# cigna

### **COMMERCIAL SERVICE AGREEMENT**

1. The Agreement. This Commercial Subscriber Service Agreement (hereinafter referred to as 'Agreement'), together with any applicable agreement sets forth the terms and conditions under which MediaScape Inc. (hereinafter referred to as "Service Provider") will provide its Services to an approved and activated commercial subscriber (hereinafter referred to as "Subscriber") and defines the rights and obligations of the parties. This Agreement shall take effect immediately upon activation of the Service subject to the details written on the reverse side hereof

If any of the provisions in this Agreement are declared void, illegal or unenforceable by order of a court of competent jurisdiction, then the provisions that remain valid shall be enforced and remain in full force and effect. Service Provider being unable to strictly enforce one or any of the provisions of this Agreement shall not be construed as a waiver of the provision(s) concerned. For the avoidance of doubt, any waiver by Service Provider of any provision of this Agreement shall only be valid if made in writing by an authorized representative of Service Provider.

2.Services, "Services" shall mean all video, audio, data and other programming services and all other services that are currently available from Service Provider (whether subscription, pay-per-view or otherwise) and those that Service Provider may provide to its subscribers in the future. Services and other value-added services that may be provided in the future shall be subject to the terms and conditions for the availment of such services as provided under a separate agreement.

Except as provided in this Agreement all rights title and interest in and to the Service, including but not limited to the titles, names, logos or material included therein, shall remain vested in Service Provider or its content providers. Subscriber agrees that the Service Provider may assign its rights to the Service to any entity without the prior written consent of Subscriber. The Agreement and the rights and obligations of the parties hereunder shall be binding upon and shall inure to the benefit of the parties. their legal representatives, successors-in-interest and in Subscriber's case, his/her/its permitted assions

3. Changes in Services Offered. Service Provider reserves the right to add, delete, rearrange and/or change the channel programming, programming packages, rationalize channel line-up and other Services offered by Service Provider, at any time, including without limitation during any minimum subscription period or term commitment to which Subscriber has agreed to. Subscriber agrees that any notice required with respect to any change in programming, packages, channel line-up, and other Services offered by Service Provider may be made in a newspaper of general circulation and Subscriber waives its rights to receive any such notice individually or by any other means. In such event, the changes effected by Service Provider shall not be considered a violation of this Agreement and Service Provider shall have no obligation to replace or supplement such channel programming. programming packages or other Services. Subscriber shall not be entitled to any refund be a deletion, rearrangement or change of any programming, programming packages or other Services.

Certain services, sporting events and broadcast network Services, may be blacked out in Subscriber's viewing area or certain programs, content or portions thereof may be blacked-out in compliance with legal and/or contractual obligations of the Service Provider If Subscriber circumvents or attempts to circumvent any of these blackouts, Subscriber may be subject to legal action in addition to any other remedies Service Provider may have

4.Equipment. In order to receive the Services. Subscriber must purchase or lease whenever applicable, certain reception equipment consisting primarily of a Service Provider compa receiver or set-too box a Service Provider-approved conditional access card ("Smart Card") remote lite antenna or dish. low noise block (LNB) converter (collectively, the "Equipment"). control. sat Service Provider may provide to Subscriber a standard length of cabling determined by Service Provider and such other ancillary devices and accessories as part of the Equipment. Set-top boxes and Smart Cards contain components and software that are proprietary to Service Provider and/or its licensors (collectively "Embedded Software and Smart Card Software"). Subscriber agrees that he will not and will not attempt nor cause or allow any person to reverse-engineer, decompile or disassemble, tamper with or modify, any software or hardware contained within any set-top box or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, nnection of Services and/or legal action

For the avoidance of doubt, the supply by the Service Provider of the Set-top boxes does not include transfer of ownership over the Set-top box Embedded Software and Viewing Card (Smart Card) Software, the ownership over which remains with the Service Provider and/or its licensor for the said

Subscriber shall use the Equipment strictly for the purpose of receiving Services and in accordance with terms of this Agreement, other guidelines of the Service Provider and any accompanying operating manual or directions for such Equipment by its manufacturer. Prolonged non-use of the set-top box may adversely affect the ability of such set-top box to properly receive signal for the Service.

