



## Existing Customer Agreement – Change Receiver Plan

**THIS AGREEMENT APPLIES TO AND MAY ONLY BE USED BY CUSTOMERS WHO INITIALLY ACTIVATED THEIR BUNDLED SBC | DISH/AT&T | DISH SERVICE ON OR PRIOR TO OCTOBER 8, 2005.**

This agreement (“**Agreement**”), together with any terms and conditions to which you agreed over the phone when you ordered any applicable, enclosed receivers (the “**Phone Terms**”), sets forth the terms and conditions of the Change Receiver plan. The Residential Customer Agreement (“**RCA**”) is incorporated by reference herein and contains additional terms and conditions. The RCA was provided at the time of your initial installation and is available online at dish.com/legal. You and DISH agree that any and all disputes arising out of, relating to or concerning this Agreement (including, without limitation, the RCA), your DISH service and/or any other aspect of your relationship with DISH will be resolved through mandatory and binding arbitration pursuant to the terms and conditions set forth in the RCA.

**Term Commitment and Early Termination Fees:** This Agreement does not require a term commitment or an early termination fee. **You are still bound by this Agreement (including, without limitation, the RCA) if you change your residence, but remain in an AT&T territory (AT&T franchised areas include: CA, NV, CT, TX, MO, AR, OK, KS, IL, IN, OH, MI and WI).**

**Unreturned Equipment Charges:** The following “**Leased Equipment**” provided to you under this Agreement (including, without limitation, the RCA) and/or the Phone Terms is leased and remains the property of AT&T Corp. (“**AT&T Home Entertainment**”), at all times: satellite receiver(s), wireless access point(s), smart card(s) and remote control(s). You agree that you will return all Leased Equipment in accordance with the “**Equipment Return**” section below within 30 days following disconnection of your service or Leased Equipment, and if you do not, AT&T Home Entertainment will charge the following “**Unreturned Equipment Charges**,” as applicable, to your AT&T Home Entertainment account or your Credit Card (as defined below), at its option: LNBF, **\$49**; Joey, Wireless Joey, and Hopper, **\$50**; Super Joey, 4K Joey and Wally, **\$100**; Hopper Duo, **\$150**; Hopper with Sling, **\$300**; and Hopper 3, **\$350**. If you fail to return in full the satellite receivers, smart cards and remote controls, you agree to pay, and AT&T Home Entertainment will automatically charge, the applicable Unreturned Equipment Charge(s) to your AT&T Home Entertainment account or your Credit Card, at its option.

**Changes in Prices, Programming, Services and Features:** You acknowledge and agree that:

- **Agreements with programming suppliers may expire during the term of your Agreement with DISH. If that occurs, some programming in your DISH services may not be available for some or all of the remaining term of your agreement with DISH, and you will not be entitled to any refund, credit, or other compensation, as more fully set forth in the RCA.**
- **DISH has the right, without notice at any time and from time to time (including, without limitation, during any term commitment to which you have agreed), to add, delete, rearrange, alter, change and/or eliminate: (A) any and all prices, fees and/or charges; and/or (B) packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities; provided that, in doing so, DISH exercises its discretion consistent with the parties’ reasonable expectations at the inception of this Agreement in accordance with the covenant of good faith and fair dealing implied in this Agreement under Colorado law.**
- **DISH has the right, without notice at any time (including, without limitation, during any term commitment to which you have agreed), to change your payment terms if you fail to make payments by your payment due date.**

\_\_\_\_\_ (customer initials)

**\*\*\*Do not sign this Agreement until you have read the entire Agreement (including, without limitation, the RCA).\*\*\***

*By signing below and/or installing and activating any applicable, enclosed receivers, you acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement (including, without limitation, the RCA) and the Phone Terms, and that all such terms and conditions were disclosed to you prior to activation. You hereby represent that you: (a) are at least eighteen (18) years old and (b) are a Customer listed below or a person authorized by the Customer(s) to sign this Agreement.*

**Customer Name(s):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Subscriber Eligibility:** This offer is limited to existing residential AT&T | DISH customers who initially activated their bundled SBC | DISH/AT&T | DISH service on or prior to October 8, 2005. Participation is limited to one Change Receiver plan transaction in any consecutive 12-month period (your initial upgrade to an MPEG-4-compatible ViP-series HD receiver, if applicable, shall not count toward this limit). AT&T Home Entertainment will determine eligibility and may deny eligibility for any reason.

