

# Commercial Customer Agreement

Thank you for choosing DISH Network®.

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:** 1-800-454-0843

**E-mail:** [commercialfeedback@dish.com](mailto:commercialfeedback@dish.com)

**Mail:** DISH Network L.L.C.  
Attn: Commercial Customer Service Center  
5701 South Santa Fe Drive  
Littleton, CO 80120

**Website:** <http://commercial.dish.com>

For purposes of this Commercial 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,” “DISH,” “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” 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 WILL PROVIDE ITS SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE OR REPLACE IT. IF YOU ARE A NEW DISH CUSTOMER, YOUR ACTIVATION OF A DISH ACCOUNT AND RECEIPT OF DISH SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING DISH CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THIS AGREEMENT, AND YOUR CONTINUED RECEIPT OF DISH 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 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 (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: (i) if you are a public or private customer (as those terms are defined by DISH), you must subscribe to Starter package, International Basic Package, or Chinese Basic Package, and at least one add-on package or (ii) if you are an institutional residential customer (as that term is defined by DISH), DishLATINO Básico, Smart Pack, DISH America or a higher version of such programming packages; a qualifying International package plus one of the following: International Basic Package, Chinese Basic Package, or a previously listed package. If you subscribe to Racetrack TV, but do not subscribe to applicable minimum programming a Service Access Fee (as detailed in Exhibit 1) may apply. 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 Programming Change Fee (as detailed in Exhibit 1) may apply to such programming changes.

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 receiver is connected to a land-based telephone line and/or a broadband network. You may also order DISH pay-per-view Services by calling 877-DISH-PPV (3474-778) and using our automated system or speaking with a live operator at one of our customer service centers (an Agent Assist Fee will apply as detailed in Exhibit 1).

G. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access websites and information on the Internet. Neither DISH 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. Commercial Viewing Only. DISH provides Services to you solely for viewing, use and enjoyment in the commercial location specified in your account. You agree that no Services provided to you under this Agreement will be viewed in any other location, including without limitation, other commercial locations, other areas open to the public and residential locations. Further, no Services intended for non-commercial locations, including, without limitation, any Services intended solely for residential locations, (collectively, "Non-Commercial Services") may be viewed in the commercial location specified in your account or at any other commercial location owned, operated or controlled by you. If: (i) your Services are viewed in any location other than the commercial location specified in your account; or (ii) Non-Commercial Services are viewed in the commercial location specified in your account or at any other commercial location owned, operated or controlled by you (clauses (i) and (ii) individually and/or collectively, the "Unauthorized Services"), we may disconnect all of your Services and, in addition to all other applicable fees, you must pay us either, as determined in DISH's sole discretion (even where no comparable commercial Services exists and regardless of whether we have the right to distribute such Services in such a location): (a) the difference between the price actually paid for Services and the full applicable rate for such Unauthorized Services, or (b) individually and/or collectively, the "Unauthorized Service Fee"). You agree the DISH may impose a minimum Unauthorized Service Fee of at least \$5,000.

I. Services Viewing Limitations. Services may not be rebroadcast, transmitted, recorded or performed, nor may admission be charged for listening to or viewing any Services; you agree to notify us immediately if you become aware of any third party engaging in any such activity and cooperate with us in stopping and preventing such actions. You must exhibit all Services only in the original form as provided by us, without any modifications, additions (including without limitation, the addition of a crawl line) or deletions to any portion of the Services.

J. 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.

K. Promotional Offers and Items. If a third party, such as an independent DISH 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 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, 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 will be billed based on your pre-pay period, 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 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 does not extend credit to our customers, and the Late Payment Fee (as detailed in Exhibit 1) 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 expressly set forth in Exhibit 1 attached hereto and incorporated herein by reference.

C. Alterations to Payment Terms. 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 may 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. 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 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, 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.

E. 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 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 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.

F. 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.

G. Early Termination Fees. Depending on your specific Promotion Agreement, you may incur fees for disconnecting your service before the expiration of a commitment period or downgrading your programming below any applicable minimum programming requirement during a commitment period (each an “Early Termination Fee”). Please reference your Promotion Agreement for details regarding any Early Termination Fee that may apply.

