

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

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

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

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

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

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

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

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

17) PAYMENT UPON CANCELLATION. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or a DIRECTV System, and may incur early cancellation fees and/or equipment non-return fees (as specified in any purchase, programming or other service commitment agreement you entered into in connection with obtaining a DIRECTV System). By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

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

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

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

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____

NAME OF AUTHORIZED OFFICER/AGENT & TITLE _____

NAME OF COMMERCIAL ESTABLISHMENT _____



Commercial Receiver Information Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name _____

DBA _____ Contact Name _____

Service Phone Number _____ Email Address _____

Are all of the DIRECTV System receivers continuously connected to the same land-based telephone line? YES NO

RECEIVER INFORMATION (NOTE: THE MAXIMUM NUMBER OF RECEIVERS AUTHORIZED ON A DIRECTV ACCOUNT IS 20.)

Receiver #1

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

Receiver #2

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

Receiver #3

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

Receiver #4

Access Card Number	Location of Receiver	Receiver Serial	RID Number
Receiver Manufacturer	Receiver Model	Associated Telephone Number (Receiver must be continuously connected to a land-based phone line.)	

For additional receivers, please make a photocopy of this page and submit with contract paperwork.

* Program pricing does not include taxes and is subject to tax. 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. **Some services automatically renews based on original subscription term, provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the term; however, ESPN/ESPN2/ESPNNews is non-refundable and non-proratable once renewal fee is paid. Blackout restrictions apply to sports programming. To receive sports programming, all DIRECTV Receivers must be continuously connected to the same land-based phone line. DIRECTV System dish with dual-feed LNB required to feed multiple DIRECTV Receivers with a single dish. 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. Games shown on local TV stations or regional sports networks will not be included in sports subscription packages. All other trademarks and service marks are the property of their respective owners. DIRECTV for Business are trademarks of DIRECTV, Inc.