



Residential Customer Agreement

To view this Residential Customer Agreement (this “Agreement”) in Spanish, please visit dish.com/legal or call us at 800-333-DISH (800-333-3474) and we will send you a copy. *Para ver este acuerdo en español por favor visite dish.com/legal o llame al 888-599-DISH (888-599-3474) y le enviaremos una copia.*

1. DISH CUSTOMER SERVICE CONTACT INFORMATION

DISH is delighted to answer any questions that you may have (including questions regarding billing, installation, equipment and service) and to provide you with technical and other customer support. You may contact us twenty-four (24) hours a day, any day of the year:

Telephone Number:	800-333-DISH (800-333-3474)
Customer Service E-mail Address:	executivecustomerservice@dish.com
General Customer Service Mailing Address:	DISH NETWORK L.L.C. CUSTOMER SERVICE CENTER P.O. BOX 9033 LITTLETON, CO 80160-9033
Legal Dispute Resolution Notice Address:	DISH NETWORK L.L.C. ATTN: DISPUTE RESOLUTION P.O. BOX 9033 LITTLETON, CO 80160-9033
Website:	dish.com

Do not contact us at the address to which you mail your payments, as that address is for a payment processing center operated by a third party. You must send all Dispute Resolution Notices (as defined in Section 12(C)) and any notice of election to opt-out of Section 12, to the Legal Dispute Resolution Notice Address set forth above.

2. SCOPE OF THIS AGREEMENT

For purposes of any agreement(s) applicable to the promotion(s) and plans(s) under which you are receiving Services (as defined below) and/or Equipment (as defined below) from DISH (each, a “Promotion Agreement”) and this Agreement: (i) “you” and “your” refer to you, the DISH subscriber; and (ii) “DISH,” “we,” “us” and “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 representatives.

THIS AGREEMENT, TOGETHER WITH YOUR APPLICABLE PROMOTION AGREEMENT(S), SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH WILL PROVIDE SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE IT. YOU ACKNOWLEDGE AND AGREE THAT WE MAY CHANGE ALL OR ANY PORTION OF THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME UPON NOTICE TO YOU (INCLUDING, WITHOUT LIMITATION, BY PUBLISHING A CHANGED AGREEMENT TO DISH.COM/LEGAL OR OTHER WEBSITE) AND, FOR THE AVOIDANCE OF DOUBT, SUCH CHANGED AGREEMENT WILL BE EFFECTIVE IMMEDIATELY UPON NOTICE TO YOU.

3. YOUR ACCEPTANCE OF THIS AGREEMENT

IN THE EVENT THAT YOU ARE A NEW DISH CUSTOMER, THEN YOUR ACTIVATION OF A DISH ACCOUNT OR RECEIPT OF SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT.

IN THE EVENT THAT YOU ARE AN EXISTING DISH CUSTOMER, THEN YOUR CONTINUED RECEIPT OF SERVICES OR EQUIPMENT FOLLOWING NOTICE TO YOU OF A CHANGE TO THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED AGREEMENT. EXCEPT AS OTHERWISE SET FORTH IN SECTION 4(H) AND SECTION 12, IN THE EVENT THAT YOU ARE AN EXISTING DISH CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED AGREEMENT, THEN YOU MUST IMMEDIATELY SEND A NOTICE TO US AT THE LEGAL DISPUTE

RESOLUTION ADDRESS AND WE WILL, AT OUR OPTION, EITHER DISCONNECT YOUR SERVICES OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

SUBJECT TO CERTAIN EXCEPTIONS SET FORTH IN THIS AGREEMENT, THIS AGREEMENT REQUIRES THE USE OF MANDATORY AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES (AS THAT TERM IS DEFINED IN SECTION 12(B)), RATHER THAN, AMONG OTHER THINGS, JURY TRIALS OR CLASS ACTIONS (SEE SECTION 12).

4. SERVICES

A. Services Defined. “Services” means any and all video, audio, data, internet, interactive and other programming services and all other services that are available now or in the future from DISH (whether subscription, pay-per-view or otherwise).

B. Minimum Programming Levels. In the event that your applicable Promotion Agreement(s) requires specific minimum programming, then you must subscribe to such programming. Otherwise, you must subscribe to one (1) or more of the following programming packages: (i) *Welcome Pack*, *DishLATINO Básico*, *DISH America* or another programming package approved by DISH; or (ii) an international package approved by DISH plus one of the following: *International Basic Package* or *Chinese Basic Package*. We may change such minimum programming requirements without notice at any time and from time to time. In the event that you subscribe to *Racetrack TV* but do not subscribe to applicable minimum programming, then a Service Access Fee (as set forth in Exhibit 1 attached hereto and incorporated herein by reference) will apply.

C. Programming Restrictions. Certain Services (including, without limitation, some subscription Services, sporting events and broadcast network Services) may be blacked out in your viewing area without notice at any time and from time to time. In the event that you circumvent or attempt to circumvent any blackout, then you may be subject to legal action. In the event that you are receiving Services at a wagering location, then you are not eligible to receive certain channels (including, without limitation, *Racetrack TV*). You may only order or receive adult-oriented programming services in certain geographic areas and if you are at least eighteen (18) years of age, or the applicable age of majority where you reside.

D. Changing Your Programming Selection. In the event that you elect to change your programming selection, then you must notify us and comply with all of the terms and conditions specified in this Agreement and your applicable Promotion Agreement(s) (including, without limitation, those terms and conditions that may prevent you from making such changes under certain circumstances). A Programming Change Fee (as set forth in Exhibit 1) may apply to such programming changes.

E. Ordering Pay-Per-View. You may order DISH pay-per-view Services by calling 877-DISH-PPV (877-347-4778) and using our automated system, by visiting dish.com/orderppv or by speaking with a live customer service representative. Except as otherwise set forth below, provided that your receiver is properly connected to a land-based telephone line or a broadband home network, then you may also use your remote control and on-screen program guide to order pay-per-view Services through your television. In the event that you are receiving Services and/or Equipment pursuant to a Promotion Agreement that requires you to pay in full for all Services and/or Equipment prior to receiving such Services and/or Equipment (each, a “Pre-Pay Promotion”), then you may only order pay-per-view Services by calling 877-DISH-PPV (877-347-4778).

F. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access third-party applications, websites and information via the Internet. DISH does not have any control over such third-party applications, websites or information, and we do not make any representations, warranties or guarantees as to the availability or content of such third-party applications, websites or information, including, without limitation: (i) their accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity or quality; or (ii) whether accessing them may result in the display of unintended, inappropriate or objectionable content. We may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver without notice at any time and from time to time. We may also limit or restrict the applications, websites and/or information that you may access via the Internet using your receiver without notice at any time and from time to time.

G. Private, Non-Commercial Viewing Only. We provide Services to you solely for (i) private, non-commercial viewing, use and enjoyment by you, members of your household and your guests and (ii) any other form of viewing permitted by the “*fair use*” or other applicable provisions of the U.S. copyright laws or by DISH’s agreements with third parties. You agree that no Services provided to you may be used for public or commercial viewing. In the event that you use the Services for public or commercial viewing, then, without limitation to any of our rights at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise (all of which are hereby expressly reserved): (1) we may disconnect your Services without notice at any time; and (2) in addition to all other applicable prices, fees and charges, you agree to pay us the difference between the price actually paid for the Services and the full, non-discounted applicable price that DISH charges for public or commercial viewing of the Services.

