



DIRECTV GOES TO SCHOOL® Program

AUTHORIZATION FORM

SCHOOL CHOICE® programming is available at no charge to accredited public and private schools, grades K-12, from DIRECTV. All additional programming ordered on this account will be subject to the terms and conditions identified within the Commercial Viewing Agreement and Semi-Public Viewing Addendum for SCHOOL CHOICE Subscription.

(PLEASE PRINT CLEARLY. ALL INFORMATION MUST BE COMPLETED. INCOMPLETE INFORMATION WILL RESULT IN DELAY OF ACCOUNT SET-UP AND ACTIVATION.)

Date: ____ / ____ / ____

Sponsored by: **Standard Program #1706834**

Name of School: _____

Type of School (Elementary/Middle/High): _____ Grade Levels: _____

School Contact Name: _____ Title: _____

Email Address: _____

School Address (P.O. Boxes not allowed): _____

Mailing Address if different: _____

School Telephone: _____ School Fax: _____

Equipment Manufacturer Model: _____ RID Number: _____

Equipment Serial Number: _____ Access Card Number: _____

Equipment Manufacturer Model: _____ RID Number: _____

Equipment Serial Number: _____ Access Card Number: _____

Equipment Manufacturer Model: _____ RID Number: _____

Equipment Serial Number: _____ Access Card Number: _____

EQUIPMENT MUST BE INSTALLED WITHIN 90 DAYS OF RECEIPT.

Check if cable is available in the school's area (do not check if there is no cable available).

Check if the school has subscribed to cable within the last 90 days.

County of school's service address: _____

Number of faculty members/teachers on school site: _____

Number of students on school site: _____

Number of administrative personnel on site: _____

Where/which room(s) will SCHOOL CHOICE programming be utilized or viewed: _____



DIRECTV GOES TO SCHOOL® Program

FAQ

4/08/04

Q: What do qualifying schools receive?

A: DIRECTV will send qualifying schools a free DIRECTV® Multi-Satellite System for up to 3 rooms with up to three standard receivers (or up to two standard receivers and one DIRECTV® DVR) and three remotes.

Q: What is a DVR?

A: A DVR is a Digital Video Recorder that lets you record programming without videotape. With DIRECTV® DVR with TiVo® service, you can automatically record your favorite shows, pause and rewind live TV and much more. For details, visit DIRECTV.com/DIRECTVDVR.

Q: If we choose to purchase an additional DIRECTV DVR, can we add DVR service to our SCHOOL CHOICE package?

A: Yes, participating schools can add DIRECTV® DVR with TiVo® service to the SCHOOL CHOICE® package. We will add the DVR service to your DIRECTV GOES TO SCHOOL account — free of charge. The service covers every DIRECTV DVR in your school.

Q: Do we qualify for the free SCHOOL CHOICE and Local Channels programming packages?

A: The SCHOOL CHOICE and Local Channels programming packages are free services that DIRECTV offers to qualified schools. In order to receive these programming packages, your school must:

- ▶ Be an accredited public or private educational institution.
- ▶ Offer grades K-12 only. Universities, community colleges, day care centers or public libraries do not qualify.
- ▶ Be housed in a facility zoned as a school building by the local municipality.
- ▶ Limit viewing to a classroom environment.

Programming is for educational use only, and the DIRECTV Multi-Satellite System may not be installed in any residential/dormitory/cafeterias/lobby areas or used in publicly accessible areas.

Q: What if we do not qualify for the DIRECTV GOES TO SCHOOL program?

A: If your school does not qualify, you may receive information on other DIRECTV® Commercial programming packages that are available at your location. Please contact our Business Service Center at (888) 200-4388. Based on your use of programming, you may qualify for our Public Viewing, Semi-Public Viewing or Private Office packages.

Q: Who will install the equipment?

A: Schools are responsible for the installation of the DIRECTV® Multi-Satellite System equipment or the DIRECTV® DVR. Equipment must be installed within 90 days of receipt.

Q: How much does SCHOOL CHOICE programming cost?

A: The SCHOOL CHOICE package is offered at no cost to qualified schools. Additional information regarding the channels in the SCHOOL CHOICE package may be found on the SCHOOL CHOICE Channel Lineup Sheet.

CONTINUED



Q: Can we receive our Local Channels?

