



# 2009 FALL OFFER BUSINESS CHOICE® AGREEMENT FORM for NEW CUSTOMERS

ALL PROGRAMMING AND PRICING SUBJECT TO CHANGE AT ANY TIME.

Establishment Name / DBA *	Phone # *	Fax # *	Email Address
Service Address *	City *	State *	ZIP Code *
Dealer Name*	Dealer # *		

\* = Mandatory

### Offers available until 9/30/09: Required programming for the standard equipment offer\*\*:

Package	Regular Rate (Monthly)	Promotional Rate (monthly for 12 months)
BUSINESS CHOICE® with Local Channels <sup>†</sup>	\$79.99	<b>\$59.99</b>
BUSINESS CHOICE® No Local Channels	\$74.99	<b>\$59.99</b>
SELECCION COMERCIAL ULTRA™ with Local Channels	\$64.99	<b>\$54.99</b>
SELECCION COMERCIAL ULTRA™ No Local Channels	\$59.99	<b>\$50.99</b>

<sup>†</sup> Local channels will be activated automatically in markets where available.

Promotional rate for BUSINESS CHOICE® with Local Channels or SELECCION COMERCIAL ULTRA™ with Local Channels, if available, is based on bill credits applied in months 2 through 13 of your monthly subscription.

Final price does not include applicable state sales tax. Applicable taxes will be added monthly to your account.

### --Required programming for the optional discounted programming offer:

#### DIRECTV HD Access Programming Offer:

**Yes, I would like to receive DIRECTV® HD Access FREE for three months.**

By checking this box, I agree to activate and maintain DIRECTV HD Access for a minimum of 12 consecutive months from the time of activation in order to receive a bill credit of \$12.99 for 3 months. **I understand that in the fifth month, my DIRECTV HD Access will continue at the regular payable charge of \$12.99/mo** In the event I elect to cancel my subscription to DIRECTV HD Access prior to the expiration of the minimum one-year term, or otherwise fail to pay for any required services during this term, I shall be charged an early cancellation fee of \$150, in addition to other early cancellation fees as may be set forth below.

Discounted, promotional rate for DIRECTV HD Access will be applied to months 2 through 4 of your annual subscription. To access DIRECTV HD programming, HD Access fee (\$12.99/mo.), a Slimline Dish, HD receiver, and HD television equipment required. Number of HD channels varies based on package selection.

#### Optional NFL SUNDAY TICKET™ Programming - NOW ONLY \$199.98.:

**Yes, I would like to receive the NFL SUNDAY TICKET™ package for only \$199.98.**

By checking this box, I agree to activate NFL SUNDAY TICKET™ and the BUSINESS CHOICE® (or Seleccion Comercial Ultra) including Local Channels (where local channels are currently available) without interruption for twelve (12) consecutive months. In the event I elect to cancel my subscription to the required base programming packages prior to the expiration of the minimum one-year term, or otherwise fail to pay for any required services during this term, I shall be charged an early cancellation fee of \$300. Full or remaining balance of NFL SUNDAY TICKET will be charged to customer account in the event of an early disconnect. This cancellation fee is not pro-ratable. NFL SUNDAY TICKET consists of all Sunday games broadcast on FOX and CBS at 1pm and 4pm ET. However, games broadcast by your local FOX or CBS affiliate will not be available on NFL SUNDAY TICKET. Blackout restrictions and other conditions apply to sports programming.. Please allow 2-3 weeks for credit to post to your account. Once the season starts you will not be allowed to cancel your subscription. Sports subscriptions automatically continue each year provided DIRECTV carries these services, unless subscriber calls 1-866-945-9940 to cancel prior to the start of the season. Final price does not include applicable state sales tax. Applicable taxes will be added monthly to your account.

