

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
B o s t o n	1	WGBH	2	PBS		WGBH Educational Foundation	12/27/01
	2	WBZ	4	CBS		Viacom (CBS)	12/29/99
	3	WCVB	5	ABC		Hearst Argyle	12/29/99
	4	WHDH	7	NBC		Sunbeam	12/29/99
	5	WMUR	9	ABC/Fox		Hearst Argyle	07/31/02
	6	WFXT	25	Fox		Fox	12/29/99
	7	WUNI	27	Uni	X	Univision	01/09/02
	8	WSBK	38	UPN		Viacom	12/27/01
	9	WGBX	44	PBS		WGBX TV	12/27/01
	10	WWDP	46	Ind		Norwell Television LLC	12/18/02
	11	WLVI	56	WB		Tribune	12/27/01
	12	WUTF	66	TFT	X	Univision (Telefutura)	12/27/01
	13	WBPX	68	PAX		Paxson (O&O)	06/14/02
B u f f a l o	1	WGRZ	2	NBC		Gannett	07/31/02
	2	WIVB	4	CBS		LIN TV	07/31/02
	3	WKBW	7	ABC		Granite Bcasing	07/31/02
	4	WNED	17	PBS		Western NY Public Bcasing Assn	09/09/02
	5	WNLO	23	UPN		LIN TV (pka WIVB Broadcasting)	12/04/02
	6	WUTV	29	FOX		Sinclair	07/31/02
	7	WNYO	49	WB		Sinclair	07/31/02
	8	WPXJ	51	PAX		Paxson	07/31/02
C h a r l o t t e	1	WBTB	3	CBS		Jefferson Pilot	07/28/00
	2	WSOC	9	ABC		Cox	07/28/00
	3	WCCB	18	Fox		Bahakel	09/01/00
	4	WNSC	30	PBS		South Carolina ETV Comm	12/27/01
	5	WCNC	36	NBC		Belo	07/28/00
	6	WTVI	42	PBS		Char-Meck Public Broadcasting	12/27/01
	7	WJZY	46	UPN		WJZY-TV (A div. of Capitol Bdcstg)	12/27/01
	8	WWWB	55	WB		WWWB-TV(A div. of Capitol Bdcstg)	12/27/01
	9	UNC	58	PBS		University of North Carolina	12/27/01
	10	WAXN	64	Ind		Cox	12/27/01
C h i c a g o	1	WBBM	2	CBS		Viacom (CBS)	12/18/99
	2	WMAQ	5	NBC		NBC	12/18/99
	3	WLS	7	ABC		ABC	12/18/99
	4	WGN	9	WB		Tribune	08/11/00
	5	WTTW	11	PBS		WTTW	12/27/01
	6	WYCC	20	PBS		WYCC	01/09/02
	7	WCIU	26	Ind		Weigel Broadcasting	12/27/01
	8	WFLD	32	Fox		Fox	12/18/99
	9	WCPX	38	PAX		Paxson (O&O)	06/14/02
	10	WSNS	44	TMO	X	Telemundo Group Inc./NBC	12/27/01
	11	WPWR	50	UPN		Fox (pka Newsweb)	12/27/01
	12	WXFT	60	TFT	X	Univision (Telefutura)	12/27/01
	13	WJYS	62	Ind		Jovon Broadcasting	12/27/01
	14	WGBO	66	Uni	X	Univision	12/27/01

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Cincinnati	1	WLWT	5	NBC		Hearst Argyle	09/20/00
	2	WCPO	9	ABC		Scripps	09/20/00
	3	WKRC	12	CBS		Clear Channel (Cincinnati)	10/18/00
	4	WXIX	19	Fox		Raycom	09/20/00
	5	WBQC	25	UPN		WBQC-CA	05/15/02
	6	WCET	48	PBS		WCET	12/27/01
	7	WCVN	54	PBS		Kentucky Authority for ETV	12/27/01
	8	WSTR	64	WB		Sinclair	12/27/01
Cleveland	1	WKYC	3	NBC		Gannett	12/18/99
	2	WEWS	5	ABC		Scripps	12/18/99
	3	WJW	8	Fox		Fox	12/18/99
	4	WOIO	19	CBS		Raycom	12/18/99
	5	WVPX	23	PAX		Paxson (O&O)	06/14/02
	6	WVIZ	25	PBS		WVIZ-TV Media Inc.	12/27/01
	7	WUAB	43	UPN		Raycom	07/14/00
	8	WEAO	49	PBS		NE Educational TV of Ohio	12/27/01
	9	WBNX	55	WB		Winston Broadcasting	12/27/01
	10	WQHS	61	Uni	X	Univision	12/27/01
Columbus	1	KWGN	2	WB		Tribune	4/30/2003
	2	KOAA	5	NBC		Cordillera Communications	4/30/2003
	3	KTSC	8	PBS		Rocky Mountain Pub Bcasting	4/30/2003
	4	KKTU	11	CBS		Gray Communications	4/30/2003
	5	KRDO	13	ABC		Pikes Peak Broadcasting	5/1/2003
	6	KXRM	21	FOX		Raycom Media	4/30/2003
	7	KXTU	57	UPN-LP		Raycom Media	4/30/2003
Columbus	1	WCMH	4	NBC		NBC	12/13/00
	2	WSYX	6	ABC		Sinclair	12/13/00
	3	WBNS	10	CBS		WBNS-TV (pka Dispatch)	12/13/00
	4	WTTE	28	Fox		Sinclair	12/13/00
	5	WOSU	34	PBS		Ohio State University	12/27/01
	6	WSFJ	51	PAX		WSFJ TV	12/27/01
	7	WWHO	53	UPN/WB		Viacom	12/27/01

