



PRIVATE OFFICE VIEWING ORDERING INSTRUCTIONS

Thank you for your interest in DIRECTV[®]. To subscribe to DIRECTV programming, please complete the following steps:

- 1) Purchase your DIRECTV System equipment and arrange for installation. If you need information on where to purchase your system, please call DIRECTV at 1-888-200-4388.
- 2) Order your programming packages by checking the appropriate entries on the Private Office Viewing Order Form.
- 3) Review, complete and sign the DIRECTV Commercial Viewing Agreement, the Private Office Viewing Addendum to DIRECTV Commercial Viewing Agreement and Private Office Viewing Commercial Customer Information Form.
- 4) Be sure to provide all three of the following forms to DIRECTV:
 - ✓ Private Office Viewing Order Form (all pages)
 - ✓ DIRECTV Commercial Viewing Agreement and Private Office Viewing Addendum to DIRECTV Commercial Viewing Agreement (all pages)
 - ✓ Commercial Customer Information Form (all pages)

Please forward the above forms to the DIRECTV Business Service Center:

U.S. Mail
DIRECTV Business Service Center
P.O. Box 5392
Miami, FL 33152-5392

Overnight Delivery
DIRECTV Business Service Center
1313 NW 167th St.
Miami, FL 33169

Fax
1-800-933-4631

Once we have received all the requested materials, your account will be established within 48 to 72 hours.

- 5) After your DIRECTV system equipment is installed, you or your installer should call 1-888-200-4388 to activate your service. Please note that your receiver must be continuously connected to a land-based phone line to receive sports programming. To mirror programming to additional receivers at the same location, all receivers must be connected to the same continuous land-base phone line. You should receive a bill for your DIRECTV[®] services within 10 days of your initial account activation.

Programming, pricing, terms and conditions subject to change. Hardware and programming sold separately. Equipment specifications may vary in Alaska. © 1999 DIRECTV, Inc. DIRECTV is a trademark of DIRECTV, Inc., a unit of Hughes Electronics Corp.



PRIVATE OFFICE VIEWING PROGRAMMING PACKAGES

Office Choice™ **\$64.99 Monthly / \$779.00 Annually**

Our most complete package of news, information and entertainment helps you stay one step ahead of the competition. Office Choice includes must-have networks such as CNN, CNBC, C-SPAN, Bloomberg Television, USA Network, The Weather Channel and more.

- | | | |
|--------------------------------------|---------------------------------|--|
| A&E | E! Entertainment Television | MTV2 |
| All News Channel | ESPN | MuchMusic |
| American Movie Classics (AMC) | ESPN2 | The Nashville Network (TNN) |
| BBC America | ESPNEWS | NewsWorld International |
| Black Entertainment Television (BET) | Food Network | Nickelodeon/Nick at Nite (East and West) |
| Bloomberg Television | Fox Family Channel | QVC |
| Bravo | Fox News Channel | SCI FI Channel |
| Cartoon Network | Fox Movie Channel | TBS Superstation |
| CNBC | Galavision | TNT |
| CNN | Game Show Network | Toon Disney |
| CNNfn/CNN International | Headline News | Trinity Broadcasting Network (TBN) |
| CNN/Sports Illustrated | The Health Network | TRIO |
| Comedy Central | The History Channel | Turner Classic Movies (TCM) |
| Country Music Television (CMT) | Home & Garden Television (HGTV) | TV Land |
| Court TV | Home Shopping Network (HSN) | Univision |
| C-SPAN | The Learning Channel (TLC) | USA Network |
| C-SPAN2 | Lifetime | VH1 |
| Discovery Channel | MSNBC | The Weather Channel |
| Discovery Health | MTV | ZDTV |
| Disney Channel (East and West) | | PLUS – a local regional sports network |

Office Entertainment™ **\$42.99 Monthly / \$515.00 Annually**

The best choice for in-office entertainment. Perfect for the media and communication industries, this package focuses on entertainment programming while still providing key news and information channels.