#### Payment Options (please check one)

**NFL SUNDAY TICKET™ 3 Month Payment Plan**

(If activated by 10/31/09 you agree to 3 monthly payments of \$66.66)

**1 Time Full Annual Payment**

(Full payment of \$199.98 due upon activation)

I agree to activate the BUSINESS CHOICE<sup>®</sup> package including Local Channels or the SELECCION COMERCIAL ULTRA<sup>™</sup> package including Local Channels (where local channels are currently available) without interruption for twelve (12) consecutive months in order to receive said credits. **Required services must be activated for eligibility.** In the event I elect to cancel my subscription to the required programming packages prior to the expiration of the minimum one-year term, or otherwise fail to pay for any required services during this term, I shall be charged an early cancellation fee of \$300, plus taxes. Commercial pricing for this package is subject to change at any time. To receive a complimentary subscription to NFL SUNDAY TICKET<sup>™</sup> SuperFan<sup>®</sup>, an NFL SUNDAY TICKET subscription is required. Upon activation of the NFL SUNDAY TICKET package, beginning in the second month, new NFL SUNDAY TICKET Customers with the 1- pay and 3-pay option with rates at \$199.98 or less will receive bill credit(s) up to \$200.01 on programming charges provided account is in "good standing" as determined by DIRECTV in its sole discretion, to remain eligible. LIMIT ONE NFL SUNDAY TICKET BILL CREDIT OFFER PER ACCOUNT. Offer void where prohibited or restricted. May not be combined with any other offer. DIRECTV programming, pricing, terms and conditions subject to change at any time. Receipt of DIRECTV programming subject to terms of DIRECTV Commercial Customer Viewing Agreement; copy provided with new customer information packet. NFL, the NFL shield design, NFL SUNDAY TICKET name and logo are registered trademarks of the NFL and its affiliates.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\*\* Standard equipment offer includes up to two free receivers: (2) standard DIRECTV<sup>®</sup> Receivers, or one (1) DIRECTV<sup>®</sup> HD Receiver and one (1) standard DIRECTV<sup>®</sup> Receiver or two (2) HD Receiver Receivers. Activation of DIRECTV<sup>®</sup> HD or HD-DVR Receiver requires annual agreement to DIRECTV<sup>®</sup> HD ACCESS (\$12.99/mo.). An early cancellation fee of \$150 will apply if HD ACCESS is cancelled prior to expiration of the one-year term.

**Please return completed form via fax to: 1-636-552-0008 OR via overnight delivery to DIRECTV Business Service Center, ATTN: COMMERCIAL BUSINESS CHOICE<sup>®</sup> New Customer Offer, 1505 NW 167<sup>th</sup> Street, Miami, FL 33169**



# DIRECTV® BUSINESS VIEWING PACKAGES and RATES

New Rates Effective  
3/25/2009

**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

## BUSINESS CHOICE®

Our top package is also our most popular! Business Choice offers entertainment, sports and news that makes this comprehensive package our best value.

The 101 Network <sup>HD</sup>  
A&E <sup>HD</sup>  
ABC Family <sup>HD</sup>  
American Auction Network  
AMC  
Animal Planet <sup>HD</sup>  
BBC America  
BET  
Big Ten Network <sup>HD</sup>  
BIO <sup>HD</sup>  
Bloomberg Television  
Boomerang  
Bravo <sup>HD</sup>  
BYU TV  
Cartoon Network (East) <sup>HD</sup>  
Cartoon Network (West)  
CBS College Sports <sup>HD</sup>  
Celebrity Shopping Network  
Christian Television Network  
Church Channel  
CMT <sup>HD</sup>  
CNBC <sup>HD</sup>  
CNBC World  
CNN <sup>HD</sup>  
CNN Headline News  
Comedy Central <sup>HD</sup>  
C-SPAN  
C-SPAN2  
Current TV  
Daystar  
DIRECTV News Mix  
Discovery Channel <sup>HD</sup>  
Discovery Health  
Discovery Kids