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Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
Dallas	1	KDTN	2	PBS		No. Texas Public Brdcstg	12/27/01
	2	KDFW	4	Fox		Fox	12/18/99
	3	KXAS	5	NBC		NBC	12/18/99
	4	WFAA	8	ABC		Belo	12/18/99
	5	KTVT	11	CBS		Viacom (CBS)	12/18/99
	6	KERA	13	PBS		No. Texas Public Brdcstg	12/27/01
	7	KTXA	21	UPN		Viacom	12/27/01
	8	KUVN	23	Uni	X	Univision	12/27/01
	9	KDFI	27	Ind		Fox	12/27/01
	10	KDAF	33	WB		Tribune	12/27/01
	11	KXTX	39	TMO	X	Telemundo Group Inc./NBC	12/27/01
	12	KSTR	49	TFT	X	Univision (Telefutura)	12/27/01
	13	KFWD	52	Ind		HIC Broadcast Partners	12/27/01
	14	KPXD	68	PAX		Paxson (O&O)	06/14/02
Denver	1	KWGN	2	WB		Tribune	12/27/01
	2	KCNC	4	CBS		Viacom (CBS)	12/04/99
	3	KRMA	6	PBS		Rocky Mountain Public Bcasting	12/27/01
	4	KMGH	7	ABC		Mcgraw Hill	12/04/99
	5	KUSA	9	NBC		Gannett	12/04/99
	6	KBDI	12	PBS		Colorado Public TV	12/27/01
	7	KTFD	14	TFT	X	Univision/TFT	12/27/01
	8	KTVD	20	UPN		Channel 20 TV Co.	12/27/01
	9	KDEN	25	Ind		Longmont Channel 25, Inc.	12/27/01
	10	KDVR	31	Fox		Fox	12/04/99
	11	KCEC	50	Uni	X	Univision	12/27/01
	12	KWHD	53	Ind		LeSea Broadcasting	12/27/01
	13	KPXC	59	PAX		Paxson (O&O)	06/14/02
Des Moines	1	WOI	5	ABC		Citadel Broadcasting	06/13/03
	2	KCCI	8	CBS		Hearst Argyle	06/13/03
	3	KDIN	11	PBS		Iowa Public Broadcasting	06/13/03
	4	WHO	13	NBC		NYT. Broadcasting	06/13/03
	5	KDSM	17	FOX		Sinclair	06/13/03
	6	KPWB	23	WB/UPN		Pappas	06/13/03
Detroit	1	WJBK	2	Fox		Fox	12/11/99
	2	WDIV	4	NBC		Post Newsweek	12/11/99
	3	WXYZ	7	ABC		Scripps	12/11/99
	4	WDWB	20	WB		Granite Broadcasting	12/27/01
	5	WPXD	31	PAX		Paxson (O&O)	06/14/02
	6	WADL	38	Ind		Adell Broadcasting	12/27/01
	7	WKBD	50	UPN		Viacom	12/27/01
	8	WTVS	56	PBS		Detroit Public Educ. TV	12/27/01
	9	WWJ	62	CBS		Viacom (CBS)	12/11/99

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Grand Rapids	1	WWMT	3	CBS		Freedom Broadcasting	07/31/02
	2	WOOD	8	NBC		LIN TV	07/31/02
	3	WZZM	13	ABC		Gannett	07/31/02
	4	WXMI	17	FOX		Tribune	07/31/02
	5	WGVU	35	PBS		Grand Valley State Univ	09/09/02
	6	WOTV	41	ABC		LIN TV	07/31/02
	7	WZPX	43	PAX		Paxson O&O	07/31/02
Greens Bay	1	WBAY	2	ABC		Young Broadcasting	05/21/03
	2	WFRV	5	CBS		Viacom	05/21/03
	3	WLUK	11	FOX		Emmis	05/21/03
	4	WIWB	14	WB/PAX		Acme TV Holdings	05/21/03
	5	WGBA	26	NBC		Aries	05/21/03
	6	WACY	32	UPN		Aries	05/21/03
	7	WPNE	38	PBS		Wisc Education Comm. Board	05/21/03
	8	WMMF	68	IND		Pappas Telecasting	05/21/03
Greensboro	1	WFMY	2	CBS		Gannett	11/08/00
	2	WGHP	8	Fox		Fox	11/08/00
	3	WXII	12	NBC		Hearst Argyle	11/08/00
	4	WGPX	16	PAX		Paxson (O&O)	06/14/02
	5	WTWB	20	WB		Pappas	12/27/01
	6	UNC	26	PBS		Univ. of No. Carolina	12/27/01
	7	WXLV	45	ABC		Sinclair	11/08/00
	8	WUPN	48	UPN		Sinclair	12/27/01
	9	WLXI	61	Ind		Radiant Life Ministries	12/27/01
Greenville	1	WYFF	4	NBC		Hearst Argyle	12/29/99
	2	WSPA	7	CBS		Media General	12/29/99
	3	WLOS	13	ABC		Sinclair	12/29/99
	4	WGG5	16	Ind		Carolina Christian Brdcst	12/27/01
	5	WHNS	21	Fox		Meredith	12/29/99
	6	WNTV	29	PBS		So. Carolina ETV Comm	12/27/01
	7	UNC	33	PBS		Univ. of North Carolina	12/27/01
	8	WBSC	40	WB		Sinclair	12/27/01
	9	WASV	62	UPN		Media General	12/27/01
Hartford	1	WFSB	3	CBS		Meredith	05/15/02
	2	WTNH	8	ABC		Lin TV	05/15/02
	3	WUVN	18	UNI	X	Univision (Entravision)	05/15/02
	4	WTXX	20	WB		Tribune	05/15/02
	5	WEDH	24	PBS		Conn. Pub. TV & Radio	05/15/02
	6	WWIT	30	NBC		NBC	05/15/02
	7	WCTX	59	UPN		Lin TV	09/18/02
	8	WTIC	61	Fox		Tribune	05/15/02

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H o u s t o n	1	KPRC	2	NBC		Post Newsweek	12/18/99
	2	KUHT	8	PBS		University of Houston	12/27/01
	3	KHOU	11	CBS		Belo	12/18/99
	4	KTRK	13	ABC		ABC	12/18/99
	5	KTXH	20	UPN		Viacom	12/27/01
	6	KRIV	26	Fox		Fox	12/18/99
	7	KHWB	39	WB		Tribune	12/27/01
	8	KXLN	45	Uni	X	Univision	12/27/01
	9	KTMD	47	TMO	X	Telemundo Group Inc./NBC	03/20/02
	10	KPXB	49	PAX		Paxson (O&O)	06/14/02
	11	KNWS	51	Ind		Johnson Communications	03/05/03
	12	KTBU	55	Ind		Humanity Interested Ser.	12/27/01
	13	KZJL	61	Ind		Urban Broadcasting	12/27/01
	14	KFTH	67	TFT	X	Univision (Telefutura)	12/27/01
I n d i a n a p o l i s	1	WTTV	4	WB		Tribune (pka Sinclair)	12/27/01
	2	WRTV	6	ABC		Mcgraw Hill	07/28/00
	3	WISH	8	CBS		LIN TV	08/11/00
	4	WTHR	13	NBC		Video Indiana	07/28/00
	5	WFYI	20	PBS		Metro Ind. Pub. Brdcstng	12/27/01
	6	WNDY	23	UPN		Viacom	12/27/01
	7	WHMB	40	Ind		LeSea Broadcasting	12/27/01
	8	WXIN	59	Fox		Tribune	07/28/00
	9	WIPX	63	PAX		Paxson (O&O)	06/14/02
	10	WTBU	69	ETV		Butler University	01/09/02
J a c k s o n	1	WLBT	3	NBC		Cosmos Broadcasting	05/13/03
	2	WJTV	12	CBS		Media General	05/13/03
	3	WAPT	16	ABC		Hearst Argyle	05/13/03
	4	WMPN	29	PBS		MS Auth. For Ed TV	05/13/03
	5	WDBD	40	WB		ComCorp	05/13/03
J a c k s o n v i l l i	1	WJXT	4	Ind		Post Newsweek	11/06/02
	2	WJCT	7	PBS		WJCT Inc.	11/06/02
	3	WTLV	12	NBC		Gannett	11/06/02
	4	WJWB	17	WB		Media General	11/06/02
	5	WJXX	25	ABC		Gannett	11/06/02
	6	WAWS	30	Fox/UPN		Clear Channel TV	11/06/02
	7	WTEV	47	CBS		Clear Channel TV	11/06/02

