



Digital Home Advantage Promotion Agreement

This agreement is only a sample. Your agreement may vary. You should read all DISH Network agreements that you actually receive in their entirety before signing or initialing them.

This agreement ("Agreement") sets forth the terms and conditions of the Digital Home Advantage promotion. The Residential Customer Agreement ("RCA"), incorporated herein by reference, contains additional terms and conditions. The RCA is included in your receiver's user's guide and is available online at dishnetwork.com.

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| Term Commitment: You must accept or decline a term commitment by initialing the appropriate space; if you do not initial either space, you will be deemed to have declined the term commitment. Former DISH Subscribers (as defined below) must agree to a term commitment to participate in this promotion. | Accept Term Commitment: | Decline Term Commitment: |
| <i>Details regarding your agreement depending on whether you accept or decline the term commitment:</i> | | |
| Length of Commitment: | 24 months | No term |
| Non-refundable Activation Fee (must be paid prior to installation): | \$0 | \$99.00 |
| Cancellation Fee: If prior to the end of your term commitment, your service is disconnected for any reason or you downgrade your programming below a "Required Minimum Programming Package" (as defined below), and all programming and other charges for your term commitment have not yet been paid in full, you agree to pay, and we will automatically charge, a cancellation fee to your DISH Network account or your Qualifying Card (as defined below), at our option. | Prorated by multiplying \$15.00 by the number of months remaining in your term commitment. Maximum cancellation fee is \$360. | None |

Unreturned Equipment Charges: The satellite receiver(s), smart card(s), remote control(s), and LNBFs provided to you under this Agreement are leased and remain the property of DISH Network at all times. You agree that you will return all such equipment in accordance with the "Equipment Return" section below within 30 days following downgrade or disconnection of service, and if you do not, DISH Network will charge the following "Unreturned Equipment Charges" to your Qualifying Card, as applicable: outdoor LNBF, **\$50**; standard-definition (SD) non-DVR receiver (322), **\$100**; high-definition (HD) non-DVR receiver (411, ViP[®] 211, ViP 222, ViP 222k), **\$200**; SD or HD DVR receiver (522, 625, ViP 612, ViP 622, ViP 722, ViP 722k), **\$300**; and ViP 922 receiver, **\$400**. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH Network will charge the applicable Unreturned Equipment Charge(s) to your Qualifying Card within 72 hours following deactivation. If you return such equipment in accordance with this Agreement, such Unreturned Equipment Charge(s) will be refunded upon DISH Network's receipt of the applicable equipment.

*****WE RESERVE THE RIGHT TO CHANGE PRICES, PACKAGES AND PROGRAMMING AT ANY TIME, INCLUDING WITHOUT LIMITATION, DURING ANY TERM AGREEMENT PERIOD TO WHICH YOU HAVE AGREED. ***WE RESERVE THE RIGHT TO CHANGE YOUR PAYMENT TERMS IF YOU FAIL TO MAKE PAYMENTS BY YOUR PAYMENT DUE DATE. ***YOU ARE STILL BOUND BY THIS AGREEMENT IF YOU CHANGE YOUR RESIDENCE. ***DO NOT SIGN THIS AGREEMENT IF YOU DID NOT RECEIVE BOTH PAGES OF THIS AGREEMENT.*****

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN THE RCA, AND ALL SUCH TERMS WERE DISCLOSED TO YOU PRIOR TO LEASE.

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|-------------------------------------------------|------------------------------------------|
| Customer Name: [Redacted] | Customer Signature: [Redacted] |
| Phone: [Redacted] | Customer Printed Name: [Redacted] |
| Street Address: [Redacted] | Date: [Redacted] |
| City: [Redacted] | Account #: [Redacted] |
| State: [Redacted] Zip: [Redacted] | County: [Redacted] |

