

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

MIKE PADBERG, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 11-4035
)	
DISH NETWORK, L.L.C.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiff Mike Padberg, individually and on behalf of all others similarly situated, and for his Complaint against Defendant DISH Network, L.L.C. (referred to herein as “DISH”), states as follows:

Nature of the Action

1. In this action, Plaintiff, on behalf of himself and others similarly situated, seek relief as a result of DISH’s:
 - a. failure to provide satellite television programming to Plaintiff and the putative class for the month of October 2010, which Plaintiff and the putative class selected, purchased and paid DISH for, and which DISH contractually agreed to provide; and
 - b. DISH’s refusal to provide Plaintiff and the putative class full monetary relief, in the form of a credit, rebate or reimbursement of the monthly premiums paid to DISH for the deleted programming.
2. DISH’s actions are unfair, unlawful and have damaged millions of individuals nationwide. Plaintiff bring this action on his own behalf and as a representative of all DISH

subscribers throughout the United States who paid for DISH satellite television packages which included FOX Network's regional sports and the FX channels during the month of October, 2010.

3. The collection and retention by DISH of Plaintiff's and the Class' payments for services Plaintiff and the Class did not receive, including FOX Network's regional sports and FX, without full credit, recompense or reimbursement, gives rise to claims by Plaintiff and the Class for breach of the parties' contracts and breach of the duty of good faith and fair dealing.

4. Plaintiff seeks to recover for himself and the putative Class:

- a. actual damages for the satellite television programming contracted and paid for by Plaintiff and the Class but which DISH failed to provide to Plaintiff and the Class; and
- b. Plaintiff's and the Class' costs, expenses and attorneys' fees incurred in this action.

The Parties

5. Plaintiff Mike Padberg is a citizen of the State of Missouri, residing in Cole County, Missouri. Plaintiff is an individual consumer who was a DISH customer from approximately September, 2004 to December, 2011 and purchased from DISH a satellite television package that provided access to FOX Sports Midwest, FX and other television channels.

6. Defendant DISH is a Colorado limited liability company, with its principal place of business at 9601 South Meridian Blvd., Englewood, Colorado.

Jurisdiction and Venue

7. This Court has personal jurisdiction over DISH because DISH conducts business

in the State of Missouri including, but not limited to, the marketing and sale of satellite television access packages.

8. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2) of the Class Action Fairness Act of 2005, because Plaintiff brings this action as a class action under Rule 23 of the Federal Rules of Civil Procedure, Plaintiff and certain members of the Plaintiff class are citizens of different states than Defendant and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claim occurred in this District, as Plaintiff is a resident of Cole County, Missouri, which is located in the Central Division of the Western District of Missouri.

DISH's Advertising And Sale Of Television Programming

10. DISH advertises and sells satellite television access packages to consumers nationwide, including “America’s Top 120”, “America’s Top 120+”, “America’s Top 200”, “America’s Top 250”, and “America’s Everything Pak” (the “Packages”).

11. With the exception of “America’s Top 120”, the Packages include regional sports programming, such as FSN. America’s Top 200, America’s 250 and America’s Everything Pak also include FX.

12. DISH incorporates its cost of purchasing FSN and FX into the price charged to consumers for such programming. For instance, in October 2010, DISH’s website, dishnetwork.com, advertised that for \$24.99 per month for one year, subscribers could receive “America’s Top 120” (without FSN), as follows:

Over 120 Favorite Channels

An exceptional digital TV package sure to please the entire family. Enjoy CNN, Discovery Channel, Disney Channel and ESPN with America's Top 120.

dishnetwork.com. For an additional \$5.00 per month, however, subscribers could receive DISH's "America's Top 120+" Package, which consists of the same programming as "America's Top 120", *plus regional sports programming*:

Over 120 Favorite Channels + Local Sports Network(s)

Includes all of the great satellite programming in our America's Top 120 package *with the addition of your Local Sports Network(s). You won't miss out on your regional teams' action with this package.*

<http://dishnetwork.com> (emphasis in bold italics added). In most areas of the country, DISH's regional sports programming consists of at least one of FOX Network's 19 regional sports channels. For instance, in Missouri, the "Local Sports Network" purchased by subscribers from DISH is FOX Sports Midwest, which is the primary provider of St. Louis Cardinals Baseball and St. Louis Blues Hockey, and provides programming for regional collegiate sports, such as University of Missouri Football. In other areas of the country, DISH subscribers purchase regional sports programming from one of 18 other regional FOX Network sports programs, such as FOX Sports West (west coast states), FOX Sports North (upper Midwest states), and FOX Sports Southwest (southwestern states other than Arizona). The 19 FOX Network's regional sports networks are hereinafter collectively referred to as "FSN".

13. DISH's advertisements do **not** state or disclose that DISH may, at any time during the subscription term, delete or change any of the programming paid for by the consumer, or change the pricing of such programming, without credit, recourse or recompense to the consumer.

Plaintiff's Order and Confirmation

14. On or about September, 2004, Plaintiff ordered one of DISH's satellite television packages which included FSN and FX programming.

15. Prior to installation of DISH equipment and services, DISH confirmed with Plaintiff who would be the account holder, account number, service address, programming package selected (including a summary of the programming), equipment and date of installation.

16. The confirmation did not state or disclose that DISH may, at any time during the subscription term, delete or change any of the programming paid for by Plaintiff and the Class, or change the pricing of such programming, without any credit, recourse or recompense to Plaintiff and the Class.

DISH's Standardized Customer Agreement

17. On the installation date, DISH's installers (the "Installers") installed the DISH equipment at Plaintiff's residence.

18. Following installation, Plaintiff's signed documents presented by the installer. Upon information and belief, Plaintiff signed: (a) a Digital Home Advantage Customer Agreement (the "Customer Agreement"); and (b) a DISH Network Service L.L.C. Service Agreement (the "Service Agreement"), which are form documents DISH presents to all of their customers. Copies of Plaintiff's Customer Agreement and Service Agreement are attached hereto respectively as Exhibits 1 and 2.

19. The Customer Agreement is a single-spaced, standardized form document in extremely small font.

20. The Customer Agreement is non-negotiable.

21. The Customer Agreement provides that the customer agrees to pay for the programming that the customer selects:

You [the customer] agree to make a monthly payment to DISH Network by the payment due date **for programming** and the following fees and equipment **you select**.

Ex. 2 (emphasis added).

22. The Customer Agreement provides that “prices, packages, and programming may change at any time.” Ex. 2.

23. Pursuant to the Customer Agreement, if a customer cancels a contract before its term has expired, DISH requires a cancellation fee per month for each month remaining on the contract. Ex. 2.

The 2010 Customer Agreement

24. In January 2010, Plaintiff entered a second 24-month term agreement with DISH (the “2010 Agreement”). A copy of the 2010 Agreement is attached hereto as Exhibit 3.

25. Like the Customer Agreement, the 2010 Agreement is a single-spaced, standardized form document in extremely small font.

26. Like the Customer Agreement, the 2010 Agreement is non-negotiable.

27. Like the Customer Agreement, the 2010 Agreement provides that the customer agrees to pay for the programming that the customer selects:

You [the customer] agree to make a monthly payment by the payment due date **for the programming you select** and for the following fees as applicable depending on the equipment you select.

Ex. 3, p. 2 (emphasis added).

28. Similar to the Customer Agreement, the 2010 Agreement provides that DISH “reserve[s] the right to change prices, packages, and programming at any time, including without limitation, during any term commitment to which you have agreed.” Ex. 3, p. 1.

29. Like the Customer Agreement, the 2010 Agreement provides that, if a customer cancels a contract before its term has expired, the customer is required to pay a cancellation fee based on the number of months remaining on the contract. Ex. 3, p. 1.

30. Both the Customer Agreement and the 2010 Agreement are consistent with all of DISH’s Customer Agreements in effect in October 2010.

31. Neither the Customer Agreement nor the 2010 Agreement state that DISH may, at any time during the subscription term, choose not to provide programming paid for by Plaintiff without providing any credit, recourse or recompense to Plaintiff for the payments made by Plaintiff to DISH for such programming.

The RCA

32. Following installation, DISH customers, including Plaintiff receive a 156-page Satellite Receiver User’s Guide that includes 12 Chapters dealing with the setup and use of the satellite equipment. The Chapters each are identified on the cover of the User’s Guide and in the Guide Overview and include, for instance, “Receiver and Remote Control”, Finding Programs to Watch”, “Record Future Programs”, and “Connections and Setup”. The Chapters themselves appear in Arial 10-12 point font and use lists and spacing to make it easier to read.

33. In the back of the User’s Guide, in the “Appendix”, on pages 146-151, DISH places a 6-page, single-spaced document, in 8.5 font, entitled Residential Customer Agreement (“RCA”). A copy of the RCA is attached hereto as Exhibit 4.

34. DISH does not require that customers execute the RCA either prior to installation, or at any time thereafter, and upon information and belief, the RCA is not even provided to customers prior to installation.

35. The RCA, by its terms, is standardized and non-negotiable, providing: “No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms and conditions of this Agreement.” Ex. 4, p. 151 § 9(H).

36. The RCA contains terms and conditions materially different from, and not found in, the Confirmation, Customer Agreement, 2010 Agreement, and Service Agreement. These additional terms and conditions purport to relieve DISH from any obligation whatsoever to provide satellite programming selected and paid for, in advance, by the customer, or to perform any other obligation under the Confirmation, Customer Agreement, 2010 Agreement, and Service Agreement.

37. For instance, on page 147 of the User’s Guide, § 1(G) of the RCA, states in 8.5 type, that DISH may, at any time, in DISH’s sole discretion, with prior notice to the Customers, unilaterally delete any and all programming from the customer’s subscription agreement and/or change the prices and fees of its services, without any refund whatsoever to the customer:

We reserve the right to add, delete, rearrange, and/or change any and all programming, programming packages, and other Services that we offer, and our prices and fees related to such programming, programming packages and Services at any time, including without limitation during any term agreement period to which you have agreed under the terms and conditions of any other agreement with DISH Network. If a change affects you, we will provide you notice of such changes and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement any programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree that you will not be entitled to any refund because of a deletion, rearrangement or change in the contents of any programming, programming packages, or other Services previously offered.

Ex. 4, p. 147 § 1(G).

38. On page 150 of the User's Guide, § 7 of the RCA purports to limit DISH's liability for service interruptions which DISH does **not** control, specifically, "for any interruptions in service or for any delay or failure to perform, including, without limitation if such interruption or delay or failure to perform arises in connection with the termination or suspension of DISH Network's access to all or any portion of services" Ex. 4, p. 150 § 7(A). The last phrase of § 7(A) explains that this section applies to "any other cause *beyond [DISH's]* control."

39. For failures to perform that are within DISH's control, § 7(D) only disclaims liability for special, indirect, incidental or consequential damages and does **not** disclaim liability for compensatory damages:

IN NO EVENT SHALL WE, OUR THIRD PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

Ex. 4, p. 150 § 7(D).

40. Section 3 of the RCA, which deals with cancellation of DISH services, differentiates between refunds and credits and states that a customer may receive refunds or credits for charges for services in some circumstances:

You understand that, *except in certain limited circumstances*, charges for Services, once charged to your account, are nonrefundable and no refunds or credits will be provided in connection with the cancellation of subscriptions to Services.

Ex. 4, p. 148 § 3(E) (emphasis added).