H. Changes in Services, Features and Functionalities Offered. Unless otherwise prohibited by law, we have the right to, without notice at any time and from time to time (including, without limitation, during any term commitment to which you have agreed), add, delete, rearrange, alter, change and/or eliminate: (i) any and all prices, fees and/or charges; and/or (ii) packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities. In the event that we add, alter and/or change any prices, fees and/or charges, then you agree to pay such added, altered, and/or changed prices, fees and/or charges. In the event that we add, delete, rearrange, alter, change and/or eliminate any packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities, then you acknowledge and agree that we have no obligation to replace or supplement such packages, programming, programming suppliers, services offered by suppliers, software, applications, features or functionalities. You further acknowledge and agree that you are not entitled to any credits, refunds, price reductions or any other form of compensation because of any such addition, deletion, rearrangement, alteration, change and/or elimination. You further acknowledge and agree that such additions, deletions, rearrangements, alterations, changes and/or eliminations are not a discretionary act by DISH if they are due, in whole or in part, to the termination, suspension or expiration of DISH's legal right to provide such packages, programming, programming suppliers, services offered by suppliers, software, applications, features or functionalities.

I. Promotional Offers and Items. In the event that 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 and such promotional offer or item is not offered by such third party at the direction of DISH, then 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.

5. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES

A. Payments. You agree to pay all prices, fees and/or charges billed for Services, as well as all taxes that are now or in the future assessed in connection with any Services that you receive from us. You acknowledge and agree that such prices, fees and/or charges may include, without limitation, reimbursement charges for certain taxes and/or governmental fees imposed on DISH and/or one or more of its affiliates. Unless you prepay for all Services as a Pre-Pay Promotion customer, we will bill you monthly in advance for most Services and in arrears for other Services (including, without limitation, pay-per-view ordered by you or anyone who uses your Equipment). In the event that you are a Pre-Pay Promotion customer, then you will be billed on a monthly basis and you must make all payments on or before the due date on your bill in order to continue receiving Services; you must also pre-pay for all other Services (including, without limitation, pay-per-view ordered by you or anyone who uses your Equipment). For the avoidance of doubt, you are responsible for and agree to pay for all prices, fees and charges for pay-per-view Services ordered by anyone who uses your Equipment, even if you did not authorize such persons to order such pay-per-view Services using your Equipment.

B. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, refunds, purchases, prices, fees and charges to your account. You may submit your payment by mail, on our website, through our automatic payment program, by calling a DISH customer service representative or by any other means that we may designate from time to time. 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. In the event that you send checks or money orders marked with a designation such as "*payment in full*," then we may accept them without waiving any of our rights (including, without limitation, our right to collect any other amounts owed by you), notwithstanding your characterization of such payment. DISH does not extend credit to customers, and the Late Payment Fee (as set forth in Exhibit 1) is not interest, a credit service charge or a finance charge. Certain prices, fees and/or charges may apply in certain circumstances to your payment for Services and/or Equipment (including, without limitation, those set forth in Exhibit 1). You agree that we may contact you at any time regarding your bill.

C. eAutoPay. In the event that you accept a promotion that requires you to sign up for and maintain paperless billing and automatic payment (known, as of March 1, 2016, as *eAutoPay*, and any other name by which the same or similar promotions may be known in the future), and you fail to maintain paperless billing and automatic payment, then you may lose the promotional benefits related to such promotion.

D. Alterations to Payment Terms. In the event that your account is past due on more than one (1) occasion, then we may at any time require that you pay for all Services and Equipment before you receive them and you will be deemed to be receiving your Service under a Pre-Pay Promotion, at which point, all terms and conditions of such Pre-Pay Promotion will apply to you.

E. Restarting your Services. In the event that 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 or any other payments under this Agreement or your applicable Promotion Agreement(s) as and when due, then we may disconnect your Services without notice at any time, and in such event we will be wholly relieved from any and all of our duties and obligations under this Agreement and your applicable Promotion Agreement(s). In the event that your Services are disconnected for non-payment or any other reason, then before we reconnect your Services, DISH may require that you pay, and you agree to pay: (i) all past due prices, fees and charges; (ii) all outstanding

prices, fees and charges accrued through the date of such disconnection; and (iii) a deposit equal to a minimum of one month of prices, fees and charges for the Services and other services that you received prior to disconnection. In the event that your Services are disconnected for non-payment or any other reason, then, even if you pay to restart your Service, you will no longer be eligible to receive any credits, refunds, price reductions or any other form of compensation, including, without limitation, any remaining credits, refunds, price reductions or any other form of compensation that you would have been eligible to receive had your Services not been disconnected. Unless required by applicable law, deposits will not be segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

F. Billing Errors. You must pay all prices, fees and charges set forth in any bill by the due date of such bill, or among other things, you will be subject to a Late Payment Fee (as set forth in Exhibit 1). All payments for Services must be made directly to us, unless we authorize otherwise. DISH shall have no obligation to provide Services for which payment is made to a third party, unless we agree otherwise.

G. Billing Representative Payment Terms. In the event that we authorize a third-party billing representative (including, without limitation, a telephone company) to bill you for Services and/or Equipment, then different or additional payment and billing terms, conditions, options, prices, fees and charges may apply.

H. Early Termination Fees. Depending on your applicable Promotion Agreement(s), you may incur prices, fees and/or charges in the event that your Services are canceled or disconnected before the expiration of a term commitment or downgrading your programming below any applicable minimum programming requirement during a term commitment (each, an “Early Termination Fee”). Please reference your applicable Promotion Agreement(s) for details regarding any Early Termination Fee that may apply. 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.

6. CANCELLATION OF SERVICE

A. Continuation of Services. Your subscription to Services will automatically continue unless and until you cancel your Services or we disconnect your Services, in each case as provided in this Agreement or in your applicable Promotion Agreement(s).

B. Cancellation Policies. You may cancel your Services for any or no reason at any time (including, without limitation, during any term commitment to which you have agreed) by giving us notice of cancellation via the telephone number, onlinecancellation@dish.com or General Customer Service Mailing Address set forth in Section 1. In the event that you cancel your Services, then you may be subject to certain prices, fees and/or charges (including, without limitation, an Early Termination Fee) and you will continue to have obligations with respect to the return of Equipment and certain other obligations as set forth in this Agreement and your applicable Promotion Agreement(s). Any cancellation will be effective no sooner than the date that DISH actually receives notice that has been provided in accordance with this Agreement.