A: Yes. DIRECTV includes local channels in the SCHOOL CHOICE® programming lineup. Please note that local channels are available in select areas. To find out if your school can receive local channels, please contact us at (888) 330-7827. The local channels will vary depending on the geographic location of the school. Eligibility for local channels is based on service address within designated market areas as defined by Nielsen Media Research, Inc.

Q: Can we receive other programming?

A: No. The SCHOOL CHOICE and Local Channels programming packages are the only options available in the DIRECTV GOES TO SCHOOL® program. You may want to review other DIRECTV® programming packages and pay services, if your needs differ from the FREE programming parameters as outlined. DIRECTV has many other options from which to choose.

Q: What happens if we have technical problems with our DIRECTV® System?

A: See your owner's manual for tips on troubleshooting and repair options. If the problem persists, we recommend you contact your original installer or system manufacturer to obtain assistance.

Q: How can we prevent some programs from being shown on the television?

A: Some programming may not be suitable for all ages. We recommend you block the services by utilizing the "locks and limits" feature on the DIRECTV Receiver.

Q: Who should we call if we have additional questions about the DIRECTV GOES TO SCHOOL program or SCHOOL CHOICE programming package?

A: Please contact us at (888) 330-7827.

DIRECTV GOES TO SCHOOL® Program

All of the networks listed below are part of the SCHOOL CHOICE® programming package.

Additional services will be added as they become available.



A&E — A&E offers discerning viewers a unique blend of original programming featuring its signature series *Biography*®, intriguing mysteries, original movies and engaging documentaries.



ABC Family — ABC Family reflects all of today's families. It embraces the families of today and the ties that bind them. It offers fresh and inclusive programming, including series, movies, events and enhanced ABC encore presentations.



Animal Planet — Brings viewers face-to-face with unforgettable creatures from around the globe. Animal Planet features visits to people and their pets, plus lively shows on the world of nature tailored especially for children.



BBC AMERICA — The very best of British television comes to America with internationally acclaimed dramas, cutting-edge comedies, world-class news and compelling documentaries.



The Biography Channel — Enter the world of exceptional people! This network from A&E offers movies, documentaries and original short features profiling historic figures, entertainers, great women and other notable individuals.



Black Entertainment Television (BET) — Keep viewers entertained, educated and excited with hard-hitting news, electrifying music videos, family entertainment and more.



Bloomberg Television — A 24-hour financial news channel that reports news that moves markets. Bloomberg Television's unique Data Screen provides financial data and breaking news headlines at all times — even during commercials. 750 reporters and editors in 79 bureaus around the world report on "money, markets and more."



Boomerang — Features classic Hanna-Barbera® cartoons with your favorite characters, like Fred Flintstone, Yogi Bear, Huckleberry Hound, Popeye and George Jetson. You won't see 90 percent of these animated treasures anywhere else!



Bravo — Bravo, the nation's premier film and arts network, is proud to present the most diverse performing arts, critically acclaimed original series like *Inside the Actors Studio* and quality American, international and independent films.



BYU TV — Features a variety of Brigham Young University devotionals, campus lectures, sports, musical performances and local productions rooted in a value-oriented, "family-safe" framework, all provided by the University and the Church of Jesus Christ of Latter Day Saints.



Canal Sur — Keeps you up-to-date on current events in Latin America! Tune in for informational and educational shows, including local newscasts and daily programming from Spanish-speaking countries around the world.



Cartoon Network — The world's first 24-hour network offering 8,500 animated programs from the Hanna-Barbera® libraries. Also, available with Spanish-language audio access.



CNBC — Financial news highlights dominate the day, while nights include features and discussions of contemporary business issues.



CNN — The fastest, most complete 24-hour coverage of breaking news. CNN offers programs ranging from business to sports to entertainment, as well as topical interviews and *Larry King Live*.



CNN en Español — The prestigious CNN network is proud to present programming compiled, written, produced and presented by Latin Americans for Latin Americans. Features newscasts and informational programs on health, sports, fashion, entertainment, the environment and more.



CNNfn — The best in business and international news on one 24-hour CNN network. CNNfn delivers 12 hours of comprehensive business and stock market news from 6 AM to 6 PM ET daily.



Court TV — The only 24-hour network dedicated to live and taped coverage of courtroom trials. Coverage is supplemented by programs that focus on courts and legal issues from around the world.