41. The RCA recites that the Agreement "shall be governed by the laws of the State of Colorado. Ex. 4, p. 151 § 9(E).

42. DISH's on-line version of the RCA is consistent with the RCA found in the back of the User's Guide. A copy of the on-line version of the RCA is attached hereto as Exhibit 5.

**DISH's Retention Of Tens Of Millions of Dollars Paid By
The Class For Programming That DISH Chose Not To Provide**

43. Pursuant to the Confirmation, Customer Agreement, and 2010 Agreement Plaintiff and the Class selected, purchased and paid DISH for satellite programming which included FSN regional sports programming and FX.

44. As early as September 2007, DISH knew and understood that its carrier agreement with FOX (the "DISH/FOX Agreement") would expire on September 30, 2010, after which DISH would not be able to provide to its customers FSN and FX.

45. Prior to September 30, 2010, DISH elected not to renew the DISH/FOX Agreement.

46. On September 30, 2010, the DISH/FOX Agreement expired.

47. Thereafter, from October 1, 2010 to October 29, 2010, DISH refused to purchase FSN and FX programming from FOX for Plaintiff and the Class, saving millions of dollars that it would have otherwise paid to FOX.

48. During this period, without any prior notice to Plaintiff and the Class, DISH: (A) refused to provide FSN and FX programming to Plaintiff and the Class; (B) pocketed the millions of dollars paid by Plaintiff and the Class for such programming; and (C) refused to provide to Plaintiff and the Class full credit, reduction in DISH's monthly fees or any other monetary relief.

49. In fact, during this period, DISH continued to advertise and sell programming packages that purported to include FSN and FX programming.

50. The Customer Agreement, 2010 Agreement and RCA are illusory, lack mutuality and are unenforceable. In the alternative, all portions of the Customer Agreement, 2010 Agreement and RCA that purport to allow DISH to modify or limit programming at-will,

including those referenced above, without any compensation to its customers, are illusory, lack mutuality, are unenforceable and should be severed.

Class Action Allegations

51. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 on his own behalf and on behalf of a nationwide Class (the “Class”) defined as:

All DISH customers in the United States who paid DISH for programming that included FSN or FX programming for the period October 1, 2010 through October 29, 2010 and did not receive FSN or FX programming during the period October 1 through October 29, 2010.

52. Excluded from the Class are affiliates, predecessors, successors, officers, directors, agents, servants, or employees of DISH, and the immediate family members of such persons. Also excluded is any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

53. Plaintiff is a member of the Class, which he seeks to represent.

54. The Class consists of millions of individuals and therefore is so numerous that joinder is impracticable.

55. Plaintiff’s claims are typical of the claims of the Class because Plaintiff and all members of the class have sustained damages as a result of DISH charging a monthly fee for satellite television channels which it did not provide.

56. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual class members, including but not limited to the following:

- a. whether DISH’s RCA, or provisions thereof, is illusory, lacks mutuality, or is unconscionable and severable;

- b. whether DISH's Customer Agreement or 2010 Agreement, or provisions thereof, is illusory lacks mutuality, or is unconscionable and severable;
- c. whether DISH is entitled to delete or change the programming and/or change the pricing of a customer's existing subscription agreement without credit or other monetary relief to the customers;
- d. whether DISH's failure to provide Plaintiff and the Class satellite television programming which Plaintiff and the Class selected and paid for, or credit or other monetary relief for the failure to provide such programming, constitutes a breach of contract under Colorado law;
- e. whether DISH's failure to provide Plaintiff and the Class satellite television programming which Plaintiff and the Class selected and paid for without credit or other monetary relief constitutes a breach of the covenant of good faith and fair dealing under Colorado law;
- f. whether Section 7 of DISH's RCA disclaims liability for compensatory damages for suspensions in services that are within DISH's control; and
- g. whether Colorado law applies to all claims asserted in this case.

57. All common questions are able to be resolved through the same factual occurrences as specifically and/or generally alleged herein.

58. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has no claims antagonistic to those of the Class. Plaintiff retained competent and experienced counsel in complex class actions, mass tort and products liability litigation. Counsel is committed to the vigorous prosecution of this action.

59. The prosecution of separate actions by the Plaintiff and individual members of the

Class against DISH would create a risk of inconsistent or varying adjudications on the common issues of law and fact related to this action.

60. A class action is appropriate and superior method for the fair and efficient adjudication of this controversy.

61. The expense and burden of litigation would substantially impair the ability of the Class members to pursue individual cases to protect their rights. In the absence of a class action, DISH will retain the benefits of its wrongdoing and will continue to collect and/or retain monthly fees and cancellation fees improperly.

COUNT I - Breach of Contract

62. Plaintiff hereby incorporates and adopts by reference each and every allegation set forth above.

63. DISH entered into form agreements with Plaintiff (and the other members of the Class) pursuant to which DISH agreed to provide satellite television programming, including FSN and FX, in return for which Plaintiff and members of the Class agreed to pay for the programming the customer selected. Exs. 1, 3, 4.

64. DISH charged and retained monies from Plaintiff and the Class for satellite television programming which DISH did not provide to Plaintiff and the Class during the period October 1, 2010 through October 29, 2010.

65. In so doing, DISH breached its contract with Plaintiff and the Class.

66. As a result of the breach of contract, Plaintiff and members of the Class were damaged in the amount charged by DISH for the programming to Plaintiff and the Class.

COUNT II **Breach of Covenant of Good Faith And Fair Dealing**

67. Plaintiff hereby incorporates and adopts by reference each and every allegation

set forth above.

68. DISH's contracts with the Plaintiff and the Class include the implied covenant of good faith and fair dealing in which DISH owed Plaintiff and the Class the duty not to charge and retain monies from Plaintiff and the Class for goods and services which DISH did not provide to Plaintiff and the Class.

69. DISH breached its duty of good faith and fair dealing to the Plaintiff and the Class by unfairly charging and retaining monies from Plaintiff and the Class for satellite television programming that DISH did not provide to Plaintiff and the Class without providing credit or other monetary relief to Plaintiff and the Class for the failure to provide the programming.

70. DISH's breach of its covenant of good faith and fair dealing have caused the Plaintiff and the Class economic damages in the amount charged by DISH for the programming to Plaintiff and the Class.

WHEREFORE, Plaintiff, individually and on behalf of the Class, seeks the following relief:

- A. certification of the proposed Class;
- B. individual actual damages for Plaintiff in the amount charged by DISH for the programming paid for by Plaintiff but which DISH did not provide;
- C. aggregate actual damages for the Class in the amount of the charge for the programming contracted and paid for by the Class but which DISH did not provide;
- D. attorneys' fees and costs as are available under the law or equity;
- E. prejudgment interest in the statutory amount; and
- F. such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all issues stated herein, and all issues so triable.

Respectfully submitted,

_____/s/Matthew A. Clement_____
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Timothy W. Van Ronzelen MO Bar #44382
Kari A. Schulte MO Bar #57739
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ATTORNEYS FOR PLAINTIFF



Q3 2004 DHA - 24 MONTH
COMMITMENT Agreement
(Promo Code: RET24DHA)



Retailer Information: Name: MID AMERICA WIRELESS OE: 701216 Phone: (573) 659-8700 Agreement: 7208289

CUSTOMER: Thank you for choosing DISH Network. This agreement sets forth the terms and conditions of the Digital Home Advantage promotion. All other terms and conditions of service are contained in the Residential Customer Agreement provided to you in your Equipment Users Guide. BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PROMOTION AGREEMENT AND THE RESIDENTIAL CUSTOMER AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE, AND THAT THE FOLLOWING TERMS WERE DISCLOSED TO YOU PRIOR TO LEASE: 1) within 15 days of termination or disconnection of service, certain equipment must be returned to your original retailer if such termination or disconnection occurs during the first 180 days from the date of activation of programming, or DISH Network if such termination or disconnection occurs after the first 180 days from the date of activation of programming. If you do not return the equipment within 15 days, you agree to pay the applicable unreturned equipment charges set forth below; 2) you must purchase America's Top 60 or DISH Latino programming package (currently \$29.99/mo. including rental of one receiver) as your minimum subscription level at all times; 3) programming payments are non-refundable; 4) whether an Activation Fee of \$49.99 plus applicable sales tax must be paid prior to installation and a \$49.99 credit applied to your first bill; 5) whether you are eligible for local network channels by satellite, or a website or phone number to contact to determine if you are eligible for local network channels by satellite; 6) if you elected the two-year agreement option, a prorated cancellation fee of \$240 will apply for early termination or disconnection of your account. IF YOU CHANGE YOUR RESIDENCE, YOU ARE STILL BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. PRICES, PACKAGES AND PROGRAMMING MAY CHANGE AT ANY TIME.

Customer Name: MIKE PADBERG

Phone: (573) 556-6315

Street Address: 331 FOX CREEK RD.

City: JEFFERSON CITY

County: COLE COUNTY State: MO Zip: 65109-1111

Customer Signature: X *[Signature]*

Date: 9/20/04

Account # 8255909265525730

Receiver Models Selected: 301 ☐ 311 ☐ 322 (Dual Tuner) ☒

510 DVR ☐ 522 (Dual Tuner DVR) ☒ 811 (HD) ☐

TERMS AND CONDITIONS

Eligibility. Services and equipment must be ordered, installed and activated between August 1, 2004 and January 31, 2005. This offer is limited to new first-time residential DISH Network customers who: (1) reside in the continental United States or Hawaii; (2) provide DISH Network with a valid major credit card number issued to the customer who signs this Agreement; and (3) receive credit approval. Only one participant is allowed per household. This offer may not be combined with any other offer. DISH Network shall determine eligibility for participation in its sole judgment. Standard Professional Installation of up to four receiver(s) to up to four televisions, a DISH 500 satellite dish antenna (or a SuperDISH antenna where required for local channel packages or International programming, or a 24-inch or larger DISH 300 satellite dish antenna for residents of Hawaii) and mounting hardware is included.

Programming. A minimum programming package of America's Top 60 or DISH Latino is required at all times. In the event you do not purchase the required minimum programming package, your service will be deactivated. Local channels are included where available. The DISH 811 receiver requires subscription to the High Definition programming package ("HD Pak"). An optional upgrade for international programming is available for a one-time initial fee of \$100 and includes installation of an international dish antenna to receive international programming that is broadcast from the 61.5° or 148° orbital locations. This option is not available to residents of Hawaii.

Monthly Fees and Payments. You agree to make a monthly payment to DISH Network by the payment due date for programming and the following fees as applicable depending on the equipment you select: Equipment Rental Fee: A \$5.00 rental fee for the first receiver is included in the promotional base programming package price. An additional rental fee of \$5.00 per month will be charged to your account for each receiver beyond the first; DISH Video-On-Demand Service Fee: A \$4.95 per month DISH Video-On-Demand Fee will be charged to your account for each DISH Player (DVR model 510 or model 522 receiver). This fee will be waived if you subscribe to America's "Everything" Pak or the Latino "Everything" Pak; Additional Outlet Programming Access Fee: A \$4.99 per month Additional Outlet Programming Access Fee will be charged to your account for each dual tuner receiver (models 322 or 522). This fee will be waived on a monthly basis for each such receiver that DISH Network confirms has been continuously connected to your same land-based phone line. DISH Network's confirmation process shall be the sole method utilized to determine if your monthly additional outlet programming access fee(s) will be waived. The Activation Fee is not a deposit and is nonrefundable. Other fees may apply as set forth in the Residential Customer Agreement.