**Prior Agreements:** This Agreement (together with the Phone Terms) applies to the Change Receiver plan only and does not replace or change any prior written agreement between you and AT&T Home Entertainment. All such prior agreements remain in full force and effect, including without limitation, any term commitment and early termination or cancellation fees.

**Required Minimum Programming Packages:** You must subscribe at all times to one of the “Required Minimum Programming Packages” listed in the table below or a higher-priced programming package. You represent that you have been informed as to whether you are eligible to receive local network channels by satellite.

Required Minimum Programming Packages			
Programming Package	Price Including Local Network Channels Where Available	Programming Package	Price Excluding Local Network Channels Where Available
DishLATINO Básico	\$46.99/mo.	America’s Top 120	\$77.99/mo.
Welcome Pack	\$39.99/mo.		

**Installation:** Unless DISH sent your equipment to you for self-installation, this promotion includes standard professional installation of up to 6 receivers. Additional equipment may be required and additional prices, fees and charges may apply in certain installations. Maximum of 6 leased receivers (supporting up to 6 HD TVs and up to 12 total TVs) per account. Hopper, Hopper with Sling and Hopper 3 installation includes up to 6 leased receivers for up to 6 TVs (supporting up to 6 HD TVs) per account.

**Receivers:** “Solo” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models currently include: **HD Solo Non-DVR; HD Solo DVR; and Wally**. “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receiver models currently include: **HD Duo Non-DVR; and HD Duo DVR**. **Hopper, Hopper Duo, Hopper with Sling, Hopper 3, Joey, Super Joey, Wireless Joey and 4K Joey** each connect to 1 TV.

**Prices, Fees, Charges and Payments:** You agree to pay monthly by the payment due date for the programming you select and for all other applicable prices, fees and charges. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay a receiver upgrade fee of up to \$400 per receiver. A technician visit fee of up to \$95 will apply for each in-home service call. Other prices, fees and charges may apply as set forth in the Phone Terms and this Agreement (including, without limitation, the RCA). All payments are non-refundable. The following monthly fees apply:

Monthly Fees	Fee Amount
<b>Additional Receiver Fee</b>	
Each Joey, Wireless Joey, 4K Joey and Wally	\$7.00/mo.
Each Super Joey	\$10.00/mo.
Each Hopper, Hopper with Sling and Hopper 3	\$15.00/mo.
In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account.	
<b>DVR Service and Hopper Receiver Fees</b>	
Hopper Duo	\$10.00/mo.
Hopper, Hopper with Sling and Hopper 3	\$15.00/mo.

**Prior Equipment:** If you return a receiver previously leased by you in exchange for a receiver provided under this plan, you must return such previously leased receiver (including without limitation, applicable smart card(s) and remote control(s)) to AT&T Home Entertainment.

**Equipment Return:** You may use the Leased Equipment provided under this plan only while you remain an active AT&T | DISH customer in good standing and in compliance with this Agreement (including, without limitation, the RCA) and the Phone Terms. You must return all such Leased Equipment in good operating condition, normal wear and tear excepted, within 30 days following disconnection of your service or Leased Equipment. (You are not required to return the dish antenna(s) or LNBF(s), which shall become your property upon complete service cancellation, suspension or disconnection). You must call AT&T Home Entertainment at 866-722-7500 immediately following disconnection of your service or Leased Equipment to receive a return authorization number and delivery instructions for return of your Leased Equipment. You are not responsible under the terms and conditions of this

Agreement (including, without limitation, the RCA) for the return of equipment other than the Leased Equipment. You are responsible for and shall bear all costs and expenses of returning such equipment. You have the option of contacting DISH by calling 800-333-DISH (3474) to request that DISH perform an in-home service call to remove the Leased Equipment at DISH's then-current in-home service call rate, which rate is subject to change at any time.

