



TELESALES REPRESENTATIVE AGREEMENT

SAV
THIS TELESALES REPRESENTATIVE AGREEMENT ("Agreement") is made this 19th day of September, 2000 ("Effective Date"), by and among Pegasus Satellite Television, Inc., having its offices at ~~171 Locke Drive~~, Marlborough, Massachusetts 01752-7255 ("Pegasus"), Prime TV LLC, having its principal office at 125 Murray Hill Road, Suite F, Southern Pines, North Carolina 28387 ("Prime TV") and GateLinx Corporation, having its principal office at 125 Murray Hill Road, Suite F, Southern Pines, North Carolina 28387 ("GateLinx").

123 Felton
SAV

Recitals

WHEREAS, Pegasus is a distributor of DIRECTV programming services in certain geographic areas throughout the United States as identified in Schedule A ("Pegasus Service Territory") and Pegasus distributes those services to customers through various plans, including the plans identified in Schedule B hereto (each a "Subscriber Plan", collectively the "Subscriber Plans");

WHEREAS, Prime TV and GateLinx are affiliated companies and authorized dealers of Pegasus, pursuant to dealer agreements dated May 1, 2000 and August 7, 2000, respectively;

WHEREAS, GateLinx maintains a call center with the capability of telemarketing the Subscriber Plans to customers in the Pegasus Service Territory;

WHEREAS, Pegasus desires to solicit customers for its Subscriber Plans through a national advertising campaign designed to generate telephone inquiries to a toll-free number, and in connection therewith, Pegasus requires a third party to provide certain telesales and other services to customers and prospective customers generated by the advertising campaign; and

WHEREAS, GateLinx represents it has the capability to provide such services to Pegasus.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Appointment.

Pegasus hereby appoints GateLinx as an independent telesales representative to engage in telesales activities (not to include outbound telesales) in connection with the marketing of the Subscriber Plans to customers in the Pegasus Service Territory. GateLinx hereby accepts such appointment, subject to the terms and conditions of this Agreement.

2. Responsibilities of GateLinx.

GateLinx shall:

- (a) Use its best efforts to sell Subscriber Plans to customers who call the specified toll-free number in advertising to be placed by Pegasus.
- (b) Only use scripts or other material approved Pegasus ("Pegasus Scripts") in the performance of its services under this Agreement. Any changes to the Pegasus Scripts must be approved in writing by Pegasus in advance.

(c) Use a confirmation process to verify a customer's order for a Subscriber Plan, which process shall include the transfer of the customer immediately to another GateLinx representative who shall confirm the customer's order.

(d) Receive post-sale inquiries from customers relating to the processing of the order and the installation of equipment. When and as necessary, GateLinx shall contact the installer or other designated service representative of Pegasus to resolve installation issues.

(e) Contact each customer, via telephone, after the installation of the equipment and activation of the programming service, in order to confirm that installation has been completed and that customer is otherwise satisfied with the DIRECTV service.

(f) Refer all post-activation service inquiries from customers to the customer care center of Pegasus.

(g) Provide live coverage at its call center seven (7) days a week, sixteen (16) hours a day. During the live coverage hours, customers shall not wait more than sixty (60) seconds on average, before speaking to a GateLinx representative. For the remaining eight (8) hours a day, GateLinx shall provide a leave word calling means to allow customers to leave their name and telephone number in order for GateLinx to return those calls during live coverage hours.

(h) Use the Pegasus Information System (as defined in Section 3(b)) to book customer orders, receive confirmation of acceptance by Pegasus, and obtain information about customers and the processing of orders.

(i) Agree to the Terms of Use, Privacy Statement, and any other requirements for use of the Pegasus Website (as defined in Section 3(c)) adopted by Pegasus from time to time.

(j) Submit a report, on a weekly basis, detailing the sales inquiries received by GateLinx, the resolution of each inquiry, the number of sales for each Subscriber Plan, the percentage of calls that resulted in a customer order, and such other information as Pegasus may reasonably request.

(k) Provide the necessary personnel required to provide the telesales services contemplated under this Agreement. Such personnel shall have the level of training and experience which is necessary and appropriate to provide the services described herein. The personnel assigned by GateLinx to perform these services shall be reasonably acceptable to Pegasus.

