



Fax to 877-551-7488

Dealer ID#: _____

Setup Fees:
PEGASUS DIGITAL ONE SM PLAN
One Receiver \$ 0
Two Receivers \$ 0
Add'l Receivers \$ 49 each

PEGASUS DIGITAL ONE PLAN SM AGREEMENT - 8/20/01

Valid for new residential subscribers in Pegasus Satellite Television DBS service territory only and cannot be combined with other promotional offers.

DEALER INFORMATION

Dealer Name: _____
Dealer Address: _____ E-mail Address: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____

RECEIVER INFORMATION

Manufacturer: _____ Model: _____
Primary Access Card Number: _____ Account Number: _____
Secondary Access Card Number: _____ Account Number: _____

Installation Provided: Yes No (If Yes, Dealer must submit Installation Agreement)

By signing below, Dealer acknowledges that it has complied with the Program Rules, Policies and Procedures and delivered to Subscriber an Installation Agreement, Additional Receiver Form, if applicable, and/or Notice of Cancellation, if applicable.

Dealer Signature _____ Date _____

SUBSCRIBER INFORMATION

CARDHOLDER INFORMATION

Name: _____ Name: _____
Residential Address: _____ Billing Address: _____
Phone: _____ (At Residential Address) Phone: _____
Driver's License: _____ State / Number

Credit/Debit Card Information: Credit Debit (Card will be charged if Subscriber terminates or downgrades service below Select Choice within 12 months or fails to return equipment upon termination of service.)

Card Type: _____ Card Number: _____ Exp. Date: (more than 12 months from activation)

Subscriber Programming Selection (Core package pricing includes usage and service for all receivers as detailed in the accompanying Terms and Conditions. Must choose Select Choice or Total Choice. Then add on any of the premium packages listed below. Pricing for premium packages may differ depending on the core package selected. All prices shown are monthly prices and are subject to change.)

Select Choice - \$24.99 Total Choice - \$34.99

Table with 12 columns: STARZ!, Showtime, HBO, HBO/STARZ! I, STARZ!/Showtime, HBO/STARZ! II, HBO/Showtime, HBO/STARZ!/Showtime, PLATINUM, SPORTS Pack, FAMILY Pack, PARA TODOS

Subscriber will pay the standard programming mirroring fee of \$4.99/month for each additional receiver. If there are more than two additional receivers, there may be additional installation charges, including purchase of a multi-switch. Attach completed Additional Receiver Form for any additional receivers. All receivers must be continuously connected to the same land-based phone line.

I hereby acknowledge that by signing this Agreement, I have entered into a legal contract and that, pursuant to the Terms and Conditions accompanying this Agreement, I will pay all fees and charges accruing hereunder and that I may be subject to a fee of up to \$250, if in the first twelve months after activation, I cancel or downgrade my service below Select Choice, as well as a fee of \$150 per receiver if I fail to return the equipment provided to me upon termination of my DIRECTV programming. I agree that the aforementioned fees may be applied to the credit/debit card identified above. I understand that my billing cycle starts from date of activation.

Subscriber Initial Here: _____

I acknowledge receiving, reading and understanding this Agreement and the accompanying Terms and Conditions which are hereby incorporated into this Agreement. I authorize Pegasus Satellite Television to investigate my financial responsibility and creditworthiness. I also hereby confirm the accuracy of the information set forth above and acknowledge receipt of an Installation Agreement, Additional Receiver Form, if applicable, and/or Notice of Cancellation, if applicable.

Subscriber Signature _____ Date _____

If this Agreement is signed in the Subscriber's home or at a location other than the Dealer's Store,

YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.



Installation Agreement

Required by DigiVision on every Pegasus Installation

Valid for new residential subscribers in Pegasus Satellite Television service territory only and cannot be combined with other promotional offers.