5.Additional/ Mulitple Receivers. Service Provider may choose to allow Subscriber to place additional/multiple receivers or set-top boxes to a single subscription account. If Service Provider allows Subscriber to do so, each additional receiver or set-top box will be authorized to receive the same Service as the initial set-top box, subject to the limitations of Subscriber's television equipment. Insofar as a monthly subscription plan is offered by the Service Provider for subsequent receiver/s or set-top boxes, it is understood that the Subscriber shall pay the full monthly subscription fee for each additional receiver or set-top box part of the subscription account at the applicable rate provided for by the Service Provider. All such additional set-top boxes must be located at the specific address/location stated by the Subscriber in this Agreement and must not be relocated or transferred to any other location/address without the approval and assistance of Service Provide

If Subscriber wishes to receive Services at different locations or desires to have a programming package for its additional set-top box different from that in its initial set-top box. Subscriber must open a separate account for each location or set-top box, as the case may be, unless otherwise specifically authorized in writing by Service Provider. Subscriber shall then be treated as having multiple subscriptions and will be charged accordingly unless the Service Provider provides for a separate

6.Minimum Subscription Period. Service Provider reserves the right to impose a minimum subscription period for the Service from date of activation. Should Subscriber fail to complete the minimum subscription period, or choose to terminate or cancel the subscription prior to the end of the minimum subscription period, Service Provider may charge Subscriber a pre-termination fee imposed by way of penalty in addition to forfeiture of any Service Deposits made. Unless otherwise specified by Service Provider in a separate agreement, Subscriber shall pay a pre-termination fee in the amount of the full monthly service fee multiplied by the number of months remaining on the minimum subscription period ("Unexpired Period"). In determining the Unexpired Period, a fraction of a month shall be considered one month.

7.Subscription Fees and Other Charges. Subscriber agrees to pay to Service Provider subscription fees and other charges, as well as all applicable taxes, in accordance with the selected navment plan in the Commercial Subscriber Application Form. Service Provider reserves the right to increase the subscription fee, costs of services and other charges and to impose new or additional charges other than those indicated in the said form.

a Installation Fees. Subscriber shall pay, in addition to the subscription fees and other charges, an installation fee that would cover the truck roll, labor, physical installation of the Equipment and other necessary equipment in Subscriber's premises that would enable Subscriber to receive the Service. Service Provider reserves the right to charge installation fees to Subscriber upon reconnection of Service, regardless of reason for disconnection.

b.Excess Cable. There shall be additional charges for materials and labor for installation in excess of the standard length of cable provided by Service Provider, as determined by Service Provider, from the dish to the location where the set-top box will be installed in Subscriber's premises

c.Additional Equipment, Subscriber shall be responsible for purchasing any additional equipment needed to receive the Service. These should be acquired by Subscriber prior to the installation of the Equipment.

d.Other Charges. Service Provider reserves the right to charge security deposits, fees for other services and Subscriber-initiated requests including, but not limited to, disconnection, reconnection or transfer of the Set-top box within the Subscriber's premises; installation, disconnection, re-connection and/or transfer of additional set-top box; replacement of Equipment beyond the warranty coverage, re-alignment of dish, delivery of repaired and/or replacement equipment; repairs and other similar services; and package upgrades and downgrades

8.Late Payment Charges. Service Provider reserves the right to impose a late payment charge on unpaid amounts as Service Provider determines in its sole discretion. Service Provider may charge interest equivalent to one and a half percent (1.5%) per month for all accounts not paid by the due date, plus a late payment charge equivalent to one and half percent (1.5%) per month, until the date of full payment.

9.Surcharges. Service Provider further reserves the right to add to Subscriber's overdue accounts a surcharge equivalent to the actual costs incurred by the Service Provider to answer for collection or attorney's fees in the event that collection of said overdue account is endorsed to a collection agency or law firm.

