

DIRECTV® BUSINESS VIEWING **PACKAGES and RATES**

Customers must subscribe to one of the following base programming packages in order to add on any additional service(s): Business Choice®, Business Entertainment®, Business Information® and Selección Comercial Ultra™.

HD Access to DIRECTV HD programming requires a DIRECTV HD Receiver, HD television equipment and an HD Access fee \$12.99 per month.

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

160 +**CHANNELS** $\textbf{BUSINESS CHOICE}^{\textcircled{\$}} \ \, \text{Our top package is also our most popular!} \ \, \underline{\text{Business Choice}} \ \, \text{offers entertainment, sports and}$ news that makes this comprehensive package our best value.

The 101 Network $^{\rm HD}$ A&E $^{\rm HD}$

ABC Family HD

American Auction Network

AMC Animal Planet HD

BBC America BET HD Big Ten Network HD BIO HD

Bloomberg Television

Boomerang Bravo HD BYU TV

Cartoon Network (East) HD Cartoon Network (West) CBS College Sports HD Celebrity Shopping Network

Christian Television Network Church Channel

CMT HD CNBC HD CNBC World CNN HD

Comedy Central HD

C-SPAN C-SPAN2 Current TV Daystar

DIRECTV News Mix Discovery Channel HD Discovery Health

Discovery Kids Disney Channel (East) HD Disney Channel (West)

DIY Network E! Entertainment Television

ESPN Classic ESPN HD ESPN2 HD

ESPNEWS HD **ESPNU EWTN** FINE LIVING

FitTV Food Network HD Fox Business Network HD

Fox News Channel HD Fox Reality Channel Fox Sports en Español FUEL TV HD

Fuse FX HD G4 GAC Galavisión **GEMS TV**

GOD TV GolTV Gospel Music Channel

GSN: the network for games Hallmark Channel HD Theater HD (only in HD) HDNet HD (only in HD) Headline News HGTVHD History HD

History International

HITN Hope Channel

HSN

IFC Investigation Discovery Jewelry Television Network Jewish Life TV

Lifetime Link TV LOGO

Military Channel MLB Network HD Mountain West Sports

MSNBC MTV ^{HD} MTV2 The N

NASA TV

National Geographic Channel ^{HD} NBA TV ^{HD} NFL Network HD

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

Nicktoons Network

Noggin NRB Network ONCE México Outdoor Channel Ovation TV

Oxygen Planet Green HD **Pursuit Channel** **REELZ Channel**

RFD-TV Science Channel HD

Sleuth **SOAPnet** Speed HD Spike TV HD

Sportsman Channel

Style Syfy HD TBS HD TCT Network

TNT in HD HD Travel Channel

truTV

Turner Classic Movies (TCM)

TV Guide Channel

TV Land TV One

TVG: The Interactive Horseracing Network

USA Network HD Versus H VH1 Classic VH1 ^{HD} V-me

WGN America

The Weather Channel HD World Harvest Television

Word Network

PLUS all Regional Sports Networks***HD **Professional games are excluded for out-of-market RSNs HD

Monthly Fee.....\$74.99

Annual Fee.....\$899.88

We

70+

BUSINESS ENTERTAINMENT® Give your customers over 70 channels of entertainment programming **CHANNELS**

with this great selection of movie, music and information channels.

OVC

A&E HD ABC Family HD American Auction Network

AMC Animal Planet HD BBC America BET ^{HD}

Bloomberg Television Bravo HD

Cartoon Network (East) HD Cartoon Network (West) CMT HD

Comedy Central HD C-SPAN

Discovery Channel HD Discovery Health

E! Entertainment Television Food Network HI Fox News Channel HD Fuse FX HD

GAC Galavisión GOD TV GolTV

GSN: the network for games HD Theater HD (only in HD) HDNet HD (only in HD)

HGTV^{HD} History HD HSN Lifetime Link TV **MSNBC** MTV HD

MTV2 National Geographic Channel HD Nickelodeon/Nick at Nite (East) HD Nickelodeon/Nick at Nite (West)

Nicktoons Network NRB Network **Pursuit Channel**

QVC Spike TV HD Syfy HD TBS HD TLC^{HD} TNT in HD HD Turner Classic Movies (TCM)

TV Land Uplift Network USA Network HD VH1 HD

PLUS Regional Sports Networks (in-market) HD

Monthly Fee.....\$54.99

Annual Fee......\$659.88

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^{* &}amp; ** are explained on Page 11. 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

40+

CHANNELS

A&E HD (NEW!) **Bloomberg Television** CNBC HD

CNN HD C-SPAN

CNBC World

BUSINESS INFORMATION® Bring your customers a wealth of news and information with this package of

valuable networks. Perfect for a business or professional environment.