Dealer Name: _____ Phone Number: _____

Primary Receiver: _____ Access Card #: _____

Secondary Receiver: _____ Access Card #: _____

Customer Name: _____ Account Number: _____

Residence Address: _____

Mailing Address: _____
(if different)

Installation Checklist

Installation Completion

- All Trash Removed
- Phone Line Attached
- Antenna Hookup
- VCR Hookup
- Stereo Hookup

Systems Check

- Signal Strength _____
- Phone Line Working
- Programming-All Channels Receiving
- Run On-Screen Systems Test

Trained Customer on the Following Information

- On-screen Programming Guide
- Networks (Local and/or Distant where applicable)
- Additional Receivers (\$5.00/mo.)
- Universal Remote Control Programmed
- Ordering PPV Events and Movies
- Switching from TV/DSS/VCR
- Importance of Phone Connection
- Importance of Surge Protection
- Owner's Manual/Service and Maintenance Coverage Plan
- Customer Bill in 5-7 Days
- Review of Satellite EZ Plan Programs If Applicable
- Adding Additional Equipment
(Receivers, Antenna, internet)
- \$10 Activation Fee On Standard Sale
(if applicable)

I understand and am satisfied with my DIRECTV System and am comfortable with my installation.

Customer Signature

I have completed this installation and customer training on the usage and features of this DIRECTV System.

Installer Signature

Date



**Pegasus Satellite Television, Inc.
Pegasus Digital One PlanSM Program
Rules, Policies and Procedures**

1. Applicability

These Rules, Policies and Procedures apply to Dealer's participation in the Pegasus Digital One PlanSM Program ("Program") offered by Pegasus Satellite Television, Inc., on behalf of itself and its affiliates ("Pegasus").

2. Program Requirements

Dealer will market the Program to residential subscribers who are not current DIRECTV[®] subscribers and who have not subscribed to DIRECTV[®] from Pegasus during the last twelve (12) months. The Program applies to residential subscribers only. The Program is described in the standard form Pegasus Digital One PlanSM Agreement including the accompanying Terms and Conditions ("Agreement"), between the subscriber and Pegasus. The Program shall apply to Agreements with residential subscribers originated by Dealer until the Program is terminated by Pegasus, provided the subscriber and Dealer have complied with these Rules, Policies and Procedures and other Program requirements.

3. Program Features

Under the Program, a subscriber will be provided a DIRECTV System, with one or more receivers, and subscribe to the DIRECTV[®] Select Choice[®] or higher-cost programming package under the Pegasus Digital One PlanSM, where the subscriber will pay monthly bills for these services and all other fees, in compliance with the terms of the Pegasus Digital One PlanSM Agreement and the Pegasus Subscriber Agreement, and where fees for termination or downgrade of programming within the first 12 months and the return of equipment will be secured by the subscriber's credit card (Credit Card may refer to Debit Card as long as associated with a major credit card company). The fees and requirements for the plan are set forth in the Agreement. Additional receivers may be installed at an additional monthly fee of \$4.99 per receiver, which covers the standard programming mirroring fee. The subscriber pays for DIRECTV[®] programming services and use of the equipment consisting of the receiver, remote control and access card (collectively, the "Unit") on a month-to-month basis, provided that if, within the first twelve months of activation, the subscriber terminates, downgrades service to a lower cost programming package than Select Choice[®], or otherwise terminates the Agreement, the subscriber will pay Pegasus up to \$250.

4. Subscriber Sign-up Procedures

The Dealer will fully and accurately complete the subscriber and Dealer portions of the Agreement with all required information about the Dealer and subscriber, including a valid credit/debit card number of the subscriber with an expiration date more than twelve months from the date of the Agreement. The subscriber and Dealer both must sign the Agreement. Dealer will complete a Notice of Cancellation, if the sale occurs at a place other than Dealer's regular place of business. Dealer must provide the subscriber with a copy of the Agreement, including the Terms and Conditions and the Installation Agreement and, if applicable, two copies of a completed Notice of Cancellation.

5. No Security Deposits

No security deposit is required under the Agreement. Dealer may not collect a security deposit for any purpose from the subscriber.

6. Activation Procedures

After obtaining a signed Agreement from the subscriber, Dealer must provide the required information to Pegasus through *Solutions* to enable Pegasus to process the application. Pegasus will inform the Dealer of the acceptance or rejection of the application through *Solutions*.

