

EXISTING CUSTOMER DISH'S 3-YEAR TV PRICE GUARANTEE PROMOTION

<u>Term Commitment</u>: 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 \$20 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 \$480.

3-Year TV Price Guarantee: Notwithstanding any pricing terms and conditions of your Promotion Agreement and/or Residential Customer Agreement to the contrary and subject to the terms and conditions set forth in this 3-Year TV Price Guarantee Promotion, by agreeing to participate in DISH's 3-Year TV Price Guarantee Promotion, DISH will not change, at any time during your Price Guarantee Period (as defined below), the price you pay for: (a) the Price Guarantee Programming Package selected below, or (b) the Discounted Eligible Equipment listed below.

Qualifying Price Guarantee Programming Packages				
Programming Package	Price*		Programming Package	Price*
Flex Pack	\$47.99		Latino Clasico	\$49.99
America's Top 120	\$77.99		Latino Plus	\$56.99
America's Top 120+	\$82.99		Latino Dos	\$74.99
America's Top 200	\$92.99		Latino Max	\$87.99
America's Top 250	\$102.99			

* The Price Guarantee Programming Package monthly prices set forth above reflect a \$5 monthly discount that requires your participation in eAutoPay (or any successor program) at all times during your Price Guarantee Period and does not include local broadcast programming (currently priced at \$14 per month). Non-participation in eAutoPay will result in a \$5 monthly increase to the prices of the Price Guarantee Programming Packages listed above.

Discounted Eligible Equipment Options				
Receiver	Fee**			
Hopper, Hopper with Sling and Hopper 3	\$10.00/mo.			
Hopper Duo	\$5.00/mo.			

** The Discounted Eligible Equipment fees set forth above reflect a \$5 monthly discount per receiver and require you to maintain at least one active Hopper on your DISH account at all times during your Price Guarantee Period.

Your "<u>Price Guarantee Period</u>" begins on the date you accept this offer and expires thirty-six (36) 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 and Equipment.

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 programming or Equipment prices 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 and Equipment. 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 3-Year TV Price Guarantee Promotion applies only to the Price Guarantee Programming Package and the Discounted Eligible Equipment selected upon your acceptance of this offer. In the event that you change either your Price Guarantee

Programming Package or Discounted Eligible Equipment following your acceptance of this offer, you will pay the then-current price of your new programming package or Equipment.

<u>Miscellaneous</u>: Any terms used, but not defined, in this notice have the meanings ascribed to them in your Promotion Agreement and Residential Customer Agreement. Except as expressly set forth above in this notice, all terms and conditions of your Promotion Agreement and Residential 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 3-Year Price Guarantee Promotion.

Customer Name(s):	Customer Signature:
Account #:	Date: