



Dear Prospective DIRECTV Commercial Customer:

Thank you so much for your interest in DIRECTV® Commercial Programming. You will find with the enclosed that DIRECTV has the widest selection of sports, informational and entertainment programming available anywhere.

Whether your need is entertainment or business-oriented programming, we carry 100% digital-quality video and audio offerings. We understand that your goal is to drive revenue with our programming. Here are some of the highlights of our programming packages:

- High-Definition (HDTV) programming*
- CNN, Fox News, Weather Channel and more
- NBA TV, NHL and NFL Networks plus a wide variety of out-of-market sports programming
- Local Channels

We hope you decide to choose our service for your hotel, motel, dormitory or assisted living facility. Our customer service and dealer network are the best in the business. We encourage you to work with one of our dealers in the field who will help you identify a lineup that will address your clientele's unique programming needs. Whether it's music, sports or news, DIRECTV is your solution.

Please call our 24-hour, 7-day-per-week Business Service Center for more information, at 1-800-388-2505.

Best Regards,
Rod C. Keller Jr.
Vice President, Commercial
DIRECTV, Inc.
Contact us at commercialvoice@DIRECTV.com

*To access DIRECTV HD programming, a five-LNB Multi-Satellite Dish, a DIRECTV HD Receiver and HD television equipment are required. Programming subject to change at any time. ©2010 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners.



Commercial Lodging and Institutions Set-Up and Activation Instructions

Lodging and Institutions: DIRECTV® programming that is provided to hotel, motel, dormitory or assisted living type facilities with multiple subscriber units. To subscribe, please complete the following:

- 1 Read the enclosed materials. Be sure to review the Lodging and Institutions SMATV Viewing Agreement carefully, and then choose the programming you wish to receive.

- 2 Install and test all receivers using the DIRECTV® installation test channels (100 and 493). Make sure that the following installation steps have been completed:
 - A dedicated receiver (IRD) is required for each channel selected, as indicated on the Equipment Information Form.
 - A DIRECTV dish antenna must be installed and connected to all receivers and the dish positioned properly.
 - All DIRECTV® System access cards must be seated in their assigned receivers for the appropriate service.

- 3 Forward the completed paperwork to DIRECTV:
 - Lodging and Institutions SMATV Viewing Agreement Signature page (Page 8)
 - Lodging and Institutions Customer Information Form (Pages 9 & 10)
 - Lodging and Institutions Equipment Information Form (Page 11)
 - Lodging and Institutions Programming Order Form (Pages 12 & 13)
 - Tax Exempt Certificate, if applicable (required if property is tax exempt; government agencies, non-profit organizations and direct payment agreements only).

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

Overnight Delivery
DIRECTV Business Service Center
15001 NW 79th Court
Miami Lakes, FL 33016

Phone: 1-800-388-2505

FAX: 1-800-933-4631

NOTE: DIRECTV will verify that all required paperwork is accurate and complete. Once complete paperwork is received, your account will be activated within 24 hours. If you have any questions, please call us at 1-800-388-2505.



Commercial Lodging and Institutions Rate Card

HD Access to DIRECTV HD programming requires a DIRECTV HD Receiver, HD television equipment and an HD Access fee of \$0.25 per room per month.
Access fee is required in order to receive ANY HD channel within any package

PURCHASING GUIDELINES: All rates are per Subscriber Unit* per month with a minimum of 20 subscriber units and \$25 in programming services**. Charges must be based on 100% of the subscriber units at all times. With the exception of ESPN, the property does not have to display all feeds or channels in a package. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.

IN-ROOM CHOICE™ Choose from over 100 of the most popular channels to fit your programming needs.
 Including over 45 spectacular HD channels like A&E, HGTV, TNT, USA, The Weather Channel and more.

\$2.95
PER UNIT

The 101 Network ^{HD}	E! Entertainment Television	Jewelry Television Network	Sleuth
A&E ^{HD}	ESPNU ^{HD}	Lifetime ^{HD}	SOAPnet
ABC Family ^{HD}	Food Network ^{HD}	Lifetime Movie Network	Speed ^{HD}
AMC	Fox Business Network ^{HD}	LOGO	Spike TV ^{HD}
Animal Planet ^{HD}	Fox Movie Channel	Military Channel	Sportsman Channel
BET ^{HD}	Fox News Channel ^{HD}	MLB Network ^{HD}	Syfy ^{HD}
Big Ten Network ^{HD}	Free Speech TV†	The Mtn. (MountainWest Sports)	TBS ^{HD}
Biography Channel ^{HD}	FUEL TV ^{HD}	MSNBC ^{HD}	Tennis Channel ^{HD}
Bloomberg Television	Fuse	MTV ^{HD}	TLC ^{HD}
Bravo ^{HD}	FX ^{HD}	MTV2	TNT ^{HD}
Cartoon Network (East) ^{HD}	G4	Nat Geo WILD	Travel Channel ^{HD}
Cartoon Network (West)	GOD TV†	National Geographic Channel ^{HD}	truTV
CBS College Sports ^{HD}	Golden Eagle Broadcasting†	NBA TV ^{HD}	TV Guide Channel
Chiller	Golf Channel ^{HD}	NFL Network ^{HD}	TV Land
CMT ^{HD}	Gospel Music Channel	NHL Network ^{HD}	TV One
CNBC ^{HD}	GSN: the network for games	Nickelodeon/Nick at Nite (East) ^{HD}	USA Network ^{HD}
CNN ^{HD}	HDNet ^{HD (only in HD)}	Nickelodeon/Nick at Nite (West)	Versus ^{HD}
Comedy Central ^{HD}	HD Theater ^{HD (only in HD)}	Oprah Winfrey Network	VH1 Classic
Cooking Channel	Headline News	Ovation TV	VH1 ^{HD}
C-SPAN	HGTV ^{HD}	Oxygen	WE: Women's Entertainment
C-SPAN2	History ^{HD}	Planet Green ^{HD}	The Weather Channel ^{HD}
Current TV	History International	REELZ Channel	
Discovery Channel ^{HD}	Independent Film Channel	RFD-TV	
Documentary Channel	Investigation Discovery	Science Channel ^{HD}	

ESPN Package ^{HD} Your customers will enjoy 6 channels from a leader in sports coverage. - *At a minimum ESPN, ESPN2, ESPNNews and ESPNU must be displayed at all times.*

\$4.25
PER UNIT

ESPN ^{HD}	ESPNEWS ^{HD}	ESPN Classic
ESPN2 ^{HD}	ESPNU ^{HD}	ESPN Deportes

HD Business Package ^{HD} Enhance your HD experience with a special group of HD-only channels. - *Requires subscription to IN-ROOM CHOICE or The Fundamentals*

\$0.25
PER UNIT

Crime & Investigation ^{HD}	HDNet Movies ^{HD}	Palladia ^{HD}	Smithsonian ^{HD}
Hallmark Movie Channel ^{HD}	MGMHD ^{HD}	Sony Movie Channel ^{HD}	Universal ^{HD}

The Fundamentals Package ^{HD} An exciting lineup of our most-popular channels.

\$1.80
PER UNIT

The 101 Network ^{HD}	C-SPAN2	HDNet ^{HD (only in HD)}	TLC ^{HD}
Bloomberg Television	Discovery Channel ^{HD}	Headline News	TNT ^{HD}
Cartoon Network (East) ^{HD}	Fox News Channel ^{HD}	National Geographic Channel ^{HD}	USA Network ^{HD}
Cartoon Network (West)	FX ^{HD}	Speed ^{HD}	The Weather Channel ^{HD}
CNN ^{HD}	HD Theater ^{HD (only in HD)}	TBS ^{HD}	

Family Favorites Package ^{HD} Includes a collection of great channels that will appeal to all ages.

\$0.55
PER UNIT

ABC Family ^{HD}	Discovery Fit & Health (Formerly, FitTV)	Investigation Discovery	Planet Green ^{HD}
AMC	HDNet ^{HD (only in HD)}	Military Channel	The Hub
Animal Planet ^{HD}	HD Theater ^{HD (only in HD)}	Oprah Winfrey Network	TLC ^{HD}
Discovery Channel ^{HD}			

Great Entertainment Package ^{HD} The package showcases popular music and entertainment channels.

