IN THE SUPREME COURT OF THE STATE OF NEVADA

PLUMBERS LOCAL UNION NO. 519 PENSION TRUST FUND; AND CITY OF STERLING HEIGHTS POLICE AND FIRE RETIREMENT SYSTEM, DERIVATIVELY ON BEHALF OF NOMINAL DEFENDANT DISH NETWORK CORPORATION,

Appellants,

vs.

CHARLES W. ERGEN; JAMES DEFRANCO; CANTEY M. ERGEN; STEVEN R. GOODBARN; DAVID K. MOSKOWITZ; TOM A. ORTOLF; CARL E. VOGEL; GEORGE R. BROKAW; JOSEPH P. CLAYTON; GARY S. HOWARD; DISH NETWORK CORPORATION, A NEVADA CORPORATION; AND SPECIAL LITIGATION COMMITTEE OF DISH NETWORK CORPORATION,

Respondents.

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Mar 29 2021 04:24 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court No. 81704

District Court No.
A-17-763397-B

JOINT APPENDIX
Vol. 30 of 85
[JA006726-JA006973]

Eric D. Hone (NV Bar No. 8499)
Joel Z. Schwarz (NV Bar No. 9181)
H1 LAW GROUP
701 N. Green Valley Pkwy., Suite 200
Henderson, Nevada 89074
Tel: (702) 608-3720

Liaison Counsel for Appellants

J. Stephen Peek
Robert J. Cassity
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
Tel: (702) 669-4600

Attorneys for the Special Litigation Committee of Nominal Defendant DISH Network Corporation

[Additional counsel appear on next page.]

4838-7281-5074.v1

Docket 81704 Document 2021-09010

Randall J. Baron *(Pro Hac Vice)* Benny C. Goodman III *(Pro Hac Vice)* Erik W. Luedeke *(Pro Hac Vice)* ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101-8498 Tel: (619) 231-1058 *Lead Counsel for Appellants*	C. Barr Flinn Emily V. Burton YOUNG CONAWAY STARGATT & TAYLOR, LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Tel: (302) 571-6600 *Attorneys for the Special Litigation Committee of Nominal Defendant DISH Network Corporation*

TABLE OF CONTENTS FOR VOLUME 30[1]

Document	Vol.	Page No.	Date
Report of the Special Litigation Committee of DISH Network Corporation and Appendices of Exhibits Thereto (Exs. 1-792; Appx. Vols. 1-50) **Evidentiary Hearing SLC Exhibit 102[2]**	4-73	JA000739-JA016874	11/27/18

[1] Volumes 2-85 of the Joint Appendix include only a per-volume table of contents. Volume 1 of the Joint Appendix includes a full table of contents incorporating all documents in Volumes 1-85.

[2] The Evidentiary Hearing Exhibits were filed with the District Court on July 6, 2020.

EXHIBIT 151

EXHIBIT 151

From: Stingley, Tom <Tom.Stingley@echostar.com>
Sent: Wednesday, July 19, 2006 1:58 PM
To: Metzger, Marciedes <Marciedes.Metzger@echostar.com>; Sullivan, James <James.Sullivan@echostar.com>; Carlson, Erik <Erik.Carlson@echostar.com>; Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Cohen, Mark <Mark.Cohen@echostar.com>; Steele, Dana <Dana.Steele@echostar.com>; Origer, Robb <Robb.Origer@echostar.com>; Gonzalez, Melissa <Melissa.Gonzalez@echostar.com>; Klein, Phil <Phil.Klein@echostar.com>
Subject: Re: Calls to existing Dish Network Customers

You need to please include Erik Carlson and Brain Neylon as they own these sales channels.
Sent From My Handheld

-----Original Message-----
From: Metzger, Marciedes
To: Sullivan, James
CC: Cohen, Mark; Steele, Dana; Origer, Robb; Gonzalez, Melissa; Klein, Phil; Stingley, Tom
Sent: Wed Jul 19 11:38:53 2006
Subject: RE: Calls to existing Dish Network Customers

Unfortunately, most of the time, we are not able to identify the caller and therefore we are not able to offer a complete resolution to the consumer.