C. Disconnection of Services. DISH will disconnect your Services in the event that DISH determines that: (i) you failed to pay any bill in full when it was due; (ii) you received Services, or any part of the Services, without paying for them, whether through theft of Services, piracy or otherwise; (iii) you encumbered the Equipment leased by us to you pursuant to your applicable Promotion Agreement(s) (the “Leased Equipment”); (iv) you assigned or attempted to assign any of your rights, duties or obligations under this Agreement or your applicable Promotion Agreement(s); (v) you received Services through a third-party billing representative and have become ineligible to receive applicable services provided by such third-party billing representative; (vi) you filed for bankruptcy, or bankruptcy proceedings were commenced against you; (vii) you otherwise violated the terms and conditions of this Agreement or your applicable Promotion Agreement(s); (viii) you harassed, abused, threatened or intimidated DISH’s employees, agents, contractors or subcontractors; or (ix) you unnecessarily and/or excessively placed telephone calls to DISH. In addition, DISH may disconnect your Services at any time (including, without limitation, during any term commitment to which you have agreed) for any other or no reason, except to the extent prohibited by law.

D. No Credits, Refunds, Price Reductions or Other Forms of Compensation. In the event that your Services are canceled or disconnected for any or no reason, then you still must pay all unbilled and outstanding billed balances. Prices, fees and charges, once charged to your account, are non-refundable, and no credits, refunds, price reductions or any other form of compensation will be provided in connection with the cancellation or disconnection of Services. In the event that you received discounted prices, fees or charges in connection with a promotion, and you cancel your Services or we disconnect your Services prior to the expiration of such promotion, then you will not be entitled to any credits, refunds, price reductions or any other form of compensation for the unused portions of such discounted prices, fees or charges.

7. EQUIPMENT

A. Equipment. In order to receive Services, you must purchase or lease certain reception equipment consisting primarily of a DISH-compatible receiver(s) and applicable Smart Card(s), remote control(s), satellite antenna(s) and low noise block converter

feed(s) (LNBF) with integrated feed(s) (collectively, “Equipment”).

B. Additional Tuners and Receivers. We may choose to allow you to place additional receivers on your account. In the event that we allow you to do so, then each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment and Equipment. All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network (with the exception of receivers connected to portable antennas offered by DISH (e.g., *Tailgater*)). In the event that you wish to have receivers at two (2) or more different residential locations, then you must open a separate account for each location. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple receivers that are not all located in the same residential location and connected to the same land-based telephone line and/or broadband home network. In the event that we determine that you used a single account for the purpose of authorizing Services for multiple receivers that are not all located in the same residential location and connected to the same land-based telephone line and/or broadband home network, then we may disconnect your Services without notice at any time and, in addition to all other applicable prices, fees and charges, you agree to pay us the difference between the amounts actually received by us and the full, non-discounted applicable price that DISH would have charged for the Services authorized for each receiver for the appropriate number of separate accounts.

C. Smart Cards. Receiver(s) are equipped with a conditional access card (“Smart Card”) inserted into a slot or otherwise installed in such a 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 cancellation or disconnection of your Services, or sooner upon our request. Smart Cards are not transferable. Your Smart Card will only work in the receiver to which it was assigned by DISH. In the event that you report to our customer service center that your Smart Card is defective or that your Smart Card has been lost, damaged or stolen, then we will replace it, unless there is evidence of unauthorized tampering or modification; in such circumstances, a Smart Card Replacement Fee (as set forth in Exhibit 1) 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 (as set forth in Exhibit 1) will apply.

D. DVR. DISH’s digital video recorder (“DVR”) functionality allows you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the programs being recorded. DISH does not guarantee access to or recording of any particular programming or that any such programming will not be deleted from your DVR. Some 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, rebroadcast, rewritten or redistributed without the written permission of the third party that supplied it (except as permitted by the “*fair use*” or other applicable provisions of the U.S. copyright laws) or by DISH’s agreements with such third parties.

E. Telephone/Broadband Connection. To optimize the operation of your Equipment, you must continuously connect each receiver on your account to the same land-based telephone line or broadband home network. Failure to connect each receiver to the same land-based telephone line or broadband home network may result in interruption or disconnection of Services. We may charge you a TV2 Receiver Connection Fee (as set forth in Exhibit 1) for each dual tuner receiver that is not connected to a land-based telephone line or broadband home network.

F. Receiver Alterations. DISH may, without notice at any time and from time to time, through periodic downloads or by other means, add, delete, rearrange, alter, change and/or eliminate the software, applications, features and/or functionalities in (or accessed or received through) your receivers; provide data and content to products with DVR functionality; store and remove data and content on the hard drives of products with DVR functionality; and send electronic counter-measures to your receivers without notice at any time and from time to time (including, without limitation, during any term commitment to which you have agreed). DISH will use commercially reasonable efforts to schedule these downloads (or by other means) to minimize interference with or interruption to your Services, but, you acknowledge and agree that DISH shall have no liability to you for any interruptions in Services arising out of, relating to or in connection with such downloads (or other means). DISH may, without notice at any time and from time to time, cease supporting one or more receiver models. In the event that we add, delete, rearrange, alter, change and/or eliminate the software, applications, features and/or functionalities of a receiver or cease supporting your receiver model, then you further acknowledge and agree that you are not entitled to any credits, refunds, price reductions or any other form of compensation because of any such addition, deletion, rearrangement, alteration, change and/or elimination.

G. Proprietary Components and Software. 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, disassemble, 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 disconnection of your Services and/or legal action.

H. Software License. Subject to the terms and conditions of this Agreement and your applicable Promotion Agreement(s), you are licensed to use the software provided in your receiver(s), as updated by DISH, its licensors and/or its suppliers without notice at

any time and from time to time, solely in executable code form, solely in conjunction with lawful operation of the receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement and your applicable Promotion Agreement(s). You may not copy, modify or transfer any software provided in your 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 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 receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. In the event that you breach any term or condition of this license, then this license will automatically terminate.

I. Stolen Equipment. In the event that any of your Equipment is stolen or otherwise removed from your premises without your authorization, then you must notify our customer service center by telephone or in writing (via the telephone number, Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1) immediately, but in any event not later than three (3) business days after such theft or removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use of your Equipment that occurs after we have received your notification.

8. LEASED EQUIPMENT

A. Lease Terms. We may choose to lease certain Equipment to subscribers. Unless otherwise specified in this Agreement or your applicable Promotion Agreement(s), Leased Equipment shall at all times remain the sole and exclusive property of DISH, and we may, without notice at any time and from time to time, replace Leased Equipment with new or reconditioned Leased Equipment, and upon cancellation or disconnection of your Services, remove or require the return of such Leased Equipment. The satellite antenna and mounting hardware (but not the LNBF) are your fixtures, are not Leased Equipment and should not be returned to DISH. None of the Leased Equipment (or any portion thereof) will be deemed a fixture or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in Leased Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of Leased Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, alter or tamper with Leased Equipment, to remove or relocate Leased Equipment from your residence or to tamper with or alter any notice of our ownership on such Leased Equipment. Any removal or relocation of such Leased Equipment from your residence must be performed consistent with our instructions or by DISH or our designee(s) at our then-current service rates. You may not attach any electrical or other devices to, or in any way alter, any Leased Equipment without our prior written consent. You are responsible for preventing the loss or destruction of Leased Equipment and we recommend that Leased Equipment be covered by your homeowners, renters or other insurance policy.