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K a n s a s C i t y	1	WDAF	4	Fox		Fox	09/13/00
	2	KCTV	5	CBS		Meredith	09/13/00
	3	KMBC	9	ABC		Hearst Argyle	09/13/00
	4	KCPT	19	PBS		Public TV 19 Inc	12/27/01
	5	KCWE	29	UPN		Hearst Argyle	12/27/01
	6	KMCI	38	Ind		Scripps	11/06/02
	7	KSHB	41	NBC		Scripps	09/13/00
	8	KPXE	50	PAX		Paxson (O&O)	06/14/02
	9	KSMO	62	WB		Sinclair	12/27/01
K n o x v i l l e	1	WATE	6	ABC		Young Broadcasting	09/18/02
	2	WVLT	8	CBS		Gray Communications	09/18/02
	3	WBIR	10	NBC		Gannett	09/18/02
	4	WKOP	15	PBS		East TN Pub Comm Corp	09/18/02
	5	WBXX	20	WB		Acme TV	09/18/02
	6	WEEE-LP	32	UPN		Tiger Eye Productions	10/16/02
	7	WTNZ	43	FOX		Raycom Media	09/18/02
	8	WVLR	48	IND		Volunteer Christian TV	02/05/03
L a s V e g a s	1	KVBC	3	NBC		Sunbelt Television	05/15/02
	2	KVVU	5	Fox		Meredith	05/15/02
	3	KLAS	8	CBS		Landmark Comm.	05/15/02
	4	KLVX	10	PBS		Clark Co. School District	05/15/02
	5	KTNV	13	ABC		Journal Broadcast Group	05/15/02
	6	KINC	15	UNI	X	Univision (Entravision)	05/15/02
	7	KVWB	21	WB		Sinclair	05/15/02
	8	KTUD	25	UPN		Venture Technologies/Four Seasons	05/15/02
	9	KELV-LP	27	TFT	X	Univision/Telefutura	03/12/03
	10	KFBT	33	Ind		Sinclair	05/15/02
	11	KBLR	39	TMO	X	Summit Media	05/15/02

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Los Angeles	1	KCBS	2	CBS		Viacom (CBS)	11/28/99
	2	KNBC	4	NBC		NBC	11/28/99
	3	KTLA	5	WB		Tribune	06/16/00
	4	KABC	7	ABC		ABC	11/28/99
	5	KCAL	9	Ind		Viacom (pka Young Broadcasting)	10/18/00
	6	KTTV	11	Fox		Fox	11/28/99
	7	KCOP	13	UPN		Fox	12/27/01
	8	KSCI	18	Ind		Int. Media Group	12/27/01
	9	KWHY	22	TMO	X	Telemundo Group Inc./NBC	12/27/01
	10	KVCR	24	PBS		San Bernardino Comm College	03/20/02
	11	KCET	28	PBS		Com. TV of So. CA	12/27/01
	12	KPXN	30	PAX		Paxson (O&O)	06/14/02
	13	KVMD	31	Ind		KVMD Acquisition Corp	01/30/02
	14	KMEX	34	Uni	X	Univision	12/27/01
	15	KXLA	44	Ind		Rancho PV Broadcstrs	12/27/01
	16	KFTR	46	TFT	X	Univision (Telefutura)	12/27/01
	17	KOCE	50	PBS		Coast Comm College HB	12/27/01
	18	KVEA	52	TMO	X	Telemundo Group Inc./NBC	12/27/01
	19	KAZA	54	Ind	X	Pappas-Azteca America	12/27/01
	20	KDOC	56	Ind		Golden Orange Brdcstng	12/27/01
	21	KJLA	57	Ind	X	Costa de Oro TV	12/27/01
	22	KLCS	58	PBS		LA Unified School District	12/27/01
	23	KRCA	62	Ind		Lieberman Broadcasting	03/20/02
	24	KADY	63	Ind		Biltmore Broadcasting	12/27/01
	25	KHIZ	64	Ind		Sunbelt TV	03/20/02
Louisville	1	WAVE	3	NBC		Cosmos Broadcasting	6/13/2003
	2	WHAS	11	ABC		Belo	6/13/2003
	3	WKPC	15	PBS		Kentucky Auth. For ETV	6/13/2003
	4	WBNA	21	PAX		Word Broadcasting Network	6/13/2003
	5	WLKY	32	CBS		Hearst Argyle	6/13/2003
	6	WBKI	34	WB		Cascade Communications	6/13/2003
	7	WDRB	41	FOX		Block Communications	6/13/2003
	8	WFTE	58	UPN		Block Communications	6/13/2003
	9	WKMJ	68	PBS		Kentucky Auth. For ETV	6/13/2003
Memphis	1	WREG	3	CBS		NYT Broadcast	09/27/00
	2	WMC	5	NBC		Raycom	09/27/00
	3	WKNO	10	PBS		Mid So. Public Com.	12/27/01
	4	WHBQ	13	Fox		Fox	09/27/00
	5	WPTY	24	ABC/WB		Clear Channel (Memphis)	09/27/00
	6	WLMT	30	UPN		Chesapeake Bay Holding	12/27/01

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M i a m i	1	WPBT	2	PBS		Com. TV Found. So. Fl.	12/27/01
	2	WFOR	4	CBS		Viacom (CBS)	12/11/99
	3	WTVJ	6	NBC		NBC	12/11/99
	4	WSVN	7	Fox		Sunbeam	12/11/99
	5	WPLG	10	ABC		Post Newsweek	12/11/99
	6	WLRN	17	PBS		Dade County School Brd	12/27/01
	7	WEYS	22	Ind	X	WEYS TV Group	01/30/02
	8	WLTN	23	Uni	X	Univision	12/27/01
	9	WBFS	33	UPN		Viacom	12/27/01
	10	WPXM	35	PAX		Paxson (O&O)	06/14/02
	11	WBZL	39	WB		Tribune	12/27/01
	12	WJAN	41	IND	X	Sherjan Broadcasting, Inc.	02/12/03
	13	WSCV	51	TMO	X	Telemundo Group Inc./NBC	12/27/01
	14	WAMI	69	TFT	X	Univision (Telefutura)	12/27/01
M i l w a u k e e	1	WTMJ	4	NBC		Journal Broadcasting	07/28/00
	2	WITI	6	Fox		Fox	07/28/00
	3	WMVS	10	PBS		Milw. Area District Bd	12/27/01
	4	WISN	12	ABC		Hearst Argyle	07/28/00
	5	WVTV	18	WB		Sinclair	12/27/01
	6	WCGV	24	UPN		Sinclair	12/27/01
	7	WVCY	30	Ind		Voice of Christian Youth	12/27/01
	8	WMVT	36	PBS		Milw. Area District Brd	12/27/01
	9	WPXE	55	PAX		Paxson (O&O)	06/14/02
	10	WDJT	58	CBS		Weigel Broadcasting	11/22/00
	11	WXFT	60	TFT	X	Univision/Telefutura	02/19/03
M i n n e a p o l i s	1	KTCA	2	PBS		No. MN Public TV Inc	12/27/01
	2	WCCO	4	CBS		Viacom (CBS)	01/15/00
	3	KSTP	5	ABC		Hubbard	01/15/00
	4	KMSP	9	FOX		Fox (pka Chris Craft/United TV Inc.)	12/27/01
	5	KARE	11	NBC		Gannett	01/15/00
	6	KTCI	17	PBS		No. MN Public TV	12/27/01
	7	KMWB	23	WB		Sinclair	12/27/01
	8	WFTC	29	UPN		Fox (pka Clear Channel)	01/15/00
	9	KPXM	41	PAX		Paxson (O&O)	06/14/02
	10	KSTC	45	Ind		Hubbard	12/27/01
N a s h v i l l e	1	WKRN	2	ABC		Young Broadcasting	09/13/00
	2	WSMV	4	NBC		Meredith	09/13/00
	3	WTVF	5	CBS		News Channel 5	09/13/00
	4	WNPT	8	PBS		Nashville Public TV	12/27/01
	5	WZTV	17	Fox		Sinclair	09/13/00
	6	WUXP	30	UPN		Sinclair	12/27/01
	7	WHTN	39	Ind		Christian TV Network	12/27/01
	8	WNAB	58	WB		Lambert Bcstng of Tenn	12/27/01

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Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
New Orleans	1	WWL	4	CBS		Belo	9/26/2002
	2	WDSU	6	NBC		Hearst Argyle	9/26/2002
	3	WVUE	8	FOX		Emmis	9/26/2002
	4	WYES	12	PBS		Greater New Orleans ETV Foundation	9/26/2002
	5	WGNO	26	ABC		Tribune	9/26/2002
	6	WLAE	32	PBS		Educational Bdcstg Foundation Inc	9/26/2002
	7	WNOL	38	WB		Tribune	9/26/2002
	8	WUPL	54	UPN		Viacom	9/26/2002
New York	1	WCBS	2	CBS		Viacom (CBS)	11/28/99
	2	WNBC	4	NBC		NBC	11/28/99
	3	WNYW	5	Fox		Fox	11/28/99
	4	WABC	7	ABC		ABC	11/28/99
	5	WWOR	9	UPN		Fox	10/18/00
	6	WPIX	11	WB		Tribune	06/30/00
	7	WNET	13	PBS		Educ Broadcasting Corp	12/27/01
	8	WLIW	21	PBS		Long Island ETV Council	03/20/02
	9	WNYE	25	PBS		Brd of Ed., City of NY	12/27/01
	10	WPXN	31	PAX		Paxson (O&O)	06/14/02
	11	WXTV	41	Uni	X	Univision	12/27/01
	12	WNJU	47	TMO	X	Telemundo Group Inc./NBC	12/27/01
	13	WNJN	50	PBS		NJ Public Broadcasting	12/27/01
	14	WLNY	55	Ind		WLNY TV Inc	12/27/01
	15	WRNN	62	Ind		New Mass Media Inc	12/27/01
	16	WMBC	63	Ind		Mountain Brdcstng Corp	12/27/01
	17	WFUT	68	TFT	X	Univision (Telefutura)	12/27/01
Norfolk	1	WTKR	3	CBS		NYT.Broadcast Holdings	08/28/02
	2	WSKY	4	IND		Sky Television LLC	03/19/03
	3	WAVY	10	NBC		LIN TV	08/28/02
	4	WVEC	13	ABC		Belo	08/28/02
	5	WHRO	15	PBS		Hampton Roads Educ. Telecom Assn	08/28/02
	6	WGNT	27	UPN		Viacom	08/28/02
	7	WTVZ	33	WB		Sinclair	08/28/02
	8	WVBT	43	FOX		LIN TV	08/28/02
	9	WPXV	49	PAX		Paxson	08/28/02
Oklahoma City	1	KFOR	4	NBC		NYT.Broadcast Holdings	07/31/02
	2	KOCO	5	ABC		Hearst Argyle	07/31/02
	3	KWTV	9	CBS		Griffin Television	08/26/02
	4	KETA	13	PBS		Oklahoma Educational TV Authority	07/31/02
	5	KOKH	25	FOX		Sinclair	07/31/02
	6	KOCB	34	WB		Sinclair	07/31/02
	7	KAUT	43	UPN		Viacom	07/31/02
	8	KSBI	52	IND		Locke Supply Co	07/31/02
	9	KOPX	62	PAX		Paxson	07/31/02

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
O r l a n d o	1	WESH	2	NBC		Hearst Argyle	02/05/00
	2	WKMG	6	CBS		Post Newsweek	02/05/00
	3	WFTV	9	ABC		Cox	02/05/00
	4	WKCF	18	WB		Emmis	06/14/02
	5	WMFE	24	PBS		Community Comm	12/27/01
	6	WRDQ	27	Ind		Cox	12/27/01
	7	WOFL	35	Fox		Fox (pka Meredith)	02/05/00
	8	WLCB	45	Ind		Good Life Broadcasting	12/27/01
	9	WACX	55	Ind		WACX TV Channel 55	12/27/01
	10	WRBW	65	UPN		Fox	12/27/01
P h i l a d e l p h i a	1	KYW	3	CBS		Viacom (CBS)	12/11/99
	2	WPVI	6	ABC		ABC	12/11/99
	3	WCAU	10	NBC		NBC	12/11/99
	4	WHYY	12	PBS		WHYY Inc	12/27/01
	5	WPHL	17	WB		Tribune	12/27/01
	6	WNJS	23	PBS		NJ Public Broadcasting	03/20/02
	7	WTFX	29	Fox		Fox	12/11/99
	8	WYBE	35	ETV		Ind Public Media of Phil	12/27/01
	9	WLVT	39	PBS		Lehigh Valley Public Telecom	03/20/02
	10	WGTW	48	Ind		Brunson Comm	12/27/01
	11	WWAC	53	Ind		WWAC Inc	02/14/02
	12	WPSG	57	UPN		Viacom	12/27/01
	13	WPPX	61	PAX		Paxson (O&O)	06/14/02
	14	WWSI	62	TMO	X	Council Tree Communications	02/20/02
	15	WUVP	65	Uni	X	Univision	03/20/02
	16	WFMZ	69	Ind		Maranatha Broadcasting	12/27/01
P h o e n i x	1	KTVK	3	Ind		Belo	03/30/00
	2	KPHO	5	CBS		Meredith	12/11/99
	3	KAET	8	PBS		Arizona State Univ. Bd	12/27/01
	4	KSAZ	10	Fox		Fox	12/11/99
	5	KPHZ	11	Ind		NBC Telemundo Phoenix (pka Venture Technologies)	12/27/01
	6	KPNX	12	NBC		Gannett	12/11/99
	7	KNXV	15	ABC		Scripps	12/11/99
	8	KTVW	33	Uni	X	Univision	12/27/01
	9	KUTP	45	UPN		Fox	12/27/01
	10	KPPX	51	PAX		Paxson (O&O)	06/14/02
	11	KASW	61	WB		Belo	12/27/01

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
Pittsburgh	1	KDKA	2	CBS		Viacom (CBS)	06/30/00
	2	WTAE	4	ABC		Hearst Argyle	06/30/00
	3	WPXI	11	NBC		Cox	06/30/00
	4	WQED	13	PBS		WQED Pittsburgh	12/27/01
	5	WNPA	19	UPN		Viacom	12/27/01
	6	WCWB	22	WB		Sinclair	12/27/01
	7	WPCB	40	Ind		Cornerstone	12/27/01
	8	WPGH	53	Fox		Sinclair	06/30/00
Portland	1	KATU	2	ABC		Fisher	08/25/00
	2	KOIN	6	CBS		Emmis	06/19/02
	3	KGW	8	NBC		Belo	08/25/00
	4	KOPB	10	PBS		Oregon Public Brdcstng	12/27/01
	5	KPTV	12	Fox		Meredith (pka Fox)	12/27/01
	6	KPXG	22	PAX		Paxson (O&O)	07/31/02
	7	KWBP	32	WB		Acme TV [pending sale to Tribune]	12/27/01
	8	KPDX	49	UPN		Meredith	08/25/00
Providence	1	WLNE	6	ABC		Freedom Communications, Inc.	07/10/02
	2	WJAR	10	NBC		NBC	07/10/02
	3	WPRI	12	CBS		Lin TV	07/10/02
	4	WLWC	28	UPN		Viacom	07/10/02
	5	WEDN	53	PBS		Conn. Public TV & Radio	07/10/02
	6	WNAC	64	Fox		Lin TV	07/10/02
Raleigh	1	UNC	4	PBS		Univ. of North Carolina	12/27/01
	2	WRAL	5	CBS		Capitol Broadcasting	12/18/99
	3	WTVD	11	ABC		ABC	12/18/99
	4	WNCN	17	NBC		NBC	12/18/99
	5	WLFL	22	WB		Sinclair	12/27/01
	6	WRDC	28	UPN		Sinclair	12/27/01
	7	WKFT	40	Ind		Univision (prev. Bahakel)	12/27/01
	8	WRPX	47	PAX		Paxson (O&O)	06/14/02
	9	WRAZ	50	Fox		Capital Bdcasting (pka WRAZ, Inc.)	12/18/99
Richmond	1	WTVR	6	CBS		Raycom Media	1/16/2003
	2	WRIC	8	ABC		Young Broadcasting	1/16/2003
	3	WWBT	12	NBC/WB		Jefferson Pilot	1/16/2003
	4	WCVE	23	PBS		Community Ideas	1/16/2003
	5	WRLH	35	FOX		Sinclair	1/16/2003
	6	WCVW	57	PBS		Community Ideas	1/16/2003
	7	WUPV	65	UPN		Lockwood Broadcasting	1/16/2003

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
R o a n o k e	1	WB	5	WBVA		Grant Broadcasting	06/03/03
	2	CBS	7	WDBJ		Schurz Communications	06/03/03
	3	NBC	10	WSLS		Media General	06/03/03
	4	ABC	13	WSET		WSET Inc. (Allbritton)	06/03/03
	5	PBS	15	WBRA		Blue Ridge Public TV	06/03/03
	6	UPN	24	WRDL		WRDL TV	06/03/03
	7	FOX	27	WFXR		Grant Broadcasting	06/03/03
S a c r a m e n t o	1	KCRA	3	NBC		Hearst Argyle	03/04/00
	2	KVIE	6	PBS		KVIE Inc	12/27/01
	3	KXTV	10	ABC		Gannett	03/04/00
	4	KOVR	13	CBS		Sinclair	03/04/00
	5	KUVS	19	Uni	X	Univision	12/27/01
	6	KMAX	31	UPN		Viacom	12/27/01
	7	KSPX	29	PAX		Paxson (O&O)	06/14/02
	8	KTXL	40	Fox		Tribune	03/04/00
	9	KQCA	58	WB		Hearst Argyle	12/27/01
S a l t L a k e C i t y	1	KUTV	2	CBS		Viacom (CBS)	06/02/00
	2	KTVX	4	ABC		Clear Channel (pka Chris Craft/Fox)	06/16/00
	3	KSL	5	NBC		Bonneville Int'l Corp	06/02/00
	4	KUED	7	PBS		University of Utah	12/27/01
	5	KULC	9	ETV		Utah State Bd of Regents	12/27/01
	6	KBYU	11	PBS		Brigham Young Univ.	12/27/01
	7	KSTU	13	Fox		Fox	06/02/00
	8	KJZZ	14	Ind		Larry Miller Broadcasting	06/02/00
	9	KUPX	16	PAX		Paxson (O&O)	06/14/02
	10	KTMW	20	Ind		Channel 20 TV	12/27/01
	11	KPNZ	24	UPN		Arthur C Kralowec	12/27/01
	12	KUWB	30	WB		Acme TV	12/27/01
S a n A n t o n i o	1	KBEJ	2	UPN		Corridor Television LLP	12/27/01
	2	WOAI	4	NBC		Clear Channel (pka ChrisCraft/Fox)	11/08/00
	3	KENS	5	CBS		Belo	11/08/00
	4	KLRN	9	PBS		Alamo Pub Tele Council	12/27/01
	5	KSAT	12	ABC		Post Newsweek	11/08/00
	6	KNIC-CA	17	TFT	X	Univision/Telefutara	03/26/03
	7	KPXL	26	Pax		Paxson (O&O)	06/14/02
	8	KABB	29	Fox		Sinclair	11/08/00
	9	KRRT	35	WB		Sinclair	12/27/01
	10	KWEX	41	Uni	X	Univision	12/27/01
	11	KVDA	60	TMO	X	Telemundo Group Inc./NBC	12/27/01

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
San Diego	1	XETV	6	Fox		Bay City TV (pka Televisa)	10/19/00
	2	KFMB	8	CBS		Midwest TV Inc	06/30/00
	3	KGTV	10	ABC		Mograw Hill	06/30/00
	4	XUPN	13	UPN		Bay City Television	04/02/03
	5	KPBS	15	PBS		CSU San Diego	12/27/01
	6	KNSD	39	NBC		NBC	06/30/00
	7	KFTR	46	TFT	X	Univision/Telefutura	02/19/03
	8	KSWB	69	WB		Tribune	12/27/01
San Francisco	1	KTVU	2	Fox		Cox	12/04/99
	2	KRON	4	Ind-1/02		Young Broadcasting	12/04/99
	3	KPIX	5	CBS		CBS	12/04/99
	4	KGO	7	ABC		ABC	12/04/99
	5	KQED	9	PBS		KQED Inc	12/27/01
	6	KNTV	11	NBC-1/02		NBC (prev.Granite)	12/27/01
	7	KDTV	14	Uni	X	Univision	12/27/01
	8	KBWB	20	WB		Granite	12/27/01
	9	KTSF	26	Ind		Lincoln Broadcasting	12/27/01
	10	KMTP	32	PBS		Minority TV Project	12/27/01
	11	KICU	36	Ind		Cox	12/27/01
	12	KTNC	42	Ind	X	Pappas-Azteca America	12/27/01
	13	KBHK	44	UPN		Viacom (prev. Chris Craft/Fox)	12/27/01
	14	KSTS	48	TMO	X	Telemundo Group Inc./NBC	12/27/01
	15	KTEH	54	PBS		KTEH TV Foundation	12/27/01
	16	KCSM	60	PBS		San Mateo Co Com College	12/27/01
	17	KKPX	65	PAX		Paxson (O&O)	06/14/02
	18	KFSF	66	TFT	X	Univision (Telefutura)	12/27/01
Seattle	1	KOMO	4	ABC		Fisher	02/05/00
	2	KING	5	NBC		Belo	02/05/00
	3	KIRO	7	CBS		Cox	02/05/00
	4	KCTS	9	PBS		KCTS TV	12/27/01
	5	KSTW	11	UPN		Viacom	12/27/01
	6	KCPQ	13	Fox		Tribune	02/05/00
	7	KONG	16	Ind		Belo	12/27/01
	8	KTWB	22	WB		Tribune	12/27/01
	9	KBCB	24	Ind		World TV	03/20/02
	10	KBTC	28	PBS		Bates Technical College	12/27/01
	11	KWPX	33	PAX		Paxson (O&O)	06/14/02
	12	KWOG	51	Ind		African-American Brdcst	05/15/02
Shreveport	1	KTBS	3	ABC		KTBS Inc.	6/18/2003
	2	KSLA	12	CBS		Raycom Media	6/18/2003
	3	KLTS	24	PBS		LA ETV Authority	6/18/2003
	4	KMSS	33	FOX		ComCorp of America	6/18/2003
	5	KSHV	45	WB/UPN		White Knight Holdings	6/18/2003

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
S t . L o u i s	1	KTVI	2	Fox		Fox	03/04/00
	2	KMOV	4	CBS		Belo	03/04/00
	3	KSDK	5	NBC		Gannett	03/04/00
	4	KETC	9	PBS		St Louis Reg & Pub TV	12/27/01
	5	KPLR	11	WB		Acme Television of Missouri Inc. [pending sale to Tribune]	12/27/01
	6	KNLC	24	Ind		New Life Evang.Center	12/27/01
	7	KDNL	30	ABC		Sinclair	03/04/00
	8	WRBU	46	UPN		Roberts Brcdstng/USA [pending sale to St. Louis/Denver LLC]	12/27/01
T a m p a	1	WEDU	3	PBS		Florida W Coast Brcdstng	12/27/01
	2	WFLA	8	NBC		Media General	01/15/00
	3	WTSP	10	CBS		Gannett	01/15/00
	4	WTVT	13	Fox		Fox	01/15/00
	5	WUSF	16	PBS		So Fl Univ Bd of Regents	12/27/01
	6	WCLF	22	Ind		Christian TV Network	12/27/01
	7	WFTS	28	ABC		Scripps	01/15/00
	8	WMOR	32	Ind		Hearst Argyle	12/27/01
	9	WTTA	38	WB		Sinclair	12/27/01
	10	WTOG	44	UPN		Viacom	12/27/01
	11	WFTT	50	TFT	X	Univision (Telefutura)	12/27/01
	12	WVEA	62	Uni	X	Univision	12/27/01
T u c s o n	1	KFTU	3	TFT	X	Univision/Telefutura	06/18/03
	2	KVOA	4	NBC		Cordillera Communications	06/18/03
	3	KUAT	6	PBS		University of Arizona	06/18/03
	4	KGUN	9	ABC		Emmis	06/18/03
	5	KMSB	11	FOX		Belo	06/18/03
	6	KOLD	13	CBS		Raycom Media	06/18/03
	7	KTTU	18	UPN/PAX		Belo (pka Clear Channel)	06/18/03
	8	KHRR	40	TMO	X	NBC/Telemundo	06/18/03
	9	KWBA	58	WB		Cascade Broadcasting	06/18/03
W e s t P a l m B e a c h	1	WPTV	5	NBC		Scripps	12/22/00
	2	WPEC	12	CBS		Freedom Comm.	12/22/00
	3	WPBF	25	ABC		Hearst Argyle	12/22/00
	4	WFLX	29	Fox		Raycom	12/22/00
	5	WTVX	34	UPN/WB		Viacom	12/27/01
	6	WJAN	41	Ind	X	Sherjan Broadcasting, Inc.	02/12/03
	7	WXEL	42	PBS		So Fl Public Telecomm	12/27/01
	8	WFGC	61	Ind		Christian TV Network	12/27/01
	9	WPXP	67	PAX		Paxson (O&O)	06/14/02
	10	WAMI	69	TFT	X	Univision/Telefutura	02/19/03