#### 10 Billing and Payment

a. Billing. For Post-Paid accounts. Service Provider shall send (to Subscriber a Statement of Account (SOA) for billings of subscription fees, fees for other services, and other charges, at regular intervals and taking into consideration the chosen payment mode (i.e. monthly quarterly semi-annual or annual). SOAs may be delivered to Subscriber by courier, mail, electronic mail or such other mode agreed by the parties.

b.Payment. Subscriber shall pay the subscription fees, charges and any balance on or before the due date indicated in the SOA. Notwithstanding the non-delivery or late delivery of any SOA it shall be the responsibility of Subscriber to inquire from Service Provider the amount of his/her/its outstanding balance through Service Provider's Customer Helodesk and effect immediate payment, without need of further demand, on or before the due date

c.Payment Centers. Payments may be made at Service Provider's offices, distributors, authorized payment centers and through duly accredited banks. Service Provider shall inform Subscriber from time to time of any changes or additions to its existing bill payment centers. Service Provider shall not be held liable for any payments made to parties other than these authorized bill payment centers.

d. Change in Billing Address or other Customer Information. Subscriber shall inform Service Provider in writing of any changes in the Customer Information or Customer Address indicated in the reverse side of this form. Service Provider shall not be responsible for the consequences of Subscriber's inability to receive the Service and/or the SOA and to pay the account on time as a result of Subscriber's failure to timely notify Service Provider as required herein For the avoidance of doubt. Service Provider shall not be bound by any change in Customer Information of Customer Address unless and until it receives notice in writing from Subscriber of said change. 1

e.Non-Payment. Service Provider shall have the right to disconnect the Service if the Subscriber fails to pay in full his account after its due date. Such disconnection shall be without prejudice to any action available to Service Provider under the other provisions of this Agreement, under the law or in equity in order to recover all amounts payable to Service Provider and/or damages suffered by Service Provider as a result of or in connection with Subscriber's non-navment

f. Application of Payments. In the event payment made by the Subscriber is not sufficient to fully discharge its payables to the Service Provider pursuant to this Agreement, Service Provider shall apply such payment in the following order: (i) expenses for collection, including attorney's fees, (ii) penalty, (iii) interest,(iv) outlet fees, and (v) subserintion food

g.Bill Disputes. If Subscriber in good faith disputes any portion of the SOA, Subscriber shall submit to Service Provider, at least five (5) days prior to the relevant due date, written documentation identifying and substantiating the disputed amount and shall make full payment of the undisputed portion of the SOA within the due date. If Subscriber does not report a dispute within the said period, Subscriber shall be deemed to have irrevocably waived his/ dispute rights for that SOA and the SOA shall be deemed to be correct and final. Any disputed amount resolved in favor of Subscriber shall be adjusted and reflected in the SOA immediately after the resolution. Any disputed amount determined to be payable to Service Provider shall be due within seven (7) days of the resolution of the dispute. If Subscriber withholds the disputed amount, Subscriber's account shall be deemed to be past due and unpaid. In such event, Service Provider shall be entitled to pursue any and all legal remedies provided in this Agreement, including suspension or disconnection of Service.

11.Non-Transferability. This Agreement and the Service may not be leased, assigned or transferred by Subscriber to a third party without the prior written consent of Service Provider. In the event Service Provider gives its consent, the original Subscriber shall furnish to Service Provider the conformity of the new Subscriber to the assignment or transfer, including an agreement to assume all fees and charges under the original account if any. The assignment or transfer notwithstanding, all Equipment, cable, connections and other accessories, unless already paid for, shall remain the property of Service Provider and the new Subscriber shall have no property right or interest over the same but only the right to use as provided under this Agreement.

12. Installation and Transfer of Purchased Equipment. Subscriber shall not install or transfer purchased Equipment on his own upon. Subscriber hereby accepts full responsibility for any damages that may be caused to the Equipment by this action or for any service interruption and hereby accepts that this renders void any replacement warranty on the Equipment.

13 Service Provider Equipment. In the event that the Service Provider supplies the Equipment installed at the premises of Subscriber (in case the Subscriber does not purchase the Equipment), the Equipment shall be used in accordance with the Outlet Agreement stated below and shall remain the property of Service Provider and shall not be transferred, moved or removed from the place of its initial installation. Subscriber shall take proper care of the said Equipment and will not make any alterations or additions thereto. Subscriber shall be liable for any loss or damage to such Equipment installed and received in good order and condition. All Service Provider Equipment shall be returned to Service Provider upon termination of this Agreement or as may be required by Service Provider.