B. Return of Leased Equipment. You must return all Leased Equipment in good operating condition, normal wear and tear excepted, within thirty (30) days following cancellation or disconnection of your Services or disconnection of your Leased Equipment. In the event that you acquired the Leased Equipment from a retailer, then you must return all Leased Equipment to: (i) your original retailer, in the event that such cancellation or disconnection of your Services or disconnection of your Leased Equipment occurs during the first thirty (30) days following your initial activation of programming; or (ii) DISH, in the event that such cancellation or disconnection of your Services or disconnection of your Leased Equipment occurs after such thirty (30) day period. You are responsible for and shall bear all costs, expenses and risk of returning the Leased Equipment, including, without limitation, risk of loss during shipment. You are not responsible under the terms and conditions of this Agreement for the return of equipment other than the Leased Equipment. Following cancellation or disconnection of your Services or disconnection of your Leased Equipment (unless you acquired the Leased Equipment from a retailer and the cancellation or disconnection of your Services or disconnection of your Leased Equipment occurs during the first thirty (30) days following your initial activation of programming and you returned Leased Equipment to such retailer within thirty (30) days following cancellation or disconnection of your Services or disconnection of your Leased Equipment), DISH will send you one or more return labels or empty boxes (depending on your Leased Equipment) to be used by you in returning the Leased Equipment and DISH will charge you a Equipment Return TV Fee (as set forth in Exhibit 1) for each such return label or empty box. You also have the option of contacting DISH by calling the telephone number set forth in Section 1 (i.e., 800-333-DISH (800-333-3474)) to request that DISH or our designee(s) perform an in-home service call to remove the Leased Equipment at DISH's then-current in-home service call rate (may not be available in all areas, geographic restrictions apply). Leased Equipment will not be deemed returned until received by DISH. In the event that you do not return such Leased Equipment undamaged and in working order, normal wear and tear excepted, and in accordance with the procedures set forth in this Agreement, then you are responsible for, and must pay us, certain prices, fees and charges as described in your applicable Promotion Agreement(s). IN THE EVENT THAT YOU DECLINE TO HAVE DISH OR OUR DESIGNEE(S) PERFORM AN IN-HOME SERVICE CALL TO REMOVE THE LEASED EQUIPMENT AND YOU ELECT TO REMOVE THE LEASED EQUIPMENT, THEN YOU ASSUME ALL RISKS ASSOCIATED WITH THE REMOVAL OF THE LEASED EQUIPMENT (INCLUDING, WITHOUT LIMITATION, FALL HAZARDS RELATED TO THE

REMOVAL OF THE LNBF(S)).

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 Leased Equipment must be performed by us or our designee(s). In addition to any applicable Service Call Fee (as set forth in Exhibit 1), DISH may charge you for any repairs that are necessitated by any damage to, or misuse of, Leased Equipment.

9. TRANSFER OF SERVICES OR EQUIPMENT

You may not assign or transfer your Services or Equipment without our written consent, which will not be unreasonably withheld. For the avoidance of doubt, in the event that you lease Equipment or your account has an outstanding balance, then the withholding of consent to assign or transfer your Services or Equipment shall be deemed reasonable.

10. LIMITATION OF OUR LIABILITY

A. INTERRUPTIONS AND DELAYS. YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE RELEASED PARTIES (AS DEFINED BELOW) WILL BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR FOR ANY DELAY OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, IN THE EVENT THAT SUCH INTERRUPTION OR DELAY ARISES IN CONNECTION WITH ANY OF THE FOLLOWING: (i) THE TERMINATION OR SUSPENSION OF DISH'S ACCESS TO ALL OR ANY PORTION OF SERVICES; (ii) THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S); (iii) A CHANGE IN THE SOFTWARE, APPLICATIONS, FEATURES AND/OR FUNCTIONALITIES AVAILABLE WITH YOUR EQUIPMENT; (iv) ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; (v) ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY; OR (vi) ANY CAUSE BEYOND OUR REASONABLE CONTROL. "RELEASED PARTIES" MEANS DISH, DISH'S PAST AND PRESENT AFFILIATES (INCLUDING, WITHOUT LIMITATION, DISH NETWORK CORPORATION AND ITS DIRECT AND INDIRECT SUBSIDIARIES AND ECHOSTAR CORPORATION AND ITS DIRECT AND INDIRECT SUBSIDIARIES), DISH'S THIRD-PARTY VENDORS AND BILLING REPRESENTATIVES, AND THE PREDECESSORS, SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING PERSONS AND ENTITIES, AND THE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, ATTORNEYS, SHAREHOLDERS AND LEGAL REPRESENTATIVES OF ALL OF THE FOREGOING PERSONS AND ENTITIES.

B. ALTERATIONS TO EQUIPMENT. NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, REMOVING OR DISABLING SOFTWARE, APPLICATIONS, FEATURES AND/OR FUNCTIONALITIES.

C. LOSS OF RECORDED MATERIAL. NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE FAILURE OF RECORDING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR FAILURE 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, NONE OF THE RELEASED PARTIES MAKES ANY WARRANTY, EITHER EXPRESS 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. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET AND OTHER CONTENT RESTRICTIONS (INCLUDING, WITHOUT LIMITATION, PARENTAL CONTROLS) ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF THE RELEASED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER TO ANYONE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH, 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.

F. DAMAGES LIMITATION. IN THE EVENT THAT ANY OF THE RELEASED PARTIES ARE DETERMINED TO BE LIABLE TO YOU, THEN THE RELEASED PARTIES WILL BE LIABLE TO YOU ONLY FOR YOUR DIRECT DAMAGES AND IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE PRICES, FEES AND CHARGES PAID BY YOU TO THE RELEASED PARTIES. NONE OF THE RELEASED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

11. PIRACY AND INFRINGEMENT

A. **Piracy.** Receiving all or 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 all or 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 for required subscriptions. Conviction can result in a fine of up to \$500,000, imprisonment for five (5) 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. Reverse engineering and/or disassembly is prohibited.

12. DISPUTE RESOLUTION, MANDATORY AND BINDING ARBITRATION AND CLASS ACTION WAIVER (THE “ARBITRATION PROVISION”)

BEFORE WE GET STARTED, YOU SHOULD KNOW THAT AN ARBITRATION PROVISION AND CLASS ACTION WAIVER APPLIES TO THIS AGREEMENT. IF WE CAN’T WORK OUT A DISPUTE WITH YOU, THIS AGREEMENT REQUIRES ARBITRATION OR SMALL CLAIMS COURT AND DOESN’T ALLOW CLASS ACTIONS. YOU’LL HAVE TO WAIVE YOUR ABILITY TO BRING A CLASS ACTION, OR TO HAVE A TRIAL BY JURY.

A. **Mandatory Binding Arbitration.** If you and DISH have a Dispute (as defined below), DISH will first try to resolve it informally with you. If we can’t, then you and DISH agree to resolve the Dispute either through binding arbitration or in small claims court, instead of courts of general jurisdiction (i.e. courts other than small claims courts), unless the Dispute is covered by one of the few exceptions we describe below, under “Exceptions.” You acknowledge and agree that, if you or DISH start an action in small claims court to resolve a Dispute, but the small claims court can’t resolve the Dispute for any reason (for example, if it does not have jurisdiction over the claim), then the Dispute can only be resolved by arbitration. Arbitration means that you and DISH will have a hearing before a neutral arbitrator rather than before a judge or jury in a court. The arbitrator is the person who will oversee and decide the Dispute. Arbitrators can award the same remedies that a court can award. In arbitration, discovery (where you and DISH get to ask each other for information about a dispute) is limited, and decisions made by arbitrators are final and only subject to limited review by courts.

