



Flex24 Plan Agreement

This agreement ("Agreement") sets forth the terms and conditions of the Flex24 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.

Length of Term Commitment:	24 months
Non-refundable Activation Fee (must be paid prior to installation):	\$79.00
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 account or your Qualifying Card (as defined below), at our option.	Prorated by multiplying \$17.50 by the number of months remaining in your term commitment. Maximum cancellation fee is \$420.

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); remote control(s); and LNBFs. You agree that you will return all Leased Equipment in accordance with the "Equipment Return" section below within 70 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: LNBF, **\$50**; 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 70 days 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. ***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, 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.

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

Subscriber Eligibility: Services and equipment must be ordered, installed and activated between and including **November 12, 2012 and January 31, 2013**. 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 subscribers; and (B) former DISH subscribers who (1) paid all balances owing under their prior DISH account(s) in full; and (2) have not received any DISH service during the 3-month period prior to activation under this plan ("**Former DISH Subscribers**"). No new, first-time residential DISH subscriber or Former DISH Subscriber shall be eligible for this plan unless such subscriber: (a) resides in the continental United States, Hawaii, Puerto Rico, the US Virgin Islands, or certain areas in Alaska; (b) provides DISH with a social security number 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 plan. DISH 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 cost programming package. You represent that you have been informed whether you are eligible to receive local network channels by satellite.

Required Minimum Programming Packages			
Programming Package	Price Including Local Network Channels Where Available	Programming Package	Price Excluding Local Network Channels
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: This plan includes standard professional installation of up to 3 receivers to up to 6 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH) and mounting hardware. 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 the following one-time lease upgrade fees, if applicable: (A) the following amounts for the first HD receiver: \$99 for a 211, 211k, or Joey 1.0 receiver, \$149 for a 222 or 222k receiver, \$199 for a 612, 622, 722 or 722k receiver, \$449 for a Hopper 2000, and \$599 for a 922 receiver; and (B) \$49 for each additional receiver that is a 301, 311, 381, 322, 512, 522 or 625 receiver, \$99 for each additional receiver that is a Joey 1.0, \$149 for each additional receiver that is a 211 or 211k receiver, \$199 for each

additional receiver that is a 222 or 222k receiver, \$449 for each additional receiver that is a 612, 622, 722,722k, or Hopper 2000 receiver, and \$649 for each additional receiver that is a 922 receiver. Other fees may apply as set forth in the RCA. All payments are non-refundable. You agree that your DISH service has been properly installed and activated, and you hereby waive any right to a refund of any previous payment to DISH to which you may have otherwise been entitled. If you do not pay your bill in full by its due date, or if at any time otherwise fail or refuse to make timely payment for your services, we may disconnect your services at any time thereafter, and in such event we will be relieved from any and all of our duties and obligations under this Agreement. If at any time your service is disconnected due to non-payment, you must pay any outstanding balance and a restart fee in order to restart your service. The following monthly fees apply:

Monthly Fees	Fee Amount
Additional Receiver Fee*	
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.
*The receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account.	
DVR Service Fees	
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.

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. You must return all such Leased Equipment in good operating condition, normal wear and tear excepted, within 70 days following downgrade or disconnection. If you acquired the Leased Equipment directly from DISH, 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. If you acquired the Leased Equipment from a retailer, you must return all Leased Equipment to: (A) your original retailer, if such downgrade or disconnection occurs during the first 30 days following your initial activation of programming; or (B) DISH, if such downgrade or disconnection occurs after such 30-day period. 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.

The Protection Plan	===> Signature: _____
<p>The Protection Plan is an optional service program currently priced at \$7.00 per month that includes: (A) free shipping for repair or replacement of defective receiver equipment; and (B) discounted in-home service calls (currently priced at \$15; regularly \$95). You will receive a free trial offer of the Protection Plan (if available to you at the time you sign this Agreement) for 4 months. By signing above, you are accepting the terms of this free trial and understand that you may cancel your Protection Plan subscription at any time by calling 800-333-3474, and if you do not cancel the Protection Plan during the first 4 months of your term, we will automatically begin billing you for the Protection Plan at its then-current price until you cancel the Protection Plan.</p>	

Contact Information: If you have any questions, you may find the answer in the frequently asked questions section on www.dish.com or you may contact DISH at 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: _____
<p><i>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.</i></p>	
CUSTOMER CONTACT INFORMATION	===> Signature: _____
<p><i>By signing above, you authorize: (1) DISH to contact you regarding your DISH Network account at the phone number (including any cellular number), address and email address you have provided in this Agreement or at any other address, email address or phone number (including any cellular 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 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.</i></p>	