15. Access to Premises. Subscriber shall allow the duly authorized personnel, agents or representatives of Service recover any leased Equipment or any equipment owned by Service Provider.

e.Use of the Service for any illegal or immoral purpose, or for any purpose other than that as described under this

or rebroadcasting of any content of the Service;

h.Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services;

Modifying the Equipment to receive encrypted television programming without payment of required subscription; i.Reverse-engineering, decompiling or disassembling, tampering with or modifying (including any attempts thereof) the Equipment, or any software or hardware contained within any set-top box or Smart Card: k. Use of Smart card other than that issued by Service Provider for the specific set-top box; LRemoval of the Equipment from the Philippines or export and/or use of Equipment outside the Philippine territory; and Other similar acts.

17.Disconnection and Termination. Service Provider reserves the right to disconnect the Service received by Subscriber without prior notice in the following instances:

a Commission of any of the Prohibited Acts in Section 16 above: Violation of any of the material provisions of this Agreement; or c.Non-payment of account after due date

Upon the sole determination of Service Provider and after due notice. Service may likewise be disconnected or denied to a Subscriber with poor credit or paying history.

Upon disconnection, the outstanding balance of Subscriber shall be deemed immediately due and demandable and must be paid immediately without need of further demand.

Service Provider likewise reserves the right to terminate this Agreement and disconnect the Service received by Subscriber in the event that the Service Provider is prevented from rendering such Service for reasons and/or causes beyond the Service Provider's control, such as, but not limited to the imposition of restrictions by national and/or local government authorities, the imposition of restrictions and/or charges by a condominium corporation, village or homeowners' association, or similar entities/authorities in the location where the Service is rendered.

18. Subscriber Initiated Disconnection. In cases where Subscriber voluntarily requests for disconnection of the Service, Subscriber shall provide written notice to Service Provider at least thirty (30) days prior to the intended date of disconnection. Service and monthly charges shall continue to apply until Service Provider has received the written notice of disconnection and made it effective. Voluntary termination shall not relieve the Subscriber of his obligation to pay Service Provider of fees and charges accrued or payable prior to the effective date of termination.

19. Service Commitment on Signal Interruptions. The fees due to Service Provider shall continue to accrue without deductions even in case of service internuction excent where such internuction is through no fault of the Subscriber. Service Provider does not warrant that an uninterrupted signal and/or clear reception will be available to Subscriber at all times. Subscriber shall hold Service Provider free and harmless from any and all ties as a result of such interruption of signal and/or unclear reception. However, Service Provider will exert its best efforts to deliver a continuous and clear signal to Subscriber in accordance with applicable technical standards required by the National Telecommunications Commission

20.Intellectual Property. Subscriber hereby undertakes to uphold the intellectual property rights and interests of Service Provider and third parties and hereby commits to refrain from unauthorized taping, rebroadcasting, recording, duplicating or otherwise reproducing, in any manner, form, and for any purpose whatsoever, the programs trademarks loops copyrights and services received by and passed to Subscriber under and by reason of this Agreement without prejudice to the right of Service Provider to recover damages and/or to file the necessary criminal action against violators. Subscriber shall indemnify and hold Service Provider free and harmless from any and all claims, losses, damages, costs or expenses incurred by reason of Subscriber's infringement of any intellectual property rights under this Section

21. Restriction on Viewership. The Service is strictly provided and shall strictly be used solely for viewing in Subscriber's commercial establishment indicated in the installation address on the reverse side of this Agreement, Services may not be re-broadcast or performed, Subscriber shall hold Service Provider free and harmless from any and all liability arising from a violation of this condition.

22.Limitation of Liability. Service Provider shall not assume any liability for any suits, actions and/or claims arising from interruptions or impairment of service and damage to property including but not limited to TV sets, video and audio equipment; premises of Subscriber or third persons; and injury to persons or pets that may be caused by lightning hyphone earthquake other natural calamities: electrical current fluctuations, accident force majeure, fortuitous events, or circumstances beyond the control of Service Provider, DTH system problems arising from unauthorized cable connection or transfer, even if caused by Service Provider Equipment: works made by unauthorized technicians; and acts attributable to Subscriber, in the course of the delivery of Service to Subscriber. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Agreement shall be limited to an amount equivalent to one month's subscription fee under this Agreement. Service Provider shall not have any liability whatsoever for any special, indirect, incidental or consequential damages arising out of or relating to the Equipment or any other equipment, Service Provider's furnishing or failure to furnish any Services or equipment to Subscriber, or any fault failure deficiency or defect in Services or equipment furnished to Subscribe