BY ENTERING INTO THIS AGREEMENT, YOU AND DISH ARE EACH AGREEING TO WAIVE THE RIGHT TO A TRIAL BY JURY OR BY A JUDGE (OTHER THAN IN SMALL CLAIMS COURT), EXCEPT WHERE PROHIBITED OR OTHERWISE PROVIDED IN THIS AGREEMENT.

You and DISH both agree that the Federal Arbitration Act (the “FAA”) governs this Arbitration Provision. You still have the right to bring any concerns you may have to the attention of federal, state or local agencies (for example, the Federal Communications Commission) and if the law allows, those agencies can seek relief against us on your behalf.

B. **Dispute Defined.** When we use the term “Dispute” (with the capital D), it means any and all claims, disputes, or disagreements you and DISH currently have, might have in the future, or had in the past. A Dispute can be about anything related to our Services, and can involve Terms of Use, Promotional Terms, any type of law (such as a statute, regulation or ordinance), tort (examples are fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or anything else that courts or arbitrators have the authority to decide. Whether the Arbitration Provision is valid or enforceable, and what it covers, is one type of Dispute. “Dispute” should be interpreted as broadly as is allowed. Some other examples of what a Dispute might be based on are:

- a. The Residential Customer Agreement and the applicable Promotion Agreement(s) agreement between you and us;
- b. DISH’s services (including, without limitation, Services);
- c. DISH’s devices or products (including, without limitation, Equipment);
- d. Billing, collection and credit reporting;
- e. Telephone calls, texts, faxes and emails from DISH and/or a party acting or claiming to act for us; and/or
- f. DISH’s or our agents’ collection, retention and/or disclosure of your personally identifiable information.
- g.

For purposes of this Arbitration Provision, any reference to “DISH” includes DISH Network L.L.C., EchoStar Corporation, and any of its direct and indirect subsidiaries, past or present.

C. **Informal Dispute Resolution; Notice and Opportunity to Resolve.** Before starting an arbitration or small claims matter, you and DISH both agree to try to resolve any Dispute informally (“Informal Process”). This means that neither you nor DISH is

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allowed to start arbitration or an action in small claims court for at least sixty (60) days after you or DISH give notice of a Dispute to the other. Either you or DISH may start the Informal Process to resolve a dispute by sending the other a written document titled a “Dispute Resolution Notice.” A Dispute Resolution Notice must include the following information in a declaration, signed under penalty of perjury:

- a. Your name and identity, DISH account number, and contact information;
- b. A factual description of every disputed transaction (date, amount, and transaction type) and/or event (date, location, and individuals involved) that the dispute is about;
- c. An itemized calculation of all alleged damages; and
- d. How the party giving the Dispute Resolution Notice wants to resolve the Dispute.

You must send your Dispute Resolution Notice to: DISH Network L.L.C., Attn: Office of the General Counsel, 9601 South Meridian Boulevard, Englewood, Colorado 80112 (“Legal Dispute Notice Address”). We must send our Dispute Resolution Notice to the address we have for you in our records when we sent it. If you and DISH can’t resolve the Dispute within sixty (60) days after the Dispute Resolution Notice is received, then either you or DISH have the right to start binding arbitration or begin an action in small claims court, according to the procedures explained in this Arbitration Provision.

As a condition precedent to arbitration or small claims proceedings, the claimant must personally participate in an individualized good-faith dispute-resolution conference by telephone or videoconference with DISH and may be accompanied by counsel. Counsel’s participation alone does not satisfy this requirement.

D. Arbitration Procedures. This paragraph explains how you and DISH participate in an arbitration to resolve a Dispute. Unless you and DISH agree to different procedures in writing, the Consumer Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) will apply (except that any rules for class or collective actions will not apply). For Disputes filed as part of a Mass Arbitration (as defined below), the AAA Mass Arbitration Supplemental Rules shall also apply. If there is a conflict between the applicable AAA rules and procedures and this Arbitration Provision, this Arbitration Provision will control.

The AAA will run the arbitration process, and a single, neutral “Merits Arbitrator” will be in charge of the Dispute, except that a “Process Arbitrator” shall be appointed for Mass Arbitrations described below. The AAA Rules are available online at the AAA’s website (as of May 28, 2024, www.adr.org/rules). If you prefer, we will give you a copy of the AAA Rules if you make a written request to DISH Network L.L.C., Attn: Dispute Resolution, 9601 South Meridian Boulevard, Englewood, Colorado 80112. In the event that the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

E. Authority of the Arbitrator. You and we agree that, upon motion by either party, any arbitrator shall have the power to decide dispositive issues of law prior to a full merits hearing, consistent with Federal Rules of Civil Procedure 12 and 56, and will decide the Claim in accordance with all applicable substantive law and recognized principles of equity. The arbitrator will determine whether the claimant has completed the steps necessary to initiate the suit. The arbitrator will construe the Claim under the applicable statutes of limitations provided for under the governing law. The arbitrator will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the Agreement between you and us (including the limitations set forth above). In addition, the arbitrator is authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law on represented parties and their counsel. If the arbitrator finds that either the substance of your or our Claim or the relief sought was frivolous, without sufficient reasonable inquiry and/or a good faith basis, or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), and/or under 28 U.S.C. § 1927), the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires, and as permitted by applicable law.

F. Arbitration Demand Filing Requirements. The party who decides to start arbitration must open a case by filing a “Demand for Arbitration” with the AAA. To start arbitration, the requesting party must:

1. Make a demand in writing for arbitration;
2. Pay the administrative filing fee; and
3. Give the AAA a copy of this Arbitration Provision.

In addition to the requirements set forth in the AAA rules, you agree that upon commencing a case with the AAA, you will provide:

1. Your name, full account number, mailing address, telephone number, email address;
2. A factual description of every disputed transaction for which you seek compensation (date, amount, and transaction type) and/or event (date, location, and individuals involved), explanation of the basis of your Claim;

3. An itemized calculation of all alleged damages; and
4. If represented by counsel, a signed statement authorizing us to share information regarding your account and the Claim with them. You must personally sign the demand for arbitration (and your counsel must also sign the demand, if you are represented by counsel).

You agree and understand that failure to provide this information may result in dismissal of your Claim, though you have the right to refile once you provide the information described in this section.

This process can be completed using an “AAA WebFile” (you can find this on the AAA’s website (www.adr.org)), or at any AAA office, even if the hearing will not be in that location. By submitting an arbitration demand, you (and your counsel, if you are represented) represent that, as in court, you are complying with the requirements of Federal Rule of Civil Procedure 11(b).