Unreturned Equipment Charges. This promotion allows you to use the satellite receiver(s), Smart Card(s) and remote control(s), low noise block converters with integrated feeds (LNBFs) and switches (if any) while you remain an active customer in good standing and in compliance with this promotion. All such equipment is owned by DISH Network at all times and must be returned if you elect to terminate this Agreement, downgrade your programming below the minimum required level, or your service is otherwise disconnected for any reason at any time. WITHIN 15 DAYS OF SUCH TERMINATION, DOWNGRADE OR DISCONNECTION, YOU AGREE TO RETURN ALL SUCH EQUIPMENT IN GOOD OPERATING CONDITION, NORMAL WEAR AND TEAR EXCEPTED, TO: (1) your original retailer if such termination or disconnection occurs during the first 180 days after activation of programming, or (2) DISH Network if such termination or disconnection occurs after the first 180 days from the date of activation of programming. If such termination or disconnection occurs after the first 180 days, you agree to immediately call DISH Network at 1-888-220-3474 to receive a return authorization number and delivery instructions for the return of such equipment to Dish Network. You are responsible for and shall bear all costs and expenses to return such equipment to DISH Network. IF YOU FAIL TO RETURN SUCH EQUIPMENT AS SET FORTH HEREIN, YOU AGREE TO PAY AN UNRETURNED EQUIPMENT CHARGE FOR EACH ITEM NOT RETURNED AS FOLLOWS (in each case and collectively, the "Unreturned Equipment Charge"): Receiver Model DISH Player-DVR 522, \$300; Receiver Models DISH 322, DISH Player-DVR 510 and DISH 811, \$200; Receiver Models DISH 111, DISH 301, and DISH 311, \$100; Outdoor LNBF, Quad Switch, \$100.

Collection of Fees/Credit Card Authorization. You hereby authorize DISH Network to charge, and/or place a hold with respect to, the Unreturned Equipment Charge (and, if the two-year agreement option is selected, the Cancellation Fee described below), to your credit or debit card that you initially provided to DISH Network or to any other credit card or debit card number of yours that you have provided to make payments to DISH Network (the "Credit Card"), authorize the issuer of the Credit Card to pay those amounts without DISH Network submitting a signed receipt and agree that this Agreement is to be accepted as such authorization. You authorize DISH Network to continue to attempt to charge, and/or place holds with respect to, such charges and fees, or any portion of any or all, to the Credit Card until such amounts are paid in full. You acknowledge and agree that DISH Network shall have no liability whatsoever for any Non-Sufficient Funds check, rejected debit or other charges incurred by you as a result of such attempts to charge, and/or place holds with respect to, the Credit Card. Payment of the Unreturned Equipment Charge and Cancellation Fee shall not relieve you of your obligation to pay all unpaid charges on your account. In the event that you enroll in DISH Network's Credit Card AutoPay ("CCA") or Electronic Funds Transfer ("EFT") payment programs, you agree that the fees specified in this Agreement and the Residential Customer Agreement may be charged to the credit card or account provided by you to DISH Network pursuant to such CCA or EFT program.

Contact Information. You may reach DISH Network by e-mail at feedback@echostar.com, or write us at DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address.

Two-Year Agreement Option

Please initial this section if you selected the two-year agreement option. Under this option the DISH Home Protection Plan ("DHPP") will be provided to you at no additional cost for two (2) years from the date of initial activation. DHPP includes: a) a priority technical service support telephone number available 24 hours per day/7 days per week; b) free shipping for repair or replacement of defective receiver equipment (including DVR and HD receivers); c) video cabling and power surge repairs to DISH Network equipment; d) discounted in home service calls of \$29 (regularly \$99); and, e) one free DISH Movers (if you relocate to an area where DISH Network programming is available, we will provide and install a new DISH antenna and install your existing receivers at no charge). Please see www.dishnetwork.com or call 1-800-333-DISH for complete terms and conditions of the DISH Home Protection Plan. By initialing this option, you agree that you will purchase America's Top 60 or DISH Latino programming packages as your minimum subscription level for two (2) years from the date of initial activation ("Initial Term"). If, after activation, but before the end of the Initial Term, you elect to downgrade below America's Top 60 or DISH Latino package, or your service is disconnected or terminated for any reason, and the balance of programming charges are not paid at or prior to such termination or downgrade, we will automatically charge a cancellation fee equal to \$10 multiplied by the number of months remaining in the Initial Term, to your DISH Network account or your Credit Card as defined above ("Cancellation Fee").

CUSTOMER INITIALS: X *[Signature]*

OCT 13 2004 ZA

9/7/2004

<https://reconnect.dishnetwork.com/reconnect/signup/processOrder.do>

DISH NETWORK SERVICE, LLC
SERVICE AGREEMENT

Schedule Date: 11/11/08
Van #: 1119 Tech #: 5488
Work Order #: 0516911110527701
Start Time: 7:00 End Time: 12:00

CUSTOMER INFORMATION

Name: M. H. R. P. d. b. s. Home Phone: 1575 596-0725
Address: 6604 Winding Way Other Phone: 6131 418-8172
City: Fallston City State: MD Zip Code: 21049 Account # 8255 0026304130

DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES		DATE
1000-21615	ca. 1st floor Groceries	Removed 160 lbs
7224	TU-2: #60	Washed & repackaged
	CF#116	

HARDWARE ACTIVITY

GSC OR ID

Delivered					On-site					Returned				
DP	Legacy	New	Reman		DP	Legacy	New	Reman		DP	Legacy	New	Reman	
Single		<input type="checkbox"/>	<input type="checkbox"/>		Single		<input type="checkbox"/>	<input type="checkbox"/>		Single		<input type="checkbox"/>	<input type="checkbox"/>	
Dual		<input type="checkbox"/>	<input type="checkbox"/>		Dual		<input type="checkbox"/>	<input type="checkbox"/>		Dual		<input type="checkbox"/>	<input type="checkbox"/>	
Twin		<input type="checkbox"/>	<input type="checkbox"/>		Twin		<input type="checkbox"/>	<input type="checkbox"/>		Twin		<input type="checkbox"/>	<input type="checkbox"/>	
Quad		<input type="checkbox"/>	<input type="checkbox"/>		Quad		<input type="checkbox"/>	<input type="checkbox"/>		Quad		<input type="checkbox"/>	<input type="checkbox"/>	
SD		<input type="checkbox"/>	<input type="checkbox"/>		SD		<input type="checkbox"/>	<input type="checkbox"/>		SD		<input type="checkbox"/>	<input type="checkbox"/>	
21		<input type="checkbox"/>	<input type="checkbox"/>		21		<input type="checkbox"/>	<input type="checkbox"/>		21		<input type="checkbox"/>	<input type="checkbox"/>	
34		<input type="checkbox"/>	<input type="checkbox"/>		34		<input type="checkbox"/>	<input type="checkbox"/>		34		<input type="checkbox"/>	<input type="checkbox"/>	
44		<input type="checkbox"/>	<input type="checkbox"/>		44		<input type="checkbox"/>	<input type="checkbox"/>		44		<input type="checkbox"/>	<input type="checkbox"/>	
54		<input type="checkbox"/>	<input type="checkbox"/>		64		<input type="checkbox"/>	<input type="checkbox"/>		64		<input type="checkbox"/>	<input type="checkbox"/>	

[illegible]

ADDITIONAL CHARGES

CSC OP ID

Additional Labor Charges			Additional Hardware Charges		
Qty	Description	Price	Qty	Description	Price
Total Labor Charges			Total Hardware Charges		
Labor Sales Tax			Hardware Sales Tax		
Labor Total			Hardware Total		
Cash	CC#		Total Labor Charges		
Check#	Exp /	Approval#	Total Hardware Charges		
			Total Charges Due		

NOTICE TO THE CUSTOMER

I acknowledge receipt of and agree that I have read, understand and agree to be bound by the terms and conditions of the Residential Customer Agreement and also the Service Agreement Terms set forth on the reverse of this page.

☒ I confirm that the work listed above has been completed in a satisfactory manner on the date shown below, that I agree to and understand the terms and conditions associated with the boxes checked above, that the equipment is in good working order and that I am receiving the programming I requested.

Customer Signature: _____ Date: 11/10/2010

☒ I acknowledge that all work associated with this Service Agreement has been completed in a manner that satisfies DISH NETWORK SERVICE L.L.C standards, as well as NEC and local codes.

Technician Signature: _____ Date: 11/17/2010

☐ I confirm that the requested work could not be completed on the date shown below due to the reason(s) outlined in the DESCRIPTION OF SERVICES as shown above.

Customer Signature: _____

Technician Signature: _____

**DISH NETWORK SERVICE L.L.C.
SERVICE AGREEMENT**

90 Day Installation Warranty

DISH NETWORK SERVICE L.L.C. (or in California, DISH Network California Service Corporation) in either event ("DNS L.L.C.") warrants that the services and materials provided hereunder shall be free from defects for a period of ninety (90) days from the date of installation. During such warranty period, DNS L.L.C. will replace and/or correct any workmanship or materials that are reported to DNS L.L.C. as defective, as may be verified by DNS L.L.C. in its reasonable discretion.

For warranty or service issues, please call 1-800-333-DISH (1-800-333-3474).

Services and Materials included in Professional Standard Installation package:

Services: Site Survey at the time of installation; Assembly of dishes and mount(s); Grounding of system components to meet NEC standards; System peaking for optimum performance; installation of up to 200' RG-6 cable; routing of cable through one wall penetration; testing of equipment for proper operation; orientation to DISH Network programming and equipment.

Materials: Up to 200' RG-6 cable; coaxial cable connectors; grounding equipment; weather sealant for connections and structure penetration; wall plate(s), bushings and fittings as needed; mount hardware (standard, eave, chimney, tripod, pole with up to 50 feet of trenching/cable).

Non-Standard Options: Non-Standard options are in addition to the standard installation services as outlined above and are payable at the time of service. *State sales/tax rates apply to labor charges in the following states: AR, CT, DC, DE, IL, FL, HI, IA, KS, LA, MN, MS, NE, NJ, NM, NY, OH, OK, PA, SD, TN, TX, UT, WA, WV, WI, and WY.*

SERVICE AGREEMENT TERMS

Applicable Definitions:

"CUSTOMER" means the person(s) whose name(s) appears on the DISH Network account for the residential address listed on the front of this Service Agreement. The person(s) whose signature appears on the front of this Service Agreement represents that he/she is the Customer or is authorized to accept this Service Agreement and its terms on behalf of the Customer.