(l) Provide the call center facilities, computer systems, administrative functions, all telephony equipment and systems, and other required infrastructure to provide the services described herein.

(m) Comply at all times with all rules and regulations, policies and practices applicable to Pegasus's business activities which are communicated to GateLinx by Pegasus.

(n) Comply at all times with all federal, state and local authorities, statutes, rules and regulations applicable to its business activities and shall provide worker's compensation insurance in the amounts required by applicable law.

3. Responsibilities of Pegasus.

Pegasus shall:

(a) Advertise current and future Subscriber Plans via a nationwide advertising campaign designed to reach the Pegasus Service Territory. The advertising will encourage customers to call a toll-free number that will be routed to GateLinx's call center. Pegasus shall determine in the exercise of its sole and absolute discretion the extent of any advertising or customer awareness programs.

(b) Maintain a computer information system that will enable Pegasus and others to facilitate the sales process, track the progress of the installation process, provide customer service, and provide information regarding new sales programs ("Pegasus Information System").

(c) Maintain a website that will provide access to the Pegasus Information System ("Pegasus Website").

(d) Provide GateLinx access to the Pegasus Information System through the Pegasus Website, utilizing appropriate passwords, user id's and other similar tools.

(e) Be responsible for acceptance (or rejection) of customer orders, credit card or check verification, billing, and collections related to the Subscriber Plans.

(f) Be responsible for the delivery and the installation of the equipment at each customer's site.

(g) Provide training to GateLinx's sales representatives and technical personnel relating to access and use of the Pegasus Information System through the Pegasus Website. Additionally, Pegasus shall provide training to GateLinx's sales representatives relating to the Subscriber Plans offered to customers by Pegasus.

4. Exclusivity.

(a) GateLinx. During the term of this Agreement, GateLinx will not, without the prior written consent of Pegasus, represent, solicit orders for, or provide any services, whether in or out of the Pegasus Service Territory, related to the sale or marketing of any cable system or satellite dish system other than DIRECTV. Pegasus acknowledges that GateLinx may receive and process inquiries generated through its existing yellow pages and other automated directory programs. GateLinx shall only offer the Subscriber Plans in response to such inquiries received from customers in the Pegasus Service Territory. Notwithstanding the foregoing, Pegasus acknowledges that GateLinx may respond to inquiries with respect to DIRECTV satellite services from prospective customers outside the Pegasus Service Territory.

(b) Pegasus. During the term of this Agreement, Pegasus shall not appoint any other representative to provide similar telesales services for the Subscriber Plans; provided, however, that nothing herein shall prevent Pegasus from appointing dealers or distributors to market and sell the Subscriber Plans through means other than telephone response to the toll-free number identified in the advertising placed by Pegasus under the terms of this Agreement.

5. Compensation.

(a) Commissions. GateLinx shall be entitled to the commissions for each of the Subscriber Plans as set forth in Schedule B.

(b) Set-Up Fees. GateLinx shall be entitled to charge and collect from the customer the setup fee for each Subscriber Plan as set forth in Schedule B ("Set-Up Fee"), through a charge to customer's credit card, debit card or check by phone. GateLinx shall be solely responsible for the collection of the applicable Set-Up Fee. All Set-Up Fees shall be deducted from any commission due to GateLinx pursuant to Section 5(a). GateLinx shall refund any Set-Up Fee charged to a customer that cancels a Subscriber Plan, for any reason, prior to installation. If the Set-Up Fee collected by GateLinx from a customer exceeds the commission due for that customer, GateLinx shall be obligated to refund to Pegasus the excess. Pegasus shall be entitled to offset any such refund amounts against the net commissions due to GateLinx.

(c) **Payment.** The commissions set forth in Section 5(a) shall become due to GateLinx upon the activation of the equipment installed pursuant to the applicable Subscriber Plan. On a weekly basis, Pegasus shall submit a statement specifying the number of activations that occurred in the prior week and the applicable net commissions payable with respect to such activations, along with payment of the net commissions indicated to be due on the report. If Pegasus fails to pay the net commission due with respect to any activation within fourteen (14) days of the activation, Pegasus will pay to GateLinx two times such net commission due.

(d) **Taxes.** The commissions specified herein are exclusive of any federal, state, or local excise, sales, use and similar taxes assessed or imposed with respect to the transactions set forth herein. GateLinx shall be responsible for all such taxes assessed or levied upon GateLinx with respect to such transactions. Notwithstanding the foregoing, in no event shall Pegasus be liable for taxes relating to GateLinx's income. Pegasus shall not be responsible for payment of any interest or penalties in connection with the payment of any such taxes not caused by Pegasus, and Pegasus may protest the validity or amount of any such tax.

6. **Hardware and Software.**

Except as provided otherwise in a separate agreement between Pegasus and GateLinx, GateLinx is responsible for obtaining and maintaining all hardware and software necessary to access the Pegasus Website, and to use the Pegasus Information System for the purposes contemplated by this Agreement. At the present time, GateLinx must have a computer system that has Internet access and uses the Microsoft Internet Explorer 4.0 (or higher) web browser. The hardware, software and telecommunications specifications for use of the Pegasus Information System and Pegasus Website may be changed by Pegasus from time to time by giving written notice to GateLinx.

7. **Security.**

GateLinx will be provided with access to the Pegasus Website and Pegasus Information System through a combination of user id's and passwords selected by Pegasus. GateLinx shall provide access to such user id's and passwords to its employees, agents, consultants and other persons only on a need-to-know basis. GateLinx shall be solely responsible for all uses of its user id's and passwords, and for any access to the Pegasus Website and use of the Pegasus Information System by persons having access to such user id's and passwords. GateLinx shall notify Pegasus immediately after any employee, agent, consultant, call center operator or other person who had access to the Pegasus Website or Pegasus Information System ceases to act in that capacity or to otherwise be involved in providing services under this Agreement in order for Pegasus to deactivate such person's user id and password.

8. **Integrity.**

GateLinx shall not attempt to download, modify, disassemble, decompile, copy or otherwise take any action that would affect the use or functionality of the Pegasus Information System or Pegasus Website or interfere with the use by others of the Pegasus Website or Pegasus Information System. Without limiting generality of the foregoing, GateLinx shall not provide any file, data or other material for use on the Pegasus Website or Pegasus Information System that contains a virus, time bomb, Trojan horse, worm, or other computer programming routine that may damage, interfere with, intercept or expropriate any software, data or other information.

9. Intellectual Property in the Pegasus Website and Pegasus Information System.

The Pegasus Website, the Pegasus Information System and all intellectual property rights included in or related thereto (including but not limited to copyrights, patents, trade secrets, trademarks and service marks), are owned or licensed by Pegasus, and all right, title and interest in the Pegasus Website, the Pegasus Information System and the intellectual property rights therein shall remain Pegasus' property. To the extent any elements of the Pegasus Website or the Pegasus Information System may be licensed from third parties, all such third party content and all intellectual property rights related thereto shall belong to such third parties. GateLinx may not remove any copyright, trademark, patent other intellectual property or proprietary notice or legend contained on the Pegasus Website or the Pegasus Information System.

10. Rights in Data.

Pegasus shall own all information on the Pegasus Information System, all information generated from telephone inquiries of potential customers (whether or not such inquiries result in sales) and all transaction data generated by GateLinx through the use of the Pegasus Website and Pegasus Information System. GateLinx shall not use such data for any purpose other than the performance of its obligations under this Agreement.

11. Representations and Warranties.

(a) Of GateLinx. GateLinx represents and warrants that it has the full power and authority to execute and perform under this Agreement, and such execution and performance does not conflict in any material respect with, or constitute a material breach or material default under, the terms or conditions of any other agreement to which GateLinx is a party. GateLinx further represents and warrants that GateLinx shall obtain and/or maintain the resources necessary to perform the services set forth in this Agreement (including, but not limited to, sufficient telecommunications equipment, information systems and personnel) and shall engage in its activities: (a) in a professional and workmanlike manner and in accordance with accepted industry standards; (b) in accordance with the descriptions of services set forth in this Agreement; (c) in compliance with all applicable federal, state and local laws, rules and regulations; and (d) in such a manner as to promote the image, reputation and goodwill of Pegasus, adhering to the highest standards of honesty, integrity, fair dealing and ethical conduct.