The problem that I see from this complaint is that Shefali (and possibly others) are providing us with the names of the 3rd party vendors making the calls, but no one (that I am aware of) is using this information to track down who they have contracted with to make these sales calls. These are direct quotes from the body of her emails below.

"Note: Sterling Satellite is an aggressive OTM retailer with Indian call centers. They call me frequently – and I've gotten them to admit that they aren't DISH Network."

"I asked the guy where he was calling from. He said that he was calling from 'Synergy Cyber Care' in Philippines. He said that they were a third party and the calls were being made from Internet"

I think we are missing a huge opportunity to identify the retailer by not pursuing the investigation any further. Someone needs to contact Sterling Satellite and Synergy Cyber Care and request (or demand) that they divulge who contracted with them to sell Dish Network services and products. I would guess that this should be done via the legal team.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1361

Below is the formalized TCPA complaint process documented and approved by legal and in place today.

1. The complaint comes to ERT via a phone call or to DRT via a written complaint/AG/BBB.

EXHIBIT
423
WERNER
PENGAD 800-631-6989

2. The complaint is logged into the ERT or DRT tracker.

3. ERT researches to see if we called the customer and whether the consumer is on a do not call list (in most cases we are not calling the customer.)

4. ERT informs the customer that it is or is not Dish Network making the calls.

5. ERT places the customer on our internal DNC list and encourages the customer to add their name to the national and State DNC lists if they are not on them already.

6. If it is not Dish calling the customer, ERT gathers as much information from the customer as we can to help identify the caller.

7. ERT sends this information (usually the caller's phone number) to Vender Inquires.

8. Vendor Inquires replies back stating that they were not able to identify a retailer from the information supplied or that they were able to identify the retailer and provide the retailer's information.

9. ERT contacts the customer and relays the outcome of the research to the customer and provides the retailer's information to the customer if the retailer was identified. (ERT would send a letter at this point. However, we have not received approval on the letter's content from legal.)

10. ERT marks the issue as resolved in the tracker.

-----Original Message-----
From: Sullivan, James
Sent: Wednesday, July 19, 2006 10:01
To: Origer, Robb; Metzger, Marciedes
Cc: Bangert, Russell; Bragalone, Jesse; Sparks, Scott
Subject: RE: Calls to existing Dish Network Customers

Do we know what happeneds after this as stated by Vendor Inquires....

"I have forwarded this onto the CSC / ERT Department. All TCPA complaints should originate there to verify if Dish actually made those calls."

Robb, Marcy, can you help out?

J

-----Original Message-----

From: Bragalone, Jesse

Sent: Monday, July 17, 2006 10:13 AM

To: Sullivan, James

Cc: Sparks, Scott; Bangert, Russell

Subject: RE: Calls to existing Dish Network Customers

We actually have a fairly robust process when it comes to Outbound dialing from our owned and operated centers(including Orange). The majority of these complaints(that I have handled and tracked in the past) are caused by our retailers and other vendors contacting consumers on "our behalf."

Who can we reach out to in retail services to review the process and accountability for the vendors to follow the process?

-----Original Message-----

From: Sullivan, James

Sent: Monday, July 17, 2006 10:05 AM

To: Bragalone, Jesse

Cc: Sparks, Scott

Subject: FW: Calls to existing Dish Network Customers

It appears that this is a bigger issue than expected. Scott was recently with the ERT team and he heard this frequently. Has a formalized process been established yet?

-----Original Message-----

From: Shah, Shefali

Sent: Thursday, July 13, 2006 8:47 AM

To: Vendor Inquiries; Origer, Robb; Werner, Bruce

Cc: Metzger, Marciedes; Holcomb, Elizabeth; Gotto, Mark; Sultan, Leanna; Gonzalez, Melissa; Bragalone, Jesse; Sullivan, James; Carlson, Erik; Klein, Phil; Stingley, Tom

Subject: RE: Calls to existing Dish Network Customers

Hi Everyone,

I have an update for everyone - I received a call again yesterday. The number was not being displayed, it was just saying 'Out of Area'. This time I asked the guy where he was calling from. He said that he was calling from 'Synergy Cyber Care' in Philippines. He said that they were a third party and the calls were being made from Internet. I told him that I was an existing Dish Network customer and that he should remove my number from his calling list.