C-SPAN — Unique news and information programming, including 24-hour coverage of important political events from around the nation. C-SPAN offers debate from the floor of the U.S. House of Representatives.



C-SPAN2 — Unique news and information programming, including 24-hour coverage of important political events from around the nation. C-SPAN2 covers the U.S. Senate.



Discovery Channel — Expands horizons with powerful and insightful news and information documentaries from the worlds of science, nature, medicine and outdoor adventure.



Discovery en Español — Your whole family will enjoy exploring the wonders of the world on this educational channel from the renowned Discovery network. Discovery en Español features top-notch original programming on science, nature, medicine and outdoor adventure.



Discovery Health Channel — It's your place for personal and family health issues! This informative channel features a variety of health and medicine-related topics, special presentations, enlightening series and more.



Discovery Kids — Designed for young people ages 7 through 14, Discovery Kids offers hip new adventure programming, entertainment trivia and programs made by kids, for kids. It's a playground for young minds!



Disney Channel (East & West) — The only network for kids and families, Disney Channel offers programming for everyone including movies, series and specials every night at 7 PM ET.



DIY — Do It Yourself — The Do It Yourself Network, also featuring *DIY Kids*, takes viewers step-by-step through home improvement with original programming and how-to shows on home and garden repair, design and maintenance.



ESPN — America's number-one sports network delivers all sports, all the time, plus diverse sports-related news and information. Features *Sunday Night NFL*, *Major League Baseball*® and *NCAA*® basketball. (Blackout restrictions apply.)



ESPN2 — An exciting, fast-paced mix of sports events, news, information and entertainment, plus pro hockey. (Blackout restrictions apply.)



ESPNNEWS — This 24-hour network provides up-to-the-minute details about important games and events. Viewers can catch breaking sports stories every half-hour, plus highlights, analysis, scores of key games, post-game interviews and much more.



Eternal Word Television Network (EWTN) — Catholic family-oriented, spiritual growth programming featuring talk shows, children's programming, music, documentaries, dramas, devotional programs, teaching series and live church events from around the world.



FitTV — The most reliable, comprehensive and personalized source of health information on television and the Internet. It's the network people turn to for answers to their health concerns, as well as the guide for leading a well-rounded, productive life.



Food Network — Helps viewers master new recipes and cooking techniques, jazz up family meals, learn the latest in healthier cuisine and explore fine restaurants nationwide. Hosts include world-class chefs like the popular Emeril Lagasse, plus working mothers and celebrities.



G4techTV — This diverse 24-hour network is dedicated to entertainment, education and information about computing, technology and the Internet.



Galavisión — Features movies, music, *telenovelas*, special events and *ECO*, a news and entertainment service from Mexico City.



GSN, the network for games — This 24-hour network combines classic game show favorites with original game show programming. Viewers can even participate in interactive game shows by calling a toll-free number for their chance to play and win prizes.



Hallmark Channel — An entertainment network offering a diverse mix of family-friendly programming, Hallmark Channel features original movies, television events, series, dramas, comedies and real-life programs that combine strong storytelling with high-quality production value.



Headline News — Every 30 minutes, Turner Broadcasting's 24-hour news service delivers an updated, concise report on the day's top stories in business, sports and entertainment news for the on-the-go viewer.



The History Channel — The History Channel reveals the power and passion of history as an inviting place where people experience history personally and connect their own lives to the great lives and events of the past.



HITN-TV — HITN-TV is Spanish-language television that educates and entertains. HITN-TV educates, enriches, and empowers the fast-growing Hispanic community in the U.S. through the most meaningful, useful, and inspirational programming available to them anywhere. HITN-TV: intelligent programming for U.S. Hispanics.



Home and Garden Television (HGTV) — The only network devoted to everything Americans love about home, HGTV focuses on decorating, interior design, building, home electronics, remodeling, gardening, landscaping, hobbies and crafts.



The Learning Channel (TLC) — Entertaining and informative family programming, including six commercial-free hours of weekday programming for preschoolers.



Lifetime — Provides contemporary entertainment and informational programming dedicated to women, like the *Intimate Portrait* series, plus award-winning original movies, exclusive specials and acclaimed dramas.



Link TV — Links Americans with each other and the world! You'll get a global perspective on world events and cultures through independent documentaries, international films, world music and live interactive programs.