(b) Of Pegasus. Pegasus represents and warrants that it has the full power and authority to execute and perform under this Agreement, and such execution and performance does not conflict in any material respect with, or constitute a material breach or material default under, the terms or conditions of any other agreement to which Pegasus is a party. Pegasus further represents and warrants, to its knowledge, that the Pegasus Website, the Pegasus Information System and the intellectual property embodied therein does not infringe, misappropriate or misuse the intellectual property of any person.

12. Warranty Disclaimer.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

13. **Limitation of Liability.**

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (A) A BREACH OF SECTION 16; (B) AMOUNTS DUE PURSUANT TO SECTION 14; OR (C) A BREACH OF GATELINX'S OBLIGATION REGARDING DATA IN SECTION 10.

14. **Indemnification.**

GateLinx shall indemnify, defend and hold Pegasus harmless from and against all claims, liabilities, losses or expenses, including reasonable attorneys' fees, arising out of or connected with a breach of any representation, warranty, covenant or the performance of its obligations under this Agreement; provided that GateLinx shall not settle any such claims without Pegasus's prior written consent, unless such settlement is solely for money damages and Pegasus is fully indemnified therefor.

15. **Term and Termination.**

(a) **Term.** This Agreement shall be effective upon execution by both parties and continue in effect for six (6) months thereafter ("Term"), unless earlier terminated as provided herein.

(b) **Termination.** This Agreement may be terminated prior to the expiration of the Term as follows:

(i) upon mutual agreement by the parties at any time;

(ii) by either party upon fifteen (15) days prior written notice of any material default or breach of any of the terms and conditions of this Agreement by the other party, unless the defaulting party has cured such failure or default within such fifteen (15)-day period;

(iii) by either party immediately upon written notice, if (a) the other party is adjudicated as bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, administrator or trustee is appointed for such party's affairs or any analogous procedure is initiated or (b) the other party is dissolved; or

(iv) in the event a law, rule or regulation governing the services and/or a party's performance hereunder renders the party's continued performance under this Agreement in risk of violating such law, rule or regulation after the affected party uses commercially reasonable, good faith efforts to reach resolution on compliance during a thirty (30)-day period.

(c) **Consequences of Termination.** Upon the expiration or termination of this Agreement: (i) the appointment of GateLinx hereunder shall cease; (ii) the toll-free number contained in the Pegasus advertising shall cease to be routed to GateLinx's call center; (iii) GateLinx shall cease all selling activity related to the Subscriber Plans; (iv) GateLinx shall discontinue use of the Pegasus Information System and its passwords and user id's shall be inactivated; (v) GateLinx shall, at the option of Pegasus, either return to Pegasus, purge or otherwise destroy all information and data collected pursuant to the activities set forth in this Agreement and certify in writing that such actions were completed; and (vi) Pegasus shall pay all amounts due and owing to GateLinx pursuant to Section 5(a).

16. **Confidential Information.**

Information exchanged or otherwise made available by Pegasus to GateLinx in connection with this Agreement before or after the date hereof shall be considered a trade secret or confidential or proprietary information of Pegasus ("Confidential Information"). Among other things, Confidential Information shall include any Pegasus pricing, trade secrets, customer lists, customer information, transaction data, information generated from telephone inquiries of potential customers (whether or not such inquiries result in sales), business affairs, and the terms and conditions of this Agreement.

(a) Confidentiality Obligations Unless expressly authorized in writing by Pegasus, GateLinx shall: (i) limit access to any Confidential Information received by it to its employees, agents, representatives and consultants who have a need-to-know in connection with this Agreement and the obligations of the parties hereunder; (ii) advise its employees, agents and consultants having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; (iii) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by Pegasus in safeguarding its own similar information or material; (iv) except as set forth herein, not disclose any Confidential Information received by it to third parties; (v) use the Confidential Information only for the purposes and in connection with the performance of its obligations under this Agreement; and (vi) upon Pegasus's request or termination of this Agreement, purge, destroy or return promptly to Pegasus all Confidential Information then in GateLinx's possession, and certify in writing to Pegasus its compliance with this subsection (vi).