Fox News Channel HD C-SPAN2 Current TV

Discovery Health FINE LIVING (NEW!) Food Network HD (NEW!)

Fox Business Network HD

GSN: the network for games HDNet HD (only in HD)

Headline News HGTV^{HD (NEW!)}

truTVThe Weather Channel HD

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

80 **CHANNELS** SELECCIÓN COMERCIAL ULTRATM 30 Spanish-language channels, plus a variety of popular English-

language channels such as TNT and Headline News. Service automatically renews**. Requires DIRECTV Multi-Satellite System

and telephone connection.

A&E ^{HD} **AMC**

American Auction Network Animal Planet HD

Azteca Mexico **Bloomberg Television**

BYU TV

Caracol TV Internacional

CBS College Sports HD Celebrity Shopping Network Centroamérica TV

Christian Television Network

Cine Latino CNBC World CNN en Español

Comedy Central HD C-SPAN C-SPAN2 Current TV

Discovery en Español Ecuavisa Internacional **EWTN** Food Network HD Fox News Channel HD Azteca America† Galavisión

Gem Shopping Network

GEMS TV GolTV

GSN: the network for games

Headline News History HD History en Español HITN TV

Jewelry Television Network Latinoamerica Television

Link TV MegaTV Mexicanal México 22 **MSNBC** MTV HD MTV Tr3s mun²

NASA TV NASCAR HotPass HD National Geographic Channel HD Nickelodeon/Nick at Nite (East) HD

Nickelodeon/Nick at Nite (West) NRB Network **ONCE México Pursuit Channel** Spike TV SUR México

SUR Peru Trinity Broadcasting Network TBS HD

TCT Network Teléfe Internacional Telemundo (East/West)

TLC HD TNT HD Travel Channel

History HD (NEW!)

Pursuit Channel

HITN

MSNBC

truTV TV Chile TV Dominicana TV Land TV Venezuela TVE Internacional

TyC Sports Univision Univision (West) Uplift Network
USA Network VH1 HD V-me

WAPA America Weather Channel HD

WHT World Harvest Television † blackout restrictions apply

Monthly Fee......\$59.99

Annual Fee...... \$719.88

50 **CHANNELS** SELECCIÓN COMERCIALTM Spanish-language video channels featuring sports, news, weather, and cultural entertainment. Service automatically renews**. Requires DIRECTV Multi-Satellite System and telephone connection.

Caracol TV Internacional **CBS College Sports** Centroamérica TV Cine Latino

CNN en Español C-SPAN Discovery en Español

Ecuavisa Internacional

Galavisión GolTV History en Español HITN TV Latinoamerica Television

Monthly Fee......\$37.99

MegaTV Mexicanal México 22 MTV Tr3s mun² **ONCE México** SUR México SUR Peru Teléfe Internacional Telemundo (East/West) TV Chile

Univision Univision (West) V-me WAPA America

Annual Fee...... \$425.00

TV Dominicana

TV Venezuela TVE Internacional

TyC Sports

SEASONAL SPORTS PACKAGES

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 14 games every Sunday, over 200 games in the season. Local blackout rules apply. Package is non-refundable. Service automatically renews.

> 2009 Season Rate: \$399.99 2009 New Customer Offer* \$199.98

*Applies to new, first time subscribers who did not take NFL SUNDAY TICKET previously.