### 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 may have to disconnect your Services, DISH 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, any applicable Promotion Agreement or any other agreement between you and DISH; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such Equipment as part of a move into an area within which you can permissibly continue to receive such Services and DISH has approved such relocation of your 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 compatible satellite receiver(s) and applicable Smart Card(s), remote control(s), satellite antenna(s), and sometimes 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 commercial location and continuously connected to the same land-based telephone line and/or broadband network. If you wish to receive Services at two different commercial locations, you must open a separate account for each location, unless otherwise specifically authorized by Dish. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH receivers that are not all located in the same commercial location and connected to the same land-based telephone line and/or broadband 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 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 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 receiver to which it was assigned by DISH. 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 will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee will apply.

D. DVR. DISH Network's digital video recorder ("DVR") products allow you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the program beings 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 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 receiver on your account to the same land-based telephone line and/or a broadband network. Failure to connect each receiver to the same land-based telephone line and/or a broadband 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 network (as detailed in Exhibit 1).

F. Receiver Alterations. DISH may, through periodic downloads, alter the software, features and/or functionality in your DISH receivers; provide data and content to DVR products; store and remove data and content on the hard drives of DVR products; and send electronic counter-measures to your DISH receivers. DISH 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 may from time to time cease supporting one or more DISH receiver models.

G. Proprietary Components and Software. DISH receivers and Smart Cards contain components and software that are proprietary to DISH 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 receiver(s), as updated by DISH, its licensors and/or its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH 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 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 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, 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 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, 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 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 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 insurance policy.

B. Return of Leased Equipment. It is your responsibility to return all leased Equipment within thirty (30) days following cancellation or disconnection of your Services. You must call 800-454-0843 to receive a return authorization number and instructions regarding acceptable methods for returning the Equipment. Options to return your Equipment include, but are not limited to, the use of a shipping label or empty box provided by DISH by paying a Box Return Fee (as detailed in Exhibit 1) (which price is subject to change at any time) or schedule a DISH service call to remove the Equipment by paying a Service Call Fee (as detailed in Exhibit 1) charge (which price is subject to change at any time). Equipment will not be deemed returned until received by DIH. If you do not return such Equipment undamaged and in working order, normal wear and tear accepted, and in accordance with the procedures set forth herein, then you are responsible and must pay us certain charges as described in the 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 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 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. Provided however, if you lease Equipment or your account has an outstanding balance, then the withholding of consent to assign or transfer your Services shall not be deemed unreasonable.

## **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'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, 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 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. PERFORMANCE LICENSES. ALL LICENSES REQUIRED AND/OR FEES INCURRED DUE TO YOUR USE, DISPLAY, EXHIBITION OR PERFORMANCE OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US ARE YOUR RESPONSIBILITY, EXCEPT THAT WE WILL BE RESPONSIBLE FOR MUSIC PERFORMANCE FEES REQUIRED FOR YOUR EXHIBITION OF OUR AUDIO-ONLY CHANNELS AT THE COMMERCIAL LOCATION SPECIFIED ON YOUR ACCOUNT. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SENTENCE WITH REGARD TO AUDIO-ONLY CHANNELS, WE WILL NOT BE LIABLE TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR USE, DISPLAY, EXHIBITION OR PERFORMANCE OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US, INCLUDING WITHOUT LIMITATION, LIABILITY FOR THE PAYMENT OF ANY MUSIC LICENSE FEES REQUIRED DUE TO THE EXHIBITION OF OUR VIDEO PROGRAMMING CHANNELS

F. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, YOUR EMPLOYEES/CONTRACTORS, YOUR CUSTOMERS OR OTHERS, AS YOU DEEM APPROPRIATE. NONE OF DISH, 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.