The arbitration will take place in the county where your billing address is located (according to our records on the date the Dispute Resolution Notice is sent). However, you and DISH can instead agree, or the arbitrator can order, that the arbitration will: happen at a different location; be remote, using video or telephones; or be based only on things you and DISH submit in writing. The arbitrator will be bound by the terms of The Deal, including this Arbitration Provision. The arbitrator, and not any agency or court, will make the decisions about the Dispute.

G. The Arbitrator’s Decision (aka The Arbitrator’s Award). The arbitrator’s decision will resolve each of the Disputes presented by the Demand for Arbitration (including things such as the amount one side has to pay the other, and things one side might have to do, etc.) and explain in writing his or her important findings and conclusions. The arbitrator’s decision is a final and binding resolution of the Disputes between you and us, but shall not be binding on DISH with regard to any other DISH customer. If you or DISH ask a court to review the decision, the court’s ability to review is limited. An Award by the arbitrator can be filed with any court with jurisdiction (which means the legal power of a court to review the Arbitrator’s decision), in order to enforce the award.

H. Costs of Arbitration. Each party will be responsible for the arbitration fees as allocated by the applicable AAA rules (www.adr.org). However, in the event that a Dispute is filed as part of a Mass Arbitration, to the extent permitted by the applicable AAA rules and fee schedules, no AAA per-case fee (including filing, case management, merits arbitrator appointment fees, or arbitrator fees) shall be assessed or due until the conclusion of the Process Arbitrator’s review and the selection of the case for an individual merits hearing.

I. Mass Arbitration.

You agree that these additional requirements (“Mass Arbitration Procedures”) shall apply to your Claim if it is filed as part of a “mass arbitration,” which means twenty-five (25) or more arbitration claims involving the same or similar subject matter and/or issues of law or fact, and where representation of all claimants is the same or coordinated across the cases. You understand and agree that these procedures related to mass arbitrations will apply and that they are designed to (a) lead to the streamlined and cost-effective resolution of claims, consistent with the goal of this arbitration agreement; (b) ensure that large volume filings do not impose unnecessary burdens or impediments to the resolution and cost-effective adjudication of your Claim and similar claims; and (c) preserve the integrity of the arbitration process. You agree to these procedures even though they may delay the arbitration of your individual Claim. If at any point you are unsatisfied with the speed by which your matter is proceeding in mass arbitration, you are free to withdraw your arbitration demand and proceed in small claims court if the Claim is in that court’s jurisdiction and proceeds on an individual basis.

1. **Process Arbitrator Appointment.** In addition to the authority outlined in the AAA Mass Arbitration Supplementary Rules, the parties agree that the Process Arbitrator shall be empowered to resolve any dispute regarding whether your Claim should be dismissed because, for example, you failed to comply with the Mass Arbitration Filing Requirements, any other requirements outlined in this Agreement, or as permitted under the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 12. You agree that if the Process Arbitrator finds that you failed to comply with any requirement, your Claim will be dismissed, without prejudice to refile once the deficiencies are remedied. The Process Arbitrator will also have the power to decide whether, based on the Demand for Arbitration and supporting information submitted pursuant to the Arbitration Demand Filing Requirements above, there are other threshold eligibility issues for your Claim to proceed, including but not limited to whether you had an account with us, experienced the transaction, fee, or event at issue, or otherwise cannot pursue your Claim due to a clear legal or factual deficiency, and to dismiss your Claim as appropriate. The Process Arbitrator shall have the power to determine whether or not a given dispute regarding these Mass Arbitration Filing Requirements and/or Procedures are within the Process Arbitrator’s jurisdiction. The Process Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil

Procedure 11, 28 U.S.C. §1927, or any applicable state law.

2. **Mass Arbitration Procedure.** Following the resolution of any disputes within the jurisdiction of the Process Arbitrator, if any, counsel for the claimants and our counsel shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings on the merits of each claim. Unless the parties otherwise agree, in no event shall any individual Merits Arbitrator be assigned more than five (5) cases. The parties agree that each side shall have the right to have fifteen (15) cases of their choosing proceed to final hearing, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period), before the process described in this section moves forward. After the first thirty (30) cases are resolved, counsel will meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or to change the number of cases filed in each stage. If the parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings and after conferring in good faith, each side shall select another fifteen (15) cases per side to proceed to individual arbitration proceedings, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period). Each of these thirty (30) cases shall be assigned to a different Merits Arbitrator, though if the parties otherwise agree, a single Merits Arbitrator may be assigned up to five (5) cases. After this second set of thirty (30) cases is resolved, counsel will again meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or change the number of cases filed in each stage. If the parties do not reach a global resolution after the second set of cases is resolved, on either party's motion, the Process Arbitrator can decide to expedite the proceedings by forgoing more rounds of case selection and instead assigning Merits Arbitrators to all of the remaining cases at once. If no motion is made, this Mass Arbitration Procedure shall continue with thirty (30) cases in each set of proceedings, consistent with the parameters identified above. You and we agree to engage in these Mass Arbitration Procedures in good faith, which includes an agreement to pay the parties' respective case fee if your case is selected. Any dispute regarding any aspect of the specific Mass Arbitration Procedures outlined in this section shall be resolved by the Process Arbitrator.
3. **Mass Arbitration Fees.** No AAA per case fee shall be assessed in connection with any case until the case is selected to proceed to individual arbitration proceedings as part of the process identified in this section.
4. **Interpretation and Enforcement of Mass Arbitration Procedures.** Any dispute regarding the interpretation or enforcement of these Mass Arbitration Procedures shall be decided by the Process Arbitrator or, in cases that have been released to merits proceedings, the Merits Arbitrator. If any terms of these Mass Arbitration Procedures are found to be legally unenforceable for any reason, then the proceedings shall otherwise continue in arbitration in accordance with AAA's Mass Arbitration Supplementary Rules.

J. **Class Action Waiver.** All Disputes between you and DISH must be resolved on an individual basis. Except as otherwise specified herein, you and DISH agree that all Disputes between you and DISH will be litigated in small claims court individually or arbitrated individually.

NEITHER YOU NOR DISH SHALL BE ENTITLED TO JOIN OR COMBINE CLAIMS MADE BY, OR AGAINST, OTHER PEOPLE OR OTHER ENTITIES, OR BRING A CLAIM AS A REPRESENTATIVE, INCLUDING BUT NOT LIMITED TO, AS PART OF A CLASS ACTION OR AS A "PRIVATE ATTORNEY GENERAL" FOR ANY DISPUTE.

Additionally, unless both you and DISH agree in writing:

- a. the arbitrator may not combine any dispute with other claims, and
- b. the arbitrator may not preside over any kind of representative or class action.

K. **Enforcement of Arbitration Provision.** If any of this Arbitration Provision is found to be unenforceable, then, except for choice of law and informal dispute resolution provisions, this entire Arbitration Provision is null and void. All

Either party may seek relief in court to enforce the Informal Process, the filing requirements, the Mass Arbitration Procedures, the small-claims election, and any stay or suspension required by this Arbitration Provision. Seeking such relief shall not waive the right to arbitrate any issue otherwise subject to arbitration.