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|--------------------------------------|---------------------------------|--|
| A&E | Fox Family Channel | Nickelodeon/Nick at Nite (East and West) |
| All News Channel | Fox News Channel | QVC |
| American Movie Classics (AMC) | Fox Movie Channel | SCI FI Channel |
| BBC America | Galavision | TBS Superstation |
| Black Entertainment Television (BET) | Game Show Network | TNT |
| Bloomberg Television | The History Channel | Toon Disney |
| Bravo | Home & Garden Television (HGTV) | Trinity Broadcasting Network (TBN) |
| Cartoon Network | Home Shopping Network (HSN) | Turner Classic Movies (TCM) |
| Comedy Central | The Learning Channel (TLC) | TV Land |
| Country Music Television (CMT) | Lifetime | Univision |
| Discovery Channel | MSNBC | USA Network |
| Discovery Health | MTV | VH1 |
| Disney Channel (East and West) | MTV2 | |
| E! Entertainment Television | MuchMusic | PLUS – a local regional sports network |
| Food Network | The Nashville Network (TNN) | |

Office Information™ **\$27.99 Monthly / \$335.00 Annually**

Delivers a select package of business, news and information channels that you need to be successful in today's global marketplace.

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|-------------------------|-------------------|-------------------------|
| All News Channel | Court TV | Headline News |
| Bloomberg Television | C-SPAN | MSNBC |
| CNBC | C-SPAN2 | NewsWorld International |
| CNN | Discovery Health | The Weather Channel |
| CNN/Sports Illustrated | Fox News Channel | ZDTV |
| CNNfn/CNN International | Game Show Network | |

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.



PRIVATE OFFICE VIEWING PROGRAMMING PACKAGES

DIRECTV SPORTS CHOICE™

\$12.00 Monthly / \$144.00 Annually

Delivers great out-of-market collegiate coverage from as many as 23 regional sports networks from FOX Sports and SPORTSCHANNEL. Also includes The Golf Channel, ESPN Classic, Outdoor Life Network, Speedvision and Fox Sports World.

THE GOLF CHANNEL

\$6.95 Monthly / \$75.95 Annually

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.

PLAYBOY TV

\$12.99 Monthly / \$155.88 Annually

Tasteful entertainment for mature audiences.

MUSIC CHOICE™

\$19.95 Monthly / \$229.00 Annually

Enhance your work environment with this commercial-free, digitally delivered audio service featuring 31 channels of music in a variety of formats.

Alternative Rock	Jazz
American Originals	Jazz Light
Atmospheres	Metal
Big Band	New Releases
Blues	Progressive
Channel X	Rap
Classic Country	R&B Hits
Classic Rock	Showcase
Classical Light	Singers & Standards
Classical Masterpieces	Soft Rock
Contemporary Christian	Solid Gold Oldies
Dance	Today's Country
Easy Listening	World Beat
For Kids Only	'70s
Gospel	'80s
Hit List	

ENTERTAINMENT UNLIMITED™

\$32.99 Monthly / \$395.88 Annually

Offers HBO® (5 channels), HBO Family™ (2 channels), SHOWTIME® (4 channels), SHOWTIME Extreme, Cinemax® (3 channels), FLIX®, The Movie Channel® (2 channels), Sundance Channel and Fox Movie Channel.

HBO/SHOWTIME/CINEMAX

\$29.99 Monthly / \$359.88 Annually

Offers HBO (5 channels), HBO Family (2 channels), SHOWTIME (4 channels), Cinemax (3 channels), SHOWTIME Extreme and Fox Movie Channel.

HBO/SHOWTIME

\$20.99 Monthly / \$251.88 Annually

Offers HBO (5 channels), SHOWTIME (4 channels), SHOWTIME Extreme and Fox Movie Channel.

HBO®

\$10.99 Monthly / \$131.88 Annually

Offers HBO (5 channels) and HBO Family (2 channels).

SHOWTIME®

\$10.99 Monthly / \$131.88 Annually

Offers SHOWTIME (4 channels) and SHOWTIME Extreme.