**Contact Information:** If you have any billing, service or other questions, you may contact AT&T Home Entertainment at 866-722-7500 or AT&T Home Entertainment, PO Box 4699 Houston, TX 77097-0075. You may also request an itemization of the prices, fees and charges applicable to the goods and services you have selected under this Agreement (including, without limitation, the RCA) by calling 800-333-DISH (3474).

**PLEASE READ THIS IMPORTANT INFORMATION**

**CREDIT CARD AUTHORIZATION**

====> Signature: \_\_\_\_\_

*By signing above and/or installing and activating any applicable, enclosed receivers, you authorize AT&T Home Entertainment to charge, and/or place a hold with respect to all unreturned equipment charges, or any portions thereof, that you owe under this Agreement (including, without limitation, the RCA) (collectively, the "Authorized Amounts") to the credit card that you initially provided to AT&T Home Entertainment ("Credit Card") until such Authorized Amounts are paid in full, whether such charges appear on your AT&T local telephone bill or any other bill. You hereby represent that you: (a) are at least eighteen (18) years old and (b) are the holder of the Credit Card or are a person authorized by the holder of the Credit Card to sign this Authorization. You further authorize AT&T Home Entertainment and any and all AT&T companies that bill products or services on your AT&T local telephone company bill, or that act as billing agents for any entity that bills products or services on your AT&T local telephone company bill, to charge and/or place a hold on your Credit Card, on the bill payment due date, for any and all charges that appear on your AT&T local telephone company bill at the time unreturned equipment charges also appear on such bill. You further authorize AT&T Home Entertainment and any and all AT&T companies that bill products or services on your AT&T local telephone company bill, or that act as billing agents for any entity that bills products or services on your AT&T local telephone company bill, to charge and/or place a hold on your Credit Card on the final bill payment due date, for any and all charges that appear on your final AT&T local telephone company bill, in the event that your AT&T local telephone service is disconnected for any reason and unreturned equipment charges also appear on such final bill. You understand and agree that all monies received through any of these Credit Card charges or holds will be applied to your AT&T local telephone company bill pursuant to applicable state statutes, regulations, and/or local telephone company billing policies, which generally require that payments be applied first to the balance due for regulated local telephone company services. You agree that the issuer of the Credit Card may accept this Agreement as your authorization to pay all such amounts without AT&T Home Entertainment and/or any other AT&T company that bills products or services, or acts as billing agent for other entities that bill products or services on your AT&T local telephone bill submitting a signed receipt. You agree to provide AT&T Home Entertainment with updated Credit Card information any time the information you previously provided is no longer valid, and you agree to provide updated Credit Card information to AT&T Home Entertainment upon its request at any time. You agree that no AT&T company will have any liability for any non-sufficient funds or other charges incurred by you as a result of such authorized attempts to charge, and/or place holds on, the Credit Card for valid Authorized Amounts. If you provide a debit or check card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit or check card unless and until you provide a credit card number.*

**CUSTOMER CONTACT INFORMATION**

====> Signature: \_\_\_\_\_

*By signing above, you authorize DISH, and/or any debt collection agency and/or debt collection attorney hired by DISH or AT&T Home Entertainment, to contact you regarding your DISH Network account and any other accounts we service, or to recover any unpaid portion of your obligation to DISH, through an automated or predictive dialing system or prerecorded messaging system, at the phone number (including any cellular phone number), or other contact information you have provided or subsequently provide to DISH. You understand that you do not need to provide a cellular phone number to receive DISH services.*