



# Semi-Public Viewing Addendum to DIRECTV Commercial Viewing Agreement

## SCHOOL CHOICE® SUBSCRIPTION

Effective as of June 6, 2007, 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 at 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, DIRECTV's 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 DIRECTV's then-current retail rates. Nothing in this Agreement shall be deemed to authorize Customer to order or receive any additional DIRECTV programming, other than DIRECTV SCHOOL CHOICE programming. Should Customer desire to order or receive additional DIRECTV programming, Customer shall be required to purchase such additional programming at then-current DIRECTV published rates and shall be required to execute an additional DIRECTV Agreement to receive such additional programming. In no event shall Customer's account be enabled to purchase additional programming prior to the written authorization by Customer for such programming and acceptance by DIRECTV.

### 5) EQUIPMENT:

Notwithstanding anything to the contrary in the Agreement, Customer shall be deemed the owner of the DIRECTV System, as shall be shipped to your location by DIRECTV, upon the receipt thereof. Accordingly, Customer shall not have any liability to DIRECTV in the event of any loss, damage or destruction that may occur to such equipment. Fees may apply, as shall be determined by DIRECTV in its sole discretion, should you request replacement equipment in the event of loss, damage or destruction, other than equipment which has reasonably been deemed to have failed within the first year of service activation.

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