Disney Channel (East) <sup>HD</sup>  
Disney Channel (West)  
DIY Network  
E! Entertainment Television  
**ESPN Classic**  
**ESPN** <sup>HD</sup>  
**ESPN2** <sup>HD</sup>  
**ESPNEWS** <sup>HD</sup>  
**ESPNU**  
EWTN  
FINE LIVING  
FitTV  
Food Network <sup>HD</sup>  
Fox Business Network <sup>HD</sup>  
Fox News Channel <sup>HD</sup>  
Fox Reality Channel  
Fox Sports en Español  
FUEL TV <sup>HD</sup>  
Fuse  
FX <sup>HD</sup>  
G4  
GAC  
Galavisión  
Gem Shopping Network  
GEMS TV  
GOD TV  
Go!TV  
Gospel Music Channel  
GSN: the network for games  
Hallmark Channel  
HD Theater <sup>HD (only in HD)</sup>  
HDNet <sup>HD (only in HD)</sup>  
HGTV <sup>HD</sup>  
History <sup>HD</sup>

History International  
HITN  
HSN  
IFC  
Investigation Discovery  
Jewelry Television Network  
Lifetime  
Link TV  
LOGO  
Military Channel  
MLB Network <sup>HD</sup>  
Mountain West Sports  
MSNBC  
MTV <sup>HD</sup>  
MTV2  
The N  
NASA TV  
National Geographic Channel <sup>HD</sup>  
NBA TV <sup>HD</sup>  
NFL Network <sup>HD</sup>  
NHL Network <sup>HD</sup>  
Nickelodeon/Nick at Nite (East) <sup>HD</sup>  
Nickelodeon/Nick at Nite (West)  
Nicktoons Network  
Noggin  
NRB Network  
ONCE México  
Outdoor Channel  
Ovation TV  
Oxygen  
Planet Green <sup>HD</sup>  
Pursuit Channel  
QVC  
REELZ Channel

RFD-TV  
Science Channel <sup>HD</sup>  
Sci-Fi <sup>HD</sup>  
Sleuth  
SOAPnet  
Speed <sup>HD</sup>  
Spike TV <sup>HD</sup>  
Sportsman Channel  
Style  
TBS <sup>HD</sup>  
TCT Network  
TLC <sup>HD</sup>  
TNT in HD <sup>HD</sup>  
Travel Channel  
truTV  
Turner Classic Movies (TCM)  
TV Guide Channel  
TV Land  
TV One  
TVG: The Interactive Horseracing Network  
Univision  
Uplift Network  
USA Network <sup>HD</sup>  
Versus  
VH1 Classic  
VH1 <sup>HD</sup>  
V-me  
We  
The Weather Channel <sup>HD</sup>  
World Harvest Television  
Word Network

**PLUS all Regional Sports Networks\*\*<sup>HD</sup>**  
*\*\*Professional games are excluded for out-of-market RSNs <sup>HD</sup>*

**Monthly Fee.....\$74.99**

**Annual Fee.....\$899.88**

## 70+ CHANNELS

## BUSINESS ENTERTAINMENT®

Give your customers over 70 channels of entertainment programming with this great selection of movie, music and information channels.

A&E <sup>HD</sup>  
ABC Family <sup>HD</sup>  
American Auction Network  
AMC  
Animal Planet <sup>HD</sup>  
BBC America  
BET  
Bloomberg Television  
Bravo <sup>HD</sup>  
Cartoon Network (East) <sup>HD</sup>  
Cartoon Network (West)  
CMT <sup>HD</sup>  
Comedy Central <sup>HD</sup>  
C-SPAN

Discovery Channel <sup>HD</sup>  
Discovery Health  
E! Entertainment Television  
Food Network <sup>HD</sup>  
Fox News Channel <sup>HD</sup>  
Fuse  
FX <sup>HD</sup>  
GAC  
Galavisión  
GOD TV  
Go!TV  
GSN: the network for games  
HD Theater <sup>HD (only in HD)</sup>  
HDNet <sup>HD (only in HD)</sup>

HGTV <sup>HD</sup>  
History <sup>HD</sup>  
HSN  
Lifetime  
Link TV  
MSNBC  
MTV <sup>HD</sup>  
MTV2  
National Geographic Channel <sup>HD</sup>  
Nickelodeon/Nick at Nite (East) <sup>HD</sup>  
Nickelodeon/Nick at Nite (West)  
Nicktoons Network  
NRB Network  
Pursuit Channel