MSNBC — A revolutionary 24-hour news, talk and information network from NBC and Microsoft. Delivers extensive global and local news coverage, plus original programming daily.



MTV — The first 24-hour video music network continues to reflect the spirit of rock and roll. Features popular shows like *TRL*, *The Real World* and the exciting *MTV Video Music Awards*.



MTV2 — All music, all the time. MTV2 delivers adventurous, cutting-edge music programming 24 hours a day. Showcases highlights from local music scenes.

NASA TV — Delivers real-time coverage of NASA activities and missions! Features educational programming, a look at the early years of NASA, special updates on Space Shuttle missions, earth views from the Shuttle and more.



National Geographic Channel — The National Geographic Channel always brings adventure, exploration, culture and natural science to life, with passionate storytelling, spectacular imagery and expert eye witness accounts. The National Geographic Channel is the best place for programs with environmental, educational and entertaining twists.



Nickelodeon/Nick at Nite (East & West) — One of the highest-rated kids' programmers, Nickelodeon is a world leader in original programming for children. Nick at Nite presents America's best-loved, family-friendly, classic TV sitcoms.



NOGGIN/The N — Nickelodeon and Children's Television Workshop (*Sesame Street*) have partnered to create NOGGIN, the first 24-hour, commercial-free thinking network for kids. NOGGIN is a unique, interactive network aimed at sparking the minds of kids 2-12 both on-air and online. The N is the network just for tweens (ages 9-14) aimed at helping them figure out their lives. It is the place where tweens tune into shows tuned in to them, with exclusive and award-winning shows. The N can be seen every day from 6 PM to 6 AM ET and online 24/7 at the-n.com.



ONCE México — ONCE México graciously combines an internationally awarded on-air look with a fresh new approach to cultural television. Conceived by a combination of the younger generation and experienced film and TV makers, ONCE México's programming is well recognized for its news programs with strong editorial content on political issues; its cultural documentary and tourism series as well as its talk shows and award winning franchise for children, with safe/non-violent programming.



Outdoor Life Network (OLN) — Brings scenic outdoor adventure indoors — 24 hours a day. Includes family-oriented "how-to" information for the camper, angler, climber, bicyclist, hunter, photographer, skier, sailor, kayaker and more.



Oxygen — A TV channel for women, by women. Integrated with an online network, Oxygen offers original and diverse programming 7 days a week dedicated to empowering and educating women.



PBS* — The PBS National Service showcases the best in award-winning PBS programming, 24 hours a day, 7 days a week. This channel offers acclaimed children's programs and a variety of popular PBS series. Only available in select areas.



PBS You — It's a classroom 24 hours a day with a wide range of "lifelong learning" and formal education programming. PBS You offers the opportunity to enrich skills and knowledge, or to earn credit toward a college degree!



RFD-TV — The nation's first 24-hour television network with educational and informational programming targeting rural America. RFD-TV focuses on rural news, event and convention coverage, agricultural information and family-oriented programming.



The Science Channel — Lets curious minds explore life's greatest mysteries and smallest wonders.



Sci Fi Channel — The best of science fiction, science fact, fantasy and horror. Features classic and current popular series, original movies, animation and documentaries.



Speed Channel — Provides 24 hours of fast-paced programming for auto, boating and aviation enthusiasts. Features vehicle industry news, instructional programs and live international racing events.



TBS — Features an outstanding array of family-oriented programming. See exclusive specials, compelling documentaries and movies, plus pro sports. (Blackout restrictions apply.)



TNT — It's big-time entertainment, featuring the greatest movies Hollywood ever made, star-studded original productions, classic kids' shows and action-packed sports. (Blackout restrictions apply.)



Toon Disney — The magic of Disney animation comes to television. Toon Disney is the home for Disney characters and the heritage of Disney animation all day, every day. Also available with Spanish-language audio access.



Travel Channel — The exciting Travel Channel invites viewers to explore the people, places and cultures of our world. Programming includes first-class travel documentaries, adventure excursions, international cuisine and travel tips.



Trinity Broadcast Network (TBN) — Serving many denominations, one of America's most-watched religious networks provides a variety of original programs, including Nashville gospel concerts, health and fitness, talk, children's features and services from some of America's largest churches.