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



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! Enjoy MLB EXTRA INNINGS® SuperFan at no additional cost. With HD Access you will receive games in HD. Package is non-refundable. Service automatically renews. ft

> 2009 Half Season Offer: \$349.50 2009 Half Season New Customer Offer* \$249.50

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



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

2009 Season Rates: \$99.99



NASCAR HotPassTM As a complement to the network broadcast of the 2009 Sprint Cup Races, DIRECTV will offer the NASCAR HotPass service as a FREE service for customers with a qualifying base package: Business Choice, Business Entertainment, Business Information or Seleccion Comercial Ultra. NASCAR HotPass features four Driver Channels, each focused on one driver throughout the race comprised of broadcast network feed. driver's in-car camera and team audio - available in both SD and HD



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

2009-2010 Season Rate: \$189.99



NCAA[®] **MEGA MARCH MADNESS**[®] Exclusively from DIRECTV, NCAA[®] MEGA MARCH MADNESSTM brings customers up to 37 out-of-market CBS-produced broadcasts from the first three rounds of the NCAA[®] Division I Men's Basketball Tournament. Package is non-refundable. Service automatically renews.^{††}

2010 Season Rate Coming Soon



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

2009-2010 Season Rate: \$499.98 2009-2010 New Customer Price* \$424.98

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



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

2009 Season Rate: \$299.97



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.^{††}

2009-2010 Season Rate: 299.97

Setanta Sports A 24-hour English language channel broadcasting live matches, including the UEFA Champions League, FIFA World Cup Qualifying, UEFA Cup, Coca Cola Championship and selected games of Manchester United and Chelsea.

Monthly Fee.....\$100.00

CricketTicketTM**2009** Exciting world-class cricket matches and India tours. Season dates are <u>February 25, 2009 - February 28, 2010</u>. Requires 36" international dish receiver. Package is non-refundable.

\$999.00 per season

SPORTS PROGRAMMING

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 from FSN: FSN North ^{HD}, Sun Sports, Fox Sports Networks, including FSN Arizona ^{HD}, FSN Detroit ^{HD}, FSN Midwest ^{HD}, FSN Northwest ^{HD}, FSN Pittsburgh ^{HD}, FSN Rocky Mountain ^{HD}, FSN South ^{HD}, FSN South ^{HD}, FSN West ^{HD} and FSN Prime Ticket ^{HD}. Service automatically renews**.

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

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

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

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^{* &}amp; ** are explained on Page 11. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. Local HD channels vary by territory. The seasonal sports subscription(s) will automatically continue each season provided DIRECTV carries this service, unless customer

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

Monthly Fee.....\$14.99

Annual Fee.....\$179.88

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

Monthly Fee.....\$14.99

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

Estimated Viewing Occupancy	6 Month Rate	2009 A La Carte Rate**	2009 Promotional A La Carte Rate*
1 - 50	\$1,080	\$300	\$150
51 - 100	\$1,800	\$500	\$250
101 - 200	\$2,520	\$700	\$350
201 - 500	\$3,500	\$1,000	\$500
501 - 750	\$4,500	\$1,250	\$625
751 - 1,000	\$6,000	\$1,700	\$850
1,001 - 1,500	\$9,000	\$2,500	\$1,250
1,501 - 2,000	\$12,000	\$3,500	\$1,750
2,001 - 5,000	\$15,000	\$4,200	\$2,100
5,001 - 10,000	\$18,000	\$5,000	\$2,500
10,001 +	\$21,000	\$6,000	\$3,000

^{*}Applies to new, first time WWE purchasers only and will be applied to annual packages if purchased.
**Excludes WrestleMania; WrestleMania pricing is separate. Please call 888/200-4388 for more details.

SPECIALTY PROGRAMMING AND LOCALS

HD Business Package Enhance your HD experience with a special group of HD-only channels! HDNet Movies, delivering commercial-fee and full-length feature films; MGM HD, a channel dedicated to presenting great movies from MGM's film collection 24/7; Palladia HD, HD concerts, music videos, movies documentaries and original programming from MTV, VH1 and CMT; Smithsonian Channel HD, Universal HD and Crime & Investigation HD. Service automatically renews**.

Monthly Fee.....\$4.99

Local Channels 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

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

Monthly Fee.....\$6.99

Annual Fee.....\$83.88

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

Monthly Fee.....\$1.70

Satellite Radio Channels Enjoy America's Largest Play list with a wide range of music genres, talk shows and more. Receive up to 74 channels that can play through your television audio or stereo system. Service automatically renews**.