Subscriber is responsible for imposing any programming or other content restrictions on itself, members of its company/organization and guests as Subscriber deems appropriate. Service Provider shall not be liable to anyone due to, or based upon, any content (including without limitation, any inaccuracies, errors I, or omissions from such content): (i) contained in any of the Services furnished to you; or (ii) accessed using the Services or Equipment furnished to Subscriber

23.Amendments, Service Provider reserves the right to amend, modify, change or supplement the terms and conditions to this Agreement as the Service may require. Service Provider shall advise Subscriber of any such ts with reasonable prior notice changes or suppler

24.Venue of Action and Expenses of Litigation. The parties agree that the venue of all actions arising from this Agreement shall be the proper courts in Makati City. Metro Manila, to the exclusion of all other venues. In addition to any amounts due and collectible, Subscriber shall pay twenty five percent (25%) of such amount as damages and twenty five percent (25%) for attorney's fees and cost of suit.

#### Outlet Agreement for the use of Set-Top Box(es)

This Outlet Agreement sets forth the terms and conditions for the use by Subscriber of the Service Provider's Equipment described below (each "Outlet") solely in connection with the subscription service (the "Service") subject of the Commercial Service Agreement (the "Agreement") as availed of by Subscriber wherein the Equipment (as defined in the Agreement is supplied and provided for by the Service Provider. The terms and conditions of the Service are contained in the Agreement are incorporated herein by reference. In case of conflict between the terms of the Agreement and this Outlet Agreement with respect to the Outlet, including its use, replacement, termination and warranty, the terms of this Outlet Agreement shall prevail

It is hereby understood that the term "Outlet" used under this Outlet Agreement includes the conditional-access card (Smart Card) supplied by the Service Provider

1. Installation of the Outlet and activation of the Service for the Outlet shall be conclusive presumption that the Subscriber has accepted the Outlet and that such Outlet is in good working condition, unless Subscriber serves Service Provider written notice within five (5) days from installation thereof specifying any defect in the Outlet.

2.All accessories supplied by Service Provider together with the Outlet, namely the satellite dish, LNB (low noise block), connectors, remote control, cabling (collectively, the "Accessories") shall be owned by Subscriber upon delivery thereof. Title and risk to the Accessories shall be transferred to the Subscriber upon delivery. Service Provider makes no warranty on the Accessories' merchantability or fitness for a particular purpose

3 Installation charges for the Outlet and/or the Accessories shall be for the account of and paid for by the Subscriber. The cost of any safety device or equipment which Service Provider deems necessary and the installation thereof shall be for the account of and naid for by the Subscriber. Service Provider warrants that the workmanship of the installation for a period of six (6) months from Activation Date. This warranty excludes damage or defects of the Outlet. Accessories caused by Subscriber, any third party or force majeure

Service Provider makes no representation or warranty, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or infringement except as provided under this Outlet Agreement

4. Subscriber undertakes to use the Outlet solely and strictly in connection with the Service and shall take utmost care of the same with the diligence of a good father of a family.

5. The Outlet shall be installed in a particular location and television set in the Installation Address and shall not be moved or removed there from without the prior written consent of Service Provider. Subscriber shall not remove the SMARTCARD in the Outlet without the prior written consent of the Service Provider. Service Provider shall remain the owner of the Outlet and the Subscriber shall not sell, assign, sublease, mortgage charge, encumber or otherwise part possession or dispose of the Outlet and shall at all times be responsible therefor. Nothing herein shall confer or be deemed to confer ownership of the Outlet to the Subscriber.

6. Subscriber shall be responsible for any loss or damage to the Outlet while in the Subscriber's possession or custody, except those arising from normal wear and tear. If the Outlet is damaged while in the possession of or custody of the Subscriber. Subscriber shall immediately notify Service Provider and deliver the damaged Outlet to Service Provider or its authorized personnel for testing and repair. Subscriber shall not allow any third party to access and/or repair the Outlet. The cost of the repair shall be charged to the Subscriber ('Repair Charges").

