

Residential Customer Agreement

Effective as of September 1, 2001 until replaced.

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICE TO YOU. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.

IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER, YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES FOLLOWING RECEIPT OR PUBLICATION BY DISH NETWORK ON ITS WEB SITE OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU.

Thank you for choosing DISH Network for your television service provider. DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support through the following toll-free number and email address:

1-800-333-DISH
feedback@echostar.com

or you may write to:

DISH Network
Customer Service Center
P.O. Box 33577
Northglenn, CO 80233

and, for general knowledge, try our website at www.dishnetwork.com.

"DISH Network" is a trademark of EchoStar Satellite Corporation.

1. THE DISH NETWORK SERVICE

A. Services Defined. DISH Network offers a wide variety of video and audio programming and other services and we are constantly striving to add new services to our lineup. For purposes of this Agreement the term "Services" shall mean the programming available on DISH Network (whether subscription based or pay per view based) and any other services that we may provide to consumers either now or in the future. For purposes of this Agreement the terms "You" or "Your" refer to you, the DISH Network subscriber.

B. Programming Changes. Except as otherwise set forth in this Agreement, you may change your programming selection at any time by notifying us. A fee may apply to such changes (Change of Service Fee). In addition, you may be charged a fee (Service Access Fee) if you fail to subscribe to one of DISH Network's basic programming packages which include America's Top 50, America's Top 100/CD, America's Top 150, DISH Latino or DISH Latino Dos.

C. Programming Availability. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services.

D. Ordering Pay Per View. You may order DISH Network pay-per-view Services by using your on-screen Program Guide and remote control unit to select the movies and other events we offer. To order DISH Network pay-per-view Services, your DISH Network DBS digital receiver must be connected to a telephone outlet. You may also order DISH Network special events and pay-per-view Services over the telephone by calling the Customer Service Center or by using our automated system through the following toll-free number:

1-877-DISH-PPV (347-4778) for ordering movies

A small fee will apply for use of the automated system (Pay-Per-View Automated Fee) or the Customer Service Center (Pay-Per-View Fee).

E. Private Viewing. DISH Network provides Services to you for your private home viewing, use and enjoyment. You agree that the Services provided will not be viewed outside of your private residence. You are permitted to exhibit the Services solely in your private residence and not in any other areas. The Services may not be rebroadcast, transmitted, recorded or performed, nor may admission be charged for listening to or viewing any Services provided by us. If we later determine that you utilized your DISH Network Equipment (including any additional DISH Network receivers) or sold, leased or otherwise gave possession of the same to a third party who you knew or reasonably should have known intended to use it to permit the viewing of the Services in a commercial establishment or any other area open to the public, we may terminate the Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for the Services and the full commercial rate for such Services, regardless of whether we have or had the commercial rights to such Services. The payment of that amount and/or the termination of Services shall not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

F. Additional Receivers. To independently tune additional televisions within your home, a separate DISH Network receiver is required for each television. DISH Network will allow you to place up to five additional receivers on your account. Each additional receiver would be authorized to receive the same Services as your initial receiver. DISH Network will charge you a reduced monthly fee (Additional Receiver Authorization Fee) for each additional receiver added to your account. This option is only available if your initial DISH Network receiver and all additional receiver(s) are located at the same residence and are continuously connected to the same telephone line. If you desire to receive Services at two different locations, you must open a separate account for each location. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to the same phone line. If we later determine that you did, we may terminate your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network DBS receiver on the account, whether owned by you or not. The payment of that amount and/or the termination of Services shall not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

G. Changes in Services offered. DISH Network reserves the right to change the Services that we offer, and our prices or fees related to such Services at any time. If the change affects you, we will provide you notice of the change and its effective date. The notice may be provided on your billing statement or by other communication permitted under Section 9B. In the event of a change in the contents of any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund because of a change in the contents of any programming, programming packages, or other Services previously offered.

H. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade the Services only at the time of renewal. You may not downgrade the Services during the term of the multi-month subscription.

2. BILLING POLICIES AND PAYMENTS FOR SERVICES

A. You agree to pay all amounts billed for Services and to pay all taxes, fees and other charges, if any, which are now or may in the future be assessed on the Services you receive from us. Unless you prepay for a multi-month subscription to Services, we will bill you each month, in advance, for Services ordered by you or anyone who uses your DISH Network Equipment, whether with or without your permission, until you cancel the Services. The bills you receive will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account.