Terms and Conditions:

1. CUSTOMER warrants that he/she either owns the residence at which the installation or service work is being performed or, if a tenant, he/she has obtained permission from the landlord to allow DNS L.L.C., and its subcontractors, to make whatever alterations considered to be appropriate for the work to be performed, which may include drilling of holes in exterior walls or roof. CUSTOMER agrees to hold DNS L.L.C. and EchoStar Satellite L.L.C. (which for purposes of the Agreement only, EchoStar Satellite L.L.C. will be referred to as "DISH NETWORK"), and their subcontractors, harmless; and indemnify and defend DNS L.L.C. and DISH NETWORK, and/or their subcontractors, against any damage, loss or expense of any nature whatsoever caused or claimed to be caused by the installation of equipment, service work performed hereunder, or as a result of CUSTOMER's failure to obtain proper consent of the owner of the premises.
2. CUSTOMER agrees to the terms and conditions related to equipment warranties found in the USER and INSTALLATION GUIDE, a copy of which you acknowledge has been provided to you.
3. CUSTOMER agrees that DNS L.L.C. and DISH NETWORK assume no responsibility for service interruptions due to circumstances beyond their reasonable control, such as, but not limited to, acts of God and power failures.
4. CUSTOMER agrees to fully release and hold DNS L.L.C. and DISH NETWORK, and their subcontractors, harmless from any damages resulting from the installation of any equipment, including without limitation, installation of the DISH antenna, coaxial cable or receivers.
5. CUSTOMER agrees to hold DNS L.L.C. and DISH NETWORK, and their subcontractors, harmless from any damages resulting from the use of DISH NETWORK equipment by CUSTOMER, members of CUSTOMER's household, and guests of CUSTOMER, including, but not limited to, damages caused by lightning or other acts of God beyond the control of DNS L.L.C. or DISH NETWORK.
6. CUSTOMER hereby authorizes DISH NETWORK to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, CUSTOMER has the right to notify DISH NETWORK if it believes DISH NETWORK has reported inaccurate information about CUSTOMER's account to any credit reporting agency. Please include the specific item of dispute and why CUSTOMER believes the information reported is in error in any such notice. Such notice should be sent in writing and include CUSTOMER'S name, current address, Social Security Number, telephone number, account number and type of account. CUSTOMER must send such notices to: DISH Network Customer Service, ATTN Privacy, 5701 Santa Fe Drive, Littleton CO 80120.



Existing Customer Agreement - DishMOVER, Antenna Upgrade & DISH'n It Up Promotions

This agreement ("Agreement") sets forth the terms and conditions of the DishMOVER, the Antenna Upgrade and the DISH'n It Up promotions. The Residential Customer Agreement ("RCA"), incorporated herein by reference, contains additional terms and conditions of service. It is provided in your receiver user's guide and available at www.dishnetwork.com. If you are not participating in the DISH'n It Up promotion, you must initial the "Accept" space below to elect a 24-Month Term Agreement Option or the "Decline" space below to elect a Declined Term Agreement Option that has no term commitment. If you do not initial either space, you will be deemed to have declined the 24-Month Term Agreement Option. If you are participating in the DISH'n It Up promotion, the Declined Term Agreement Option is not available to you and you must initial the "Accept" space below and elect the 24-Month Term Agreement Option.

24-Month Term Agreement	Accept: <u><i>[Signature]</i></u>	Decline:
<p>If you initial the "Decline" space above you are selecting the Declined Term Agreement Option with no term commitment.</p> <p>If you initial the "Accept" space above you are selecting the 24-Month Term Agreement Option and you agree to purchase one of the "Required Minimum Programming Packages" listed in the table below for 24 months following the date of installation under this Agreement. Cancellation Fee: If after installation, but before the end of your 24-month term, you elect to terminate this Agreement or downgrade your programming below a Required Minimum Programming Package, or your service is disconnected for any reason, and all programming and other fees and charges for your 24-month term have not been paid in full as of such termination, downgrade or disconnection, you agree to pay, and we will automatically charge, a cancellation fee to your DISH Network account or your Qualifying Card (as defined below), at our option. The cancellation fee will be prorated by multiplying \$12.50 by the number of months remaining in your 24-month term commitment. Maximum cancellation fee is \$300. In the event that at any time during your 24-month term you are eligible to participate and participate in DISH Pause or any other program pursuant to which your DISH Network service may be temporarily suspended, you agree that the remaining portion of your 24-month term shall automatically resume immediately following such suspension and that the last day of your 24-month term shall be extended for the number of days by which your DISH Network service was suspended. DISH Network shall determine eligibility for any such promotion in its sole discretion and reserves the right to deny eligibility for any reason. In the event that at any time you owe more than one cancellation fee with respect to the same minimum required programming package pursuant to this Agreement and any other agreement(s) between you and DISH Network, you agree that the terms and conditions applicable to the cancellation fee with respect to such minimum required programming package for which the greatest amount is then owing to DISH Network shall control.</p> <p>Unreturned Equipment Charges: Whether you select the 24-Month Term Agreement Option or the Declined Term Agreement Option, the satellite receivers, smart cards, remote controls, low noise block converters with integrated feeds ("LNBFs") and switches (if any) provided to you under this Agreement remain the property of DISH Network at all times. You agree that within 30 days following termination, downgrade or disconnection of service, you will return all such equipment in accordance with the "Equipment Return" section below or pay the following "Unreturned Equipment Charges," as applicable: HD DuoDVR™ Sling loaded™ VIP 922 receiver, \$425; HD DuoDVR VIP 722 receiver, \$400; HD DuoDVR VIP 622 or HD DuoDVR VIP 722k receiver, \$350; DuoDVR 522 receiver, \$300; DuoDVR 625 or HD Solo DVR VIP 612 receiver, \$275; HD Duo VIP 222 or HD Duo VIP 222k receiver, \$250; HD Solo 411 or HD Solo VIP 211 receiver, \$175; Duo 322 receiver, \$125; Solo 311 receiver, \$75; Solo 381 or Solo 301 receiver, \$50; outdoor LNBF and quad switch, \$50. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH Network will charge the applicable Unreturned Equipment Charge(s) to the credit card or debit/check card that you provided to DISH Network at the time you initially qualified for DISH Network service (the "Qualifying Card") within 72 hours of deactivation. Such charge(s) will be refunded upon DISH Network's receipt of the applicable equipment if you return such equipment in accordance with this Agreement.</p>		

WE RESERVE THE RIGHT TO CHANGE PRICES, PACKAGES AND PROGRAMMING AT ANY TIME, INCLUDING WITHOUT LIMITATION, DURING ANY TERM AGREEMENT PERIOD TO WHICH YOU HAVE AGREED. ***WE RESERVE THE RIGHT TO CHANGE YOUR PAYMENT TERMS IF YOU FAIL TO MAKE PAYMENTS BY THE PAYMENT DUE DATE. ***IF YOU CHANGE YOUR RESIDENCE, YOU ARE STILL BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DID NOT RECEIVE ALL 3 PAGES OF THIS AGREEMENT, DO NOT SIGN THIS AGREEMENT.

Customer Name: Akke Padborg
 Phone: _____
 Street Address: Redacted
 City: _____
 State: _____ Zip: _____

Customer Signature: *[Signature]*
 Customer Printed Name: AKKE PADBORG
 Date: 11/11/10
 Account #: _____
 County: Redacted

BY SIGNING ABOVE YOU ACKNOWLEDGE AND AGREE THAT: A) YOU HAVE RECEIVED, READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE BOXES ABOVE AND IN THE RCA; AND B) THE FOLLOWING TERMS WERE DISCLOSED TO YOU PRIOR TO SALE AND/OR LEASE: 1) the 24-Month Term Agreement Option requires a 24-month term commitment; 2) you must subscribe at all times to one of the "Required Minimum Programming Packages" listed in the table below; 3) if you elected the 24-Month Term Agreement Option, a prorated cancellation fee of \$300 will apply for early termination, downgrade or disconnection of service as described above; 4) whether a non-refundable \$59.95 equipment upgrade fee must be paid at or prior to installation; and 5) programming and other payments applicable to the purchase of pay-per-view or video-on-demand programming, all monthly fees listed in the "Monthly Fees" table on pages 2 and 3 of this Agreement, and corresponding taxes and/or reimbursement charges are not deposits and are non-refundable. ADDITIONALLY, IN THE EVENT THAT ANY RECEIVERS ARE BEING PROVIDED TO YOU UNDER THIS AGREEMENT UNDER THE DISH'n IT UP PROMOTION, BY SIGNING ABOVE YOU ACKNOWLEDGE AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS WERE DISCLOSED TO YOU PRIOR TO LEASE: a) you must return your equipment in accordance with the terms and conditions set forth in the box above and in the "Equipment Return" section below; b) whether a non-refundable installation fee of up to \$50 plus applicable sales taxes must be paid at or prior to Q2 2009 DISH'n It Up - Antenna Cust Agreement (Direct) 050809 Final, Page 1 of 3

installation; and c) whether a non-refundable receiver upgrade fee of up to \$250 plus applicable sales taxes must be paid at or prior to installation.

Required Minimum Programming Packages					
Programming Package	Current Price	Price with Local Network Channels Where Available	Programming Package	Current Price	Price with Local Network Channels Where Available
DishFAMILY	\$19.99/mo.	\$24.99/mo.	Polish or Urdu/Pakistan-language	\$39.99/mo.	\$44.99/mo.
DishMEXICO	\$19.99/mo.	\$19.99/mo.	Arabic or Portuguese-language	\$44.99/mo.	\$49.99/mo.
TurboHD Bronze	\$29.99/mo.	\$34.99/mo.	Hindi-language	\$54.99/mo.	\$59.99/mo.
Chinese, Greek or Russian-language	\$32.99/mo.	\$37.99/mo.	Locals Only with a Basic International Package* Priced at \$19.99 or Higher	\$29.98 or Higher Depending on International Package Selected	

* Basic International Packages consist of the following international programming packages: Arabic Elite Pack, TV Globo/Record Package, TV Globo a la carte, French Bouquet w/euronews, Israeli Platinum Package, Panorama Italiano, TV Japan, Polish Premium Pack, Luso Pack, Bangla Mega Pack, Sun TV + KTV.

Equipment Return. The DISH'n It Up promotion allows you to use the satellite receiver(s), smart card(s), remote control(s), LNBs and switches (if any) you select under this promotion only while you remain an active DISH Network customer in good standing and in compliance with this Agreement and the RCA. SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN THE BOX ON PAGE 1 OF THIS AGREEMENT DESCRIBING UNRETURNED EQUIPMENT CHARGES. WITHIN 30 DAYS FOLLOWING TERMINATION, DOWNGRADE OR DISCONNECTION, YOU MUST RETURN ALL SUCH EQUIPMENT IN GOOD OPERATING CONDITION, NORMAL WEAR AND TEAR EXCEPTED. Immediately following such termination, downgrade or disconnection, you agree to call DISH Network at 1-800-333-DISH to receive a return authorization number and delivery instructions for the return of all such equipment. You are responsible for and shall bear all costs and expenses of returning such equipment.

DISH'n It Up Receiver Exchange. If you return a currently activated DISH Network receiver owned by you in exchange for a receiver provided under the DISH'n It Up promotion, you will receive a credit of \$10 on your account. This credit will not be applied unless and until the applicable receiver(s), including without limitation, applicable smart card(s) and remote control(s), have been received and processed by DISH Network. Upon notification to DISH Network that you intend to exchange a receiver owned by you and deactivation of such receiver, DISH Network will send you a postage pre-paid box in which to ship the receiver back to DISH Network within 45 days following deactivation. Returning receivers is your responsibility. If you return any receiver(s) previously leased by you in exchange for any receiver(s) provided under the DISH'n It Up promotion, you must return the previously leased receiver(s), including without limitation, applicable smart card(s) and remote controls, directly to DISH Network. No credit will be issued for an exchange of a previously leased receiver.