(b) Exceptions to Confidentiality Obligations GateLinx's obligations respecting confidentiality under Section 16(a) shall not apply to any particular information of Pegasus that GateLinx can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of GateLinx; (iii) was in the possession of GateLinx at the time of disclosure to it without being subject to another confidentiality agreement; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; (v) was independently developed by GateLinx without reference to the Confidential Information; (vi) was requested to be disclosed to any regulatory body having jurisdiction over either party, or any of their respective clients; or (vii) that disclosure is necessary by reason of legal, accounting or regulatory requirements. In the case of any disclosure pursuant to Sections 16(b)(vi) and (vii), GateLinx shall give prior notice to Pegasus of the requested disclosure and, at the request of Pegasus, use commercially reasonable efforts to obtain a protective order preventing or restricting such disclosure. If such a protective order is obtained, such information shall continue to be deemed to be Confidential Information.

(c) No License or Other Rights Except as specifically granted herein, this Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to GateLinx and no license is hereby granted to GateLinx, by estoppel or otherwise under any patent, trademark, copyright, trade secret or other proprietary right of Pegasus. Title to the Confidential Information shall remain solely in Pegasus.

(d) Equitable Remedies GateLinx acknowledges that if it breaches its obligations under this Section 16, Pegasus shall suffer immediate and irreparable harm, it being acknowledged that legal remedies are inadequate. Accordingly, if a court of competent jurisdiction should find that GateLinx has breached any such obligations, GateLinx shall not oppose the entry of an appropriate order compelling performance by GateLinx and restraining it from any further breaches.

17. **Notices.**

All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, or sent by courier or facsimile transmission (provided that in the case of facsimile transmission, a confirmation copy of the notice shall be delivered by hand or sent by courier within 2 days of transmission), addressed:

To Pegasus:

Mr. Bruce Giese
Pegasus Satellite Television, Inc.
~~171 Locke Drive~~ 123 FELTON STREET
Marlborough, Massachusetts 01752-7235
Fax: (508) 786-5085

SAB

with a copy to:

Mr. Ted S. Lodge
Vice President, General Counsel
Pegasus Communications Corporation
c/o Pegasus Communications Management Company
225 City Line Avenue
Suite 200
Bala Cynwyd, Pennsylvania 19004
Fax: (610) 934-7072

To GateLinx:

Mr. David Hagen
GateLinx Corporation
125 Murray Hill Road
Suite F
Southern Pines, North Carolina 28387
Fax: (910) 693-1630

until notice of a change in address or addressee is given as provided in this Section 17. All notices given in accordance with this Section 17 shall be effective, if delivered by hand or by courier, at the time of delivery, and, if communicated by facsimile transmission, at the time of transmission.

18. Miscellaneous.

(a) Relationship between the Parties. GateLinx is an independent contractor providing services to Pegasus. The performance by GateLinx of its duties and obligations under this Agreement shall not be deemed to constitute a joint venture or partnership between the parties. Pegasus will establish, and may modify from time to time, in its sole discretion, all terms (including, but not limited to, price, commissions, and SetUp Fees) of the Subscriber Plans. All customer orders are subject to acceptance by Pegasus. Unless subsequently agreed to by the parties in a written agreement, GateLinx will not accept on behalf of Pegasus purchase orders for the Subscriber Plans, or otherwise enter into contracts for the sale or license of the Subscriber Plans, nor collect payments for the sale of the Subscriber Plans or services of Pegasus.

(b) Assignment. GateLinx may not assign or transfer this Agreement nor assign or transfer its rights or delegate its obligations hereunder in whole or in part, by operation of law or otherwise, without the prior written consent of Pegasus. Pegasus may assign or transfer this Agreement or assign or transfer its rights or delegate its obligations hereunder in whole or in part without the consent of GateLinx.

(c) Entire Agreement. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, there being no prior written or oral promises or representations not incorporated herein.

(d) Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without giving effect to conflicts of law principles. The parties hereby consent to the jurisdiction and venue of the state and federal courts located in the State of Pennsylvania.

(e) Attorneys' Fees. Each party shall reimburse the other party on demand for all reasonable attorneys' fees, witness fees, court costs and reasonable expenses of counsel incurred in the successful enforcement by such other party of any right or remedy hereunder.