NFL SUNDAY TICKET™

\$159.00 Annually

Working Sundays? Keep track of the scores of your favorite pro football games – up to 13 regular season games every Sunday. This hard-hitting action is only available on one digital TV service – DIRECTV! Local blackout rules apply.

NHL® CENTER ICE®

\$139.00 Annually

Get up to 30 action-packed regular season NHL games a week from outside your area plus select first and second round Stanley Cup® playoff games. You won't find more games anywhere else!

NBA LEAGUE PASS

\$507.00 Annually

Get incredible pro basketball action from outside your local area – as many as 40 regular season games a week.

MLB EXTRA INNINGS™

\$169.00 Annually

See up to 35 out-of-market regular season games a week, including exciting Interleague matchups. Not available on cable.

ESPN GAMEPLAN

\$99.00 Annually

Catch great college football action from top-ranked teams competing around the country – as many as 10 games every Saturday of the regular season.

ESPN FULL COURT

\$99.00 Annually

Enjoy great college basketball action from top-ranked teams competing around the country. Get hundreds of NCAA Division I games, many not available on cable or local networks.

MLS/ESPN SHOOTOUT™

\$69.00 Annually

Take a break and catch all of the excitement of America's professional soccer league. Choose from over 100 regular season games, plus up to 11 playoff matches.

WNBA SEASON PASS

\$147.00 Annually

Delivers up to 50 regular season WNBA games from outside your area. Not available on cable.

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PRIVATE OFFICE VIEWING ORDER FORM

DIRECTV Account #:

 (Required when changing information after account activation.)

Please complete form in black or blue ink only. You must complete this order form for initial orders and orders for additional services. To ensure timely processing, please fill in all sections of the order form. Note that some services require additional paperwork. Service activation will be delayed until complete paperwork is received.

Establishment Name

 Contact

/ /
 Date

DBA

Primary DIRECTV System Access Card No.

	Monthly	<input type="checkbox"/>	Annual	<input type="checkbox"/>
Office Choice™ (Service automatically renews)	\$64.99	<input type="checkbox"/>	\$779.00	<input type="checkbox"/>
Office Entertainment™ (Service automatically renews)	\$42.99	<input type="checkbox"/>	\$515.00	<input type="checkbox"/>
Office Information™ (Service automatically renews)	\$27.99	<input type="checkbox"/>	\$335.00	<input type="checkbox"/>
DIRECTV Sports Choice™ (Service automatically renews)	\$12.00	<input type="checkbox"/>	\$144.00	<input type="checkbox"/>
The Golf Channel (Service automatically renews)	\$ 6.95	<input type="checkbox"/>	\$ 79.95	<input type="checkbox"/>
Playboy TV (Service automatically renews)	\$12.99	<input type="checkbox"/>	\$155.88	<input type="checkbox"/>
Music Choice™ (Service automatically renews)	\$19.95	<input type="checkbox"/>	\$299.00	<input type="checkbox"/>
Entertainment Unlimited SM (Service automatically renews)	\$32.99	<input type="checkbox"/>	\$395.88	<input type="checkbox"/>
HBO®/Showtime/Cinemax (Service automatically renews)	\$29.99	<input type="checkbox"/>	\$359.88	<input type="checkbox"/>
HBO/Showtime (Service automatically renews)	\$20.99	<input type="checkbox"/>	\$251.88	<input type="checkbox"/>
HBO (Service automatically renews)	\$10.99	<input type="checkbox"/>	\$131.88	<input type="checkbox"/>
Showtime (Service automatically renews)	\$10.99	<input type="checkbox"/>	\$131.88	<input type="checkbox"/>