General. This Agreement provides eligible existing residential DISH Network subscribers with the opportunity to upgrade, exchange and/or select additional equipment. This Agreement applies to the DISH'n It Up Promotion only and does not replace or change any prior written agreement between you and DISH Network ("Prior Agreements"). All Prior Agreements remain in full force and effect. LNBs (if any) and switches (if any) provided by DISH Network under this Agreement shall be treated as if they were selected by you under your original promotion agreement with DISH Network for all purposes related to their ownership and shall be subject to the return requirements (if any) set forth therein with respect to such equipment. In the event that DISH Network provides you with one or more LNBs pursuant to the terms and conditions of this Agreement in exchange for one or more LNBs previously sold or otherwise provided to you by DISH Network, you agree to return any and all such previously-provided LNBs to DISH Network in exchange for one or more replacement LNBs provided pursuant to the terms and conditions of this Agreement.

Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances.

Monthly Fees and Payments. You agree to make a monthly payment by the payment due date for the programming you select and for the following fees as applicable depending on the equipment you select. State and local taxes or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states may apply. Other fees may apply as set forth in the RCA. Payment options other than those set forth in the RCA may be applicable where billing is provided through a billing agent. The following monthly fees apply:

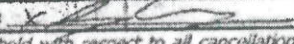
Monthly Fees	Amount of fee if you do NOT subscribe to a DishDVR Advantage Programming Package	Amount of fee if you do subscribe to a DishDVR Advantage Programming Package
Equipment Rental Fee		
First receiver activated	Included in base programming package price.	
Each HD receiver activated beyond the first	\$7.00/mo.	\$7.00/mo.
Each SD receiver activated beyond the first	\$5.00/mo.	\$5.00/mo.
Each HD DVR receiver activated beyond the first	\$7.00/mo.	\$12.00/mo.
Each SD DVR receiver activated beyond the first	\$5.00/mo.	\$10.00/mo.
For the purpose of determining the amount of this Equipment Rental Fee, HD receivers shall be deemed to be activated prior to all other receivers.		
DVR Service Fee		
First DVR receiver	\$5.98/mo.	Included as part of Equipment Rental Fee
Each DVR receiver activated beyond the first	\$5.98/mo.	
This DVR Service Fee will be waived on a monthly basis if you subscribe to America's "Everything" Pak.		

TV2 Receiver Connection Fee		
First Duo receiver activated	\$5.00/mo.	N/A
Each Duo receiver activated beyond the first	\$5.00/mo.	\$5.00/mo.
This TV2 Receiver Connection Fee will be waived on a monthly basis for each Duo receiver that DISH Network confirms has been continuously connected to your same land-based phone line and/or, solely in the case of an HD DuoDVR ViP 622, HD DuoDVR ViP 722, HD DuoDVR ViP 722k, or HD DuoDVR SlingLoaded ViP 922 receiver, continuously connected to your same broadband home network resulting in the functionality of the applicable receiver's Internet-based features. DISH Network's confirmation process(es) shall be the sole method(s) utilized to determine if your TV2 Receiver Connection Fee(s) will be waived.		
Alaska Dish 500AK Upgrade Fee	\$4.99/mo.	\$4.99/mo.
This non-refundable Alaska Dish 500AK Upgrade Fee will be charged to your account if you receive DISH Network service in Alaska.		
Hawaii Dish 500H Upgrade Fee	\$4.99/mo.	\$4.99/mo.
This non-refundable Hawaii Dish 500H Upgrade Fee will be charged to your account if you receive DISH Network service in Hawaii.		

Eligibility. DISH Network shall determine eligibility for participation, including without limitation, your specific promotion(s) and the number and type(s) or model(s) of antenna(s) and/or equipment (if any) to be provided, in its sole discretion, and reserves the right to deny eligibility for any reason.

DISH Network Satellite Receiver Models (with unreturned equipment charges)			
Solo Receivers			
Non-DVR Receivers		DVR Receivers	
Standard Definition (SD)	High Definition (HD)	Standard Definition (SD)	High Definition (HD)
Solo 301, Solo 381 (\$50); Solo 311 (\$75)	HD Solo 411, HD Solo ViP 211 (\$175)	N/A	HD Solo DVR ViP 612 (\$275)
Duo Receivers			
Non-DVR Receivers		DVR Receivers	
Standard Definition (SD)	High Definition (HD)	Standard Definition (SD)	High Definition (HD)
Duo 322 (\$125)	HD Duo ViP 221, HD Duo ViP 222k (\$250)	DuoDVR 522 (\$300); DuoDVR 625 (\$275)	HD DuoDVR ViP 622, HD DuoDVR ViP 722k (\$350); HD DuoDVR ViP 722 (\$400); HD DuoDVR SlingLoaded ViP 922 (\$425)

Contact Information. Should you have any billing, service or other questions, you may reach DISH Network by e-mail at feedback@customermail.dishnetwork.com, call us at 1-800-333-DISH or write us at DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may also request an itemization of the charges and fees applicable to the goods and services you have elected to receive under this Agreement by calling the toll-free number listed above.

<p>PLEASE READ THIS IMPORTANT INFORMATION Customer Signature: </p> <p>By signing above, you authorize DISH Network to charge, and/or place a hold with respect to all cancellation fee(s) and unreturned equipment charge(s), or any portions thereof, that you owe under this Agreement (collectively, the "Authorized Amounts") to your Qualifying Card until such Authorized Amounts are paid in full. You also authorize the issuer of the Qualifying Card to pay the Authorized Amounts without DISH Network's submitting a signed receipt. You agree that the issuer may accept this Agreement as your authorization. You agree that DISH Network shall have no liability for any non-sufficient funds, rejected debit, or other charges incurred by you as a result of such authorized attempts to charge, and/or place holds on, the Qualifying Card for valid Authorized Amounts. Payment of a cancellation fee shall not relieve you of your obligation to pay all unpaid charges on your account.</p>

Appendix

Residential Customer Agreement

RESIDENTIAL CUSTOMER AGREEMENT

Thank you for choosing DISH Network as your television service provider. DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year, by any of the following means:

Phone: 1 (800) 333-DISH (3474)

Email: feedback@customermail.dishnetwork.com

Mail: DISH NETWORK CUSTOMER SERVICE CENTER

P.O. BOX 9033

LITTLETON, CO 80160

Website: www.dishnetwork.com

To view this Residential Customer Agreement (the "Agreement") in Spanish, please visit our website at www.dishnetwork.com or call us at 1 (800) 333-DISH and we will send you a copy. Para ver este Acuerdo en español por favor visite www.dishnetwork.com o llame al 1(800)333-DISH y le enviaremos una copia. "DISH Network" is a trademark of EchoStar Satellite L.L.C. For purposes of this Agreement and any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, "DISH Network", "we" or "us" shall mean EchoStar Satellite L.L.C. or, where applicable under the particular circumstances, third party billing agents, and "you" or "your" refer to you, the DISH Network subscriber.

THIS RESIDENTIAL CUSTOMER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICES TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL CHANGED OR REPLACED. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER AND DO NOT ACCEPT THESE TERMS AND CONDITIONS, OR ANY SUBSEQUENT CHANGES TO, OR REPLACEMENT OF, THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL AT OUR OPTION CANCEL YOUR SERVICES OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE TERMS AND CONDITIONS OF YOUR IMMEDIATELY PRIOR RESIDENTIAL CUSTOMER AGREEMENT. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS. WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED TERMS AND CONDITIONS AND THEY WILL BE LEGALLY BINDING ON YOU.

1. THE DISH NETWORK SERVICE

A. Services Defined. For purposes of this Agreement, the term "Services" shall mean all video, audio, interactive and other programming services and all other services that are currently available from DISH Network (whether subscription based, pay-per-view based or otherwise) and that we may provide to consumers in the future.

B. Changing Your Programming Selection. Unless otherwise specified in this Agreement or the customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, you may change your programming selection at any time by notifying us. A fee may apply to such changes ("Transaction Fee"). In addition (and without limitation), you may be charged a monthly fee ("Service Access Fee") if you fail to subscribe to one of the following DISH Network basic programming packages: America's Top 60, America's Top 120, America's Top 180, Great Wall TV Package, DISH Latino, DISH Latino Dos, DISH Latino Max, America's "Everything" Pak, Latino "Everything" Pak, or any of their successor packages. Some Services are only available if you purchase and maintain a minimum level of programming.

C. Programming Availability. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services.

D. Ordering Pay-Per-View. You may order DISH Network special events and pay-per-view Services by using your on-screen Program Guide and remote control unit to select the movies and other events we offer. To receive the full functionality of DISH Network pay-per-view Services, your DISH Network receiver must be connected to a land-based telephone line. You may also order DISH Network special events and pay-per-view Services by calling the following toll free number: 1-877-DISH-PPV (3474-778) and using our automated system or speaking with a live operator at one of our Customer Service Centers. A fee will apply for using our automated system ("Pay-Per-View Automated Fee") or calling one of our Customer Service Centers ("Pay-Per-View Live Operator Fee").

E. Private Home Viewing Only. DISH Network provides Services to you solely for your private home viewing, use and enjoyment. You agree that no Services provided to you will be viewed in areas open to the public or in commercial establishments. Services may not be rebroadcast, nor performed, nor may admission be charged for listening to or viewing any Services. If we later determine that you utilized your Equipment (or sold, leased or otherwise gave possession of such equipment to a third party who you knew or reasonably should have known intended to use it) to permit the viewing of Services in a commercial establishment or any other area open to the public, we may disconnect your Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for Services and the full commercial rate for such Services, regardless of whether we have or had the rights to distribute such Services in a commercial establishment.

Residential Customer Agreement

F. Additional Tuners and Receivers. We may allow you to place additional receivers on your account in our sole discretion. Each additional receiver will be authorized to receive the same Services as your initial receiver. This option is only available if your initial DISH Network receiver and all additional receiver(s) are located at the same residence and are continuously connected to your same land-based telephone line. Unless otherwise specified in the customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, DISH Network will charge you a monthly additional outlet programming access fee ("Additional Outlet Programming Access Fee") for each tuner activated on your account beyond the first. If you desire to receive Services at two different residential locations, you must open a separate account for each location. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to your same land-based telephone line. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

G. Changes in Services Offered. We reserve the right to add, delete, rearrange and/or change any and all programming, programming packages and other Services that we offer, and our prices and fees related to such programming, programming packages and Services at any time, including without limitation during any term agreement period to which you have agreed under the terms and conditions of any other agreement with DISH Network. If a change affects you, we will provide you notice of such change and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement any programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree that you will not be entitled to any refund because of a deletion, rearrangement or change in the contents of any programming, programming packages, or other Services previously offered.

H. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade your Services only at your time of renewal. You may not downgrade your Services during the term of a multi-month subscription.

2. BILLING POLICIES AND PAYMENTS FOR SERVICES

A. You agree to pay all amounts billed for Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed in connection with any Services you receive from us. Unless you prepay for a multi-month subscription to Services, we will bill you each month, in advance, for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Bills you receive will show the total amount due, the payment due date, payments, credits, purchases and certain other charges to your account.