(f) Amendment Waiver. No amendment or modification of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized representative of the party to be bound. The waiver by either party of any particular default by the other party shall not affect or impair the rights of the party so waiving with respect to any subsequent default of the same or a different kind; nor shall any delay or omission by either party to exercise any right arising from any default by the other affect or impair any rights which the nondefaulting party may have with respect to the same or any future default.

(g) Force Majeure. Neither party shall be responsible for delays in its performance under this Agreement occurring by reasons or circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, flood or catastrophe, acts of God, insurrection, war, riots, or failure of transportation, communication or power supply; provided that the party whose performance is delayed shall use commercially reasonable efforts to complete such performance as soon as possible.

(h) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without affecting, impairing or invalidating the remaining provisions or the enforceability of this Agreement.

(i) Survival. The rights and obligations of the parties under Sections 7, 8, 9, 10, 12, 13, 14, 15(c), 16, 17 and 18 as well as all rights and obligations with respect to any amounts that remain unpaid under Section 5(a) hereof as of the date of termination or expiration, shall survive any termination or expiration of this Agreement.

(j) Beneficiaries. Except for the provisions of Section 14 hereof, which are also for the benefit of the other persons indemnified, this Agreement is solely for the benefit of the parties hereto and their respective affiliates, successors and permitted assigns and shall not confer upon any other person any remedy, claim, liability, reimbursement or other right in excess of those existing without reference to this Agreement.

(k) Counterparts. For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

19. **Termination of Prior Agreements.**

The parties hereby terminate the Pegasus Satellite Television Retail Dealer Agreement, dated May 1, 2000, between Pegasus and Prime TV, and the Pegasus Satellite Television Retail Dealer Agreement, dated August 7, 2000, between Pegasus and GateLinx, pursuant to Section 9 of each agreement.

PEGASUS SATELLITE TELEVISION, INC.

By: Scott A. Blank

Name: SCOTT A. BLANK

Title: VICE PRESIDENT

GATELINX CORPORATION

By: [Signature]

Name: DAVID HAGEN

Title: PRESIDENT

PRIME TV LLC

By: [Signature]

Name: DAVID HAGEN

Title: MEMBER MANAGER

Schedule A

Pegasus Service Territory

The Pegasus Service Territory shall mean those zip codes and rules for the qualification of subscribers maintained in the Pegasus Information System from time to time, including zip codes which: (i) are serviced in whole by Pegasus; (ii) contain only specific counties serviced by Pegasus; or (iii) contain those subscribers who were not passed by cable in 1993.

Schedule B

Subscriber Plans, Commissions and Set-Up Fees

The following list of Subscriber Plans, Commissions and Set-Up Fees is subject to change by Pegasus at any time. Pegasus shall provide prompt notice to GateLinx of any such changes.

| <u>Subscriber Plan</u> | <u>Commission</u> | <u>Set-Up Fee</u> |
|---|-------------------|-------------------|
| Sale with Subscriber Plan/One Receiver | \$110.00 | \$99.00 |
| Sale with Subscriber Plan/Two Receivers | \$125.00 | \$149.00 |
| EZ Plan/One Receiver | \$130.00 | \$79.00 |
| EZ Plan/Two Receivers | \$135.00 | \$129.00 |
| EZ Value Plan/One Receiver | \$145.00 | \$49.00 |
| EZ Value Plan/Two Receivers | \$155.00 | \$99.00 |
| <u>All Plans/More than Two Receivers/ Per Additional Receiver</u> | <u>\$5.00</u> | <u>\$70.00</u> |

-----COMPARISON OF HEADERS-----

-HEADER 1-

-HEADER 2-
T

-----COMPARISON OF FOOTERS-----

-FOOTER 1-
10

-FOOTER 2-
13

-FOOTER 3-
1
S

-FOOTER 4-
1

This redlined draft, generated by CompareRite (TM) - The Instant Redliner, shows the differences between-
original document : C:\TEMP\ORIGINAL.DOC
and revised document: C:\TEMP\REVISED.DOC

CompareRite found 2 change(s) in the text

CompareRite found 0 change(s) in the notes

Deletions appear as Overstrike text surrounded by ◇
Additions appear as Bold+Dbf Underline text

FIRST AMENDMENT TO TELESales REPRESENTATIVE AGREEMENT

This FIRST AMENDMENT TO TELESales REPRESENTATIVE AGREEMENT (this "Amendment") is made this 30th day of November, 2000, by and between Pegasus Satellite Television, Inc., ("Pegasus") and Prime TV, LLC ("Prime TV") and GateLinx Corporation ("GateLinx").