G. 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 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. LEGAL COMPLIANCE; PIRACY AND INFRINGEMENT; TRADEMARKS; PUBLIC RIGHTS OF WAY**

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 \$500,000.00 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 or its suppliers or licensors and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by DISH or its suppliers or licensors. Reverse engineering or disassembly is prohibited.

C. DISH Indicators. You may not use any of our trademarks, service marks, symbols, logos or other indicators of DISH without our prior express written consent.

D. Public Rights of Way. You may not, at any time and under any circumstance, cross any public right of way, including without limitation, roads and utility easements, with the Services or the Equipment.



## 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 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 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 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 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. Unless expressly stated otherwise in a separate written agreement between you and DISH, 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 in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH 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 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, including without limitation, any applicable installation agreement and 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 Commercial Customer Agreements in their entirety, and such prior DISH Commercial 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 shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.

**EXHIBIT 1 – 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”) when applicable. DISH may change these Fees, increase or decrease these Fees, or impose additional Fees at any time upon notice to you. Discounts on certain 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. You may call 800-454-0843 to request an itemization of any cost that you will incur in order to purchase and/or lease or receive DISH Equipment and/or DISH Services.

Type of Fee	Amount	Description of When Fee Applies
<b>Monthly Fees</b>		
Receiver Fee	\$7.00	First Hopper, Hopper with Sling, or Hopper 3
Additional Receiver Fee (*In determining the Additional Receiver Fee amount (charged in the event that you have more than one (1) receiver on your account), the receiver with the highest associated fee shall be deemed activated prior to all other receivers on your account.)	\$7.00	Per additional Solo Non-DVR receiver and Joey
	\$10.00	Per additional Super Joey
	\$10.00	Per additional Solo DVR receiver
	\$15.00	Per additional Hopper, Hopper with Sling, or Hopper 3
	\$14.00	Per additional Duo Non-DVR receiver
	\$17.00	Per additional Duo DVR and HD Duo DVR Sling Loaded receiver
Non-DVR First Receiver Fee	\$7.00	Primary Receiver Fee for Non-DVR receiver
DISH 500 Upgrade Fee	\$5.00	You receive Services in Alaska (AK) or Hawaii (HI).
DISH Pause	\$5.00	You participate in DISH Pause
DVR Service Fee	\$15.00	Solo DVR and Duo DVR receiver
	\$10.00	HD Duo DVR Sling Loaded receiver
Dish Protect Silver	\$11.99	You subscribe to a single qualifying Service and participate in Dish Protect Silver
Service Access Fee	\$10.00	You Subscribe to Racetrack TV but do not subscribe to applicable required minimum programming.
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 network.
<b>Transactional Fees</b>		
Box Return Fee	Up to \$15.00	DISH Network delivers return boxes and labels to return leased equipment.
External Hard Drive Activation Fee	\$40.00	One-time fee charged in the event that you have a ViP receiver and you choose to connect an external hard drive to that receiver.
Late Payment Fee	\$10.00	You do not pay your bill in full on or before its due date.
No Qualifying Card fee	\$100.00	For customers who do not wish to use their credit card for qualification at signup
Out of Warranty Receiver Replacement Fee	\$75.00	You need to replace or repair an out of warranty receiver.
Overnight Delivery Fee	\$20.00	DISH Network delivers hardware to you via overnight delivery (A \$20.00 Extended Delivery Fee also applies to AK, HI, PR, and VI).
Programming Change Fee	\$5.00	\$5.00 You change your programming selection within thirty (30) days following the same service being added (excluding adult programming).
	\$20.00	Changes to your programming selection include adult programming.
Dish Protect Silver Change Fee	\$30.00	You cancel Dish Protect Silver within one hundred eighty (180) days following the commencement of your participation in Dish Protect Silver.
Returned Payment Fee	Up to \$50.00	You make an EFT or check payment to DISH and it is subsequently returned.
Service Call Fee	\$95.00	We send a certified technician to you.
Shipping and Handling Fee	\$15.00	DISH Network delivers hardware to you via regular delivery (A \$20.00 Extended Delivery Fee also applies to AK, HI, PR, and VI).
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, stolen, tampered with or modified.