Service Provider shall replace the Outlet if it finds it defective, malfunctioning or damaged as a result of manufacturer flaws. The Outlet shall not be replaced if such defect, malfunction or damage is found to be due to improper use, abuse, faulty handling, accident, neglect, lightning, electrical current fluctuations, tampering, repair by unauthorized technician, improper parts replacement, force majeure, fortuitous event and other circumstances beyond the reasonable control of Service Provider or such acts as may be attributable to the fault or neoligence of Subscriber. In such cases replacement shall be provided upon payment of the applicable costs and charges by the Subscriber. Service Provider shall not be responsible for any damages to Subscriber's television or other appliances and devices and other property as well as signal or system problems that may arise due to the instances mentioned in the this clause. Service Provider shall have no obligation to replace the Outlet while the same is being repaired.

7 In case of loss of the Qutlet (or damage of the Qutlet caused by the Subscriber). Subscriber shall pay Service Provider the cost of the Outlet based on Service Provider's current retail sale pricing ("Unreturned Outlet Fee") in addition to the forfeiture of Outlet Fee. if any. Service Provider shall have no obligation to replace the lost Outlet and reserves the right to charge the Subscriber the Unreturned Outlet Fee before a replacement outlet is issued. The Subscriber shall inform Service Provider within forty-eight (48) hours from such loss and furnish Service Provider with copies of police report, affidavit of loss and/or such other documents as may be required by Service Provider.

8 Subscriber agrees to allow duly authorized personnel of Service Provider access to its premises for installation and maintenance purposes, as well as recovery of the Outlet upon termination of this Outlet Agreement

9. In no event shall Service Provider be liable for any loss of profits, loss of use, or indirect, special, incidental or consequential damages of any kind, in connection with or arising out of or in any manner connected with this Outlet Agreement or the subject matter hereof, in each case regardless of the form of action and whether or not such the Service Provider has been informed of, or otherwise might have anticipated, the possibility of such damages

10 Subscriber hereby agrees to hold Service Provider free from all liability against any suit action or claim arising from the unauthorized use of the Outlet. Likewise, Service Provider shall not be held responsible for any damages to the Subscriber's television set or other property as a result of any improper operation or usage of

11. This Outlet Agreement may be terminated on notice at the sole option of the Service Provider if (i) Subscribe breaches the terms of the Agreement or this or any other Outlet Agreement entered into by Subscriber and rvice Provider, and (ii) if the Outlet is lost or substantially damaged.

(iv)the Service is disconnected by the Service Provider. Termination by Service Provider of this Outlet Agreement is without prejudice to any other rights Service Provider may have under law or equity. If Subscriber desires to terminate this Outlet Agreement, written notice must be provided to Service Provider at least fifteen (15) days prior to the intended date of termination

12.If prior to the expiration of the Term Commitment, (I) Subscriber terminates this Outlet Agreement or the Service, or (ii) Service Provider terminates this Outlet Agreement in accordance with Section 11 and 17 hereof. all unapplied Outlet Fee shall be forfeited in favor of Service Provider and in addition, Service Provider may collect a cancellation fee ("Cancellation Fee") equivalent to the Outlet Fee payable for the remaining months in the Term Commitment.

13.Upon termination of this Outlet Agreement or the Service for any reason whatsoever, the Subscriber shall immediately return the Qutlet to the Service Provider or its authorized personnel in good working order and condition. In case Subscriber fails to return the Outlet within one (1) week from effective date of termination or refuses to deliver possession thereof to authorized personnel of Service Provider. Subscriber shall be liable to pay Service Provider the amount equivalent to Service Provider's retail sales for the Outlet or its equivalent as well as any damages and/or costs incurred for recovery of the Outlet.

14.Any and all fees, charges and deposits, when applicable, under this Outlet Agreement are subject to change without prior notice to the Subscriber

15. This Outlet Agreement shall take effect immediately upon installation of the Outlet in the Installation Address and activation of the Service.

16. Service Provider further disclaims and shall not assume any liability for any suits, actions and/or claims, arising from any interruption or impairment of service or damage to property of Subscriber or third persons and injury to persons or pets that may be caused by lightning, typhoons, earthquake or natural calamities, accident, force majeure, fortuitous events, circumstances beyond the control of the Service Provider arising from or in connection with the use by the Subscriber of the Outlet or the Accessories. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Outlet Agreement shall be limited to an amount equal to one (1) month's Outlet Fee.