QVC  
Sci-Fi <sup>HD</sup>  
Spike TV <sup>HD</sup>  
TBS <sup>HD</sup>  
TLC <sup>HD</sup>  
TNT in HD <sup>HD</sup>  
Turner Classic Movies (TCM)  
TV Land  
Uplift Network  
USA Network <sup>HD</sup>  
VH1 <sup>HD</sup>

**PLUS Regional Sports Networks  
(in-market) <sup>HD</sup>**

**Monthly Fee.....\$54.99**

**Annual Fee.....\$659.88**

\* & \*\* 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

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

Bloomberg Television  
CNBC <sup>HD</sup>  
CNBC World  
CNN <sup>HD</sup>  
CNN Headline News

C-SPAN  
C-SPAN2  
Current TV  
Discovery Health  
Fox Business Network <sup>HD</sup>

Fox News Channel <sup>HD</sup>  
G4  
GOD TV  
GSN: the network for games  
HDNet <sup>HD (only in HD)</sup>

HITN  
MSNBC  
Pursuit Channel  
truTV  
The Weather Channel <sup>HD</sup>

**Monthly Fee.....\$36.99**

**Annual Fee.....\$443.88**

**80**  
CHANNELS

**SELECCIÓN COMERCIAL ULTRA™** One Packaged that provides all of the channels available in the SELECCIÓN COMERCIAL™ package, 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 <sup>HD</sup>  
AMC  
American Auction Network  
Animal Planet <sup>HD</sup>  
Azteca America†  
Azteca Mexico  
Bloomberg Television  
BYU TV  
Caracol TV Internacional  
CBS College Sports <sup>HD</sup>  
Celebrity Shopping Network  
Centroamérica TV  
Christian Television Network  
Cine Latino  
CNBC World  
CNN en Español  
CNN Headline News  
Comedy Central <sup>HD</sup>  
C-SPAN  
C-SPAN2  
Current TV

Discovery en Español  
Ecuavisa Internacional  
EWTN  
Food Network <sup>HD</sup>  
Fox News Channel <sup>HD</sup>  
Galavisión  
Gem Shopping Network  
GEMS TV  
Go!TV  
GSN: the network for games  
History <sup>HD</sup>  
History en Español  
HITN TV  
Jewelry Television Network  
Latinoamerica Television  
Link TV  
MegaTV  
Mexicanal  
México 22  
MSNBC

MTV <sup>HD</sup>  
MTV Tr3s  
mun<sup>2</sup>  
NASA TV  
National Geographic Channel <sup>HD</sup>  
Nickelodeon/Nick at Nite (East) <sup>HD</sup>  
Nickelodeon/Nick at Nite (West)  
NRB Network  
ONCE México  
Pursuit Channel  
RFD TV  
Spike TV  
SUR México  
SUR Peru  
Trinity Broadcasting Network  
TBS <sup>HD</sup>  
TCT Network  
Teléfe Internacional  
Telemundo  
Telemundo (West)

TLC <sup>HD</sup>  
TNT <sup>HD</sup>  
Travel Channel  
truTV  
TV Chile  
TV Dominicana  
TV Land  
TV Venezuela  
TVE Internacional  
TyC Sports  
Univision  
Univision (West)  
Uplift Network  
USA Network <sup>HD</sup>  
VH1 <sup>HD</sup>  
V-me  
WAPA America  
Weather Channel <sup>HD</sup>  
WHT World Harvest Television  
The Word  
† *blackout restrictions apply*

**Monthly Fee.....\$59.99**

**Annual Fee..... \$719.88**

**50**  
CHANNELS

**SELECCIÓN COMERCIAL™** 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  
Centroamérica TV  
Cine Latino  
CNN en Español  
C-SPAN  
Discovery en Español  
Ecuavisa Internacional  
Galavisión

Go!TV  
History en Español  
HITN TV  
Latinoamerica Television  
MegaTV  
Mexicanal  
México 22  
MTV Tr3s

mun<sup>2</sup>  
ONCE México  
SUR México  
SUR Peru  
Teléfe Internacional  
Telemundo  
Telemundo (West)  
TV Chile

