



EXISTING CUSTOMER DISH'S FLEX LOCK OFFER +

Term Commitment: You acknowledge and agree that you are entering into a new twenty-four (24) month term commitment for the Price Guarantee Programming Package (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.**

Flex Lock Offer + Price Guarantee: 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 Flex Lock Offer +, by agreeing to participate in DISH's Flex Lock Offer +, 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 below.

Qualifying Price Guarantee Programming Package	
Programming Package	Price*
Flex Pack	\$74.99

* The Price Guarantee Programming Package monthly price set forth above does not include local broadcast programming (currently priced at \$17 per month).

Flex Lock Offer + Channel Pack Credits: In addition to the above price guarantee, 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 Flex Lock Offer +, by agreeing to participate in DISH's Flex Lock Offer +, you will also be entitled to receive monthly credits ("Commitment Credits") to your account covering the price of up to four (4) Qualifying Channel Pack Options (as defined below) during your Channel Pack Credit Period (as defined below). The currently available Qualifying Channel Pack Options are as follows:

Qualifying Channel Pack Options**		
Drama and Classics Pack	Gallery	Heartland Pack
Variety Pack	Kid's Pack	News Pack
Latino Bonus Pack	National Action Pack	Outdoor Pack

****Agreements with programming suppliers may expire during the term of your Term Commitment 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 Term Commitment with DISH, and you will not be entitled to any refund, credit, or other compensation, as more fully set forth in the Commercial Customer Agreement.**

****DISH has the right, without notice at any time and from time to time unless otherwise prohibited by law, (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.**

Flex Lock Offer + Additional Terms:

Your “Price Guarantee Period” begins on the date you accept this offer and expires twenty-four (24) months later. Upon the expiration of your Price Guarantee Period, you will pay the then-current price for your programming package. Your “Channel Pack Credit Period” will be effective no later than forty-eight (48) hours after the date you accept this offer and expires twenty-four (24) months later. Upon the expiration of your Channel Pack Credit Period, you will no longer receive any Commitment Credits for your then-current selected Qualifying Channel Pack Options. DISH will not extend your Price Guarantee Period or your Channel Pack Credit Period for any reason. During your Channel Pack Credit Period, you may modify your selected Qualifying Channel Pack Options from time to time and at any time (subject to availability); however, you will only receive monthly Commitment Credits for up to four (4) Qualifying Channel Pack Options.

If you participate in DISH Pause, or any other program that allows you to temporarily suspend your DISH Service, your Price Guarantee Period and Channel Pack Credit Period will automatically terminate and you will no longer be eligible for the Price Guarantee Programming Package or Commitment Credits. 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 and you will not receive any Commitment Credits. 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 Flex Lock Offer + applies only to the Price Guarantee Programming Package. In the event that you change your underlying programming package following your acceptance of this offer, you will pay the then-current price of your new programming package and you will no longer receive Commitment Credits.

Miscellaneous: Any terms used, but not defined, in this offer have the meanings ascribed to them in your Promotion Agreement and Commercial Customer Agreement. Except as expressly set forth above in this offer, 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 this offer.

Customer Name(s): _____ **Customer Signature:** _____

Account #: _____ **Date:** _____