Regular Season Pricing

NFL SUNDAY TICKET™ (Non-refundable)	\$159.00	<input type="checkbox"/>
NHL® CENTER ICE® (Non-refundable)	\$139.00	<input type="checkbox"/>
NBA LEAGUE PASS (Non-refundable)	\$507.00	<input type="checkbox"/>
MLB EXTRA INNINGS _{SM} (Non-refundable)	\$169.00	<input type="checkbox"/>
ESPN GamePlan (Non-refundable)	\$ 99.00	<input type="checkbox"/>
ESPN Full Court (Non-refundable; '99/'00 pricing to come)	\$ 99.00	<input type="checkbox"/>
MLS/ESPN SHOOTOUT™ (Non-refundable)	\$ 69.00	<input type="checkbox"/>
WNBA SEASON PASS (Non-refundable)	\$147.00	<input type="checkbox"/>

Additional receivers are charged at \$4.99 per receiver for all activated programming

\$4.99 X _____ Receivers = _____

Total \$

Total Payment Enclosed* \$

(* INCLUDE APPLICABLE SALES TAX WITH TOTAL PAYMENT ENCLOSED)

Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.



PRIVATE OFFICE VIEWING ORDER FORM

Payment Options

Purchase orders not accepted

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):\$, .

Signature of Cardholder :

Date: / /

FREE HARDWARE PROGRAM

I have ordered and/or received my free DIRECTV System equipment from my sales agent

Authorized Customer Signature

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:

Sales Agent ID#:

Phone: -

Sales Agent Signature :

Kathleen Hensley Treas.

Date: / /

Account is responsible for all taxes charged on account services. DIRECTV will issue a bill for appropriate taxes after service has been authorized. If tax-exempt, submit tax exemption certificate and once approved, all accrued taxes will be refunded back to account. Program pricing does not include taxes. Service automatically renews based on original subscription length, provided DIRECTV carries this service, unless subscriber calls to cancel prior to the start of the term. Blackout restrictions apply to sports programming. To receive sports programming, your DIRECTV System receiver must be continuously connected to a land-based phone line. Commercial locations require an appropriate license agreement. Commercial signal theft is subject to civil and criminal penalties. Programming, pricing, terms and conditions subject to change. Hardware and programming sold separately. Equipment specifications may vary in Alaska and Hawaii. DIRECTV System dual-LNB dish required to feed multiple receivers with a single dish. Entertainment Unlimited is a service mark and DIRECTV, DIRECTV Sports Choice, Office Choice, Office Entertainment and Office Information are trademarks of DIRECTV, Inc., a unit of Hughes Electronics Corp.



DIRECTV[®] COMMERCIAL VIEWING AGREEMENT

Effective as of January 1, 1999, until replaced

This is your copy of the Commercial Viewing Agreement ("Agreement") between DIRECTV and you as a commercial customer of DIRECTV. This Agreement is applicable only to commercial establishments or entities at which persons will view the service(s), as defined below and/or in the Viewing Addendum supplied to you herewith and incorporated herein by this reference ("Addendum"). Please keep a copy of the Agreement and the Addendum for your records and return the signed originals to DIRECTV.

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

"You," "your," or "Customer" means the sole proprietorship, partnership, or corporation identified below that is responsible for the payment of fees and charges to DIRECTV;

"Applicable Fees and Charges" means the fees and charges identified below;

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

"DIRECTV System" means the equipment (e.g., a receiver unit, Access Card, remote control unit, and receiving antenna) that is used to receive DIRECTV programming services;

"Marks" means any trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like 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, including, but not limited to, DIRECTV, and any identifying indicia used in connection with any programming service distributed by DIRECTV; and

"Service(s)" means DIRECTV programming as set forth more fully in the Addendum.

1) AGREEMENT TO TERMS AND CONDITIONS:

Customer promises to pay amounts billed by DIRECTV for the Services and related fees, taxes, and charges. Customer agrees that DIRECTV has the right to require payment in advance of activation of Customer's account for any or all services, related fees, taxes and charges. Customer authorizes DIRECTV to make inquiries into Customer's credit worthiness, including receipt and review of credit bureau information. And, based on the results of such credit inquiry, DIRECTV may, in its sole discretion, refuse to provide Services to Customer, notwithstanding any prior execution of the Agreement by Customer. Customer also agrees to the other terms and conditions of this Agreement as stated below in addition to those contained in the Addendum to this Agreement. DIRECTV reserves the right to change these terms and conditions, including the Applicable Fees and Charges. 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 fourteen (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. In addition, the individual terms and conditions of this Agreement, whether or not modified, shall survive the cancellation of your service.