Schedule III.1.f.
DIRECTV Local Stations

PUBLIC

Market	Count	Station	Channel	Network	Hispanic	Owner	Launch Date
Washington DC	1	WRC	4	NBC		NBC	12/04/99
	2	WTTG	5	Fox		Fox	12/04/99
	3	WJLA	7	ABC		WJLA-TV (A Div. Of Allbritton)	12/04/99
	4	WUSA	9	CBS		Gannett	12/04/99
	5	WFDC	14	TFT	X	Telefutura	12/27/01
	6	WDCA	20	UPN		Viacom	12/27/01
	7	WETA	26	PBS		Greater Wash Educ Tele	12/27/01
	8	WHUT	32	PBS		Howard University	12/27/01
	9	WBDC	50	WB		Tribune	12/27/01
	10	WNVTV	53	PBS		Central VA Edu Telecom	01/30/02
	11	WNVC	56	ETV		Central VA Edu Telecom	12/27/01
	12	MPT	62	PBS		Maryland Public TV	12/27/01
	13	WPXW	66	PAX		Paxson (O&O)	09/26/02
	14	WJAL	68	Ind		Entravision	07/10/02
Wilmington	1	WNEP	16	ABC		New York Times Co.	6/11/2003
	2	WYOU	22	CBS		Nexstar Broadcasting	6/11/2003
	3	WBRE	28	NBC		Nexstar Broadcasting	6/11/2003
	4	WSWB	38	WB/UPN		Pegasus	6/11/2003
	5	WVIA	44	PBS		Northeastern PA ETV Assoc.	6/11/2003
	6	WOLF	56	FOX		Pegasus	6/11/2003

“Number of subscribers for each programming package, a la carte service, and local channels”

General – For both Interrogatories, active residential customers were grouped by primary owner (DIRECTV or NRTC). Counts for all combinations of packages, a la carte services and local channels were provided and further broken down according to the specific directions of each Interrogatory:

- For **Interrogatory III.1.g**, subscriber counts were further broken down by DMA for each quarter beginning the first quarter, 2001 through the second quarter, 2003.
- For **Interrogatory III.2.b(i)**, subscriber counts were broken down by zip code for each month beginning January 2001 through June 2003.

All files are tab-delimited text files. The following is a description of the column headers and abbreviations for each of the fields.

1. Columns are:
 - a. **PRIMARY_OWNER** – DIRECTV (“DTV”) or NRTC.
 - b. **ZIP** – 5 digit text format zip code
 - c. **PKGDESC** – 30 character alphanumeric description of service package
 - d. **CUSTCOUNT** – count of customers within each combination of a, b, and c above.
 - e. **LCLS** – count of customers within each combination of a, b, and c above who have a local channels package.
2. **PKGDESC** – This field is built in our programs to standardize the description of our customers’ packages. This describes the contents of the field:
 - a. Base package: The field will contain one of the following:
 - (1) TC – Total Choice
 - (2) OEE – Opcion Extra Especial, also includes any Total Choice Customer with Para Todos add-on package 1620.
 - (3) SC – Select Choice
 - (4) OE – Opcion Especial, also includes any Select Choice customer with Para Todos add-on package 1620
 - (5) HC – Hawaii Choice
 - (6) PDTV – Plus DIRECTV (no longer offered, grandfathered)
 - (7) DTVL – DIRECTV Limited (no longer offered, grandfathered)
 - (8) EB – Economy Basic (NRTC package)
 - (9) MIN – Minimum Service Package (\$3/mo, usually for NFL-only subs)
 - (10) PAST – Past Due package (automatic package when account is past due)
 - (11) NOPKG – no active base package
 - b. Family Pack – if Family Pack is present the description will contain the word “PLUS” in it.

- c. Local Channels – if Local Channels service is taken, the description will contain “W/LOCALS” in it.
- d. “+1”, “+2”, “+3”, “+4”, “5” – Customer may select one, some or all of our five premium services. The services are STARZ! (includes 4 STARZ!, Encore East & West, and 6 Encore Themes), HBO (which includes 7 HBOs and HBO Family), Showtime (which include 6 Showtimes, The Movie Channel, and Flix), Cinemax (2 channels), and Sports Pack.
- e. “+OTHER” – This indicates that the customer has some premium movie channel(s) and/or Sports Pack in some combination that does not fit the “Pick” strategy. An example might be a customer who chooses HBO Family and The Movie Channel only. These are grandfathered choices and are no longer offered.
- f. Note: DIRECTV’s “Premier” package would be denoted as “TC PLUS W/LOCALS +5” in a market where local channels is available.

**REDACTED -
FOR PUBLIC INSPECTION**

Schedule III.1.g(III)
**TOTAL SUBSCRIBERS BY PROGRAMMING
TIER**

26-Dec-99		29-Dec-00	28-Dec-01
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Schedule III.1.g(II)
TOTAL SUBSCRIBERS BY PROGRAMMING TIER
Formerly Hughes-Echostar Schedule V.B.

Schedule III.1.i(i)

“Non-recurring Charges Not Associated With Promotional Offerings”

Description	Non-Recurring Charge	Recurring Charge
1. Service Initiation ¹	N/A	N/A
2. Service Termination	Up to \$15.00	N/A
3. House Service Call ² <ul style="list-style-type: none"> • Installer sent to home • Assessment of problem • Fixes of minor problems (e.g., dish realignment, fitting replacement, etc.) 	\$70.00 ³ (additional charges may be incurred)	N/A
4. Protection Plan ⁴	N/A	\$5.99/month
5. Protection Plan Cancellation Fee <ul style="list-style-type: none"> • Only if cancel between 31 days and one year 	\$10.00	N/A
6. Other Charges:		
• Access Card Replacement	Up to \$150	N/A
• Late Fee	\$5.00	N/A
• Change of Service Fee	Up to \$10.00	N/A
• Check-by-phone or Other Transaction Fee	\$5.50	N/A
• Telephone Order Assistance Fee ⁵	Up to \$10.00	N/A
• Duplicate Statement Fee	Up to \$1.75	N/A

¹ Customers who refuse to provide a social security number for credit scoring, or once credit scored have been determined to be a high credit risk, must pay \$50 prior to activation. This fee is applied to the payment of their first month's bill.