B. You agree to pay us in full monthly by the payment due date for the Services and for any other charges due us, including any fees set forth in this Section 2. Payment of your bill after the due date will result in you paying us a Late Payment Fee. Other fees and charges may also be assessed. If partial payments are made, they will be applied first to the oldest outstanding bill. If you send checks or money orders marked "payment in full," we can accept them without losing any of our rights to collect any other amounts owed by you, notwithstanding your characterization of the payment. DISH Network does not extend credit to our customers, and the Late Payment Fee is not interest, a credit service charge or a finance charge. You understand and agree that in the case of late payment or nonpayment for any Services ordered by you or for any of the charges stated below, we may report such late payment or nonpayment to credit reporting agencies. If you do not pay your bill by the due date, we have the right to disconnect your Services at any time thereafter, in our sole discretion. DISH Network may require you to pay all past due charges, a Reconnect Fee, a deposit equal to a minimum of one month's advance charges and all outstanding balances accrued through the date of deactivation, before we reconnect your Services. Deposits will not be held segregated from other funds and shall not earn or accrue interest.

C. If you at any time fail, neglect, or refuse to make timely payments hereunder, or if a petition in bankruptcy shall be filed on your behalf or against you, or if you take advantage of any insolvency law or become insolvent or make an assignment for the benefit of creditors, or if a receiver, liquidator, or trustee is appointed for your property or affairs, we shall be wholly relieved from our obligations hereunder.

D. If you paid for an annual or other multi-month subscription to any Services and your account is past due for any amounts owed to us, at our option we may suspend any or all Service until payment is received, and/or convert your annual or other multi-month subscription to a monthly subscription. If we convert your multi-month subscription to a monthly subscription, we will first apply the amount you paid for your multi-month subscription to any past due amounts and then any remaining amounts to future obligations. If we elect to offset the amount paid for the remaining portion of a multi-month subscription against amounts past due, you agree to pay, in addition to all other applicable fees, the Offset Fee set forth below for each month and partial month that the multi-month subscription was previously received.

E. If we use a collection agency or attorney to collect money you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other requests for credit, you can contact our Customer Service Center by telephone or in writing. You must contact us within sixty (60) days of the time you receive the billing statement for which you are seeking corrections. Failure to timely notify us of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for Services must be made directly by you to us. DISH Network shall have no obligation to provide Services for which payment is made by you to a third party.

F. In addition to the amounts due for Services, you agree to pay the fees referenced below ("Fees") when applicable. DISH Network reserves the right to increase these Fees or add additional Fees in the future, in our sole discretion.

Smart Card Replacement Fee \$50.00
Additional Receiver Authorization Fee (monthly, per receiver) \$4.99
Late Payment Fee \$5.00
Change of Service Fee \$5.00
Duplicate Billing Statement Fee \$2.00
Overnight Delivery Fee \$18.00
Restart Fee \$25.00
Returned Payment Fee \$25.00
Service Access Fee (monthly) \$5.00
Offset Fee \$2.00
Ledger Request Fee \$5.00
Pay-Per-View Automated Fee \$1.00
Pay-Per-View Fee \$5.00

3. CANCELLATION OF SERVICE

A. Your Service will continue until cancelled as provided for herein. Your subscription will be automatically renewed unless you contact us to cancel as provided for in the next paragraph.

B. You have the right to cancel your Service for any reason at any time by notifying us via telephone or in writing at the phone number or address set forth on page 1, above. Please be aware that certain promotional offers have a minimum subscription commitment (usually 12 months) and if you cancel your service prior to the expiration of that commitment, certain early termination fees may apply

C. DISH Network has the right to terminate your Services at any time without providing notice to you if: (i) you fail to pay your bill when it is due; (ii) we receive confirmation that you have received the Services, or any part of the Services without paying for them; or (iii) you otherwise violate the terms of this Agreement.

D. If your Service is cancelled for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable Fees.

E. You understand that charges for Services, once charged to your account, are nonrefundable. For monthly subscriptions, the cancellation will be effective at the end of the period covered by the last monthly bill. No refunds or credits will be provided in connection with the cancellation of monthly subscriptions. For annual or other multi-month subscriptions, the cancellation will be effective as of the date the multi-month subscription expires. Because you are receiving a discounted price in exchange for your agreement to pay for your services on an annual or other multi-month basis, in the event you cancel the Services prior to expiration of your multi-month subscription, you understand and agree that you are not entitled to any refund or credit for the unused

portions of the multi-month subscription and that we have the right to retain any prepaid monies as liquidated damages.

