



## EXISTING CUSTOMER DISH'S PRICE LOCK

**Term Commitment:** You acknowledge and agree that you are entering into a new twenty-four (24) month term commitment for one of the Price Guarantee Programming Packages (the "Term Commitment"). This Term Commitment begins on the date you accept this offer and will end after twenty-four (24) months of active DISH Service.

**Early Termination Fee:** If your DISH Service is disconnected prior to the end of your new Term Commitment for ANY REASON (for example, and without limitation, if you cancel your DISH service because you move to a location where you cannot receive your DISH service) and any programming or other fees and charges related to your new Term Commitment have not been paid in full, then you agree to pay, and DISH may automatically charge, an early termination fee to your DISH account or your Qualifying Card (as defined in your Promotion Agreement), at DISH's option. The early termination fee will be prorated by multiplying \$10 by the number of months remaining in your new Term Commitment. Notwithstanding your term commitment, DISH will not charge you an early termination fee if you disconnect your DISH service within 24 hours after you accept the terms and conditions of this Agreement. **The maximum early termination fee is \$240.**

**Price Lock:** Notwithstanding any pricing terms and conditions of your Promotion Agreement and/or Commercial Customer Agreement to the contrary and subject to the terms and conditions set forth in this Price Lock, by agreeing to participate in DISH's Price Lock, DISH will not change, at any time during your Price Guarantee Period (as defined below), the price you pay for the Price Guarantee Programming Package selected below.

| Qualifying Price Guarantee Programming Packages |         |
|---|---------|
| Programming Package                             | Price*  |
| Smart Pack                                      | \$36.00 |
| Dish America Pack                               | \$61.00 |

\* The Price Guarantee Programming Package monthly prices set forth above do not include local broadcast programming (currently priced at \$14 per month).

Your "Price Guarantee Period" begins on the date you accept this offer and expires sixty (60) months later. DISH will not extend your Price Guarantee Period for any reason. Upon the expiration of your Price Guarantee Period, you will pay the then-current price for your programming package.

If you participate in DISH Pause, or any other program that allows you to temporarily suspend your DISH Service, your Price Guarantee Period will automatically terminate and you will no longer be eligible for the Price Guarantee Programming Package listed above. Upon reactivating your DISH Service after participation in DISH Pause or other similar program, you will pay the then-current price for your programming packages. Participation in DISH Pause temporarily pauses, but does not terminate, your Term Commitment. Your Term Commitment will expire only after twenty-four (24) months of active Service. DISH's Price Lock applies only to the Price Guarantee Programming Package selected upon your acceptance of this offer. In the event that you change your Price Guarantee Programming Package following your acceptance of this offer, you will pay the then-current price of your new programming package.

**Miscellaneous:** Any terms used, but not defined, in this notice have the meanings ascribed to them in your Promotion Agreement and Commercial Customer Agreement. Except as expressly set forth above in this notice, all terms and conditions of your Promotion Agreement and Commercial Customer Agreement remain in full force and effect. This offer is valid for seven (7) days from when sent by DISH to you unless rescinded by DISH prior to your acceptance.

By signing below, I acknowledge that I have read, understand, and accept the terms and conditions of DISH's 5-Year Price Guarantee Promotion.

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

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