B. You agree to pay us in full monthly by the payment due date indicated on your bill for your Services and for any other charges due and owing to us, including without limitation any fees named in this Section 2. If you do not pay your bill in full on or before its due date, you agree to pay an administrative fee for late payment ("Late Payment Fee") as described below. Other fees and charges may also be assessed, including without limitation a returned payment fee ("Returned Payment Fee") in the event such non-payment arises from non-sufficient funds. If you request a duplicate billing statement, you will be assessed an additional fee (also referred to as a "Transaction Fee"). You may submit your payment by mail, on our website, through our autopay program, by calling a DISH Network customer service representative or by any other means we may designate. If payment is made by calling a DISH Network customer service representative, a fee will be assessed ("Live Operator Payment Fee") as described below. If partial payments are made, they will be applied first to the oldest outstanding bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as "payment in full," we can accept them without waiving any of our rights, including without limitation our rights to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH Network does not extend credit to our customers, and the Late Payment Fee is not interest, a credit service charge or a finance charge. You understand and agree that in the case of late payment or nonpayment for any Services ordered by you or for any of the charges stated below, we may report such late payment or nonpayment to credit reporting agencies. If you do not pay your bill in full by its due date, or if you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we have the right to disconnect your Services at any time thereafter, in our sole discretion, and in such event we shall be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or for any other reason, DISH Network may require you to pay, and you agree to pay, all past due charges, a fee for reconnection ("Restart Fee"), a deposit equal to a minimum of two month's service charges and all outstanding balances accrued through the date of such disconnection, before we reconnect your Services. Unless required by applicable law, deposits will not be held segregated from other funds and shall not earn or accrue interest. Promotional pricing is valid only at time of installation. Additional charges may apply for you to upgrade your Services or Equipment after installation or for non-standard installations.

C. If you paid for an annual or other multi-month subscription to any Services and your account is past due for any amount owed to us, at our option we may suspend any or all Services until we receive payment in full of all past due amounts, and/or convert your annual or other multi-month subscription to a monthly subscription. If we convert your multi-month subscription to a monthly subscription, we will first apply the amount you paid for your multi-month subscription to any past due amounts and then any remaining amounts to any obligations you incur in the future.

D. If we use a collection agency or attorney to collect any money you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other requests for credit, you may contact our Customer Service Center by telephone or in writing. You must contact us within twenty (20) days after the date you receive the billing statement for which you are seeking corrections. Failure to timely notify us of a dispute shall constitute your acceptance of the corresponding bill. Undisputed portions of a billing statement must be paid before the next billing statement is issued or you agree to pay an administrative fee for late payment. All payments for Services must be made directly by you to us. For

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Residential Customer Agreement

example, DISH Network shall have no obligation to provide Services for which payment is made by you to a third party or payment is made by a third party on your behalf.

E. In addition to (and without limitation of) any amounts due for your Services and any other amounts due pursuant to any customer agreement(s) pursuant to which you are receiving Services and/or Equipment, you agree to pay the fees referenced below ("Fees") if and when applicable. DISH Network reserves the right to change these Fees, increase these Fees or add additional Fees at any time and from time to time, in our sole discretion upon notice to you.

Additional Outlet Programming Access Fee (monthly, per each tuner after first):	\$4.99	Overnight Delivery Fee:	\$18.00
DISH Network DVR Service Fee (monthly, per Digital Video Recording receiver):	\$4.98	Pay-Per-View Automated Fee:	\$1.00
Equipment Rental Fee (monthly, per leased receiver)	\$5.00	Pay-Per-View Live Operator Fee:	\$5.00
Late Payment Fee:	\$5.00	Restart Fee:	\$25.00
Live Operator Payment Fee:	\$5.00	Returned Payment Fee:	\$10.00
Offset Fee:	\$2.00	Service Access Fee (monthly):	\$5.00
		Smart Card Replacement Fee:	\$50.00
		Transaction Fee:	\$5.00

In the event billing is provided through a third-party billing agent, the above fees may differ.

F. Different or other payment and billing terms and conditions may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company. See Section 9.F below.

3. CANCELLATION OF SERVICE

A. Your Services will continue until cancelled or disconnected as provided herein. Unless previously disconnected, your subscription will be automatically renewed unless and until you contact us to cancel it as provided in the next paragraph.

B. You have the right to cancel your Services for any reason and at any time by notifying us via telephone, via e-mail or in writing, at the phone number, e-mail address or mailing address set forth in the first paragraph of this Agreement. Please be aware that certain promotions have an optional or mandatory term agreement period and if you cancel your Services prior to the expiration of that optional or mandatory term agreement period, certain early termination or cancellation fees may apply.

C. In addition to all other rights that DISH Network may have to disconnect your Services, DISH Network has the right to disconnect your Services at any time without providing notice to you if: (i) you fail to pay any bill in full when it is due; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement or any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such equipment as part of a residential move into an area within which you can permissibly continue to receive such Services); (v) you assign or attempt to assign any of your rights, duties or obligations under the terms and conditions of this Agreement or any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) any act of bankruptcy on your part or the commencement of bankruptcy proceedings against you.

D. If your Services are canceled or disconnected for any reason, you are still responsible for the payment of all outstanding balances accrued, including without limitation any applicable Fees.

E. You understand that, except in certain limited circumstances, charges for Services, once charged to your account, are nonrefundable and no refunds or credits will be provided in connection with the cancellation of subscriptions to Services. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you understand and agree that you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

4. EQUIPMENT

A. In order to receive Services it will be necessary for you to purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver(s), satellite antenna(s), low noise block converter(s) with integrated feed(s) and remote control(s) (collectively, "Equipment"). Receiver(s) provided to you may also be equipped with a conditional access card ("Smart Card") inserted into a slot in such receiver. Not all receivers with a Smart Card slot require Smart Cards for proper authorization. Smart Cards remain the property of DISH Network at all times and any tampering or other unauthorized modification to any Smart Card is strictly prohibited and may result in, and subject you to, legal action. You agree to return Smart Cards to us upon our request.

B. Smart Cards are non-transferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to our Customer Service Center that your Smart Card was lost, damaged, defective or stolen, then we will replace it, as long as there is no evidence of unauthorized tampering or modification. A replacement fee will apply ("Smart Card Replacement Fee"). In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery in which event our overnight delivery fee ("Overnight Delivery Fee") will apply.

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C. DISH Network reserves the rights to alter software, features and/or functionality in your DISH Network receivers, provide data and content to Personal Video Recorder/Digital Video Recorder ("PVR/DVR") products, store data and content on the hard drives of PVR/DVR products, and send electronic counter-measures to your DISH Network receivers, through periodic downloads. DISH Network will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads.

D. DISH Network's PVR/DVR Products allow you to record programming in digital format. Total recording time varies depending on your receiver and the nature of the programs being recorded. DISH Network does not guarantee access to or recording of any particular programming. Most programming is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it except as permitted by the "fair use" provisions of the U.S. copyright laws. DISH Network may, in its sole discretion, add, change or remove features of its PVR/DVR Products and, upon notice to you, introduce or change fees for the use of PVR/DVR Product features. DISH Network will notify you of any change that is within its reasonable control. Unless otherwise specified in the terms and conditions of the customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, we will charge you a monthly DISH Network DVR service fee ("DISH Network DVR Service Fee") for each PVR/DVR receiver activated on your account.

E. DISH Network receivers contain components and software that are proprietary to DISH Network. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

F. To optimize the operation of your Equipment, you must continuously connect each DISH Network receiver on your account to your same land-based telephone line. Failure to connect each receiver to your same land-based telephone line may result in interruption or disconnection of Services.

G. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Center by telephone or in writing immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

H. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. Any attempt to transfer any of the rights, duties or obligations of this license agreement is null and void. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license agreement, and DISH Network and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). If you breach any term or condition of this license agreement, this license agreement will automatically terminate.

5. LEASED EQUIPMENT

A. DISH Network may, from time to time, lease certain Equipment to subscribers. If you elect to lease Equipment from DISH Network, the terms and conditions of the customer agreement(s) applicable to the lease promotion(s) pursuant to which you are leasing such Equipment shall apply, which are in addition to (and without limitation of) the terms and conditions of this Agreement. Unless otherwise specified in such customer agreement(s): (i) such Equipment, except for the satellite antenna, shall at all times remain the sole and exclusive property of DISH Network and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Services for any reason and (ii) we will charge you a monthly equipment rental fee (an "Equipment Rental Fee") for each leased receiver activated on your account. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of such Equipment shall be performed by us at our service rates in effect at the time of such service. You shall not attach any electrical or other devices to, or otherwise alter, any such Equipment without our prior written consent. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in such Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

B. Upon termination of your Services, you must notify our Customer Service Center or call the telephone number set forth in the customer agreement(s) applicable to the lease promotion(s) pursuant to which you are leasing the applicable Equipment to schedule the return of your leased Equipment. If such Equipment is not returned undamaged and in working order, normal wear and tear excepted, certain charges will apply as described in the customer agreement(s) applicable to the lease promotion(s) pursuant to which you are leasing such Equipment. You are responsible for, and agree to pay, any costs of repair, replacement or other costs if you do not return such Equipment undamaged and in working order, normal wear and tear excepted.

C. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment shall be performed by us or our designee(s). DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

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6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

DISH Network may sell, assign or transfer your account to a third party without notice to you. You may not assign or transfer your Services without our written consent, which will not be unreasonably withheld. We may, however, refuse to allow you to assign or transfer your Services if you lease your Equipment or if your account has an outstanding balance.

7. LIMITATION OF OUR LIABILITY

A. NEITHER WE NOR OUR THIRD PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION IF SUCH INTERRUPTION OR DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH NETWORK'S ACCESS TO ALL OR ANY PORTION OF SERVICES, THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S), A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT, ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR CONTROL.

B. NEITHER WE NOR OUR THIRD PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION ANY LOSS OF PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

C. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

D. IN NO EVENT SHALL WE, OUR THIRD PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

E. IT IS YOUR RESPONSIBILITY TO IMPOSE VIEWING RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. WE, OUR THIRD PARTY BILLING AGENTS, AND OUR AND THEIR AFFILIATES SHALL HAVE NO LIABILITY TO ANYONE DUE TO, OR BASED UPON, THE CONTENT OF ANY OF THE SERVICES FURNISHED TO YOU.

8. WARNING AGAINST PIRACY AND INFRINGEMENT

A. It is a violation of various U.S. federal and state laws to receive any Services, or any portion of such Services, without paying for them. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. Title 47, Section 605(e)(4), United States Code (U.S.C.) makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punishable in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation. Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by Macrovision, and is intended for home and other limited pay-per-view uses only unless otherwise authorized by Macrovision. Reverse engineering or disassembly is prohibited.

9. GENERAL

A. Physical Address/Change of Address. When setting up your DISH Network account, you agree to provide us with the physical street address where your Equipment will be located and your Services will be provided. A post office box does not constitute a physical address and is not sufficient to meet this requirement. You agree to give us prompt notice of your change of name, mailing address, physical address where your Equipment is located, and telephone number. You may do this by notifying our Customer Service Center by telephone or in writing at the phone number or mailing or e-mail address set forth in the first paragraph of this Agreement.

B. Notice. Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your billing statement, as a bill insert, via broadcast on a television channel, through publication on the website set forth in the first paragraph of this Agreement, by telephone or by any other reasonable means. If we send you notice by mail, on your billing statement or as a bill insert, it will be considered given when deposited in the U.S. Mail, addressed to you at your then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth in the first paragraph of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first class mail addressed to us at the mailing address set forth in the first paragraph of this Agreement, and shall be deemed given when received by us at such mailing address.

C. Credit Checks. You authorize DISH Network to investigate your financial responsibility and creditworthiness, including without limitation acquiring credit reports and histories, and to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, you have the right to notify DISH Network if you believe we have reported inaccurate information about your account to any consumer reporting agency. Please include the specific item of dispute and why you believe the information reported is in error in any such notice.