Thanks,

Shefali

-----Original Message-----

From: Vendor Inquiries

Sent: Thursday, July 13, 2006 7:27 AM

To: Origer, Robb; Vendor Inquiries; Werner, Bruce

Cc: Shah, Shefali; Metzger, Marciedes; Holcomb, Elizabeth

Subject: RE: Calls to existing Dish Network Customers

Thank you for your email to Vendor Inquiries.

I have forwarded this onto the CSC / ERT Department. All TCPA complaints should originate there to verify if Dish actually made those calls.

Based on the number provided, we are unable to locate a retailer with the information provided. We have tracked your information and will continue to research. The phone number is registered out of Austin, TX.

Thank you,

Lisa Vallejos

DISH Network

The contents of this electronic message and any attachments are intended only for the addressee and may contain confidential and privileged information. If you are not the addressee, you are notified that any transmission, distribution, downloading, printing or photocopying of the contents is strictly prohibited. If you have received this message in error, please notify the sender by return e-mail immediately and destroy all copies of the message and any attachments.

-----Original Message-----

From: Origer, Robb

Sent: Wednesday, July 12, 2006 9:24 AM

To: Vendor Inquiries; Werner, Bruce

Subject: Fw: Calls to existing Dish Network Customers

-----Original Message-----

From: Shah, Shefali

To: Carlson, Erik; Gotto, Mark; Origer, Robb

CC: Sultan, Leanna; Sullivan, James; Klein, Phil; Stingley, Tom; Gonzalez, Melissa

Sent: Wed Jul 12 09:20:37 2006

Subject: RE: Calls to existing Dish Network Customers

Hi Everyone,

Melissa had asked me to get the phone number from which I received the call. I looked up the number yesterday and the number is - 1-210-745-0568. Moreover, my husband also received a call again yesterday. However, there is no number on the call, it simply says 'Out of Area'. Most of the times, when we do get calls, the number always shows up as 'Out of Area'. Moreover, since I am from India, I can make out if the person on the other end of the line is of Indian origin from their accent. I just want to let you all know that all the calls are coming from people who are from India. So I am assuming that the calls are originating from there.

Please let me know what you find out.

Thanks,

Shefali

-----Original Message-----

From: Carlson, Erik

Sent: Tuesday, July 11, 2006 6:34 PM

To: Gotto, Mark; Shah, Shefali; Origer, Robb

Cc: Sultan, Leanna; Sullivan, James; Klein, Phil; Stingley, Tom

Subject: Re: Calls to existing Dish Network Customers

Please involve robb. These types of complaints can go to vendorinquiries@echostar.com

Erik

-----Original Message-----

From: Gotto, Mark

To: Shah, Shefali

CC: Sultan, Leanna; Sullivan, James; Klein, Phil; Stingley, Tom; Carlson, Erik

Sent: Tue Jul 11 18:29:50 2006

Subject: FW: Calls to existing Dish Network Customers

Hi Shefali,

We will track this down. Myself or Jesse Braglone will contact you tomorrow and get the required information.

We do need more information before we can track this too much further. We are on it...

Mark

From: Sultan, Leanna

Sent: Tuesday, July 11, 2006 3:46 PM

To: Sullivan, James

Cc: Klein, Phil; Gotto, Mark; Stingley, Tom; Carlson, Erik

Subject: RE: Calls to existing Dish Network Customers

James – there should be no way that a dish network csr is making acquisition calls to existing customers. Mark, please confirm that our processes would preclude this.

Note: Sterling Satellite is an aggressive OTM retailer with Indian call centers. They call me frequently – and I've gotten them to admit that they aren't DISH Network.

Please circle back with Phil. We've received some direction on how to handle these requests. I've also asked Tom and Erik for the process on how they want to funnel these complaints go forward.

Thanks.