² Home service call and repairs covered if customer has "Protection Plan."

³ Price was increased to \$70 on February 19, 2003; the price was \$60 from May 2001 through February 18, 2003; the price was \$50 during the year 2000 through April 2001.

⁴ Customers who call customer service requesting a home service call, and choose to sign up for the Protection Plan during that call, pay only a \$30—instead of \$70—home service call fee. Prior to February 19, 2003 (years 2000, 2001, 2002, January 1 through February 18, 2003), the fee was \$25.

⁵ Customers who wish to order any pay-per-view (PPV) service over the phone rather than through the impulse function readily available on their DIRECTV IRD and remote control (due to lack of phone connection to the IRD) or through DIRECTV's web site, may be charged up to \$10 per PPV movie or event or other program so ordered.

Schedule III.1.i(i)

• Ledger Request Fee	Up to \$2.75	N/A
• Returned Payment (check) Fee	Up to \$20.00	N/A

Schedule III.1.i(iv)(A)

CUSTOMER AGREEMENT

effective as of October 1999 until replaced

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS REGARDING YOUR RECEIPT AND PAYMENT OF DIRECTV SERVICE. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU AGREE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU.

CONTACTING DIRECTV:

You may contact us 24 hours a day, any day of the year, by calling (800) 531-5000 or by writing to:

DIRECTV, INC.
Customer Service
P.O. Box 92600
Los Angeles, CA 90009

You can also visit our website at www.directv.com.

Thank you for choosing DIRECTV for your television programming service. DIRECTV provides programming service to residents of the continental United States and certain parts of Alaska. We do not provide service to addresses outside of this area. This is your copy of the Customer Agreement between DIRECTV and you as a customer of DIRECTV. Please keep it for your records.

1. OUR SERVICE

These are the terms on which we will provide you DIRECTV subscription programming, DIRECT TICKET Pay Per View services, and other services (referred to collectively as "Services"):

- (a) **Program Choices.** We offer a variety of programming packages (at least one of which you have already selected), sports subscriptions and pay per view programming available on special order. All programming selections have their own rates, terms, and conditions. These are described in our literature, which we can supply to you on request. Information is also available on our website at www.directv.com. Some Service is available only if you purchase and maintain a minimum level of programming.
- (b) **Ordering Pay Per View.** You may order pay per view service by using your on-screen program guide and remote control unit or by calling us. If you call, a fee may apply (described in Section 2). The most convenient method is the on-screen program guide, which requires that your receiver be continuously connected to a land-based telephone line. In this way, information about the program that you order is transmitted via the telephone line. During the short transmission period, you may not be able to use the line for other purposes.
- (c) **Your Programming Changes.** You may change your programming selection by notifying us. A fee may apply to such changes (described in Section 2).
- (d) **Our Programming Changes.** Many different and changing considerations affect the availability, cost, and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, re-arrange, add, or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your service, in whole or in part, if you do not accept the change. If you do cancel, we will refund to you, on a

5. CANCELLATION

(a) **Term.** The term of this Agreement is indefinite and Service will continue until canceled as provided herein. We will automatically renew Service that you subscribe to on a periodic basis, including monthly and annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service, unless you notify us that you wish to cancel it.

(b) **Your Cancellation.** You may cancel Service by notifying us. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. We will credit your final statement with any amounts you may have prepaid, but we will not refund prepaid seasonal sports subscriptions after the season starts.

(c) **Our Cancellation.** We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, or breach any other material provision of this Agreement. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the disconnect fee described in Section 2. In addition, we may terminate this Agreement if you elect not to accept any changed terms described to you, as provided in Section 4.

6. CUSTOMER LIST

We make portions of our customer list available to carefully selected companies that we believe offer products and services that may be of interest to you. If you prefer that we not provide your name, please call us.

7. LIMITS ON OUR RESPONSIBILITY

(a) **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure, or any other cause beyond our reasonable control. Because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we determine to be a fair and equitable adjustment to your account to make up for such service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

(c) **Limitations of Liability.** WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. OUR TOTAL LIABILITY TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, REGARDLESS OF THE CAUSE, WILL IN NO EVENT EXCEED THE AMOUNT PAID TO US FOR THE SERVICE IN QUESTION. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

8. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) **Informal Resolution.** We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 8(d) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) **Formal Resolution.** Except as provided in Section 8(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association that are in effect at the time the arbitration is initiated, (referred to as the "AAA Rules") and under the rules set forth in this Agreement. If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** If you initiate the arbitration, you agree to pay a fee of \$125 or, if less and you tell us in writing, the amount that you would pay to initiate a lawsuit against us in the appropriate court of law in your state. We agree to pay any additional fee or deposit required by the American Arbitration Association in excess of your filing fee. We also agree to pay the costs of the arbitration proceeding up to a maximum of one-half day (four hours) of hearings. Other fees, such as attorneys fees, expenses of travel to the arbitration and the costs of a proceeding that goes beyond one-half day will be paid in accordance with the AAA Rules. The arbitration will be held at a location within one hundred miles

of your residence unless you and we both agree to another location. To start an arbitration, you or we must do the following things:

- (i) Write a demand for arbitration. The demand must include a description

- (ii) Send three copies of the demand for arbitration plus the appropriate filing fee to:

American Arbitration Association
13455 Noel Road, Suite 1750 Dallas,
Texas 75240-6636 (800)426-8792

- (iii) Send one copy of the demand for arbitration to DIRECTV.

(c) **Special Rules.** In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. A court may sever any portion of this Section 8 that it finds to be unenforceable.

(d) **Exceptions.** Notwithstanding the foregoing: (i) any dispute over the validity of either party's intellectual property rights or our licenses to operate our business, (ii) any Claim based on Section 1(i) above, and (iii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be decided only by a court of competent jurisdiction. Nothing in this Agreement shall affect our ability to terminate Service for non-payment of amounts owed to us at the time due.

9. MISCELLANEOUS

(a) **Notice.** Notices to you will be deemed given when deposited in the United States Postal Service and addressed to you at your last known address, hand delivered to you or your place of residence, or sent electronically via your DIRECTV e-mail system. Mailed notices may be included in our statements to you. We may also provide notice to you by telephone, which will be deemed given when a message is left with you or someone answering the telephone at your residence. Your notices to us will be deemed given when we receive them at the address or telephone number set forth on the first page of this Agreement.

(b) **Applicable Law.** The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

(c) **Assignment of Account.** We may assign your account to a third party for collection purposes, without notice. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) **Other.** This states our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU FOR CHOOSING DIRECTV.

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