/mo. apply for the first and each additional receiver. Upon DIRECTV System activation and beginning in the second month, DIRECTV will begin to credit the new customer's account for 12 consecutive months in the amount of \$15/mo for the BUSINESS SELECT Pack and Local Channels packages, plus an additional \$10/mo than the package and majorine BUSINESS SELECT Package and majorine BUSINESS when customer activates and maintains BUSINESS SELECT Pack and enrolls in Auto Bill Pay for 12 months with a credit card at point of sale. COMERCIAL MAS ULTRA PACK PROGRAMMING/BILL CREDIT OFFER: COMERCIAL MAS ULTRA Pack (regularly \$105.99/mo.) includes local channels, COMERCIAL MAS ULTRA Pack (\$71.99/mo.) and TECHNOLOGY FEE (\$34.00/mo.). Additional receiver fees \$15.00/mo. apply for first and each additional receiver. Purchase of 24 consecutive months of COMMERCIAL MAS ULTRA Pack with local channels (if available in your market) required. Upon DIRECTV System activation and beginning in the second month, DIRECTV will begin to credit the new customer's account \$33/mo. for twelve consecutive months and \$10 for twelve months when customers enrolls in Auto Bill Pay 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. 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 programming rate card required. Unter available to new commercial customers in commercial structures no more than three stories night. No single-ratinity residence allowed. Up to four free in Dreceivers percent of the 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 COMMERCIAL TAP ACK and COMMERCIAL CHOIC PLUS. \$49 professional standard installation with BUSINESS ELECT PACK, COMMERCIAL CHOIC PLUS. \$49 professional standard installation with subsiness professional st 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 for Business logo are trademarks of DIRECTV, LLC. All other trademarks and service marks are the



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) <u>Program Choices and Receiving Equipment</u>. 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) <u>Your Programming Changes</u>. 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) <u>Our Programming Changes</u>. 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) <u>Phone or Internet Connections</u>. 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) <u>Music Services</u>. 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) <u>Viewing Limitations</u>. 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) <u>Blackouts</u>. 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 <u>www.directv.com</u> for more information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.
- (i) <u>Loss of Receiving Equipment</u>. 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) <u>Transfer of Receiving Equipment</u>. 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) <u>Your Viewing Restrictions</u>. 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 <u>www.directv.com</u> for information on parental controls, locks and limits and password protection on your account.
- (I) <u>Change of Address</u>. You must notify us immediately of any change in your contact name, business name, business ownership, mailing address, service address or telephone number.
- (m) <u>Inspection</u>. 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) <u>Modifications</u>. 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) <u>DIRECTV Marks</u>. 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) <u>Programming</u>. 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) <u>Taxes</u>. 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) <u>Administrative Fees</u>. 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) <u>Billing Statements</u>. 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) <u>Questions About Your Statement</u>. 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) <u>Consents Regarding Credit</u>. 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) <u>Collection Costs</u>. 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) <u>Representations</u>. 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) <u>Contact Information</u>. 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) <u>Online Access</u>. 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 <u>www.directv.com</u>, 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 <u>www.directv.com</u>.

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) <u>Term</u>. 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) <u>Our Cancellation</u>. 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) <u>Credit Balances</u>. 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) <u>Payment Upon Cancellation</u>. 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) <u>License Grant and Conditions</u>. 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) <u>License Restrictions</u>. 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) <u>Termination</u>. 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) <u>Disclaimer</u>. 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) <u>Limitation of Liability</u>. 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) <u>Additional Information</u>. 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) <u>Third-Party Beneficiary</u>. 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) <u>Service Interruptions</u>. 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) <u>WARRANTY DISCLAIMER</u>. 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) <u>Limitations of Liability</u>. 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) <u>Warranty Services</u>. 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) <u>Exhibition and Music Rights</u>. 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) <u>Informal Resolution</u>. 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) <u>Formal Resolution</u>. 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) <u>Special Rules</u>. (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) <u>Notice</u>. 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) <u>Applicable Law.</u> 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) <u>Assignment of Account</u>. 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 or 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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