Leanna

From: Sullivan, James

Sent: Tuesday, July 11, 2006 3:40 PM

To: Shah, Shefali; Sultan, Leanna

Subject: RE: Calls to existing Dish Network Customers

Hey Shafali, just want to confirm that it was a DISH Network CSR and not a retailer or Sales Partner, correct? Sorry for the inconvenience, I hope that I can help out in this scenario.

J

From: Shah, Shefali

Sent: Tuesday, July 11, 2006 1:20 PM

To: Sullivan, James; Sultan, Leanna

Subject: Calls to existing Dish Network Customers

James/Leanna,

I want to bring an important issue to your notice.

I am a Dish Network customer since Nov, 2005. However, every two weeks I receive a call from Dish Network asking me whether I have subscribed to a cable service or whether I have dish network. They call to offer me a Dish Network connection. What I fail to understand here is why the existing dish network customers are being targeted. Shouldn't the person who is calling in be aware whether the other person is an existing customer or not?

I want to escalate this issue because I have received two calls in the last two days. I just discussed this issue with my team yesterday and got a call again yesterday evening. This time I told that guy that I was already an existing customer and that I was also working at Echostar. He apologized and he said that he was not aware that I was an existing customer. He further added that he did not have a list of existing customers and so he was calling all the numbers that he was asked to call. I think that all these calls are being made from Hyderabad, India since we have a CSC center there. I have also talked to a few of my friends about it and they have also received similar calls. On one hand, we always talk about improving the customer experience and on the other the existing customers are being harassed by such calls. Please take a look at this issue and ensure that the existing customers do not receive such calls.

Thanks,

Shefali Shah

Echostar

720-514-5108

EXHIBIT 152

EXHIBIT 152

Dana E. Steele, Esq.
Direct Dial No. (303) 723-1621
Direct Fax: (303) 723-2571
Email: dana.steele@echostar.com

July 27, 2006

VIA FEDERAL EXPRESS AND FACSIMILE AT: (802) 828-2154

Elliot Burg
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, Vermont 05609-1001

Re: Civil Investigative Subpoena

Dear Mr. Burg:

Please consider this letter and the documents attached hereto as EchoStar Satellite L.L.C.'s ("EchoStar") initial response to the State of Vermont Civil Investigative Subpoena dated June 28, 2006. In addition to the enclosed, per our agreement EchoStar shall continue to timely supplement its response until the response is complete, up to and including August 10, 2006.

EchoStar asserts the following general objections as pertains to the above referenced Subpoena.

1. EchoStar objects to the Civil Investigative Subpoena ("Subpoena"), including but not limited to the Definitions, to the extent that they, individually or cumulatively, purport to impose on EchoStar requirements beyond or inconsistent with the requirements of the Vermont State and Federal Rules of Civil Procedure, or any other applicable rule or court order.

2. EchoStar objects to the Subpoena to the extent that it seeks documents or information protected by the attorney client or work product privileges.

3. EchoStar states that the investigation is on-going. As such, EchoStar expressly reserves the right to supplement and amend its response if and when it discovers additional information during this investigation.

9601 S. Meridian Boulevard • Englewood, CO 80112
Tel: (303) 723-1000 • Fax: (303) 723-1699

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1076

07.27.06 Ltr. to EBurg.doc

4. By stating that it will produce or has produced all documents in its possession, custody or control responsive to a particular document request, EchoStar does not represent that any such document(s) exist. Rather, EchoStar is responding only that, to the extent such documents are located, they will be produced.

5. EchoStar objects to each Subpoena request as overly broad to the extent that it calls for information or material without setting forth any date restriction or limitations.

Please do not hesitate to contact me via my direct line at (303) 723-1621 should you have any questions or concerns with regard to this matter.

Sincerely,

Dana E. Steele
Director and Senior Corporate Counsel

Enclosures (*via U.S. Mail only*)

ECHOSTAR SATELLITE L.L.C.
RESPONSE TO STATE OF VERMONT
CIVIL INVESTIGATIVE SUBPONENA ("SUBPOENA")

REQUEST NO. 1: State the complete corporate name, address and telephone number of EchoStar and identify and produce a copy of its incorporation documents.

RESPONSE: EchoStar Satellite L.L.C. ("EchoStar") is a Colorado limited liability company organized for profit which has its principal place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112. EchoStar Satellite Corporation is the predecessor entity to EchoStar Satellite L.L.C. A copy of the EchoStar incorporation documents shall be provided forthwith.

REQUEST NO. 2: Identify all affiliates and d/b/a's of EchoStar, including but not limited to its parent corporation, subsidiaries and any affiliates, and state the completed corporate name, address and telephone number of each.

RESPONSE: Investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available.

REQUEST NO. 3: Describe all goods and services offered or sold by EchoStar, how they are marketed and sold, and the cost of each.

RESPONSE: EchoStar states that it is engaged in the business of providing digital direct broadcast satellite ("DBS") services under the name DISH Network. EchoStar products and services include television programming and various hardware such as satellite reception equipment, receivers, and remote controls.

REQUEST NO. 4: State the name, address, telephone number and position of all persons who have, since January 1, 2004, had responsibility for investigating or monitoring the business activities of EchoStar retailers.

RESPONSE: Investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available.

REQUEST NO. 5: With respect to each of these two retailers - United Satellite and Satellite Systems Networks:

a. State the company's complete corporate name, address and telephone number;
b. State the names and positions of your "contact people" at the company;
c. State the date on which you began doing business with the company, and, if any, the date of and reason for terminating your relationship;
d. Describe the business relationship between EchoStar and the company;
e. Identify and produce any contract or agreement with the company;
f. Identify and produce all marketing materials (including, but not limited to, telemarketing scripts, training materials, print and Internet advertising, and broadcast advertising) provided to, or received from, the company, and for each such document, state its date, describe its origin, and identify the person or persons who wrote or otherwise created it;

g. Identify and produce all communications to or from the company;
h. Describe in detail any problems that you have had with the company; and identify and produce all documents relating to such problems;
i. Describe all "due diligence" steps you have undertaken with respect to the company, including, but not limited to, investigation of the company prior to entering into a contract and oversight of its ongoing business methods. For each step taken, state the date of the step and identify the person who took it;
j. State whether the company has left recorded messages on prospective customers' answering machines, and if so, state what you know about such messages; and
k. State whether the company has offered a right to cancel to prospective customers, and if so, (i) describe the terms and conditions of that right, (ii) describe how and when the right to cancel has customarily been disclosed to prospective customers, and (iii) identify and produce all documents relating to the right, including any consumer disclosures.

RESPONSE: As to United Satellite, the investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available. EchoStar further states that the EchoStar Satellite L.L.C. Retailer Agreement, dated December 31, 2004, and EchoStar Satellite L.L.C. Incentivized Retailer Agreement, dated July 6, 2006, entered into between United Satellite and EchoStar is provided herewith.

RESPONSE: As to Satellite Systems Network, the investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available. EchoStar further states that the EchoStar Satellite L.L.C. Retailer Agreement, dated December 31, 2004, entered into between EchoStar and Satellite Systems Network is provided herewith.

REQUEST NO. 6: For each Vermont resident to whom EchoStar goods or services have been sold, through, or because of a solicitation by either United Satellite and Satellite Systems Networks:

a. Describe the goods or services sold;
b. State the date and amount of any payment by the consumer and describe the method of payment (credit card, electronic debit from bank account, demand draft, monthly billing, etc.);
c. State which of the two companies were responsible for the sale or solicitation;
d. Describe any complaint by the consumer and identify and produce all documents relating to the same; and
e. If any calls to or from the consumer were recorded, identify and produce a copy of the recording, or, if not such copy is available, describe how one may access the recording, if possible.

RESPONSE: Investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available.

REQUEST NO. 7: Identify and produce copies of all consumer complaints received since January 1, 2005, relating to telephonic solicitations, including, but not limited to, correspondence, notes, and recordings of telephonic complaints.

RESPONSE: Investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the

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Confidential-US v. DISH
DISH5-0000033841
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TX 102-006005

information requested becomes available. EchoStar further states that all non-privileged documents responsive to the instant Request in the custody and control of Defendant shall be produced.

REQUEST NO. 8: State the name, address and telephone number of all retailers against which EchoStar has taken disciplinary actions (including termination of its business relationship with the retailer) since January 1, 2004, and for each such retailer, describe the circumstances of the action and what led to it.

RESPONSE: Investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available.

REQUEST NO. 9: State the name, address and telephone numbers of all retailers that, to your knowledge, have left recorded messages on prospective customers' answering machines, and if so, state what you know about such messages.

RESPONSE: Investigation and preparation of the response to this Request is in progress. EchoStar expressly reserves the right to supplement and amend its response to this Request if and when the information requested becomes available.

REQUEST NO. 10: State the name, address and position of all persons at EchoStar who participated in responding to this Subpoena.

RESPONSE: The following individual participated in responding to the instant production:

Dana E. Steele, Esq.
Director and Senior Corporate Counsel
EchoStar Satellite L.L.C.
9601 S. Meridian Blvd.
Englewood, CO 80112

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Confidential-US v. DISH
DISH5-0000033842
SLC_ DNC_Investigation_0013442
TX 102-006006

hp LaserJet 9050mfp series

Fax Call Report 1

EchoStar Satellite L.L.C.
303-723-1699
2006-Jul-27 03:33 PM

Job	Date/Time	Type	Identification	Duration	Pages	Result
573	2006-Jul-27 03:29 PM	Send	918028282154	3:40	7	Success

ECHOSTAR
SATELLITE L.L.C.

Number of Pages including Cover Page: 7

Date: July 27, 2006

To: Elliot Burg, Esq.

Re: Civil Investigative Subpoena

Fax #: (802) 828-2154

From: Denise L. Hargan, Paralegal
Tel#: (720) 514-5449
Fax#: (303) 723-3928

Dear Mr. Burg:

Please find attached Ms. Steele's letter of today's date along with EchoStar Satellite L.L.C.'s initial response, without attachments, to the above referenced matter.

Thank you very much.

Denise Hargan

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE DOCUMENTS.

9601 S. Meridian Boulevard • Englewood, CO 80112 • Tel: (303) 723-1603 • Fax: (303) 723-2085

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		Pickup/Drop Off:	give to scheduled courier at my location
		Weight:	1.0 LBS
		Dimensions:	0 x 0 x 0 in
		Declared Value:	0 USD
From:	DENISE HARGAN Echostar 9601 S. MERIDIAN ENGLEWOOD, CO 80112 US 7205145449	**Courtesy Rate Quote**	*8.01
		Discounted variable %	0.00
		Special Services:	Deliver without signature
		Purpose:	
		Shipment Type:	Express
Tracking no:	792807594287		
Your reference:	1135011600676050		
Department Number:	1135011600		
Ship date:	Jul 27 2006		
Service Type:	Standard Overnight		

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EXHIBIT 153

EXHIBIT 153

MASTER SERVICES AGREEMENT (the "Agreement")
between
EchoStar Satellite L.L.C.
and
eCreek Services, Inc.

This Agreement is entered into to enable EchoStar Satellite L.L.C. ("EchoStar"), with offices for business located at 9601 South Meridian Boulevard, Englewood, Colorado, 80112 to receive services ("Services") from eCreek Services, Inc., ("Supplier") with offices for business located at 1500 South Gaylord Street, Denver, Colorado, 80210, under the terms and conditions contained in this Agreement. The words "the Parties" refer to both EchoStar and Supplier.

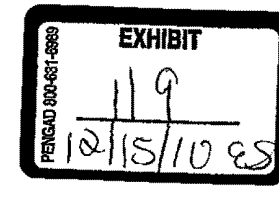
1. **TERM:** Unless terminated earlier as described herein, this Agreement shall become effective as of August 1, 2006 and shall end on December 31st, 2006.(the "Initial Term"), unless (i) terminated earlier in accordance with the terms and conditions hereof, (ii) the Parties mutually agree in writing to modify or amend the term of the Agreement.

2. **SCOPE:** The Services to be provided by Supplier are described in the subsequent Statements of Work ("SOW(s)"), which are attached and made part hereof.. SOW(s) contain descriptions of the Services, Service Fees, and Service Specifications to which the Parties have agreed. This Agreement does not commit EchoStar to purchase any minimum quantity of Services and EchoStar makes no representations or guarantees as to the quantity of Services that may be ordered from Supplier pursuant to this Agreement.