2) BILLING STATEMENTS AND PAYMENTS:

DIRECTV will send you a statement for each billing cycle in which you have an outstanding balance (usually once every thirty (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. DIRECTV reserves 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, DIRECTV has the right to inactivate your service upon the expiration of any applicable grace period with respect to the amount due. DIRECTV may, but is 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. Administrative Late Fees will be assessed monthly as allowed by applicable law until the total outstanding account balance, including Administrative Late Fees and all other charges, are paid. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, DIRECTV can, but is not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement.

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 (e.g., Administrative Late Fees, Returned Payment Fees, Reactivation Fees) and any other fees as provided for in this Agreement or by applicable law; and
- c) all taxes or other governmental fees, including, but not limited to, payment of all federal, state, local, and user taxes, franchise fees, and other charges, if any, 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 DIRECTV, your annual subscription may, at DIRECTV's sole discretion, be converted to a monthly subscription. This conversion will prorate your annual subscription and all monies owed to DIRECTV 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) WHAT TO DO WHEN THERE IS A QUESTION 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 indicated above or by calling 1-888-200-4388. DIRECTV is committed to responding to you and resolving any disputes you have as promptly as we can. You must call DIRECTV Customer Service or mail all correspondence separately to the address indicated above. If you would like to contact us in writing, please include the following information: a) Your name and account number, b) the dollar amount in question; c) a description of the suspected error (explain, if you can, why you believe there is an error); d) any suggestions you may have for solving the problem. If you need more information about an item, describe the item and what information you need. Call or write as soon as possible. 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.

5) CLOSING YOUR ACCOUNT:

You may inactivate or modify services you receive, or cancel your account, by notifying DIRECTV Customer Service. Your notice becomes effective when received by us. If you cancel your account, you are still responsible for payment of all outstanding balances accrued through the date of cancellation or a early termination fees or penalties pursuant to this Agreement and the terms and conditions of any other promotional offer which you participated in. DIRECTV will credit your final statement for any amounts prepaid or paid in advance by you, with the exception of non-refundable payments. If you do not pay in full the amount due on your final statement, any outstanding balances will continue to accrue Administrative Late Fees and other charges as permitted by law and will be subject to the terms and conditions of the Agreement.

6) FEES AND CHARGES:

You understand and agree that DIRECTV does 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 as prescribed by law in the state in which your service address is located and if not so prescribed, are reasonably related to the actual expense DIRECTV incurs or is 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 ordered by you or any of the charges stated below, you understand and agree that DIRECTV may report such late payment or non-payment to the appropriate credit reporting agencies. In addition to the amounts due for DIRECTV programming services, you agree to pay the charges referenced below.

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 DIRECTV agrees to replace the Access Card upon your request. You may be charged an Access Card Replacement Fee up to the amount of \$89.00 (\$50.00 is credited if old card is returned to DIRECTV in good condition). If you return your old Access Card to DIRECTV Commercial Accounts, you may receive partial credit to your account. If you request overnight delivery of the replacement Access Card, you must pay the cost incurred by DIRECTV for shipping the Access Card plus a handling fee (the Overnight Delivery Fee) in the amount of \$16.50. Access Cards are non-transferable. Your Access Card will only work in the DIRECTV System receiver unit that came with it.

Administrative Late Fee: If your payment is not received by DIRECTV before your next statement is issued, you may be charged an Administrative Late Fee up to the amount of \$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 up to the amount of \$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, DIRECTV may require a deposit before reactivating your programming service. Amounts deposited by you will appear on your statement as credits, and programming service charges and other fees will be deducted each billing cycle in which you have an outstanding balance from the deposit amount. Deposits shall not earn or accrue interest.

Duplicate Statement Fee: For each statement copy that you request, you may be charged a Duplicate Statement Fee up to the amount of \$5.00.