\$0.55
PER UNIT

Comedy Central ^{HD}	MTV ^{HD}	Nickelodeon/Nick at Nite (East) ^{HD}	VH1 ^{HD}
Lifetime ^{HD}	MTV2	Nickelodeon/Nick at Nite (West)	

*Subscriber Units are defined as follows: **Hotel/Motel:** Total number of available rooms; **Hospital:** Total number of televisions in patient's rooms on premises; **Dormitory, Office Building, All Others:** Total number of cable drops connected to delivery system. **\$25 minimum not required for activation of Local Channels. HDNet HD included with HD Access Service. † MPEG4 equipment and required.

Facts & Fantasy Package^{HD} A world of science fiction fused with reality.	\$0.27 PER UNIT
E! Entertainment Television, Syfy ^{HD} , truTV	

Business Networks Package^{HD} A group of essential business networks, featuring up-to-date minute news.	\$0.55 PER UNIT
Bloomberg Television, CNBC ^{HD} , Fox News Channel ^{HD} , MSNBC ^{HD}	

Adventure Package^{HD} Embark on a round-the-world expedition without leaving the room.	\$0.55 PER UNIT
Cooking Channel, DIY Network, National Geographic Channel ^{HD} , The Outdoor Channel	

Music Extra Package^{HD} Great entertainment channels featuring programming for music lovers of all ages.	\$0.38 PER UNIT
CMT ^{HD} , Fuse, GAC, Spike TV ^{HD}	

Local Channels^{HD} Includes all local channels available in your market	\$41.99 PER PROPERTY
---	--------------------------------

PREMIUM PACKAGES

HBO® Package^{HD} up to 6 channels with HD Access	\$3.50 PER UNIT
HBO® ^{HD} , HBO® West ^{HD} , HBO® 2 East ^{HD} , HBO® 2 West, HBO Family East, HBO Family West, HBO Latino®, HBO Signature, HBO Zone East ^{HD Only}	

Cinemax® Package^{HD}	\$3.50 PER UNIT
Cinemax® ^{HD} , Cinemax® West ^{HD} , MoreMAX	

SHOWTIME UNLIMITED® Package^{HD} up to 11 channels with HD Access	\$5.00 PER UNIT
FLIX®, SHOWTIME® ^{HD} , SHOWTIME® West ^{HD} , Showtime 2 ^{HD} , Showcase ^{HD} , Showtime Extreme ^{HD} , Showtime Beyond ^{HD Only} , Showtime Next ^{HD Only} , Showtime Women ^{HD Only} , Sundance Channel®, The Movie Channel™ East ^{HD} , The Movie Channel™ West, TMC Xtra ^{HD Only}	

SHOWTIME®, FLIX® and Sundance Channel® Package^{HD} up to 9 channels with HD Access	\$4.10 PER UNIT
FLIX®, SHOWTIME® ^{HD} , SHOWTIME® West ^{HD} , Showtime 2 ^{HD} , Showcase ^{HD} , Showtime Extreme ^{HD} , Showtime Beyond ^{HD Only} , Showtime Next ^{HD Only} , Showtime Women ^{HD Only} , Sundance Channel®	

SHOWTIME® Package^{HD} up to 7 channels with HD Access	\$3.00 PER UNIT
SHOWTIME® East ^{HD} , SHOWTIME® West ^{HD} , Showtime 2 ^{HD} , Showcase ^{HD} , Showtime Extreme ^{HD} , Showtime Beyond ^{HD} , Showtime Next ^{HD Only} , Showtime Women ^{HD Only}	

STARZ® SUPER PACK^{HD} up to 12 channels with HD Access plus all 6 theme channels	\$3.75 PER UNIT
Encore® East ^{HD} , Encore® West, Encore Action, Encore Drama, Encore Love, Encore Mystery, Encore Wam, Encore Westerns, Starz® East ^{HD} , Starz® West ^{HD} , Starz Edge ^{HD} , Starz InBlack, Starz Cinema ^{HD Only} , Starz Comedy ^{HD Only} , Starz Kids & Family ^{HD Only}	

STARZ® / Encore® + 3 Themes (7 channels)	\$3.30 PER UNIT
--	---------------------------

STARZ® / Encore® + 2 Themes (6 channels)	\$3.15 PER UNIT
--	---------------------------

STARZ® / Encore® + 1 Theme (5 channels)	\$3.00 PER UNIT
---	---------------------------

STARZ® / Encore® (4 channels: Starz®, Starz® Edge, Starz® InBlack and Encore®)	\$2.50 PER UNIT
--	---------------------------