L. **Small Claims.** As noted above, either you or DISH may choose to have appropriate Disputes against each other resolved in small claims court, if the Dispute falls within the applicable small claims court's jurisdiction and does not fall within an exception identified in this Arbitration Provision. A small claims court includes any court designated as small claims, or any similar court of limited jurisdiction in which claims are only resolved on an individual basis. Either you or DISH may elect to have an eligible Dispute resolved in small claims court by filing their claim in the small claims court or, after the other party has filed a claim in arbitration, by sending written notice to the other party and the AAA of this election within fifteen (15) days after receipt

of notice of an arbitration, in which case the arbitration-filing party must re-file in small claims court in order to pursue the claim. In the event that there is any disagreement between you and DISH concerning whether the Dispute is within the jurisdiction of the small claims court, only the small claims court (and not an arbitrator or an arbitration administrator) may resolve that disagreement. If the small claims court determines that it lacks jurisdiction to hear the Dispute, then the Dispute shall be submitted to arbitration in accordance with the terms of this Arbitration Provision, unless the Dispute falls within an exception identified in this Arbitration Provision. If the small claims court determines that it has jurisdiction over part of that Dispute, then that part shall first be resolved in small claims court, and any remaining issues in the Dispute shall be resolved thereafter in accordance with the terms of this Arbitration Provision. After receiving timely notice of an election to move a Dispute from arbitration to small claims court, the AAA shall suspend the arbitration unless and until the small claims court denies its jurisdiction altogether or completes its exercise of jurisdiction over the parts of the Dispute to which its jurisdiction extends. To the extent permitted by applicable AAA rules and fee schedules, if the small claims court election is made before the other party's case initiation fee is due to AAA, and as the arbitration shall be suspended, the electing party's initiation fee shall not be due to AAA unless and until the matter returns to AAA. Either party may seek relief from a court from competent jurisdiction to enforce this provision, including a stay, dismissal, or order directing compliance, and doing so shall not waive any right to arbitrate.

M. **Applicable Law.** For Disputes in small claims court, the law of the state that court is located in applies. For Disputes in arbitration, the law of the state that your billing address is in (according to DISH's records on the date the Dispute Resolution Notice is sent) will apply. If, for any reason, the Dispute does not go to arbitration or to a small claims court, or this Arbitration Provision is found to be invalid, then the laws of Colorado will apply to the Terms of Use and Promotional Terms and everything relating to these terms, including DISH's products and Services.

N. **Rights to Opt-Out.** If you do not agree to this Arbitration Provision, you have 30 days after you set up an account with us or you start your Services, whichever happens first, to opt out of this Arbitration Provision. To do that, send a written notice to DISH at DISH Network L.L.C., Attn: Office of the General Counsel, 9601 South Meridian Boulevard, Englewood, Colorado 80112.

You may download and use the form Opt-Out Notice from our website.

(<https://www.dish.com/content/dam/dish/pdfs/service-agreements/tv-plan-agreements/arbitration-opt-out--English.pdf>)

If you decide to opt out of this Arbitration Provision, it won't negatively affect your relationship with us or our delivery of Services. If we get a notice to opt out postmarked after the thirty-day period described above, it won't be valid and you will be bound by this Arbitration Provision.

O. **Future Changes to this Arbitration Provision; Costs.** We may make changes to this Arbitration Provision in the future. If we do, unless it's a change to the Legal Dispute Notice Address, you may reject those changes by sending a written notice to the Legal Dispute Notice Address within thirty (30) days after we inform you of the changes (or at any time if we don't inform you of the changes). If you reject changes we make in the future, you are still required to resolve Disputes using the version of the Arbitration Provision that doesn't include those changes.

The thirty (30) day period for you to reject the change starts when we give you notice of the change. We will be deemed to have given you notice of changes to this Arbitration Provision as follows:

1. In the event that we send you notice by U.S. mail (including, without limitation, on a mailed bill, bill insert, notice, letter, or postcard), then it will be considered given three (3) days after it is first deposited in the U.S. mail, addressed to you at your billing address then appearing in our records;
2. In the event that we send you notice electronically (including, without limitation, via an e-mail, text message, electronic bill, social media message, or attachment), then it will be considered given at the time we first send an electronic communication containing such notice or notifying you of the availability of such notice (or the electronic bill in which it is included) to the electronic contact information (including, without limitation, e-mail address, phone number, or social media (e.g., Facebook, Twitter) identifier) then appearing in our records; and
3. In the event that we send you notice via broadcast on a television channel, or on your DISH app (including, without limitation, through pop-up messages) or through publication on dish.com or other website, then it will be considered given when first broadcast, sent, or published.

P. **Expenses Outside of Arbitration.** If either you or DISH start a case with a court of general jurisdiction, that case involves a Dispute that was supposed to go to arbitration under this Arbitration Provision, and the sued party successfully gets the Dispute sent to arbitration, then the party that started the case must pay the sued party's reasonable attorneys' fees, expenses, and court costs related to moving the case to arbitration.

Q. **Exceptions.** If you are getting Services from us that you were not authorized to receive and that you didn't pay for, whether through theft or otherwise, then that Dispute shall not be covered by this Arbitration Provision and may only be decided by

a court with appropriate authority. In addition, if either you or DISH bring a claim that seeks “public injunctive relief” (an injunction that seeks to prevent injury to members of the public, other than just the party seeking the injunction), then that claim may only be decided by a court with appropriate authority. However, any related claim for damages based on a Dispute must still be resolved on an individual basis in arbitration or small claims court. In the case of each exception, you and DISH agree that the arbitrator lacks the authority to decide such claims.

13. GENERAL

A. Notice. Except as otherwise provided by Section 12, any notice that we are required or permitted to give under this Agreement may be given via U.S. mail, electronically (including, without limitation, via an e-mail, electronic bill or social media message), on your bill, as a bill insert, via broadcast on a television channel, on your receiver(s) (including, without limitation, through pop-up messages sent to your receiver), through publication on dish.com, mydish.com, dish.com/legal or other website, by telephone or by any other reasonable means. In the event that we give you notice by U.S. mail (including, without limitation, on a mailed bill, bill insert, notice, letter or postcard), then it will be considered given three (3) days after it is first deposited in the U.S. mail, addressed to you at your billing address then appearing in our records. In the event that we give you notice electronically (including, without limitation, via an e-mail, electronic bill, social media message or attachment), then it will be considered given at the time we first send an electronic communication containing such notice or notifying you of the availability of such notice (or the electronic bill in which it is included) to the electronic contact information (including, without limitation, e-mail address or social media (e.g., Facebook, Twitter) identifier) then appearing in our records. In the event that we give you notice via broadcast on a television channel, or on your receiver(s) (including, without limitation, through pop-up messages sent to your receiver) or through publication on dish.com, mydish.com, dish.com/legal or other website, then it will be considered given when first broadcast, sent or published. In the event that we give you notice by telephone, then it will be considered given when personally delivered to you or when left as a message at your telephone number then appearing 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 DISH Network L.L.C., Customer Service Center, P.O. Box 9033, Littleton, CO 80160-9033, 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, e-mail address, telephone number, physical address where your Equipment is located or other contact information. You may do this by notifying us at the telephone number, Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1.