Reactivation Fee: If your DIRECTV programming service is inactivated because of your failure to pay past due amounts and you want to reactivate the service, you agree to pay a Reactivation Fee up to the amount of \$15.00, in addition to bringing your account up to date by payment in full of any outstanding balance, fees, and charges. If your DIRECTV programming service is inactivated in accordance with your request and you want to reactivate the service, we may charge you, and you agree to pay, the Reactivation Fee.

Returned Payment Fee: If the bank or other financial institution on which your payment is drawn refuses to pay DIRECTV for any reason and the check, money order, credit card payment, or any other instrument is returned to DIRECTV unpaid, you agree to pay a Returned Payment Fee up to the amount of \$10.00.

7) CHANGES IN PROGRAMMING SERVICE AND FEES:

DIRECTV reserves 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, DIRECTV will notify you of the change and its effective date. In most cases, where the change is within our control, notice will be approximately one (1) month in advance. 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 thirty (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.

8) COLLECTION OF AMOUNTS OWED TO DIRECTV:

If DIRECTV chooses to use any collection agency or attorney to collect money that you owe us or to assert any other right which DIRECTV may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys' fees, and court costs, as provided by applicable law (including but not limited to, negligence).

9) SERVICE RENEWAL:

DIRECTV programming services that you subscribe to on a periodic basis may be renewed automatically, provided DIRECTV continues to carry the service, unless you contact DIRECTV Customer Service to cancel the services. Certain

subscriptions may be non-returnable and non-proratable once the renewal fee is paid. Also see Addendum if applicable.

10) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES:

DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. DIRECTV'S LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. DIRECTV 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 DIRECTV HAS 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. DIRECTV ALSO IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT. IN ADDITION, DIRECTV 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 DIRECTV 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.

11) ACCESS CARDS:

DIRECTV System Access Cards are the property of News Datacom, Inc. and any tampering or other unauthorized modification to the Access Card may result in, and subject you to, legal action.

12) 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 five (5) days after such removal, or else you may be liable for payment to DIRECTV for unauthorized use of your DIRECTV System. You will not be liable for unauthorized use after we have received your notification.

13) 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:

- a) Admission may not be charged for the viewing of, or listening to, any Service(s) provided by DIRECTV;
- b) 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;
- c) 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 DIRECTV or at any location other than that which has been authorized by DIRECTV, you shall notify DIRECTV immediately and cooperate with DIRECTV, at DIRECTV's expense for reasonable out-of-pocket expenses, in taking steps to prevent such unauthorized use;
- d) No Service provided to Customer under this Agreement may be used for any unlawful purpose and Customer shall abide by any and all federal, state, and local rules and regulations applicable to its use and/or exhibition of the Services;
- e) Customer agrees that all Services will be exhibited in entirety, in original form and as provided by DIRECTV, without any modifications, additions (including the addition of a crawl line), or deletions to any of the Services;
- f) Customer shall not use any of the Marks for any purpose whatsoever and, accordingly, Customer agrees not to do so unless Customer receives express written consent from DIRECTV;
- g) Customer must execute and abide by any and all agreements required by programming provider(s) in connection with Customer's use and/or DIRECTV's provision of such programming services to Customer and

shall be subject to the enforcement of such agreement by DIRECTV (or such programming provider(s)); and

h) Any additional rules of use contained in the Addendum.

DIRECTV, or its authorized agent, shall have the right to inspect your DIRECTV System at any time during your normal business hours. If, at DIRECTV's sole discretion, DIRECTV determines that you are in breach of any of these rules for use, as such may be amended from time to time, or of any other of your obligations under this Agreement, DIRECTV may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described in Section 14 below, you are still responsible for payment of all outstanding balances accrued through the date of inactivation. DIRECTV will credit your account for any amounts prepaid or paid in advance by you, with the exception of non-refundable payments. If you do not pay in full such amounts when due, those amounts will continue to accrue Administrative Late Fees and other charges as permitted by law and will be subject to the terms and conditions of this Agreement.