Encore® + 6 Themes (7 channels)	\$1.95 PER UNIT
---------------------------------	---------------------------

Encore® + 3 Themes (4 channels)	\$1.35 PER UNIT
---------------------------------	---------------------------

Encore® + 1 Theme (2 channels)	\$0.95 PER UNIT
--------------------------------	---------------------------

Encore®	\$0.75 PER UNIT
---------	---------------------------

STAND-ALONE AND BUNDLED SERVICES

A&E ^{HD} , History ^{HD} , Oprah Winfrey Network	\$0.35	FX ^{HD}	\$0.30
BabyFirstTV	\$0.20	The Golf Channel ^{HD}	\$0.25
BBC America, Current TV	\$0.20	GoTV ^{HD}	\$0.20
BET ^{HD} , GSN	\$0.15	HGTV ^{HD} , Food Network ^{HD} , Travel Channel ^{HD}	\$0.15
Big Ten Network ^{HD}	\$0.25	LOGO	\$0.15
Bravo ^{HD} , IFC, WE: Women's Entertainment	\$0.35	MLB Network ^{HD}	\$0.40
C-SPAN and C-SPAN2	\$0.08	NBA TV ^{HD}	\$0.35
CBS College Sports ^{HD}	\$0.15	NFL Network ^{HD}	\$0.30
Disney Channel (East) ^{HD} , Disney Channel (West), Disney XD ^{HD}	\$0.75	Nicktoons, Nick Jr, TeenNick and PBS Kids Sprout	\$0.30
ESPN ^{HD}	\$5.15	Speed ^{HD}	\$0.25
ESPN ^{HD} & ESPN2 ^{HD}	\$4.40	Sundance Channel®	\$0.35
ESPN ^{HD} , ESPN2 ^{HD} & ESPNEWS ^{HD}	\$4.30	Tennis Channel ^{HD}	\$0.25
Fox Movie Channel	\$1.00	Turner Classic Movies (TCM)	\$0.30
Fox News Channel ^{HD}	\$0.50	TV Land, Lifetime Movie Network and The Hallmark Channel ^{HD}	\$0.25
Fox Soccer Channel ^{HD}	\$0.20	TVG The Interactive Horseracing Network	\$0.15
Fox Soccer <i>Plus</i> ^{HD} (Games only)	\$0.20	Versus ^{HD}	\$0.35
FUEL TV ^{HD}	\$0.20	WGN America ^{HD}	\$0.14

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

\$0.18
PER UNIT

Alternative: Coffeehouse Rock	Holiday & Happenings	Pop/Adult Contemporary: Love Songs	Sonic Tap: Latin Hits
Alternative: Flashback/New Wave	Instrumental: Beautiful Instrumentals	Pop/Adult Contemporary: Y2K Hits	Sonic Tap: Latin Jazz
Bluegrass: Bluegrass	International: Reggae	Pop/Adult: Today's Hits	Sonic Tap: Mariachi
Classic Rock Workout	Irish	PUMP!	Sonic Tap: Music of the Americas
Classic Rock: Classic Hits Blend	Italian Bistro Blend	Rat Pack	Sonic Tap: Regional Mexican
Classical: Light Classical	Italian Contemporary	Religious: Gospel Glory	Sonic Tap: Rock en Espanol
Classical: Symphonic	Jazz	Religious: Hallelujah	Sonic Tap: Salsa
Country: Hit Country	Jazz: Big Band/Swing	Religious: The Spirit	Specialty: 8-Tracks
Country: Honky Tonk Tavern	Jazz: Classic Jazz Vocal Band	Rock: Adult Alternative	Specialty: Be-Tween
Country: Modern Country	Jazz: Smooth Jazz	Rock: Alternative	Specialty: Blues
Country: Red, Rock and Blues	Latin: Bailamos!	Rock: Classic Rock	Specialty: The Playground
Country: Traditional Country	Metro Blend	Rock: College Rock	Standards: Showtunes
Dance: Dance	Modern Workout	Rock: Full Metal Jacket	Standards: Silver Screen
Dance: Retro Disco	Oldies: 60's Revolution	Rock: Hair Guitar	Standards: Singers-Songwriters
Dance: SubTerranean	Oldies: 70's Hits	Rock: Ink'd	Tranquility
Familiar Favorites	Oldies: 80's Hits	Rock: Reality Bites	Urban: Classic R&B
Folk: Folk Rock	Oldies: Malt Shop Oldies	Rock: Soft Hits	Urban: Hot Jamz (Hip Hop)
Great Standards	Piano	Rock: Spike †	Urban: Hype †
Groove Lounge	Pop/Adult Contemporary: 90's Hits	Sonic Tap: Carnaval Brasileiro	Urban: Old School Funk
Health & Fitness: New Age	Pop/Adult Contemporary: Adult Contemporary	Sonic Tap: Fiesta Tropical	Urban: Silky Soul
Health & Fitness: Zen	Pop/Adult Contemporary: Hottest Hits	Sonic Tap: Hurbano	Urban: The Boombox †