XM for Business-A Taste of Italy*	The 40s	Cinemagic	Outlaw Country	The Blend
XM for Business-Classic Rewind*	The 50s	Classic Rewind	Pop2K	The Bridge
XM for Business-Loft*	The 60s	Classic Vinyl	Praise	The Groove
XM for Business-Pop2K*	The 70s	Coffee House	Prime Country	The Heat
XM for Business-Prime Country*	The 80s	Deep Tracks	Radio Disney	The Highway
XM for Business-Roadhouse*	The 90s	Enlighten	Real Jazz	The Joint
XM for Business-Sirius XM Love*	1st Wave	Escape	Roadhouse	The Loft
XM for Business-The 70s*	Alt Nation	Hair Nation	Sirius XM Chill	The Message
XM for Business-The 80s*	Area	Heart & Soul	Sirius XM Love	The Pulse
XM for Business-The Blend*	Backspin	Hip Hop Nation	Sirius XM Pops	The Spectrum
XM for Business-The Pulse*	Bluegrass Junction	Kids Place Live	Sirius XM U	The Village
XM for Business-The Spa*	Bluesville	Liquid Metal – XL	Soul Town	Top 20 on 20
XM for Business-The Spectrum*	Bone Yard – XL	Lithium	Spa	Watercolors
XM for Business-Top 20 on 20*	BPM	Octane	Strobe	Willie's Place
XM for Business-Watercolors*	Caliente	On Broadway	Symphony Hall	

*100% interruption-free channels, exclusive to Commercial customers

XL – may include frequent explicit language. The DIRECTV System has a feature which allows restricted access to channels.

Monthly Fee......\$29.99

Annual Fee...... \$359.88

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INTERNATIONAL PROGRAMMING

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

Monthly Fee.....\$19.99

Annual Fee.....\$239.88

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

Monthly Fee......\$19.99

Annual Fee.....\$239.88

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

Monthly Fee.....\$37.99

Annual Fee.....\$455.88

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

Monthly Fee.....\$44.99

Annual Fee.....\$539.88

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

Monthly Fee......\$34.99

Annual Fee.....\$419.88

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

Monthly Fee.....\$36.99

Annual Fee.....\$443.00

KoreanDirectTM Includes five of the leading Korean channels: YTN is Korea's first 24-hour news network, providing up-to-the minute news and events coverage in the country and around the world; MBC is a 24-hour Korean TV channel that provides popular drama, live news, children's programming and award-winning documentaries; SBS is a 24-hour a day Korean TV channel that provides information and entertainment with its unique mix of variety shows, hit dramas, and up-to-the-minute news from Korea, SBS Plus offers a variety of popular classic and current dramas, plus exclusive Korean AFC soccer games; CTS, 24 hours of Korean Christian programming, including documentaries and news. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$31.99

Annual Fee.....\$383.88

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

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

PolishDirect Our Polish Direct II Package offers 24–hour entertainment, radio, news and lots of movies. Includes TV Polonia, TELE 5, TVP3, "Jedynka" Polskie Radio 1 and "Trojka" Polskie Radio 3. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$34.99

Annual Fee.....\$419.88

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

Monthly Fee.....\$19.99

Annual Fee.....\$239.88

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

Monthly Fee.....\$34.99

Annual Fee.....\$419.88

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

Monthly Fee......\$19.99

Annual Fee......\$239.88

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

Monthly Fee.....\$19.99

Annual Fee.....\$239.88

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

Monthly Fee.....\$27.99

Annual Fee.....\$335.88

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

Monthly Fee.....\$29.99

Annual Fee.....\$359.88

VietDirectTM **VHN** Offers SBTN: The first and only 24-hour Vietnamese-language television network in America and VHN–TV: dedicated to education and awareness, featuring Vietnamese customs and traditions and focusing on maintaining family values with news, drama, education, public service, comedy (traditional and contemporary), entertainment and variety programs, TVBV, Little Saigon Radio and Tai Seng Vietnam. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