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| Primary Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R00 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R00 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R00 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R00 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Subscriber Eligibility: Services and equipment must be ordered, installed and activated between and including **August 1, 2009 and January 31, 2010**. Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time residential DISH Network subscribers; and (B) former DISH Network subscribers who (1) previously maintained an active DISH Network account in good standing (as determined by DISH Network) for at least 6 consecutive months; (2) voluntarily disconnected all prior DISH Network accounts; (3) timely paid all balances owing under their prior DISH Network account(s) in full; and (4) have not received any DISH Network service during the 3-month period prior to activation under this promotion ("Former DISH Subscribers"). No new, first-time residential DISH Network subscriber or Former DISH Subscriber shall be eligible for this promotion unless such subscriber: (a) resides in the continental United States, Hawaii or certain areas in Alaska (as determined by DISH Network); (b) provides DISH Network with a social security number and a valid major credit card or debit/check card number, each issued to the customer who signs this Agreement; and (c) receives credit approval. If you reside in Alaska, you represent that you have confirmed that your residence is eligible for this promotion. DISH Network will determine eligibility and may deny eligibility for any reason.

Required Minimum Programming Packages: You must subscribe at all times to one of the "Required Minimum Programming Packages" listed in the table below or a higher programming package. You represent that you have been informed whether you are eligible for local network channels by satellite, or provided with a website or phone number to use to determine such eligibility.

| Required Minimum Programming Packages | | | | | |
|---------------------------------------|---------------|---------------------------------------------------|-------------------------|---------------|---------------------------------------------------|
| Programming Package | Current Price | Price with Local Network Channels Where Available | Programming Package | Current Price | Price with Local Network Channels Where Available |
| DishFAMILY | \$19.99/mo. | \$24.99/mo. | Polish or Urdu-language | \$39.99/mo. | \$44.99/mo. |

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| DishMÉXICO | \$19.99/mo. | \$19.99/mo. | Arabic or Portuguese-language | \$44.99/mo. | \$49.99/mo. |
| TurboHD Bronze | \$29.99/mo. | \$34.99/mo. | Hindi-language | \$44.99/mo. | \$49.99/mo. |
| Chinese, Greek or Russian-language | \$32.99/mo. | \$37.99/mo. | Locals Only with a Basic International Package* Priced at \$19.99 or Higher | \$29.98 or Higher Depending on International Package Selected | |

* Basic International Packages consist of the following international programming packages: Arabic Elite Pack, TV Globo/Record Package, TV Globo a la carte, French Bouquet, Israeli Platinum Package, Panorama Italiano, TV Japan, Polish Premium Pack, Luso Pack, Bangla Mega Pack, Sun TV + KTV, Punjabi Pack, Surya TV + Kairali TV, Telugu Pack, Pinoy Mega Pack, German Language Plus Package, RTVI/RTVI+ Package.

Installation: This promotion includes standard professional installation of up to 4 receivers to up to 4 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH Network) and mounting hardware. Additional equipment may be required and additional fees may apply in certain installations or with certain programming purchases. Maximum of 4 leased tuners per account; additional tuners may be purchased for a maximum of 6 receivers per account. Maximum of 2 HD non-DVR receivers per account. Maximum of 2 non-HD 2-tuner DVR receivers per account. Maximum of 2 HD 2-tuner DVR receivers per account.

Receivers: "Solo" receivers support 1 TV and contain 1 tuner (or in the case of an HD Solo DVR ViP 612, 2 tuners). Solo receiver models include: HD Solo 411, HD Solo DVR ViP 211 and HD Solo DVR ViP 612. "Duo" receivers support up to 2 TVs and contain 2 tuners. Duo receiver models include: Duo 322, HD Duo ViP 222, HD Duo ViP 222k, DuoDVR™ 522, DuoDVR 625, HD DuoDVR ViP 622, HD DuoDVR ViP 722, HD DuoDVR ViP 722k and HD DuoDVR SlingLoaded™ ViP 922. High-definition receivers have "HD" in the name. DVR receivers have "DVR" in the name.