† Contains explicit lyrics

REGIONAL SPORTS NETWORKS (ZIP code confirmation required)

Altitude Sports and Entertainment ^{HD}	\$0.99
Comcast SportsNet California ^{HD}	\$0.99
Comcast SportsNet Chicago ^{HD}	\$0.99
In-Market Regional Sports Networks	\$0.99
Sports Time Ohio ^{HD}	\$0.99
SportsNet New York ^{HD}	\$0.99
SportSouth ^{HD} (only available in certain areas of the U.S.)	\$0.99
YES Network ^{HD} : In Market – NY, NY DMA	\$1.75
Out of Market – Available to viewers in NY, CT, and portions of NJ and PA	\$1.50

INTERNATIONAL PROGRAMMING

Azteca Azteca America and Azteca Mexico	\$0.15
BanglaDirect™* Disha India, ETV Bangla	\$0.15
Disha India*	\$0.15
FilipinoDirect™* Includes ABS-CBN News Channel, Cinema One Global, 101.9 for Life, DZMM Radio Patrol, The Filipino Channel, GMA Pinoy TV, Kapamilya, MYX, GEM NET and GMA Life TV	\$0.35
HindiDirect®** II Includes Disha India, FILMY, MTV India, NDTV, NDTV Good Times, NDTV Profit, Star Plus, Star News, Star Gold, Star One, UTV Movies, Willow Cricket	\$0.35
Jadeworld®*** TVB1, TVB2, TVBS, TVB Entertainment, CCTV-4 and Tai Seng Entertainment	1-999 units-\$200 1,000+ units-\$400
KoreanDirect™ CTS, EBS, MBC, Radio Korea, SBS, SBS Plus TAN TV and YTN	\$0.25
MandarinDirect® III* Includes Charming China, Phoenix Info News, Phoenix North American TV, CTI Zhong Tian, TVB8, TVBS, Tai Seng Sat TV and CCTV4	\$0.15
RTR Planeta* "Kultura" and "Rossiya"	\$0.15
RussianDirect™* Channel One Russia Worldwide, Dom Kino, Muzika Pervogo, TVNanny and Vremya: Retro Channel	\$0.35
RussianDirect™ II* Channel One Russia Worldwide, Dom Kino, Muzika Pervogo, Rossiya 24, RTR Planeta, RTVi, TVNanny and Vremya	\$0.40
TeluguDirect®* Disha India, ETV Teluga	\$0.15
TFC Direct™* Includes ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, GEM NET, Kapamilya Channel and MYX	\$0.25
Univision^{HD} & Galavisión	\$0.15
VietDirect™HONVIETV* Includes HONIETV, SBTN, TVB Vietnam, Little Saigon Radio, Tai Seng Vietnam, Vien Thao	\$0.15
VietDirect™ VHN* Includes SBTN, VHN-TV, TVB Vietnam, Little Saigon Radio, Tai Seng Vietnam, Vien Thao	\$0.15
Bonus Channels: MHz Worldview, CCTV-9 and GEM NET Included with any International package with Multi-Satellite System	\$0.00

Free Add-On^{††} (Bloomberg Television, The Church Channel, FitTV, HSN, QVC, ShopNBC)

Complimentary Channels^{††} (Satellite 101: BYU TV, Christian Television Network, C-SPAN, Daystar, EWTN, Link TV, NASA TV, NRB Network, TBN, TCT Network, The Word, World Harvest Television. **Satellite 119:** Enlace, HITN TV, Hope Channel, Jewish Life TV, ONCE Mexico, V-me)

*Orbital slot 95. Must have DIRECTV® Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility. **Orbital slot 101. Must have DIRECTV® Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility. ***Orbital slot 119. Must have DIRECTV® Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility. †Theme channels include: Western, Action, Mystery, Drama, Love and WAM.