17 The Subscriber hereby undertakes to unhold the property rights and interest of Service Provider and/or its content providers and hereby agrees not to tape, record duplicate or otherwise reproduce, in any manner and form whatsoever and for any purposes, the programs, trademarks/logo, copyrights and services received by and passed to him under and by reason of this Outlet Agreement. Subscriber further undertakes not to use the Outlet to perform the Prohibited Acts provided for in the Agreement. A breach of this provision shall result in the termination of this Outlet Agreement and the Agreement without prejudice to Service Provider's rights to recover damages and to file criminal action.

18 The Outlet under this Agreement shall be used exclusively for in the location stated in the Installation Address and shall never be used for any other location or any other purpose other than that stated in the Agreement The Subscriber shall hold Service Provider free and harmless from any and all liability that may arise from a violation of this provision

19.Service Provider shall have the right to assign any and all rights, obligations to and under this Agreement to any third party without need of consent of the Subscriber. Subscriber shall not assign any and all rights. obligations to and under this Agreement.

20.Service Provider reserves the right to adjust, modify, amend or supplement these terms and conditions as the Service may require. Service Provider will advise the Subscriber of any changes by sending him a notice setting out such changes

21. The failure by Service Provider to insist upon the strict performance by Subscriber of any of the Subscriber's obligations or provisions under this Outlet Agreement shall not be construed as a waiver of such obligation or provision, the same to continue to be in force and effect. The terms and conditions of this Outlet Agreement are severable and in the event any provision herein shall be held to be void, invalid or unenforceable, the other provisions shall not be affected and shall continue to be applicable and in force and effect.

14.Limited Warranty on Purchased Equipment. Set-top boxes purchased by Subscriber from Service Provider have a six-month warranty from the date of its activation in accordance with Service Provider's warranty policies. Except as expressly provided herein. Service Provider makes no warranty, either express or implied, reparding the Equipment or any other equipment or the Services furnished to Subscriber. All such warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, are hereby expressly disclaimed and excluded. Subscriber may access Service Provider's detailed and complete warranty policies in its website www.cignal.tv.

Provider access to its premises for maintenance, inspection, quality assurance and technical audit purposes and to

16. Prohibited Acts. The following shall constitute prohibited acts by Subscriber ("Prohibited Acts") whether performed by himself/herself/itself or in conjunction with others and shall be dealt with in accordance with the terms of this Agreement

a Linauthorized lease assignment or transfer of Service or the Service Provider Equipment

b.Repair or cause the repair of any set-top box or other Equipment by third party repair entities;

c.Subscription fraud discovered after approval of application; d.Willful violation of the rules and regulations of Service Provider in relation to provision of the Service or of any government regulatory agency having jurisdiction;

Agreement; f.Unauthorized reception of Service Provider's DTH signal including unauthorized copying recording, reproduction

g.Unauthorized connection of accessories or devices to the Equipment;

cignal	COMMERCIAL SEF APPLICATION FOF

MMERCIAL SERVICE	S.C.:
PLICATION FORM	

NEW	APPLICA	TION	

ACCOUNT MODIFICATION
----------------------

FICATION RENEWAL OF CONTRACT

COMPANY INFORMATION			
COMPANY NAME:			
TAX IDENTIFICATION NUMBER:		TAX EXEMPTION	
		YES	NO
BUSINESS TYPE:			
RESTAURANT	GYM		
BAR	SPA SPA		
FAST FOOD STORE	RECREATION CENTER		
COFFEE SHOP	RETAIL STORE		
OFFICE	OTHERS, PLEASE SPECIF	Y:	
BUSINESS OWNERSHIP:			
SOLE PROPRIETORSHIP	PARTNERSHIP	CORPORATION	

# COMPANY REPRESENTATIVE INFORMATION

FULL NAME:					
LAST NAME	FI	RST NAME	MIDDLE NAME		
DATE OF BIRTH		POSITION:			
LANDLINE:	MOBILE NO. FAX NO.		EMAIL:		

Company agrees to receive advisories or messages from Mediascape Inc through SMS.