7. Installation

The Dealer will be responsible for installation of all equipment necessary for the subscriber to receive DIRECTV® programming, including the dish antenna, receiver, low noise blocker, remote control, wiring and related hardware (the "Equipment"). Dealer is responsible for all installation-related issues for the first year. (See Section 12, "Repair Services.") Dealer is required to set up and connect each receiver to the same land-based phone line. The subscriber will pay the Dealer directly the following one-time setup fees included within the plan for the number of receivers selected by the subscriber.

Pegasus Digital One Plan SM	<u>One Receiver</u>	<u>Two Receivers</u>	<u>Each Additional Receiver</u>
	\$0	\$0	\$49.00

The Dealer may charge an additional installation fee for more than two receivers if the subscriber's residence is not wired for multiple receivers and requires the purchase of a multi-switch. Dealer will provide the Equipment from its inventory at no cost to the subscriber except for the setup fee, if applicable. When and as offered from time to time, Dealer may acquire inventory through a buy-down program sponsored by Pegasus.

8. Title to Equipment

Upon installation, title to the Unit (other than the access card) shall be transferred automatically from Dealer to Pegasus and title to all other components of the installed system, including but not necessarily limited to, the dish, wiring and related hardware shall be transferred from Dealer to the Subscriber.

9. Payments to Dealer

Pegasus will make the following payments to Dealer with respect to each subscriber activation:

	<u>One Receiver</u>	<u>Two Receivers</u>	<u>3rd & 4th Receivers</u>
Commission	\$200.00	\$250.00	\$25.00 each
Installation Subsidy	\$150.00	\$200.00	\$25.00 each
Commission Subject to Chargeback Upon Termination or Downgrade of Subscriber*	No	No	No
Installation Subsidy Subject to Chargeback Upon Termination or Downgrade of Subscriber*	No	No	No

The commission and installation subsidy for the Pegasus Digital One PlanSM is payable to the Dealer only upon (i) activation of the subscriber's service, (ii) expiration of the 5 day satisfaction guarantee period and any applicable rescission rights under state or local consumer laws and (iii) receipt by Pegasus of the materials set forth in Section 11, in the form described therein.

*Neither the commission nor the installation subsidy are subject to chargeback, if subscriber terminates or downgrades service before the end of the 12-month period following activation, unless the Dealer provides Pegasus with false information or fails to abide by the Rules, Policies and Procedures established herein.

10. Returns

Dealer acknowledges that if Dealer elects to perform the installation prior to the expiration of any applicable consumer rescission period that Dealer will be required to remove any equipment installed and refund to subscriber any fees received from subscriber should subscriber elect to exercise the right to rescind the transaction.

11. Claim Procedures

In order to receive the applicable commission and installation subsidy payments, Dealer must submit to Pegasus the Pegasus Digital One PlanSM Agreement and the Installation Agreement. Both agreements must be signed by the subscriber and Dealer and all required information must be provided. These materials must be faxed to Pegasus at 877-551-7488 or mailed to Pegasus at 123 Felton Street, Marlborough, Massachusetts 01752, Attention: Commissions Dept.

12. Repair Services

Repair services for the Equipment will be provided by Pegasus through VAC Service Corporation (1-888-389-1047, option 2) or other vendors designated by Pegasus from time to time. If Dealer wishes to provide repair services, it must submit a separate application to VAC, be approved by VAC, and be subject to VAC's policies and procedures for the delivery of such services. For the first year after installation, Dealer will be expected to resolve any installation-related conflicts within 48 hours of notification from VAC. Dealer will not charge subscriber for any repair services without the express approval of Pegasus. If timely resolution does not occur, an alternate installer will be dispatched and the installing dealer will be billed for all associated costs.

13. Confidential Information and Restriction on Use

Dealer acknowledges that the description of the Program, the commission structure associated with the Program and the subscriber information supplied to the Dealer is the confidential and proprietary information of Pegasus. Dealer will not use any such confidential or proprietary information in connection with any offer of satellite services to a subscriber, other than those offered by Pegasus. Dealer agrees that this obligation survives the termination of the Dealer's relationship with Pegasus.