††Free add-on with purchase of any DIRECTV In-Room programming. Must have DIRECTV Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility.



Commercial Lodging And Institutions SMATV Viewing Agreement

Thank you for choosing DIRECTV for your programming service. This is your copy of the CommercialSMATV Viewing Agreement ("Agreement") between DIRECTV and you as a commercial customer of DIRECTV. This Agreement is applicable only to Multiple Dwelling Units, as defined below, at which persons will view the Service(s), as defined below, in areas that are not accessible to the public. Please refer to Section 13 below for usage rules. Please keep a copy of the Agreement for your records and return the signed original to DIRECTV.

CONTACTING DIRECTV:

You may contact our Customer Service Center 24 hours a day, any day of the year, by calling 1-800-388-2505 or by writing to:
DIRECTV, Inc., Commercial Accounts, P.O. Box 5392, Miami, FL 33152-5392

DEFINITIONS:

"DIRECTV," "we," "company," "us," or "our" means DIRECTV, Inc. or any of its authorized Lodging and Institutions sales agents;

"You," "your," or "Customer" means the owner or manager of the business entity identified below that is a hotel, motel, hospital, college dormitory, private office, and/or other facility (as permitted by DIRECTV in its sole discretion) 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, used in the reception of DIRECTV programming services;

"DIRECTV System" means the equipment (e.g., a DIRECTV 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, DIRECTV System, and any identifying indicia used in connection with any programming service distributed by DIRECTV;

"Multiple Dwelling Unit" shall mean an individual dwelling unit located in a hotel, motel, hospital, college dormitory, private office, and/or other facility (as permitted by DIRECTV in its sole discretion) that is not generally accessible to the public nor otherwise a common area;

"Property" shall mean that location, identified by Customer, in which Customer's satellite television system and Customer's Subscriber Unit(s) are located;

"Service(s)" means only that DIRECTV programming selected by you and identified on the SMATV Service Order Form, enclosed with this Agreement and

"Subscriber Unit" shall have that certain meaning as set forth on the Customer Information Form enclosed with this Agreement.

1) AGREEMENT TO TERMS AND CONDITIONS:

Customer promises to pay amounts billed by DIRECTV for programming services and related fees, taxes and charges. Customer agrees that DIRECTV has the right to require payment in advance of activation for any and all services and related fees, taxes and charges. Customer authorizes DIRECTV to make inquiries into Customer's credit worthiness, including receipt and review of credit bureau information. Customer also agrees to the other terms and conditions of this Agreement as stated below. 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. If you do not cancel

your service within fourteen (14) days 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 in 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 (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 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. In no event shall DIRECTV be obligated to send your bill to an unrelated third party unless DIRECTV has agreed to such billing arrangement in writing.

3) PAYMENT FOR SERVICE:

You promise to pay for:

- a) all services ordered by you on the attached Lodging and Institutions Rate Card through all periods until the end of the Term (as defined in Section 9);
- 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.

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 1-800-388-2505. 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; and
- d) Please include 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 cancel your service by notifying DIRECTV Customer Service. Your notice becomes effective when received by us in writing. In the event you cancel your service, you are still responsible for payment for all Services ordered by you with respect to the entire Term (as defined in Section 9), regardless of whether you choose to continue to receive your service through the end of the Term. Those amounts owing with respect to the remainder of the Term shall be due to DIRECTV within forty-five (45) days of termination of your service. 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.

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 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 stated in Section 20 below. 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) up to the amount stated in Section 20 below. Access Cards are non-transferable. Your Access Card will only work in the DIRECTV Receiver unit which 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 stated in Section 20 below.

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 stated in Section 20 below.

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: You may be charged a Duplicate Statement Fee for each statement copy that you request up to the amount stated in Section 20 below.

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 stated in Section 20 below, 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, a Reactivation Fee up to the amount stated in Section 20 below.

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 stated in Section 20 below.

Subscriber Unit Number Change Fee: If you change the subscriber unit count at any time during the term of the Agreement, you agree to pay the Subscriber Unit Number Change Fee up to the amount stated in Section 20 below.