14) PROGRAMMING BLACKOUTS; INDEMNIFICATION:

Certain programming Services transmitted by DIRECTV (including, without limitation, subscription services, pay per view programming, sports events, and/or the broadcast network services) 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.

15) CHANGE OF NAME, ADDRESS, OR TELEPHONE NUMBER:

You agree to give us prompt notice of your change of name, billing address, service address at which the DIRECTV equipment is located, and telephone number. You may do this by notifying DIRECTV Customer Service by telephone or in writing. In addition, you agree to promptly notify DIRECTV of any change of telephone number associated with any DIRECTV System receiver.

16) ASSIGNMENT OF ACCOUNT:

DIRECTV may sell, assign, or transfer your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to DIRECTV in accordance with your billing statement.

17) SALE/TRANSFER OF EQUIPMENT/PROGRAMMING SERVICES:

You agree to notify DIRECTV immediately, but in any event not more than five (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 of your rights and obligations under this Agreement without our prior written consent. If you do, DIRECTV may inactivate your service.

18) APPLICABLE LAW:

The terms and conditions in this Agreement, including all matters relating to their validity, construction, performance, and enforcement, shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws of the State of California. These terms and conditions 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.

19) NOTICE:

Notices to you shall be deemed given when deposited in the U.S. mail or with an overnight courier and addressed to you at your last known billing or service address, hand delivered to you or your place of business, or sent by facsimile transmission to you at your last known facsimile number. We reserve the right to provide notice to you electronically or by telephone, and such notice shall be deemed given when left with you. Your notice to us shall be deemed given when received by us.

20) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY:

By the signature below, Customer indicates its unconditional acceptance of the terms and conditions contained in this Agreement. Customer certifies that all of the below-referenced information is true and correct. Customer understands that its provision of any false or misleading information shall be deemed by DIRECTV 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, that this Agreement is binding upon the party for whom (s)he has signed, and that the signature of no one else is required to bind that party. Each individual executing this Agreement on behalf of a corporation represents and warrants that (s)he is duly authorized to execute and deliver the Agreement on behalf of such corporation, in accordance with a duly adopted resolution of the Board of Directors of such corporation or in accordance with the by-laws of such corporation, and that this Agreement is binding to such corporation in accordance with its terms. Neither party shall be or hold itself out as the agent of the other under this Agreement.

21) MINIMUM LEVEL OF SERVICE:

As a condition of its provision of certain programming services to you, DIRECTV may require that you purchase and maintain a minimum level of programming services.

22) ARBITRATION:

Any controversy, claim, dispute or disagreement arising out of, or relating to, this Agreement or any services provided by DIRECTV 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 "Rules"). 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, including the cost of the record or transcripts thereof, if any, administrative fees, attorneys' fees and all other fees involved, 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.

23) FULL DISCLOSURE:

You have had the opportunity to review this Agreement before execution. You also 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 fully informed yourself of the contents, terms, conditions, and effects of this Agreement, have read the entire Agreement and fully understand all of the terms.

24) ENTIRE AGREEMENT:

This Agreement, addenda and attachments, if any, contain the entire understanding of the parties and supersedes any other prior negotiations, discussions, and agreements between you and DIRECTV. There are no representations, promises, warranties, understandings or agreements, express or implied, oral or otherwise, except those that are expressly referred to or set forth in this Agreement, addenda and attachments.

AGREED TO AND ACCEPTED BY CUSTOMER:

[Empty signature box]

Authorized Customer Signature

Date

[Empty name box]

Name of Authorized Officer/Agent & Title

[Empty name box]

Name of Commercial Establishment



PRIVATE OFFICE VIEWING ADDENDUM TO DIRECTV® COMMERCIAL VIEWING AGREEMENT

Effective as of January 1, 1999, until replaced

As set forth below this Addendum ("Addendum") modifies the terms of the DIRECTV Commercial Viewing Agreement (the "Agreement") as executed by Customer. Terms not defined herein shall have the meaning ascribed to them in the Agreement. The following provisions are hereby incorporated into the terms and conditions of the Agreement:

1) REPRESENTATIONS, WARRANTIES AND COVENANTS:

Notwithstanding anything to the contrary of the Agreement, Customer acknowledges and agrees that the Agreement is applicable only to commercial establishments at which persons will view the Services (as defined below) in areas that are not accessible to the public. Customer represents and warrants that Customer 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. Customer further represents and warrants that its primary business is neither a satellite master antenna television ("SMATV") supported facility containing multiple individual commercial units or in the hospitality and/or restaurant/bar industries and is not accessible to the public.