Fees and Payments: You agree to pay monthly by the payment due date for the programming you select and for all applicable fees. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay the following one-time lease upgrade fees, if applicable: (A) \$200 for the first ViP 922 receiver; (B) \$100 for a second 522, 625 or ViP 612 receiver; (C) \$150 for a second ViP 622 receiver; (D) \$200 for a second ViP 722 or ViP 722k receiver; and (E) \$400 for a second ViP 922 receiver. Other fees may apply as set forth in the RCA. All payments are non-refundable. All receivers selected by you within the first 30 days following initial activation of your account will be treated for all purposes, including without limitation, ownership and Unreturned Equipment Charges, as selected by you under this Agreement. The following monthly fees apply:

| Monthly Fees | Fee Amount if Not Subscribed to a DVR Package | Fee Amount if Subscribed to a DVR Package |
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| Additional Receiver Fee | | |
| First receiver activated | Included in base programming package price. | |
| Each HD receiver activated beyond the first | \$7.00/mo. | \$7.00/mo. |
| Each SD receiver activated beyond the first | \$5.00/mo. | \$5.00/mo. |
| Each HD DVR receiver activated beyond the first | \$7.00/mo. | \$12.00/mo. |
| Each SD DVR receiver activated beyond the first | \$5.00/mo. | \$10.00/mo. |
| In determining the Additional Receiver Fee amount, HD receivers shall be deemed activated prior to all other receivers. | | |
| DVR Service Fee (Each DVR receiver) | \$5.98/mo. | Included in Additional Receiver Fee |
| This DVR Service Fee will be waived on a monthly basis if you subscribe to America's "Everything" Pak. | | |
| TV2 Receiver Connection Fee | | |
| First Duo receiver activated | \$5.00/mo. | N/A |
| Each Duo receiver activated beyond the first | \$5.00/mo. | \$5.00/mo. |
| This TV2 Receiver Connection Fee will be waived on a monthly basis for each Duo receiver that DISH Network confirms has been continuously connected to your same land-based phone line and/or, solely in the case of a ViP 622, ViP 722, ViP 722k or ViP 922 receiver, continuously connected to your same broadband home network. | | |
| Alaska Dish 500AK or Hawaii 500H Upgrade Fee | \$4.99/mo. | \$4.99/mo. |
| The Alaska Dish 500AK or Hawaii 500H Upgrade Fee applies if you receive DISH Network service in Alaska or Hawaii. | | |

Equipment Return: You may use the equipment provided under this promotion only while you remain an active customer in good standing and in compliance with this Agreement. You must return all such equipment in good operating condition, normal wear and tear excepted, within 30 days following downgrade or disconnection. You must call DISH Network at 1-800-333-DISH immediately after your downgrade or disconnection to receive a return authorization number and delivery instructions for return of your equipment. You are responsible for and shall bear all costs and expenses of returning such equipment.

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| DishHOME Protection Plan with a Term Commitment | Signature: |
| DishHOME Protection Plan ("DHPP") is a service program currently priced at \$5.99 per month (price subject to change) that includes: (A) free shipping for repair or replacement of defective receiver equipment; (B) video cabling and power surge repairs to DISH Network equipment at no additional charge; (C) discounted in-home service calls (currently priced at \$29 or less; regularly \$99); and (D) 1 free DishMOVER (if you relocate to an area where DISH Network programming is available, we will provide free standard professional installation of your existing receivers and a new antenna, as determined by DISH Network). If you agree to a term commitment under this promotion, you will receive a free trial offer of DHPP (if available to you at the time you sign this Agreement) for 9 months. By signing above, you are accepting the terms of this free trial and understand that you may cancel your DHPP subscription at any time by calling 1-800-333-DISH, and if you do not cancel DHPP during the first 9 months of your term, we will automatically begin billing you for DHPP at its then-current price until you cancel DHPP. | |

Contact Information: If you have any billing, service or other questions, you may contact DISH Network at care@dishnetwork.com; 1-800-333-DISH; or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the charges and fees applicable to the goods and services you have selected under this Agreement by calling 1-800-333-DISH.

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| PLEASE READ THIS IMPORTANT INFORMATION | Signature: |
| <i>By signing above, you authorize DISH Network to charge, and/or place a hold with respect to all cancellation fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (collectively, the "Authorized Amounts") to the credit card or debit/check card that you initially provided to DISH Network (the "Qualifying Card") until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH Network's</i> | |

submitting a signed receipt. Payment of cancellation fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account.