TV Dominicana  
TV Venezuela  
TVE Internacional  
TyC Sports  
Univision  
Univision (West)  
V-me  
WAPA America

**Monthly Fee.....\$37.99**

**Annual Fee..... \$425.00**

**SEASONAL SPORTS PACKAGES**

**NFL SUNDAY TICKET™** Exclusively from DIRECTV. Turn Sunday into Game Day and watch your weekend business grow! Get the biggest selection of games available anywhere throughout the regular season. Local blackout rules apply. Price based on FCO. Fee is non-refundable. Service automatically renews.††

**2009 Season Rate Coming Soon**

**NFL SUNDAY TICKET™ SuperFan** Add to your coverage with this optional add-on to your standard NFL SUNDAY TICKET™ package. NFL SUNDAY TICKET™ SuperFan features up to 110 NFL SUNDAY TICKET™ games in High Definition, plus NFL SUNDAY TICKET™ Red Zone Channel, NFL SUNDAY TICKET™ Game Mix and NFL SUNDAY TICKET™ Short Cuts. (Must subscribe to the standard NFL SUNDAY TICKET™ package to be eligible to subscribe to NFL SUNDAY TICKET™ SuperFan add-on package.) Triple LNB multi-sat dish, HD receiver and HDTV required. Interactive receiver required for full Game Mix functionality. Service automatically renews.††

**2009 Season Rate Coming Soon**

**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. Fee is non-refundable. Service automatically renews.††

**2009 Season Rate: \$699.00**  
**2009 New Customer Offer\* \$499.99**

\*Applies to new, first time purchasers who did not subscribe to MLB Extra Innings prior to 2009 season.

**NASCAR HotPass™** New from DIRECTV! 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

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

**2009 Season Rates: \$99.99**

**NBA LEAGUE PASS** It's a slam dunk for great business! Get incredible pro basketball action from outside your local area – up to 40 games a week during the regular season. With this service, you will also get NBA TV on Channel 601, a service giving fans in-depth coverage and highlights, real time stats and scores, interviews, game previews and much more. Fee is non-refundable. Service automatically renews.††

**2008-2009 Season Rate: \$499.00**

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

**2009 Pricing \$199.00**

**2009 New Customer Offer\* \$99.00**

\*Applies to new, first time purchasers who did not subscribe to NCAA Mega March Madness in 2008

**NHL® CENTER ICE®** Get up to 40 action-packed NHL games a week from outside your area during the regular season plus select first- and second-round Stanley Cup® playoff games. You won't find more games anywhere else! Service automatically renews.††

<u>Estimated Viewing Occupancy</u>	<u>2008-2009 Season Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>2008-2009 Season Fee</u>
1-100	\$749	201-500	\$1,599
101-200	\$1,199	501+	\$2,049

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

**2009 Season Rate Coming Soon**

**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. Fee is non-refundable. Service automatically renews.††

<u>Fire Code Occupancy</u>	<u>2008-2009 Season Fee</u>	<u>Fire Code Occupancy</u>	<u>2008-2009 Season Fee</u>
0-100	\$499	1,001-2,000	\$1,749
101-200	\$799	2,001-5,000	\$1,999
201-500	\$1,099	5,001+	\$2,199
501-1,000	\$1,299		

**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**

**CricketTicket™2009** Exciting world-class cricket matches and India tours. Season dates are February 25, 2009 - February 28, 2010. Requires 36" international dish receiver. Fee 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<sup>HD</sup>, Sun Sports, Fox Sports Networks, including FSN Arizona<sup>HD</sup>, FSN Detroit<sup>HD</sup>, FSN Midwest<sup>HD</sup>, FSN Northwest<sup>HD</sup>, FSN Pittsburgh<sup>HD</sup>, FSN Rocky Mountain<sup>HD</sup>, FSN South<sup>HD</sup>, FSN Southwest<sup>HD</sup>, FSN West<sup>HD</sup> and FSN Prime Ticket<sup>HD</sup>. Service automatically renews\*\*.