4. EQUIPMENT

A. In order to receive the Services it will be necessary for you to purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver, a satellite antenna, LNBF unit and remote control ("Equipment"). You will also be provided with a conditional access card ("Smart Card") that is inserted into your satellite receiver. The Smart Card remains the property of EchoStar Communications Corporation, the corporate parent of DISH Network and any tampering or other unauthorized modification to the Smart Card is strictly prohibited and may result in, and subject you to, legal action. You agree to return the Smart Card to us upon request.

B. Smart Cards are nontransferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to the Customer Service Center that your Smart Card was lost, damaged, defective or stolen we will replace it, as long as there is no evidence of unauthorized tampering or modification. A replacement fee will apply. In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery. Our Overnight Delivery Fee will apply.

C. DISH Network reserves the right to alter software in your DISH Network receiver, and provide content to PVR products, through periodic downloads. DISH Network will use commercially reasonable efforts to schedule these downloads in a manner that result in the least amount of interference with or interruption to your Service.

D. Your DISH Network receiver contains certain components and software which are proprietary to DISH Network. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within your receiver or our Smart Card. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action.

E. For proper operation of your Equipment, DISH Network requires that you connect each DISH Network receiver on your account to a telephone line. For accounts containing multiple receivers, each receiver must be connected to the same telephone line.

F. If your DISH Network Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Center immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the DISH Network Equipment. You will not be liable for unauthorized use after we have received your timely notification.

5. LEASED EQUIPMENT

A. If you decide to lease your Equipment from DISH Network, such Equipment shall at all times remain the sole and exclusive property of DISH Network and we will have the right, at our discretion, to replace it with new or reconditioned equipment and to remove the equipment upon termination of Services. None of the equipment shall be deemed fixtures or part of your realty. Our ownership of the equipment may be displayed by notice contained on the equipment. You shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return of or change in location of the equipment shall be performed by us at the service rates in effect at the time of service. You shall not attach any electrical or other devices to or otherwise alter the equipment without our prior written consent. DISH Network shall have the right to make such filings as are necessary to evidence our ownership rights in the equipment, and you agree to execute any and all documents as are necessary for us to make such filings. Upon termination of Services, you must notify our Customer Service Center to schedule the return the Equipment.

B. You shall notify us promptly of any defect in, damage to, or accident involving the equipment. All maintenance and repair of the equipment shall be performed by us or our designees. DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.

6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

DISH Network may sell, assign or transfer your account to a third party without notice to you. You may not assign or transfer your Services without our written consent which will not be unreasonably withheld. We may, however, refuse to allow you to assign or transfer your Services if you lease your Equipment or if your account has an outstanding balance.

7. LIMITATION OF OUR LIABILITY

A. WE WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH THE TERMINATION OF ALL OR A PORTION OF THE SERVICES, THE RELOCATION OF ALL OR A PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S), A CHANGE IN THE FEATURES AVAILABLE WITH YOUR DISH NETWORK DBS EQUIPMENT OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR CONTROL. WE WILL NOT BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT. WE MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DISH NETWORK DBS EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DBS EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

B. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and we shall have no liability to anyone due to or based on the content of any of the Services furnished to you.

8. WARNING AGAINST PIRACY

It is a violation of several U.S. federal and state laws to receive any Services, or any portion of such Services, without paying for them. The penalties for violating such laws can range from imprisonment to civil damage awards of up to \$110,000 per violation.

9. MISCELLANEOUS

A. Physical Address/Change of Address. When setting up your DISH Network account, you agree to provide us with the physical street address where the Equipment will be located. A post office box does not constitute a physical address and is not sufficient to meet this requirement. You agree to give us prompt notice of your change of name, mailing address, physical address where the Equipment is located or telephone number. You may do this by notifying our Customer Service Center by telephone or in writing.

B. Notice. If we send you notice, it will be considered given when deposited in the U.S. Mail, addressed to you at your billing address or hand-delivered to you. Our notice to you will also be effective if provided on your billing statement or by telephone. If you give notice to us, it will be deemed given when received by us at the address listed on the first page of this Agreement.

C. Applicable Law. This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Service is provided. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

D. Other. This document contains the entire agreement between DISH Network and you, the customer, and no salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms set forth herein. DISH Network may, however, change the terms and conditions of this Agreement in the future and will notify you if that occurs. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, shall continue thereafter until fully performed.