D. Personal Information. If you have an on-line account with us, you are fully responsible for maintaining the confidentiality of your password and account username and for all activities that occur under your password and/or account username. You agree to: (i) keep your account username and password confidential and not share them with anyone else, and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

E. Applicable Law. This Agreement, including without limitation all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement or Services, shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision shall be modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.

F. Third-Party Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents, including without limitation, local telephone companies, may apply. For example (and without limitation), late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; our third-party billing agents may require you to pay all past due charges for Services, a restart Fee, and/or a prepayment before we reconnect your Services; other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Network Services can be restored, and a restoral fee and deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.

G. Remedies Cumulative. It is agreed that the rights and remedies provided under the terms and conditions of this Agreement to DISH Network in case of default or breach by you of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH Network may have by reason of such default or breach by you at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Other. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms and conditions of this Agreement. DISH Network may, however, change the terms and conditions of this Agreement at any time and from time to time in its sole discretion and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination shall continue thereafter until fully performed. This Agreement is in addition to any other written agreement(s), if any, between you and DISH Network, including without limitation any installation agreement or customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, and except as provided to the contrary herein all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, any and all prior DISH Network Residential Customer Agreements are hereby replaced and superseded in their entirety by this Agreement, and such prior DISH Network Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, the terms and conditions of such customer agreement(s) shall be controlling. In the event of any ambiguity between the terms and conditions of this Agreement and any customer agreement(s) applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, DISH Network shall have the sole and exclusive authority to interpret and/or make a final determination in its sole discretion concerning any issue arising from such ambiguity.

STAYING LEGAL

Title 18, Section 605(e)(4), United States Code (U.S.C.) makes it a federal crime to modify this receiver to enable it to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any owner of this receiver who procures or willfully causes its modification is an accessory to that offense and may be punishable in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation (FBI).

To the extent that this product incorporates Macrovision technology, this product incorporates copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by Macrovision, and is intended for home and other limited viewing uses only unless otherwise authorized by Macrovision. Reverse engineering or disassembly is prohibited.

Residential Customer Agreement

Thank you for choosing DISH Network®.

To view this Residential Customer Agreement in Spanish, please visit www.dishnetwork.com or call us at 1-800-333-DISH and we will send you a copy. *Para ver este acuerdo en español por favor visite www.dishnetwork.com o llame al 1-800-333-DISH y le enviaremos una copia.*

DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year:

Phone: 1-800-333-DISH (3474)

Email: care@dishnetwork.com

Mail: DISH NETWORK CUSTOMER SERVICE CENTER
P.O. BOX 9033
LITTLETON, CO 80160

Website: www.dishnetwork.com

For purposes of this Residential Customer Agreement (the “Agreement”) and any customer agreement(s) applicable to the promotion(s) under which you are receiving services and/or equipment from DISH Network (each, a “Promotion Agreement”): (i) “you” and “your” refer to you, the DISH Network subscriber; and (ii) “DISH Network,” “we,” “us” or “our” refer to DISH Network L.L.C. (formerly known as EchoStar Satellite L.L.C.) or, where applicable under the particular circumstances, third-party billing agents.

“DISH Network” is a registered trademark of DISH Network L.L.C.

THIS AGREEMENT, TOGETHER WITH ANY APPLICABLE PROMOTION AGREEMENT, SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE OR REPLACE IT. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THIS AGREEMENT, AND YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED AGREEMENT. IF YOU ARE AN EXISTING CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED OR REPLACED AGREEMENT, YOU MUST NOTIFY US IMMEDIATELY AND WE WILL, AT OUR OPTION, EITHER CANCEL YOUR SERVICE OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

1. THE DISH NETWORK SERVICE

A. Services Defined. “Services” shall mean all video, audio, data, interactive and other programming services and all other services that are currently available from DISH Network (whether subscription, pay-per-view or otherwise) and that we may provide to customers in the future.

B. Minimum Programming Levels. If your applicable Promotion Agreement specifies required minimum programming, you must subscribe to such programming. Otherwise, you must subscribe to one or more of the following programming packages, or we may charge you a Service Access Fee (as detailed in Section 2(D)): DishFAMILY, DishMÉXICO, TurboHD Bronze or a higher version of such packages; a Chinese, Greek, Russian, Polish, Urdu, Arabic, Portuguese, or Hindi language programming package; a combination of Locals Only and one of TV Globo/Record Package, TV Globo a la carte, Israeli Platinum Package, Panorama Italiano, TV Japan, Polish Premium Pack, Bangla

Mega Pack, Punjabi Pack, Telugu Pack, Pinoy Mega Pack, German Language Plus Package, or RTVI/RTVI+ Package; or any of their successor packages. We may change such minimum programming requirements at any time.

C. Programming Availability. Certain Services, including without limitation, some subscription Services, sporting events and broadcast network Services, may be blacked out in your viewing area; if you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. If the location at which you are receiving Services is a wagering location, you are not eligible to receive certain channels, including without limitation, Horse Racing Television (HRTV). You must be at least 18 years of age, or the applicable age of majority where you reside, to order or receive adult-oriented programming services.

D. Changing Your Programming Selection. Unless otherwise specified in this Agreement or any applicable Promotion Agreement(s), you may change your programming selection at any time by notifying us. A Transaction Fee (as detailed in Section 2(D)) may apply to such programming changes, unless you are receiving Services and/or Equipment (as defined in Section 4(A)) pursuant to a Promotion Agreement that requires you to pay in full for all Services and/or Equipment prior to receiving such Services and/or Equipment (a "Pre-Pay Promotion").

E. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade your Services only when you renew. You may not downgrade your Services during the term of a multi-month subscription.

F. Ordering Pay-Per-View. You may use your remote control and on-screen program guide to order pay-per-view Services through your television if your DISH Network receiver is connected to a land-based telephone line and/or a broadband home network. You may also order DISH Network pay-per-view Services by calling 1-877-DISH-PPV (3474-778) and using our automated system, or speaking with a live operator at one of our customer service centers; in either case, a fee will apply as detailed in Section 2(D). Pre-Pay Promotion customers may only order pay-per-view Services by calling 1-877-DISH-PPV (3473-778).

G. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access websites and information on the Internet. Neither DISH Network nor EchoStar Technologies L.L.C. ("EchoStar") has any control over such websites and information, and neither we nor EchoStar make any representations, warranties or guarantees as to the availability or content of such websites and information, including without limitation: (i) the accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity, or quality of any such websites or information; or (ii) whether using the software contained in such receivers may result in accessing unintended, inappropriate or objectionable content. We and/or EchoStar may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver at any time without notice. We and/or EchoStar may also limit or restrict the websites and information that you may access on the Internet using your receiver at any time without notice.

H. Private Home Viewing Only. DISH Network provides Services to you solely for viewing, use and enjoyment in your private home. You agree that no Services provided to you will be viewed in areas open to the public, commercial establishments or other residential locations. Services may not be rebroadcast or performed, and admission may not be charged for listening to or viewing any Services. If your Services are viewed in an area open to the public, a commercial establishment or another residential location, we may disconnect your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the full applicable rate for such Services, regardless of whether we have the right to distribute such Services in such other location.

I. Changes in Services Offered. We may add, delete, rearrange and/or change any and all programming, programming packages and other Services that we offer, as well as the prices and fees related to such programming, programming packages and Services, at any time, including without limitation, during any term commitment period to which you have agreed. If a change affects you, we will notify you of such change and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, we have no obligation to replace or supplement such programming, programming packages or other Services. You are not entitled to any refund because of a deletion, rearrangement or change of any programming, programming packages or other Services.

J. Promotional Offers and Items. If a third party, such as an independent DISH Network retailer, integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services, such

third party is wholly responsible for fulfilling such promotional offer or providing such promotional item, and DISH Network is not in any way responsible for such fulfillment.

2. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES

A. Payments. You agree to pay all amounts billed for Services, as well as all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us, and any other charges due and owing to us. State and local taxes or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states may apply. Unless you prepay for a multi-month subscription to Services or prepay for all Services as required by your participation in a Pre-Pay Promotion, we will bill you monthly in advance for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Multi-month subscription customers and Pre-Pay Promotion customers will be billed based on your pre-pay period (multi-month subscriptions) or monthly (Pre-Pay Promotion customers), and must make all payments in advance of the due date on your bill in order to continue receiving your Services; you must also pre-pay for all other Services, such as pay-per-view, ordered by you or anyone who uses your Equipment, whether with or without your permission.

B. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account. You may submit your payment by mail, on our website, through our AutoPay program, by calling a DISH Network customer service representative, or by any other means that we designate. Partial payments will be applied first to the oldest outstanding bill. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as "payment in full," we can accept them without waiving any of our rights, including without limitation, our rights to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH Network does not extend credit to our customers, and the Late Payment Fee (as detailed in Section 2(D)) is not interest, a credit service charge or a finance charge. Certain fees and charges may apply in certain circumstances to your payment for the Services, including without limitation, those set forth in Section 2(D).

C. Alterations to Payment Terms. If you pay for a monthly subscription (other than a Pre-Pay Promotion) and your account is past due on more than one occasion, we may require that you pay for all Services and Equipment before you receive them, and you will be deemed to be receiving your Service under a Pre-Pay Promotion, at which point, all terms and conditions of such Pre-Pay Promotion will apply to you. If you paid for a multi-month subscription to any Services and your account is past due for any amount, we may convert your multi-month subscription to a monthly subscription, and we will first apply the amount you paid for your multi-month subscription to any past due amounts and then to any obligations you incur in the future.

D. Fees. In addition to any amounts due for your Services and any other amounts due under this Agreement or any applicable Promotion Agreement, you agree to pay the fees listed below ("Fees") if and when applicable. DISH Network may change these Fees, increase or decrease these Fees, or impose additional Fees at any time upon notice to you. Discounts on certain monthly fees may be available from time to time if you subscribe to certain programming packages and/or use certain Equipment. Additional fees may apply for non-standard installations or if you upgrade your Equipment after installation.

Monthly Fees		
Type of Fee	Amount	Description of When Fee Applies
Additional Receiver Fee	\$7.00	You have more than 1 receiver on your account. Per additional high definition (HD) receiver.
	\$5.00	You have more than 1 receiver on your account. Per additional standard definition (SD) receiver.
Alaska Dish 500AK Upgrade Fee	\$4.99	You receive Services in Alaska.
DishHOME Protection Plan	\$5.99	You participate in the DishHOME Protection Plan.
DISH Pause	\$5.00	You are eligible for and participate in DISH Pause.
DVR Service Fee	\$5.98	You purchase or lease a digital video recording receiver and you do not subscribe to a "with DVR" programming package.

Hawaii Dish 500H Upgrade Fee	\$4.99	You receive Services in Hawaii.
TV2 Receiver Connection Fee	\$5.00	You purchase or lease a dual-tuner receiver and it is not connected to a phone line and/or a broadband home network.
Service Access Fee	\$6.00	You do not subscribe to applicable required minimum programming.

