



DIRECTV[®] Commercial Viewing Agreement

Private Aircraft Account

Effective as of June 30, 2005, until replaced

Thank you for choosing DIRECTV[®] as your programming service. This is your copy of the Commercial Viewing Agreement for Private Aircraft use ("Agreement") between DIRECTV and you as a commercial customer of DIRECTV. This Agreement is applicable only to commercial establishments or entities at which persons will view the service(s), as defined below and/or in the Viewing Addendum supplied to you herewith and incorporated herein by this reference ("Addendum"). Please refer to Section 13 below and the Addendum for usage rules. Please keep a copy of the Agreement and the Addendum for your records and return the signed originals to DIRECTV.

CONTACTING DIRECTV:

You may contact our DIRECTV Business Service Center by calling 1-888-200-4388, or by writing to:

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

DEFINITIONS:

As used in this Agreement:

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

"You," "your," or "Customer" means the sole proprietorship, partnership, corporation or agency 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 (if any), and charges. Customer agrees that DIRECTV, due to its contractual obligations to programming providers, 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 also agrees to the other terms and conditions of this Agreement as stated below in addition to those contained in the Addendum to this Agreement. DIRECTV reserves the right to change these terms and conditions, including the Applicable Fees and Charges. If any changes are made, we will send you a written notice describing the change and its effective date. If a change is not acceptable to you, you may cancel your service; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within fourteen (14) days after the date of the written notice describing the change, your continued receipt of any service is considered to be your acceptance of that change. In addition, the individual terms and conditions in this Agreement, whether or not modified, shall survive the cancellation of your service.

2) BILLING STATEMENTS AND PAYMENTS:

DIRECTV, or its authorized billing agent, 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 net thirty (30) days. 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) subject to your tax-exempt status, if any, 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 the number(s) set forth above. 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) 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 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, if any, 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 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.

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-refundable 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) 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.

12) 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, 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 use commercially reasonable efforts to notify DIRECTV immediately and cooperate with DIRECTV, at DIRECTV's expense for any 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
- 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 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.

13) PROGRAMMING BLACKOUTS:

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 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.

14) 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.

15) 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.

16) SALE OR TRANSFER OF DIRECTV 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 equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the DIRECTV programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service or any of your rights and obligations under this Agreement without our prior written consent. If you do, DIRECTV may inactivate your service.

17) 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.

18) 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.

19) 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 knowingly 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 government entity represents and warrants that (s)he is duly authorized to execute and deliver the Agreement on behalf of such entity. Neither party shall be or hold itself out as the agent of the other under this Agreement.

20) 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.

21) 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.

22) 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.

23) ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement contains 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.

**COMMERCIAL VIEWING AGREEMENT
PRIVATE AIRCRAFT ADDENDUM**

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

1) REPRESENTATIONS, WARRANTIES AND COVENANTS:

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

2) DEFINITIONS:

"Qualified Flight" means that portion of a flight by a private, non-commercial aircraft that is within the contiguous United States only (on the territorial waters of the United States appurtenant thereto.) "Service(s)" means DIRECTV programming (including subscription, sports, music and other programming), any DIRECT TICKET® Pay Per View services available to you, and any other service that we provide to you pursuant to the Agreement.

3) AGREEMENT TO TERMS AND CONDITIONS:

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

4) FEES AND CHARGES - DIRECT TICKET ORDER ASSISTANCE FEE:

If you order a DIRECT TICKET movie or event over the telephone by calling DIRECTV Customer Service, a DIRECT TICKET Order Assistance Fee up to \$10.00 may be charged to your account for each DIRECT TICKET movie, event, or other service that you order with Customer Service's assistance, whether or not you cancel the order.

5) RULES FOR USE — TERMINATION:

Service may only be viewed in a private non-commercial aircraft during a Qualified Flight. Any use of the services in violation of these limitations may result in the termination by DIRECTV of this agreement.

6) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY:

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

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

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

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE

NAME OF AUTHORIZED OFFICER TITLE

NAME OF CUSTOMER

DATE