2) DEFINITIONS:

"Service(s)" means DIRECTV programming (including subscription, sports, music and other programming), any DIRECT TICKET® Pay Per View services available to you, and any other service that we provide to you pursuant to the Agreement.

3) AGREEMENT TO TERMS AND CONDITIONS:

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

4) FEES AND CHARGES:

Additional DIRECTV System Receiver Authorization Fee: DIRECTV 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. DIRECTV reserves 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.

DIRECT TICKET Order Assistance Fee: The most convenient method of ordering DIRECT TICKET 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 as described in section 5b below. If you order a DIRECT TICKET movie or event over the telephone by calling DIRECTV Customer Service, a DIRECT TICKET Order Assistance Fee up to \$10.00 may be charged to your account for each DIRECT TICKET movie, event, or other service that you order with Customer Service's assistance, whether or not you later cancel the order.

5) RULES FOR USE — TERMINATION:

- (a) The music services, including Music Choice, 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.
- (b) You shall comply with all applicable DIRECTV requirements with respect to directly and continuously connecting the DIRECTV System Receivers identified in the Application to the land telephone line identified therein as being associated with each such receiver. Information regarding programming services that you have ordered is transmitted via the land telephone lines(s) identified therein. During this short information transmission period you may not have the ability to otherwise use the telephone line.
- (c) The Services may not be viewed in areas accessible to the public and/or common areas, or where food and drinks are sold. In addition, DIRECTV may immediately inactivate any or all Services provided to you if the telephone line(s) identified therein are not performing in accordance with DIRECTV's basic requirements.

6) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY:

In addition, no invitee of Customer shall be deemed to have any privity of contract or direct contractual or other relationship with DIRECTV by virtue of the Agreement or DIRECTV's delivering of the services.

In the event that Customer fails to fully comply with the provisions of this Addendum and the terms and conditions set forth in the Agreement, DIRECTV may inactivate Customer's DIRECTV Services as specified in the Agreement.

Except as expressly supplemented and modified herein, the terms of the Agreement continue unmodified and in full force and effect.

Customer Name and Title (please print)

Name of Commercial Establishment

Authorized Customer Signature

Date



COMMERCIAL CUSTOMER INFORMATION FORM

DIRECTV Account #:

 (Required when updating information after account activation.)

Customer Name

DBA

Contact Name

Service Address (Street address must be given)

City

State

Zip

/ -
Service Phone Number Ext.

/ -
Service Fax Number

Billing Address

City

State

Zip

/ -
Billing Phone Number Ext.

/ -
Billing Fax Number

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.

(Public, Semi-Public Only):

Estimated Viewing Occupancy:

Fire Code Occupancy (attach copy of certificate)

Please check your applicable type of establishment.

PUBLIC VIEWING: BAR/LOUNGE FAMILY RESTAURANT FINE DINING FAST FOOD SERV BREW/PUB ENTERTAINMENT

SEMI - PUBLIC VIEWING: HEALTH CLUBS LOBBY PRIVATE CLUBS (AIRLINES,GOLF) DORMITORY RETAIL WAITING ROOM

PRIVATE VIEWING: PRIVATE OFFICE

OTHER: _____

Customer Name

Customer Authorized Signature

Printed Name and Title

Date

ORBIT COMMUNICATION CORP.

Dealer Company Name

Kathleen Hesek Treas.

Sales Representative Signature

KATHLEEN HESEK

Printed Name

1683870

DIRECTV Assigned Dealer Number