Suspend Fee: If you request a temporary suspension of Service for a period of not more than six (6) months during the Term of this Agreement, you agree to pay a monthly Suspend Fee in the amount stated in Section 20 below. Failure to pay the Suspend Fee could result in the inactivation of your Service and subject you to a Reactivation Fee, in addition to any other applicable Fees as described herein.

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. 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.

9) SERVICE TERM/RENEWAL:

Your subscription for DIRECTV programming services shall commence upon DIRECTV's receipt and approval of this Agreement and related documentation (which approval may be given or withheld by DIRECTV in its sole discretion). The DIRECTV programming services that you subscribe to on a periodic basis are for a one-year term from the date of subscription (the "Term") and shall be renewed, on a monthly basis, unless you contact DIRECTV Customer Service to cancel the services.

10) PROVISION OF SERVICE:

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, 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 SYSTEM EQUIPMENT OR ANY SERVICES PROVIDED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. WE ARE ALSO NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV SYSTEM EQUIPMENT. IN ADDITION, SUBJECT TO SECTION 13 BELOW, 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 SYSTEM EQUIPMENT HAS BEEN ACQUIRED SEPARATE AND APART FROM THIS AGREEMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DIRECTV SYSTEM EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT.

11) DIRECTV SYSTEM 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 System 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 and exhibit at the Property, subject to the following rules for use, with which you agree to comply:

a) The Services may not be viewed in areas accessible to the public and/or common areas;

b) Customer shall not charge its Subscriber Units (nor the guests, residents, or other occupants of its Subscriber Units) for the viewing of, or listening to, any Service(s) provided by DIRECTV but shall distribute all of the Services free of charge and as a convenience of occupancy;

c) All Subscriber Units located at the Property shall receive all of the Services;

d) The Services may not be rebroadcast, retransmitted, resold, recorded, duplicated, or cablecast (other than for Multiple Resident Dwelling Unit distribution as contemplated by this Agreement);

e) If you become aware that any third party is rebroadcasting, retransmitting, reselling, 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 use all reasonable efforts to 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;

f) 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;

g) 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 any commercial insertions), or deletions to any of the Services;

h) 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;

i) Customer must comply with and abide by any and all agreements and/or other requirements as may be requested by programming provider(s) in connection with Customer's use and/or DIRECTV's provision of such programming services;

j) Customer agrees to provide assurance, in whatever form requested by DIRECTV, that the technical quality of the signal as well as the transmission of the Services to each Subscriber Unit conforms to the technical specifications provided by DIRECTV and as set forth on the Technical Requirements and Registration form enclosed with this agreement (which may be amended from time to time by DIRECTV).

k) Customer agrees that it shall only distribute the Services to Multiple Dwelling Units located at the Property. Customer further acknowledges that it owns, operates and/or manages the satellite television system at the Property.

If, in 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 for all Services ordered by you with respect to the entire Term. 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 AVAILABILITY — BLACKOUTS; INDEMNITY:

Certain programming services transmitted by DIRECTV 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, JUDGEMENTS, 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, TELEPHONE NUMBER, AND NUMBER OF SUBSCRIBER UNITS:

You agree to give us prompt notice of your change of name, billing address, service address at which the DIRECTV System equipment is located and telephone number. You may provide notice to us by contacting DIRECTV Customer Service by telephone or in writing. You also agree to give us thirty (30) days prior written notice of any change in the number of Subscriber Units which you identify on page 7 of this Agreement and agree to pay the Subscriber Unit Number Change Fee up to the amount set forth under Section 20.

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 OR TRANSFER OF DIRECTV SYSTEM EQUIPMENT/DIRECTV 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 System equipment to anyone else. You are considered the registered owner of the DIRECTV System 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 System 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 and regulations of the state and local area where service is provided. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

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) APPLICABLE FEES AND CHARGES:

You may be charged, and agree to pay, the fees described below in amounts not to exceed the following:

Access Card Replacement Fee	\$ 20.00
Administrative Late Fee	\$ 5.00
Change of Service Fee	\$ 25.00
Duplicate Statement Fee	\$ 5.00
Overnight Delivery Fee	\$ 16.50
Reactivation Fee	\$ 25.00
Returned Payment Fee	\$ 10.00
Subscriber Unit Number Change Fee	\$ 50.00
Suspend Fee	\$ 3.00

21) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY:

Customer acknowledges and agrees to its unconditional acceptance of the terms and conditions contained in this Agreement. Customer certifies that all of the Customer-provided 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 to 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 on such corporation in accordance with its terms.