Turner Classic Movies (TCM) — A 24-hour service with some of the best classic movies culled from vintage RKO, MGM and pre-1950 Warner Bros. film collections, presented uncut and commercial-free.



TV Chile Internacional — Features a variety of programming for all ages! Direct from Chile you'll receive the latest news, documentaries, miniseries and sports, including exclusive seasonal viewing of professional Chilean soccer.



TVE Internacional — TVE offers a diverse mix of game shows, sports, arts and educational programs, fiction series, movies and the best news broadcasts — all directly from Spain. A unique entertainment alternative for Spanish speakers in the U.S.



TV Land — Home to the best dramas, variety shows, westerns and sitcoms from the '50s through the '90s, plus original specials.



Univision — One of the top Spanish-language broadcast networks in the U.S. It features a variety of programming including *telenovelas*, sports, news and music, plus talk shows like *Cristina* and variety shows like *Sabado Gigante*.



USA Network — One of the most popular TV networks in prime time, USA features popular syndicated dramas, comedy programs, variety specials and exclusive sports coverage.



VH1 — The 24-hour music channel celebrates the ongoing tradition of rock and pop.



WAM! — Encore's WAM! is the first and only commercial-free channel dedicated entirely to 8 to 16-year-olds. WAM! brings kids the world with "Education that Entertains, and Entertainment that Educates" (completely free of advertising and commercials).



The Weather Channel — Provides 24-hour reports on regional and national weather conditions, special weather-related features and unusual weather phenomena.



WGN Superstation — Well-rounded entertainment from the premier Chicago superstation, including movies, series, news, plus local sports. (Blackout restrictions apply.)



The Word Network — Provides multi-denominational religious programming that touches the fabric of the urban African-American community. Features both spiritual and educational content.



For More Programming Information, Call 1-888-330-7827

*Available only in areas without a local PBS station. SCH account types do not have access to any additional programming other than SCHOOL CHOICE. No residential programming, pay per view or sports subscriptions. Blackout restrictions apply to sports programming. Commercial locations require an appropriate license agreement. Signal theft is subject to civil and criminal penalties. Hardware and programming sold separately. Equipment specifications and programming options may vary in Alaska and Hawaii. Programming, pricing, terms and conditions subject to change. ©2004 DIRECTV, Inc. DIRECTV and the Cyclone Design logo, DIRECTV GOES TO SCHOOL and SCHOOL CHOICE are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners. 10/04 21531CRP

**Semi-Public Viewing Addendum to DIRECTV
Commercial Viewing Agreement
SCHOOL CHOICE® SUBSCRIPTION**



Effective as of March 2004, 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 in the Agreement, Customer acknowledges and agrees that DIRECTV SCHOOL CHOICE® programming provided pursuant to the Agreement and this Addendum shall only be displayed or exhibited within school facilities wherein the usage and viewing is generally accessible to the students and faculty and/or in common areas (such as classrooms or libraries), AND the school does not charge admission or any other charge for the viewing of the Services. Customer represents that it shall not permit others to display or exhibit any of the Services it receives hereunder in any manner whatsoever other than as authorized herein.

2) DEFINITIONS:

“Service(s)” means DIRECTV® programming and any other service that we provide to you pursuant to the Agreement.

3) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY:

In addition, no invitee or licensee 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.

4) FEES:

Notwithstanding anything to the contrary in the Agreement, the DIRECTV SCHOOL CHOICE programming package, as provided hereunder, shall be provided by DIRECTV at no charge to Customer throughout the term of the Agreement. Additional DIRECTV programming purchased by Customer, if any, shall be provided at then-current DIRECTV retail rates, provided that Customer may be required to execute an additional DIRECTV Agreement to receive such additional programming.

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

Customer Representative Name and Title (please print)

Name of School

Authorized Representative Signature

Date

DIRECTV Commercial Viewing Agreement



Effective as of April 2004, until replaced.

CONTACTING DIRECTV:

You may contact our DIRECTV Business Service Center by calling 1-888-330-7827 or by writing to: **DIRECTV ISS Supervisor, 8085 South Chester Street, Englewood, CO 80112.**

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.

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 1-888-330-7827. 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 any 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.

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 or 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:

AUTHORIZED REPRESENTATIVE SIGNATURE

NAME OF AUTHORIZED OFFICER/AGENT & TITLE

NAME OF SCHOOL

DATE