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

**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**

\* & \*\* 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. †† 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.

**The Golf Channel** <sup>HD</sup> 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** <sup>HD</sup> 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.

<u>Estimated Viewing Occupancy</u>	<u>12 Month Rate</u>	<u>2009 A La Carte Rate**</u>	<u>2009 Promotional A La Carte Rate*</u>
1 - 50	\$1,800	\$300	\$150
51 - 100	\$3,000	\$500	\$250
101 - 200	\$4,200	\$700	\$350
201 - 500	\$6,000	\$1,000	\$500
501 - 750	\$7,500	\$1,250	\$625
751 - 1,000	\$10,000	\$1,700	\$850
1,001 - 1,500	\$15,000	\$2,500	\$1,250
1,501 - 2,000	\$20,000	\$3,500	\$1,750
2,001 - 5,000	\$25,000	\$4,200	\$2,100
5,001 - 10,000	\$30,000	\$5,000	\$2,500
10,001 +	\$35,000	\$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-free and full-length feature films; MGM HD, a channel dedicated to presenting great movies from MGM's film collection 24/7; Palladia HD, HD concerts, music videos, movies documentaries and original programming from MTV, VH1 and CMT; Smithsonian Channel HD, Universal HD and Crime & Investigation HD. Service automatically renews\*\*.

Monthly Fee.....\$4.99

**Local Channels** <sup>HD</sup> 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

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

Monthly Fee.....\$6.99

Annual Fee.....\$83.88

**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

**SIRIUS XM Satellite Radio** Enjoy America's Largest Play list with a wide range of music genres, talk shows and more. Receive up to 72 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	

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

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

Monthly Fee.....\$29.99

Annual Fee..... \$359.88

\* & \*\* 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.



# Business Viewing Order Form

DIRECTV Account #:

(Required when ordering additional services after account activation)

Customer Name

Email Address

DBA

Contact Name

Service Address (Street address must

City

State

ZIP

Service Phone Number

Service Fax Number

Billing Address

City

State

ZIP

Billing Phone Number

Billing Fax Number

**Please choose one**

Legal Structure: Sole Proprietorship Partnership Corporation LLC Government Agency

State of Organization (e.g., CA, NY, etc.):

Federal Tax ID Number:

Tax Exempt: Yes No

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

Please choose your applicable type of establishment.

FCO: EVO:

**BUSINESS VIEWING:** HEALTH CLUBS LOBBY PRIVATE CLUBS (AIRLINES) BANK RETAIL WAITING ROOM

## Programming (please fill in)

Seasonal sports subscriptions based on FCO, advanced non-refundable payment in full is required

	Monthly Fee*	Annual / Season*
<b>BUSINESS CHOICE® Package</b> Service automatically renews**	\$	\$
<b>BUSINESS ENTERTAINMENT® Package</b> Service automatically renews**	\$	\$
<b>BUSINESS INFORMATION® Package</b> Service automatically renews**	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>PURCHASE ORDERS NOT ACCEPTED.</b>	<b>TOTAL PAYMENT ENCLOSED*</b>	\$

### Payment Options

Check Enclosed  VISA  MasterCard  Optima  American Express  Discover Card

Name as it appears on credit card:

Credit Card #:

Exp. Date:

Amount To Charge Against  
Credit Card (Total Payment): \$

I authorize the use of this credit card for reoccurring payments?  
Yes  No

Signature of Cardholder:

Date:

### Commercial Dealer Information

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

Commercial Sales Agent Name

Commercial Dealer Number

Phone Number

Fax Number

Email Address

Signature of Sales Agent:

Date:

Customer Signature:

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 the payment of fees and charges to us;

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

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

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

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

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

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

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

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

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

**6) FEES AND CHARGES:** You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned payments, and reactivation are not interest charges. You understand and agree that all such fees are either as prescribed by law in the state in which your service address is located or are reasonably related to the actual expense we incur or are

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 \_\_\_\_\_