

This agreement (“**Agreement**”), together with the terms and conditions to which you agreed over the phone when you ordered any applicable, enclosed receivers (the “**Phone Terms**”), sets forth the terms and conditions of the DISH’n It Up plan. The Residential Customer Agreement (“**RCA**”), incorporated herein, contains additional terms and conditions. The RCA is included in your receiver’s user’s guide and is available online at [www.dish.com](http://www.dish.com).

<b>Length of Term Commitment:</b>	24 months
<b>Non-refundable Activation Fee</b> (must be paid prior to installation):	\$0
<b>Cancellation Fee:</b> 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 account or your Qualifying Card (as defined below), at our option.	Prorated by multiplying \$10 by the number of months remaining in your term commitment. <b>Maximum cancellation fee is \$240.</b>

**Unreturned Equipment Charges:** The following “**Leased Equipment**” provided to you under this Agreement is leased and remains the property of DISH at all times: receiver(s); smart card(s); and remote control(s). You agree that you will return all Leased Equipment in accordance with the “**Equipment Return**” section below within 30 days following downgrade or disconnection of service, and if you do not, DISH will charge the following “**Unreturned Equipment Charges**” to your Qualifying Card, as applicable: all standard-definition receivers (301, 311, 322, 381, 512, 522, 625) and Joey 1.0, **\$100**; high-definition (HD) non-DVR receiver (211, 211k, 222, 222k, 411), **\$200**; HD DVR receiver (612, 622, 722, 722k), **\$300**; and SlingLoaded™ DVR receiver (922) and Hopper 2000, **\$400**. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH will charge the applicable Unreturned Equipment Charge(s) to your Qualifying Card within 72 hours following deactivation. If you return the Leased Equipment in accordance with this Agreement, such Unreturned Equipment Charge(s) will be refunded upon DISH’s receipt of the applicable Leased Equipment.

**\*\*\*We reserve the right to change any and all prices, packages and programming at any time, including without limitation, during any term commitment 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 or if you are within 30 days of your initial activation (in which case, the terms and conditions of your original plan agreement apply to your new or exchanged equipment).\*\*\***

*By signing this Agreement and/or installing and activating any applicable, enclosed receivers, 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 and the Phone Terms, and that all such terms were disclosed to you prior to activation. If you are located in Puerto Rico, you are entering into this Agreement (including the RCA) with DISH Network Puerto Rico L.L.C.; if you are located anywhere other than Puerto Rico, you are entering into this Agreement (including the RCA) with DISH Network L.L.C.*

<b>Customer Name:</b> _____	<b>Customer Signature:</b> _____
<b>Phone:</b> _____	<b>Date:</b> _____
<b>Email Address:</b> _____	<b>Account #:</b> _____
<b>Street Address:</b> _____	<b>Certificate #:</b> _____
<b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>County:</b> _____
<b>Dish:</b> _____ <b>Orbital Locations:</b> _____	<b>Switch:</b> _____

**Subscriber Eligibility:** Services and equipment must be ordered, installed and activated between and including **August 1, 2012 and January 31, 2013**. This offer is limited to existing residential DISH customers who reside in the continental United States, Hawaii, Puerto Rico, the US Virgin Islands, or certain areas in Alaska. If you reside in Alaska, you represent that you have confirmed that your residence is eligible for this plan. Participation is limited to one DISH’n It Up transaction in any consecutive 12-month period (your initial upgrade to an MPEG-4-compatible HD receiver, if applicable, shall not count toward this limit). DISH will determine eligibility and may deny eligibility for any reason.

**Prior Agreements:** This Agreement (together with the Phone Terms) applies to the DISH’n It Up plan only and does not replace or change any prior written agreement between you and DISH (or any DISH affiliate). All such prior agreements remain in full force and effect.

**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 cost programming package. You represent that you have been informed whether you are eligible to receive local network channels by satellite.

<b>Required Minimum Programming Packages</b>			
<b>Programming Package</b>	<b>Price Including Local Network Channels Where Available</b>	<b>Programming Package</b>	<b>Price Excluding Local Network Channels</b>
DishLATINO Básico	\$22.99/mo.	Qualifying international programming (requires subscription to \$10.00/mo. Chinese Basic or \$10.00/mo. International Basic)	\$19.99/mo. or higher depending on international package selected.
Smart Pack	\$24.99/mo.		
DISH America	\$34.99/mo.		