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



Business Viewing Order Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Service Fax Number	Customer Name	Email Address		
Service Phone Number	DBA	Contact Name		
State of Organization (e.g., CA, NY, etc.):	Service Address(Street address must be given)	City	State	_ Zip
Billing Phone Number	Service Phone Number	Service Fax Number		
Ref. Code	Billing Address	City	State	_ Zip
Please choose one (Legal Structure): Sole Proprietorship Partnership Corporation LLC Government Agency State of Organization (e.g., CA, NY, etc.):	Billing Phone Number	Billing Fax Number		
If you are a powement agency, not profit organization, or direct payment company, attach capy of tax exemption conflictate. Prease choose your applicable type of establishment.	Please choose one (Legal Structure): Sole Proprietorship Partnership	Corporation		
BUSINESS VIEWING: HEALTH CLUB LOBBY PRIVATE CLUB (AIRLINE) BANK RETAIL WAITING ROOM EVO:FCO: Programming (please fill in) By signing up for any DIRECT programming services, subscriber is automatically eligible for Auto Renewal for the next season provided DIRECTV continues to carry the service. BUSINESS CHOICE Package Service automatically renews** \$ \$ \$ BUSINESS ENTERTAINMENT Package Service automatically renews** \$ \$ \$ BUSINESS INFORMATION Package Service automatically renews** \$ \$ \$ BUSINESS INFORMATION Package Service automatically renews** \$ \$ \$ BUSINESS INFORMATION Package Service automatically renews** \$ \$ \$ BUSINESS INFORMATION Package Service automatically renews** \$ \$ \$ \$ \$ \$ \$ PURCHASE ORDERS NOT ACCEPTED. TOTAL PAYMENT ENCLOSED* \$ SEASONAL SPORTS SUBSCRIPTIONS: The following sports subscription service(s) are eligible for 3-pay option (billed in 3 equal amounts). PLEASE CHECK APPROPIATE BOX IF ELECTING 3-PAY OPTION: NFL SUNDAY TICKET*** NBA LEAGUE PASS NHL* CENTER ICE** ESPN GamePlan ESPN Full Court Bill me Payment Options Check Enclosed Visa MasterCard Optima American Express Discover Card Name as it appears on credit card:	State of Organization (e.g., CA, NY, etc.): Federal Tax ID Number: flyou are a government agency, non-profit organization, or direct payment company, attach copy of tax except the company	emption certificate.	ax Exempt: YES	NO
BUSINESS CHOICE Package Service automatically renews** BUSINESS ENTERTAINMENT Package Service automatically renews** \$ BUSINESS INFORMATION Package Service automatically renews** \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	BUSINESS VIEWING: HEALTH CLUB LOBBY PRIVATE EVO: FCO: Programming (please fill in)	,	K RETAIL	WAITING ROOM
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	Signature of Sales Agent:	Date:		

DIRECTV Commercial Viewing Agreement

Effective as of January 2006, until replaced

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

DEFINITIONS:

As used in this Agreement:
"DIRECTV," "we," "us," or "our" means DIRECTV, Inc. or any of its authorized commercial sales agents;

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

"Access Card" means the conditional access card inserted into the DIRECTV System receiver unit used in the reception of DIRECTV® programming services; "DIRECTV System" means the equipment, including the Access Card, that is used to receive DIRECTV programming services;