Transactional Fees		
Type of Fee	Amount	Description of When Fee Applies
Check by Phone Fee	\$9.99	You make a personal check payment using our automated phone system or through our customer service center.
External Hard Drive Activation Fee	\$39.99	One time fee charged if you have a ViP receiver and you choose to connect an external hard drive to that receiver.
Late Payment Fee	\$5.00	You do not pay your bill in full on or before its due date (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Live Operator Payment Fee	\$5.00	You make a debit or credit card payment through a DISH Network customer service representative (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Mobile Fee	\$20.00	You would like the ability to order pay-per-view Services at any time without a phone line connected to your receiver. Charged annually.
Pay-Per-View Automated Fee	\$1.50	You use our automated telephone system to order DISH Network pay-per-view Services.
Pay-Per-View Live Operator Fee	\$5.00	You call one of our customer service centers to order DISH Network pay-per-view Services.
Restart Fee	\$25.00	We disconnect your Services for any reason and you wish to restart such Services (unless you are receiving Services pursuant to a Pre-Pay Promotion).
	\$5.00	If you are a Pre-Pay Promotion customer, we disconnect your Services for any reason, and you wish to restart such Services.
Returned Payment Fee	\$10.00	You make an EFT or check payment to DISH Network and it is subsequently returned.
Shipping and Handling Fee	\$14.95	DISH Network delivers hardware to you via regular delivery. (An additional \$10 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
	\$5.95	DISH Network delivers a remote control to you via regular delivery. (An additional \$10 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
	\$8.95	DISH Network delivers an accessory to you via regular delivery. (An additional \$7 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
	\$24.95	DISH Network delivers an item to you via overnight delivery (not available in Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, defective or stolen, as long as there is no evidence of unauthorized tampering or modification.
Statement Request Fee	\$2.00	You request a copy of a previous billing statement.
Transaction Fee	\$5.00	You change your programming selection (but not regarding adult programming).
	\$10.00	Changes to your programming selection include adult programming.

E. Restarting your Services. If you do not pay your bill in full by its due date, or you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we may disconnect your Services, and in such event we will be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or any other reason, DISH Network may require that you pay, and you agree to pay, before we reconnect your Services, all past due charges, a Restart Fee, a deposit equal to a minimum of two months' service charges (or in the

case of a restart under a Pre-Pay Promotion, one month's service charges), and all outstanding balances accrued through the date of such disconnection. If your Services are disconnected for non-payment or any other reason, you will no longer be eligible, even if you pay to restart your Service, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Services not been disconnected. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

F. Attorneys' Fees/Collections. If we use an attorney or a collection agency to collect any money you owe us or to assert any other right that we may have against you, including without limitation, any breach of any agreement you may have with DISH Network or one of our affiliates, you agree to pay the reasonable costs of such collection or other action. These costs may include, without limitation, the costs of a collection agency, reasonable attorneys' fees and court costs. If you believe you have been billed in error or you would like to make any other requests for a billing statement credit, you must contact our customer service center by telephone or in writing within twenty (20) days after the date you receive the bill for which you are seeking correction. Failure to timely notify us of a dispute will constitute your acceptance of the corresponding bill. You must pay undisputed portions of any billing statement before the next billing statement is issued or you must pay a Late Payment Fee. All payments for Services must be made directly by you to us, unless we authorize otherwise; for example, DISH Network shall have no obligation to provide Services for which payment is made by you to a third party or payment is made by a third party on your behalf.

G. Billing Agent Payments. Different or other payment and billing terms, conditions, options and fees may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company.

3. CANCELLATION OF SERVICE

A. Continuation of Services. Your subscription to Services will automatically renew until you cancel your Services or we otherwise disconnect your Services, in each case as provided herein or in any applicable Promotion Agreement.

B. Cancellation Policies. You may cancel your Services for any reason at any time by notifying us at the phone number, e-mail address or mailing address set forth at the top of this Agreement. Please be aware that certain promotions have an optional or mandatory term commitment period and if you cancel your Services prior to the expiration of an applicable optional or mandatory term commitment period, certain early termination or cancellation fees may apply.

C. Disconnection of Services. In addition to all other rights that DISH Network may have to disconnect your Services, DISH Network may disconnect your Services at any time without notifying you if: (i) you fail to pay any bill in full when it is due; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement or any applicable Promotion Agreement; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such Equipment as part of a residential move into an area within which you can permissibly continue to receive such Services); (v) you assign or attempt to assign any of your rights, duties or obligations under this Agreement or any applicable Promotion Agreement; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) you commence any act or filing of bankruptcy or bankruptcy proceedings are commenced against you.

D. No Credits. If your Services are cancelled or disconnected for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services. If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

4. EQUIPMENT

A. Equipment. In order to receive Services you must purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver(s) and applicable Smart Card(s), remote control(s), satellite antenna(s), and low noise block converter(s) with integrated feed(s) (collectively, "Equipment").

B. Additional Tuners and Receivers. We may choose to allow you to place additional receivers on your account. If we allow you to do so, each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment. All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network. If you wish to receive Services at two different residential locations, you must open a separate account for each location, unless otherwise specifically authorized by Dish Network. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to the same land-based telephone line and/or broadband home network. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

C. Smart Cards. Receiver(s) are equipped with a conditional access card ("Smart Card") inserted into a slot or otherwise installed in such receiver. Not all receivers with a Smart Card slot require a Smart Card for proper authorization. Smart Cards remain the property of DISH Network at all times and must be returned to us upon our request. Smart Cards are not transferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to our customer service center that your Smart Card has been lost, damaged, defective or stolen, we will replace it, unless there is evidence of unauthorized tampering or modification, and a Smart Card Replacement Fee will apply. In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee will apply.

D. PVR/DVR. DISH Network's personal video recorder/digital video recorder ("PVR/DVR") products allow you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the programs being recorded. DISH Network does not guarantee access to or recording of any particular programming, or that any such programming will not be deleted from your PVR/DVR product. Most programming is the copyrighted material of the third party that supplies it; is protected by copyright and other applicable laws; and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it (except as permitted by the "fair use" provisions of the U.S. copyright laws).

E. Telephone/Broadband Connection. To optimize the operation of your Equipment, you must continuously connect each DISH Network receiver on your account to the same land-based telephone line and/or a broadband home network. Failure to connect each receiver to the same land-based telephone line and/or a broadband home network may result in interruption or disconnection of Services. We may charge you a TV2 Receiver Connection Fee for each dual-tuner receiver that is not connected to the same land-based telephone line and/or a broadband home network.

F. Receiver Alterations. DISH Network may, through periodic downloads, alter the software, features and/or functionality in your DISH Network receivers; provide data and content to PVR/DVR products; store and remove data and content on the hard drives of PVR/DVR products; and send electronic counter-measures to your DISH Network receivers. DISH Network will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads. DISH Network may from time to time cease supporting one or more DISH Network receiver models.

G. Proprietary Components and Software. DISH Network receivers and Smart Cards contain components and software that are proprietary to DISH Network and its licensors. You agree that you will not try to reverse-engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

H. Software License. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network, its licensors and/or its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy of such software, in whole or in part. You may not reverse-engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH Network, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. If you breach any term or condition of this license, this license will automatically terminate.

I. Stolen Equipment. If any of your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our customer service center by telephone or in writing immediately, but in any event not later than three (3) business days after such removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

5. LEASED EQUIPMENT

A. Lease Terms. We may choose to lease certain Equipment to subscribers. Unless otherwise specified in an applicable Promotion Agreement(s), such Equipment (including without limitation, the LNBFs, but not the satellite antenna), shall at all times remain the sole and exclusive property of DISH Network, and we may provide or replace leased Equipment with new or reconditioned Equipment at any time, and upon cancellation or disconnection of your Services, remove or require the return of such Equipment. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in such Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of such Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment, or to tamper with or alter any notice of our ownership on such Equipment. Any reinstallation, return, or change in the location of such Equipment must be performed by DISH Network at our then-current service rates. You shall not attach any electrical or other devices to, or in any way alter, any such Equipment without our prior written consent. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

B. Return of Leased Equipment. Upon cancellation or disconnection of your Services, you must contact our customer service center or call the telephone number set forth in any applicable Promotion Agreement to schedule the return of your leased Equipment. If you do not return such Equipment undamaged and in working order, normal wear and tear excepted, you are responsible and must pay us certain charges as described in any applicable Promotion Agreement.

C. Defects and Damages. You must notify us immediately of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment must be performed by us or our designee(s). DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

DISH Network may sell, assign or transfer your account to a third party without notifying you. You may not assign or transfer your Services without our written consent, which will not be unreasonably withheld. We may, however, refuse to allow you to assign or transfer your Services if you lease Equipment or your account has an outstanding balance.

7. LIMITATION OF OUR LIABILITY

A. INTERRUPTIONS AND DELAYS. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR

FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION: IF SUCH INTERRUPTION, DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH NETWORK'S ACCESS TO ALL OR ANY PORTION OF SERVICES; THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S); A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT; ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

B. ALTERATIONS TO EQUIPMENT. NONE OF DISH NETWORK, ECHOSTAR OR OUR THIRD-PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, REMOVING OR DISABLING FEATURES (SUCH AS THE ABILITY TO ACCESS THE INTERNET VIA A RECEIVER).

C. LOSS OF RECORDED MATERIAL. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION, ANY LOSS OR PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

D. NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

E. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF DISH NETWORK, ECHOSTAR, OUR THIRD-PARTY BILLING AGENTS, OR OUR AND THEIR AFFILIATES SHALL HAVE ANY LIABILITY TO ANYONE DUE TO, OR BASED UPON, ANY CONTENT (INCLUDING WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN, 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 YOU.

F. DAMAGES LIMITATION. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO: DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT; OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU; OR ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

8. WARNING AGAINST PIRACY AND INFRINGEMENT

A. Piracy. 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 is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. Infringement. Section 605(e)(4) of Title 47 of the United States Code makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punished in the same manner.

Investigative authority for violations lies with the Federal Bureau of Investigation. The Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by DISH Network or its suppliers or licensors, and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by DISH Network or its suppliers or licensors. Reverse engineering or disassembly is prohibited.

9. GENERAL

A. Notice. Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your bill, as a bill insert, via broadcast on a television channel, through publication on the website set forth at the top of this Agreement, by telephone, or by any other reasonable means. If we send you notice by mail, on your bill or as a bill insert, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth at the top of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at the mailing address set forth at the top of this Agreement, and shall be deemed given when received by us at such mailing address.

B. Physical Address/Change of Address. When setting up your DISH Network account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, telephone number, or physical address where your Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.

C. Online Account Information. If you have an online account with us, you are responsible for maintaining the confidentiality of your account username and password and for all activities that occur under your account username and/or password. You must: (i) keep your account username and password confidential and not share them with anyone else; and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

D. Third-Party Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents may apply. For example and without limitation: (i) late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing agents may require that you pay all past due charges for Services, a restart fee, and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Network Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied first to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Please contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.

E. Credit Checks. You authorize DISH Network to investigate your financial responsibility and creditworthiness, including without limitation, acquiring credit reports and histories, and to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, you have the right to notify DISH Network if you believe we have reported inaccurate information about your account to any credit reporting agency. Please include in any such notice the specific item of dispute and why you believe the information reported is in error.

F. Applicable Law. This Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement, the

Services or the Equipment shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.

G. Remedies Cumulative. The rights and remedies provided under this Agreement to DISH Network in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH Network may have by reason of such default or breach at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Other. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change or override this Agreement. DISH Network may, however, change this Agreement at any time and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and DISH Network, including without limitation, any applicable Promotion Agreement, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior DISH Network Residential Customer Agreements in their entirety, and such prior DISH Network Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and any applicable Promotion Agreement, DISH Network shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.