**Installation:** Unless DISH sent your equipment to you for self-installation, this plan includes standard professional installation of up to 3 receivers. Additional equipment may be required and additional fees may apply in certain installations or with certain programming purchases. Maximum of 3 leased receivers (supporting up to 3 HD TVs and up to 6 total TVs) per account. Maximum of 1 leased SlingLoaded DVR receiver per account. Whole Home DVR installation includes up to 6 leased receivers for up to 6 TVs (supporting up to 6 HDTVs) per account. Additional receivers may be purchased for a maximum of 6 receivers per account.

**Receivers:** “**Solo**” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models currently include: Solo (301, 311, 381); HD Solo (211, 211k, 411); Solo DVR (512); and HD Solo DVR (612). “**Duo**” receivers

support up to 2 TVs and contain 2 tuners. Duo receiver models currently include: Duo (322); HD Duo (222, 222k); DuoDVR (522, 625); and HD DuoDVR (622, 722, 722k). SlingLoaded DVR (922) receivers support 2 TVs and contain 2 tuners. Hopper 2000 and Joey 1.0 each connect to 1 TV.

**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, if applicable, a receiver upgrade fee of up to \$400 per receiver. A technician visit fee of up to \$95 will apply for each in-home service call. Other fees may apply as set forth in the Phone Terms and the RCA. All payments are non-refundable. The following monthly fees apply:

Monthly Fees	Fee Amount
<b>Additional Receiver Fee</b>	
Each Solo receiver	\$7.00/mo.
Each Hopper 2000 and Joey 1.0	\$7.00/mo.
Each Solo DVR receiver	\$10.00/mo.
Each Duo receiver	\$14.00/mo.
Each DuoDVR or SlingLoaded DVR receiver	\$17.00/mo.
In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account.	
<b>DVR Service Fees</b>	
512, 522, 625, 612, 622, 722, 722k	\$6.00/mo.
SlingLoaded DVR	\$10.00/mo.
Whole Home DVR	\$10.00/mo.

**Suspension of Service:** If you participate in DISH Pause or any other program that allows you to temporarily suspend your DISH service at any time during your term commitment, your term commitment will be extended by the number of days that your service is suspended. DISH will determine eligibility for participation and may deny eligibility for any reason.

**Prior Equipment:** If you return a receiver previously leased by you in exchange for a receiver provided under this plan, you must return such previously leased receiver (including without limitation, applicable smart card(s) and remote control(s)) to DISH. Upon your notification to DISH that you intend to exchange a receiver and the deactivation of such receiver, we will send you a postage pre-paid box to use in returning the receiver to DISH. Returning any exchange receiver is solely your responsibility. Any LNBFs provided under this plan shall be treated as if you selected them under your original plan agreement with DISH for all purposes related to their ownership and shall be subject to any return requirements set forth therein.

**Equipment Return:** You may use the Leased Equipment provided under this plan only while you remain an active customer in good standing and in compliance with this Agreement and the Phone Terms. You must return all Leased Equipment in good operating condition, normal wear and tear excepted, within 30 days following downgrade or disconnection. You must call DISH at 800-333-DISH (3474) immediately after your downgrade or disconnection to receive a return authorization number and delivery instructions for return of the Leased Equipment. You are responsible for and shall bear all costs and expenses of returning the Leased Equipment. You are not responsible under the terms of this Agreement for the return of equipment other than the Leased Equipment. A \$17.00 charge will apply if you use a pre-paid label and empty box provided by DISH in returning the Leased Equipment; this charge is subject to change at any time. You also have the option of contacting DISH by calling 800-333-DISH (3474) to request that DISH perform an in-home service call to remove the Leased Equipment at DISH's then-current in-home service call rate, which rate is subject to change at any time.

**Contact Information:** If you have any questions, you may find the answer in the frequently asked questions section on [www.dish.com](http://www.dish.com) or you may contact DISH at [care@dishnetwork.com](mailto:care@dishnetwork.com); 800-333-DISH (3474); 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 800-333-DISH (3474).

**PLEASE READ THIS IMPORTANT INFORMATION**

**QUALIFYING CARD AUTHORIZATION**

====> Signature: \_\_\_\_\_

*By signing above, you authorize DISH 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 (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's 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.*

**CUSTOMER CONTACT INFORMATION**

====> Signature: \_\_\_\_\_

*By signing above, you authorize: (1) DISH to contact you regarding your DISH Network account at the phone number (including any cellular phone number), address and email address you have provided in this Agreement or at any other address, email address or phone number (including any cellular phone number) that you otherwise provide or have provided to DISH; and (2) any debt collection agency or debt collection attorney hired by DISH to contact you directly, including without limitation, at any address, email address or phone number (including any cellular phone number) you provide or have provided to DISH, through an automated or predictive dialing system or prerecorded messaging system in an effort to recover any unpaid portion of your obligation incurred hereunder.*