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

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

- AGREEMENT TO TERMS AND CONDITIONS: You promise to pay amounts billed by us for the Services and related fees, taxes, and charges. We have the right to require payment in advance of activation of your account for any or all services, related fees, taxes and charges. You authorize DIRECTV to make inquiries into your credit worthiness, including receipt and review of credit bureau information. And, based on the results of such credit inquiry we may refuse to provide Services to you We reserve the right to change these terms and conditions, including the Applicable Fees and Charges identified below. If any changes are made, we will send you a written notice describing the change and its effective date. If a change is not acceptable to you, you may cancel your service; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscrip ion amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 14 days after the date of the written notice describing the change, your continued receipt of any service is considered to be your acceptance of that change.
- BILLING STATEMENTS AND PAYMENTS: We will send you a statement for each billing cycle in which you have an outstanding balance (usually once every 30 days). Statements will show: a) payments, credits, purchases, and any other charges to your account; and b) the amount you owe to DIRECTV and the date the payment is due. Payment must be made via check or money order payable to DIRECTV in U.S. Dollars. We reserve the right, but not the obligation, to accept credit card payments made in U.S. Dollars. Payment of the outstanding balance is due in full upon receipt of the bill. If we do not receive payment from you before your next statement is issued, we have he right to inactivate your service upon the expiration of any applicable grace period with respect to the amount due. We may, but are not required to, accept partial payments from you. If partial payments are made and accepted, they will be applied to statements starting with the oldest outstanding statement.
- 3) PAYMENT FOR SERVICE: You promise to pay for: a) all DIRECTV programming and other services ordered by you or anyone who uses your DIRECTV System(s), whether with or without your permission, through all periods until you cancel the subscription and other services; b) administrative fees and any other fees as provided for in this Agreement or by applicable law, and c) all taxes or other governmental fees, which are now or may in the future be assessed because you receive our service. If you paid for an annual subscription to any DIRECTV programming service and your account is past due for any amounts owed to us, your annual subscription may, at our sole discretion, be converted to a monthly subscription. This conversion will prorate your annual subscription and all monies owed to us to the present date. The resulting credit, if any, shall be applied to any past due amounts, and any remaining credit is applied to your future monthly services.
- 4) QUESTIONS ABOUT YOUR BILL: If you think your statement is incorrect or if you need more information about an item on your statement, you can contact DIRECTV Customer Service in writing at the address or phone number indicated above. You must contact us within sixty (60) days of the date you receive the statement on which the error or problem appeared. <u>Undisputed portions of the</u> statement must be paid before the next statement is issued to avoid an Administrative Late Fee and possible inactivation of services. Please contact us promptly if your service and/or billing address changes
- 5) CLOSING YOUR ACCOUNT: You may inactivate or modify services you receive, or cancel your account, by notifying DIRECTV Customer Service. If you cancel your account, you are still responsible for payment of all outstanding balances accrued through the date of cancellation or any early termination fees or penalties pursuant to this Agreement and the terms and conditions of any other promotional offer which you participated in.
- 6) FEES AND CHARGES: You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned payments, and reactivation are not interest charges. You understand and agree that all such fees are either as prescribed by law in the state in which your service address is located or are reasonably related to the actual expense we incur or are

required to expend as a result of late or unsatisfied payment. In the case of late payment or non-payment for any of the DIRECTV programming services you ordered or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies. Following activation of your account, charges for some programming services are nonrefundable, regardless of the services.

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

- 7) CHANGES IN PROGRAMMING SERVICE AND FEES/SERVICE RENEWAL: We reserve the right to change the programming packages, programming services, or other services we offer, and our prices or fees, at any time. We may also rearrange, delete, add to, or otherwise change the services. For any changes to the programming packages, prices, or fees that are within our control, we will notify you of he change and its effective date. If the change is not acceptable to you, you may cancel your programming service in whole or in part; provided, however, hat if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service wi hin 30 days, your continued receipt of any DIRECTV programming service after the effective date of the change will be deemed to be your acceptance of that change, and you will continue to be responsible for payment. DIRECTV programming services that you subscribe to on a periodic basis may be renewed automatically, provided we continue to carry the service, unless you contact DIRECTV Customer Service to cancel the services.
- COLLECTION OF AMOUNTS OWED TO US: If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other
- 9) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE REASONABLY BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. OUR LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE

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

- 10) LIABILITY FOR UNAUTHORIZED USE:-If your DIRECTV equipment is stolen or otherwise removed from your premises without your authorization, you must notify DIRECTV Customer Service immediately, but in any event not more than 5 days after such removal, or else you may be liable for payment to us for unauthorized use of your DIRECTV System. You will not be liable for unau horized use after we receive notification.
- 11) RULES FOR USE; TERMINATION: You are hereby granted the right to receive, exhibit and use the Services in accordance with the terms and conditions set forth in his Agreement, subject to the following rules for use with which you agree to comply. Admission may not be charged for the viewing of, or listening to, any Service(s) provided by us. The Services may not be rebroadcast, transmitted, performed, recorded, duplicated, transcribed and distributed in real-time or near real-time (i.e., provide a "running account") or cablecast. Notwithstanding the foregoing, operation of an authorized DIRECTV digital video recorder, and its intended applications, within he confines of the loca ion shall not be deemed a violation of this Agreement. If you become aware that any third party is rebroadcasting, transmitting, reselling, performing, recording, duplicating, or cablecasting any or all of the Services (whether at your premises or otherwise), or that any third party is receiving, decoding, and/or exhibiting any or all of the Services without authorization from us or at any location other than that which has been authorized by us, you shall notify us immediately and cooperate with us, at our expense for reasonable out-of pocket expenses, in taking steps to prevent such unauthorized use. No Service provided to you under this Agreement may be used for any unlawful purpose and you shall abide by any and all federal, state, and local rules and regulations applicable to its use and/or exhibition of he Services. You agree that all Services will be exhibited in entirety, in original form and as provided by us, wi hout any modifications, additions (including the addition of a crawl line), or deletions to any of the Services. The music services, including XM Satellite Radio, shall be used only as accompaniment to routine activities, such as, but not limited to, work, shopping, conversation, dining, and relaxation, and shall not be used as an accompaniment to dancing or to serve as an adjunct to any other physical activity (e.g. skating) and for which there is no admission fee charged. You shall not use any of the Marks for any purpose whatsoever and, you agree not to do so unless you receive express written consent from us. You must execute and abide by any and all agreements required by programming provider(s) in connection with your use and/or DIRECTV's provision of such programming services to you, if any. You shall comply with all applicable DIRECTV requirements with respect to directly and continuously connecting the DIRECTV System receivers to the land-based telephone line identified therein as being associated with each such receiver. Information regarding programming services that you have ordered is transmitted via the landbased telephone line(s) iden ified therein. In addi ion, we may immediately inactivate any or all services provided to you if the telephone line(s) identified therein are not performing in accordance with our requirements. DIRECTV, or its authorized agent, shall have the right to inspect your DIRECTV System at any time during your normal business hours. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under this Agreement, we may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances accrued through the date of inactivation. DIRECTV System Access Cards are the property of DIRECTV, Inc. Any tampering or other unauthorized modification to the Access Card may result in, and subject you to, legal action
- 12) PROGRAMMING BLACKOUTS; INDEMNIFICATION: Certain programming Services we transmit may be blacked out or otherwise unavailable to commercial customers in your local reception area due to legal, contractual, or other restrictions. If you circumvent or attempt to circumvent any of these blackouts or programming restrictions, you may be subject to legal action. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE IMPOSED BY THIS SECTION.
- 13) SALE/TRANSFER OF EQUIPMENT OR PROGRAMMING SERVICES: You agree to notify us immediately, but in any event not more than 5 days, after you move, sell, give away, or otherwise transfer your DIRECTV equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the DIRECTV programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service or any or your rights and obligations under this Agreement without our prior written consent. If you do, we may inactivate your service.

- 14) APPLICABLE LAW; ENTIRE AGREEMENT: This Agreement shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws of the State of California and are subject to amendment, modification, or termination if required by such regulations or laws. In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions will not be affected. This Agreement contains the en ire understanding of the parties and supersedes any other prior negotiations, discussions, and agreements between you and DIRECTV.
- 15) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY; FULL DISCLOSURE: By the signature below, you indicate your unconditional acceptance of the terms and conditions contained in this Agreement. You certify that all of the below-referenced information is true and correct. You understand that your provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. Each person signing this Agreement represents and warrants that (s)he is authorized to execute and deliver this Agreement and that the signature of no one else is required to bind that party. You have had the opportunity to consult with an attorney or any other person/en ity of your choosing for legal/professional advice prior to executing this Agreement. Further, you have read and understand the contents, terms, conditions, and effects of this entire Agreement.
- 16) ARBITRATION: Any claim or dispute arising out of, or relating to, this Agreement which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding on the parties and any award of the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such controversy, claim or dispute. The cost of any arbitration hereunder shall be paid by the party determined by he arbitrator to not be the prevailing party, or otherwise allocated in an equitable manner as determined by the arbitrator.

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

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

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

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

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE

DATE

NAME OF AUTHORIZED OFFICER/AGENT & TITLE

NAME OF COMMERCIAL ESTABLISHMENT