Neither party shall be or hold itself out as the agent of the other under this Agreement. No guest, resident or other occupant of any Subscriber Unit of Customer shall be deemed to have any privity of contract or direct contractual or other relationship with DIRECTV by virtue of this Agreement or DIRECTV's delivering of the services.

22) 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 as outlined in the Rate Schedule, enclosed with this Agreement (as amended from time to time).

23) RIGHT TO AUDIT:

DIRECTV, and/or its representatives, shall have the right to inspect and audit the Property and/or Customer's books and other records (whether or not such books and records are retained at the Property), for purposes of verifying and ensuring Subscriber Unit information, technical quality standards, and any other information reasonably requested under this Agreement, at its sole cost and expense (unless a discrepancy of five percent (5%) or more is revealed, in which case Customer agrees to bear all such costs and expenses) and shall be upon reasonable advance notice by DIRECTV to Customer and shall be conducted during normal business hours.

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE

NAME OF AUTHORIZED OFFICER/AGENT & TITLE

PROPERTY NAME

PHYSICAL ADDRESS

CITY STATE ZIP

DATE

SUBSCRIBER UNIT COUNT

DIRECTV AFFILIATE NAME/NUMBER



Commercial Lodging and Institutions New Customer Information Form

Property Name: _____

Subscriber Units:

Hotel	Hotel, Motel, Resort and Inn, etc.	Total number of guest rooms
Health Care	Hospital, Nursing Home, Assisted Living, Long Term Care Facility, Medical Clinics and Dialysis Clinics	Total number of televisions on premises in patient rooms
Dormitory	College, University, Convent or other dormitory housing setting	Total number of cable drops connected to DIRECTV® System network
Office Building	Office building or private office locations	Total number of cable drops connected to DIRECTV® System network
Recreation	Marinas, Mobile Home Parks, Camp Grounds, and RV Parks	Total number of cable drops connected to DIRECTV® System network
Prison	Prisons and Correctional Facilities	Total number of cable drops connected to DIRECTV® System network

Property/Room Type:

Hotel/Motel Health Care Dormitory Office Building Recreation Prison

Certified Number of Subscriber Units for this Property:
(Refer to Definitions of Subscriber Units)

Printed Name and Title of Authorized Property Owner or Manager

Signature of Authorized Property Owner or Manager

Date

Printed Name of Authorized Installer

Date

Signature of Authorized Installer

Installer Company



Commercial Lodging and Institutions New Customer Equipment Information Form

Property Name: _____

In the box provided below, please record the receiver and access card information for each programming service that you selected on the previous page. Do not record the package names on this page. Instead, list the programming service names included in each package. Match each programming service to the appropriate receiver and access card numbers, as each receiver may only be authorized for one programming service. If you wish to order ESPN, C-SPAN, Disney Channel or Nickelodeon/Nick at Nite, please indicate '1' or '2' (for ESPN and C-SPAN) and 'E' and/or 'W' (for the Disney Channel and Nickelodeon/Nick at Nite).

Example:

	13645278	000019761303	Bloomberg	712345678	RCA	DRD 303RA
	Access Card No.	RID No.	Channel	IRD Serial No.	IRD Mfr	IRD Model
1)	_____	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____	_____
5)	_____	_____	_____	_____	_____	_____
6)	_____	_____	_____	_____	_____	_____
7)	_____	_____	_____	_____	_____	_____
8)	_____	_____	_____	_____	_____	_____
9)	_____	_____	_____	_____	_____	_____
10)	_____	_____	_____	_____	_____	_____
11)	_____	_____	_____	_____	_____	_____
12)	_____	_____	_____	_____	_____	_____
13)	_____	_____	_____	_____	_____	_____
14)	_____	_____	_____	_____	_____	_____
15)	_____	_____	_____	_____	_____	_____
16)	_____	_____	_____	_____	_____	_____
17)	_____	_____	_____	_____	_____	_____

Total Number of IRDs: _____

Activate receivers on specific date: _____ or by default, activation will be held until customer calls. (Must allow 24 hours for account activation before receivers can be activated.)

If your selections total more than 17 programming services (one channel per access card), please attach a separate page.

Check here if attaching a separate page.