WITNESSETH:

WHEREAS, Pegasus, Prime TV and GateLinx (herein, collectively the "Parties") entered into that certain Telesales Representative Agreement dated September 19, 2000 (the "Agreement") whereby Prime TV and GateLinx agreed to provide telesales support for Pegasus' sales initiatives as more fully described in the Agreement;

WHEREAS, Pegasus desires to implement a new Subscriber Plan where existing subscribers will refer new subscribers to Pegasus in exchange for a month of free programming. Referred subscribers will contact Pegasus via a toll free call in number, and in connection therewith, Pegasus requires a third party to provide certain telesales and other services to customers and prospective customers generated by the referral promotion; and

WHEREAS, Pegasus, Prime TV and GateLinx have agreed to amend the Agreement as provided herein.

NOW, THEREFORE, for the parties agree to amend the Agreement as follows:

1. Schedule B of the Agreement is hereby deleted and substituted with a new Schedule B which is attached hereto as exhibit I.
2. Pegasus will establish and GateLinx will answer EZ Referral Plan calls on a distinct toll free number (the "Referral Number"). GateLinx may only sell the EZ Referral Plan to callers calling in on the Referral Number.
3. GateLinx will be required to report EZ Referral Plan subscriber orders under a distinct dealer ID. GateLinx will be required to obtain from the new subscriber and enter into the Pegasus Information System the referring subscriber's identification number in order for GateLinx to be eligible for the commission set out in Schedule B.
4. The address for notice under the Agreement for Pegasus Satellite Television is as follows:

Pegasus Satellite Television, Inc.
123 Felton Street
Marlborough, MA 01752
Attn: Mr. Bruce Giese
Fax: (508) 786-5085

5. Except as modified herein, the terms and provisions of the Agreement shall remain in full force and effect and shall be binding upon, and inure to the benefit of, the Parties hereto and anyone claiming by, through or under them.

6. Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

7. This Amendment may be executed by facsimile and/or in counterparts, and a fully executed facsimile copy of this Amendment shall be deemed to be an original for all purposes.

PEGASUS SATELLITE TELEVISION, INC.

By: Scott A Blank

Name: SCOTT A. BLANK

Title: VICE PRESIDENT

GATELINX CORPORATION

By: David Hagen

Name: David Hagen

Title: President

PRIME TV LLC

By: Annette Hagen

Name: Annette Hagen

Title: Vice President

EXHIBIT I

Schedule B

Subscriber Plans, Commissions and Set-Up Fees

The following list of Subscriber Plans, Commissions and Set-Up Fees is subject to change by Pegasus at any time. Pegasus shall provide prompt notice to GateLinx of any such changes.

| <u>Subscriber Plan</u> | <u>Commission</u> | <u>Set-Up Fee</u> |
|---|-------------------|-------------------|
| Sale with Subscriber Plan/One Receiver | \$110.00 | \$ 99.00 |
| Sale with Subscriber Plan/Two Receivers | \$125.00 | \$149.00 |
| EZ Plan/One Receiver | \$130.00 | \$ 79.00 |
| EZ Plan/Two Receivers | \$135.00 | \$129.00 |
| EZ Value Plan/One Receiver | \$145.00 | \$ 49.00 |
| EZ Value Plan/Two Receivers | \$155.00 | \$ 99.00 |
| EZ Plans (other than EZ Referral Plan) | | |
| More than Two Receivers/Per Additional Receiver | \$ 5.00 | \$ 70.00 |
| EZ Referral Plan/One Receiver | \$ 70.00 | \$ 0.00 |
| EZ Referral Plan/Two Receivers | \$ 70.00 | \$ 50.00 |
| EZ Referral Plan | | |
| More than Two Receivers (per Additional Receiver) | \$ 0.00 | \$ 70.00 |