3RD BOX

\*No Documents Required

2 BOXES

3 BOXES

<b>BILLING ADDRES</b>	S						
UNIT NUMBER	FLOOR	BUILDING NAME					
STREET NAME	BARANGAY / VILLAGE / SUBDIN	/ISION / LOCALITY					
MUNICIPALITY	PROVINCE	ZIPCODE					
PLAN OPTIONS		PAYMENT SCHEME					
HD BASIC HD PRI	MER HD ADVANCE HD MAX	CASH L	EASE				
PLAN TO BE PUR	CHASED	CIGNAL KIT	PHP				
NEW SUBSCRIBER	*EXISTING SUBSCRIBER	ADVANCE MSF	PHP				
		INSTALLATION FEE	PHP				

INITIAL CASH OUT

TOTAL MONTHLY PAYMENT

PHP

PHP

UNITNUMBER	FLOOR	BUILDING NAME	
STREET NAME	BARANGAY / VILLAGE / SUBDIVISION / LO	CALITY	

## BILLING STATEMENT TO BE SENT THROUGH EMAIL (OPTIONAL)

The Company hereby authorizes Mediascape, Inc., to send the monthly billing statement (MBS) as well as any other notices by electronic mail (e-mail) at the e-mail address which is specified herein or such other e-mail address which the Company may notify Mediascape, Inc., of in writing. Transmittal by Mediascape, Inc., of the MBS and any other notices by e-mail shall have the same legal effect, validity or enforceability as transmittal by regular (postal) mail. The Company hereby waives its right to question receipt of the MBS or any other notices to be sent by Mediascape, Inc., of in writing, and the Company shall be deemed to have received the MBS or any other notices from Mediascape, Inc., of in writing, and the Company shall be deemed to have received the MBS or any other notices from Mediascape, Inc., notwithstanding failure of the specified e-mail address to receive messages through no fault of Mediascape, Inc.

### Please write your email address on the box provided

Lock-in Period: HD Plans- Twenty four (24) months from date of activation																
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Special Promo: Additional \_\_\_\_\_ months lock-in for \_\_\_\_\_ promo with \_\_\_\_\_ total months lock-in.

The Company hereby agrees to maintain in good standing its subscription to Service Provider's Post-Paid Package for the duration of the lock-in period of twenty four (24) months. In the event that prior to the expiration of the Lock-in Period,

a. The Company does not maintain its subscription to the Current Package in good standing or the Company's subscription is terminated or the Service is disconnected by the Service Provider pursuant to the terms of the Service Agreement; OR

b. The Company voluntarily terminates its subscription to the Current Package in accordance with the terms of the Service Agreement,

The Service Provider or its authorized representative shall retrieve all leased Set Top Box(es) installed in the Company's premises and the Company shall pay the Service Provider the following pre-termination charges (please refer to table below) along with and any and all charges, fees or payables to Service Provider the Company may be liable for pursuant to the Agreement:



I affirm that I am duly authorized to represent the Subscriber and that the above information are true and correct and that the supporting documents attached are true and correct. I hereby confirm that I have carefully read and understood the Terms and Conditions of this Commercial Direct-to-Home Subscriber Service Agreement ('Agreement') and Outlet Agreement for the Use of Set Top Box(se) (written at the back). I have also reviewed the Service Application Form and made the necessary clarifications with the service team that rendered actual work in the installation address pursuant to this Agreement. The Service Provider is likewise authorized to conduct Quality Assurance and/or Audit Inspection to be scheduled anytime after the Service is tailed. It is understood that the data/information supplied in this Commercial Service Application Form shall be treated as confidential and shall not be used for purposes other than that described under the Agreement written at the back. In this regard, the Service Provider is authorized to disclose the data/information supplied in this Commercial Service Application Form shall be treated as confidential and shall not be used for purposes other than that described under the Agreement written at the back. In this regard, the Service Provider is authorized to disclose the data/information supplied in this Commercial Service Application Form to third parties for the purposes allowed under the Agreement.

Signature over Printed Name and Position of Authorized Signatory and Date

TO BE F	ILLED OL	IT BY CIGN	IAL	DEALEF	ł				
Installer's Name	5.					Contact Number:			
Date of Installation:						Dish Reference No.:			
STB Reference No.: Cignal Card Reference No.:							Dealer Certification I have checked and verified that submitted application form and		
STB 1	STB 2	STB 3	CARD 1 CARD 2			CARD 3	supporting documents to be in accordance with MediaScape requirements.		
							Dealer's Signature		
SPECIAL INST	RUCTIONS   T	o Billing / Custo	ner i	Care / Technic	cal:				