C. Consent to E-mail and Call or Text Your Telephone Number. You authorize DISH and its affiliates, and its and their third-party representatives, to contact you by phone, e-mail, SMS, or other channels at any time: (i) regarding your account; (ii) to recover any unpaid portion of any obligation to DISH or its affiliates; and/or (iii) for any other purpose not prohibited by applicable law. In each case, such contact may be made by any means not prohibited by applicable law (including, without limitation, an automated dialing or prerecorded messaging system) at the telephone number(s) that you provide to DISH, including, without limitation, any mobile telephone number(s). You acknowledge and agree that you do not need to provide a mobile telephone number to receive Services. For the avoidance of doubt, with respect to any land-based telephone number(s) that you provide to DISH, you acknowledge and agree that DISH and its affiliates, and its and their third-party representatives, may contact you by any means not prohibited by applicable law (including, without limitation, an automated dialing or prerecorded messaging system) with offers, solicitations and promotions, except as prohibited by applicable law.

D. Account Information. In the event that you have an online account with us, then 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 (including, without limitation, any person claiming to be a DISH customer service representative); and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security. You can only be sure you are speaking with DISH when you place a telephone call to the telephone number set forth in Section 1 or posted on www.dish.com, or utilize DISH’s online customer service chat at www.mydish.com/chat.

E. Third-Party Billing Representatives. 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 representatives may apply. For example and without limitation: (i) late fees and charges imposed by our third-party billing representatives may be administered according to our third-party billing representative’s billing procedures and applicable state tariffs and regulations; (ii) our third-party billing representatives may require that you pay all past due prices, fees and charges for Services, a restart price, fee or charge and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing representatives

(including, without limitation, local telephone service) may need to be restored before Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing representative services. Partial payments on third-party billing representative bills may be applied first to the balance due for other services billed on your third-party billing representative bill (including, without limitation, telephone service) according to the third-party billing representative's billing procedures and applicable state statutes and regulations. Please contact your third-party billing representative for details. Failure to pay all or any part of your third-party billing representative bill may result in disconnection of Services. In the event that your account is assigned by us to a third-party billing representative, then we will provide you notice of such assignment. You agree that third-party billing representatives may contact you at any time regarding your bill.

F. 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. Such credit checks may require you to provide DISH with your social security number. Under the Fair Credit Reporting Act, you have the right to notify DISH in the event that you believe we have reported inaccurate information about your account to any credit reporting agency. You may do this by notifying us at the Customer Service E-mail Address or General Customer Service Mailing Address set forth in Section 1. Please include in any such notice: (i) your name and account number; (ii) your service address; and (iii) a description of why you believe we have reported inaccurate information about your account to any credit reporting agency.

G. Applicable Law. This Agreement and all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute (including, without limitation, any Dispute) arising out of, relating to or in connection with any aspect of 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.

H. 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 (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise (all of which are hereby expressly reserved).

I. Waiver. DISH's failure to exercise or delay in exercising any of its rights at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise (all of which are hereby expressly reserved) will not operate as a waiver by DISH of such rights. DISH will not be deemed to have waived any of its rights at law, in equity, under contract (including, without limitation, this Agreement and your applicable Promotion Agreement(s)) or otherwise unless such waiver is in writing. In the event that DISH waives any of its rights pursuant to this Agreement in one instance, then such waiver will not be deemed a continuing waiver and will not preclude DISH from exercising such rights in another instance.

J. Severability. Except as otherwise set forth in Section 12(G), each provision of this Agreement is separable and divisible from every other provision and the enforceability of any one (1) provision does not limit the enforceability, in whole or in part, of any other provision. In the event that any provision of this Agreement or your applicable Promotion Agreement(s) is declared to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, then (except as otherwise set forth in Section 12) such provision must be construed by limiting, reforming and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement and your applicable Promotion Agreement(s) will not be affected by such alteration, and shall remain in full force and effect.

K. Other Policies. You agree that you will comply with all policies related to this Agreement, your applicable Promotion Agreement(s), your Services and/or your Equipment, including, without limitation, any and all applicable privacy notices (which are available at dish.com/legal). You acknowledge and agree that the use of your Services and/or Equipment is subject to each such policy.

L. Other. No salesperson, installer, customer service representative, authorized retailer or other similarly situated individual is authorized to change or override this Agreement or your applicable Promotion Agreement(s). DISH may, however, change this Agreement without notice at any time and from time to time. The terms and conditions of this Agreement and your applicable Promotion Agreement(s) 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, your applicable Promotion Agreement(s)) and except as provided to the contrary in this Agreement, 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 Residential Customer Agreements in their entirety, and such prior DISH Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and your applicable Promotion Agreement(s), then 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 your applicable Promotion Agreement(s), you agree to pay the prices, fees and charges listed in the table below (“Fees”) if and when applicable. DISH may change these Fees, increase or decrease these Fees or impose additional Fees without notice at any time and from time to time. Discounts on certain Fees may be available from time to time in the event that you subscribe to certain programming packages and/or use certain Equipment. Additional Fees may apply for non-standard installations or in the event that you upgrade your Equipment after installation. You may call 800-333-3474 to request an itemization of any cost that you will incur in order to purchase and/or lease Equipment or receive Services.

Type of Fee	Amount	Description of When Fee Applies
Monthly Fees		
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 and Hopper 3
	\$14.00	Per additional Duo Non-DVR receiver
	\$17.00	Per additional Duo DVR and HD Duo DVR SlingLoaded receiver
Access for Add'l TV Fee	\$5.00	Fee for access, system upgrades, updates and support for additional TVs through a purchased receiver.
Access for Add'l TV Fee	\$10.00	Fee for access, system upgrades, updates and support for 2 additional TVs through a purchased 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 SlingLoaded receiver
	\$15.00	Hopper, Hopper with Sling and Hopper 3 (Whole Home DVR)
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 telephone line and/or a broadband home network.
Transactional Fees		
Equipment Return TV Fee	Up to \$20.00	DISH 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	\$12.00*	You do not pay your bill in full on or before its due date (not applicable if you are receiving Services pursuant to a Pre-Pay Promotion). * If you reside in Virginia, Maine, or Arizona your Late Payment Fee is \$10.00.
No Qualifying Card Fee	\$99.00	You are eligible for and accept a promotion but do not provide DISH with a valid credit card or debit/check card.
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 delivers an item to you via overnight delivery (not available in Alaska, Hawaii, Puerto Rico or the U.S. Virgin Islands).
Programming Change Fee	\$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.
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. (Service calls are not available in all areas, geographic restrictions apply).

Shipping and Handling Fee	\$15.00	DISH delivers hardware to you via regular delivery. (A \$20.00 Extended Delivery Fee also applies to AK, HI, Puerto Rico or Virgin Islands).
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, stolen, tampered with or modified.

Applicable fees for Dish Protect, Dish Protect Plus, and OnTech Smart Home Protect are set forth in the agreement(s) or promotional offer(s) specific to Dish Protect, Dish Protect Plus, and OnTech Smart Home Protect. Call us at 800-333-DISH (800-333-3474) if you have any questions related to applicable fees for Dish Protect, Dish Protect Plus, and OnTech Smart Home Protect.