Services. Supplier shall perform the Services in accordance with policies, procedures and methodologies defined by EchoStar from time to time, and as confirmed by supplier in writing, during the term of this Agreement ("M&Ps"). It is understood that EchoStar shall be responsible for ensuring that the M&Ps are accurate, up to date and comply with all federal, state and local laws and regulations.

Supplier shall provide trained CSRs to make outgoing calls for EchoStar. Supplier will provide a system to record, status and track all outbound calls. The systems will interface with EchoStar's current order entry and data repository system.

3. **ACCEPTANCE AND WARRANTY:** Services shall be performed in a professional and workmanlike manner, consistent with the highest industry standards, and meet the satisfaction of EchoStar. Supplier warrants that the Services will conform to all Service Specifications described in the applicable SOW.



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DISH0002096
Confidential-US v. Dish
SLC_ DNC_Investigation_0010559
TX 102-006010

4. **WARRANTY; DISCLAIMERS; LIMITATIONS OF LIABILITY:**

Each party represents and warrants to the other party that:

(i) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(ii) its execution of this Agreement and performance of its obligations hereunder, do not and will not violate any agreement to which it is a party of by which it is bound;

(iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms;

(iv) it has the authority to grant the other party all of the rights granted to the other party in this Agreement;

(v) the execution of this Agreement by such party and performance of its obligations hereunder do not and will not infringe any intellectual property rights of any third party; and

(vi) it shall conduct its efforts under this Agreement in accordance with all applicable federal, state and local laws and regulations and shall promptly comply with any notices received from any governmental entity having authority or jurisdiction over such party regarding compliance with any federal, state or local laws.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY AFFILIATE OF SUCH PARTY BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTRED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREETMENT), WHETHER FORESEEABLE OR NOT, CLAIMS UNDER DEALER TERMINATION, PROTECTION, NON-RENEWAL OR SIMILAR LAWS, FOR ANY CAUSE WHATSOEVER WHETHER OR NOT CAUSED BY SUCH PARTY'S NEGLIGENCE, OR GROSS NEGLIGENCE. IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS BY SUCH PARTY BE BINDING AS COMMITMENTS OR PROMISES BY SAID PARTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EXHIBIT, AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH OF THE PARTIES AND THEIR RESPECTIVE AFFLIATES UNDER THIS EXCEED THE SUM OF THE PAYMENTS MADE BY ECHOSTAR TO ECREEK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE OCCURRENCE GIVING RISE TO SUCH LIABILITY.

5. **INDEMNIFICATION:** Supplier agrees to indemnify, defend and hold harmless EchoStar, and/or its Affiliates, and their respective employees, officers, directors, agents, and shareholders, and their respective assigns, heirs, successors and legal representatives, from and against any third party claims, demands, loss, damage or expense relating to: (i) Supplier (or any of Supplier's employees or agents, whether or not within the scope of

employment) performance or failure of performance under this Agreement and any direct or indirect results thereof; (ii) the failure of Supplier to comply with any provision of this Agreement; (iii) the breach of any of Supplier's representations or warranties contained herein; (v) any claim brought by Supplier's employees or agents for compensation and/or damages arising out of the expiration or termination of this Agreement; (vi) the omission or commission of any act, lawful or unlawful, by Supplier; (vii) any failure of Supplier to carry out its obligations required under applicable Law; (viii) bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of Supplier, its personnel or agents in connection with the performance of the Services hereunder; or (ix) any violation of a state or federal "Do No Call" or other telemarketing, regulation or statute. Notwithstanding the foregoing, Supplier shall not be liable or otherwise responsible for any third party claims, demands, loss, damage or expense arising out of or relating to (i) Supplier's use or reliance upon instructions, policies, lists, data, procedures and methodologies (including the M&Ps) provided by EchoStar; or (ii) the nature and use of EchoStar products and services.

Supplier agrees to indemnify, defend and hold harmless EchoStar, and/or it's Affiliates, and their respective employees, officers, directors, agents, and shareholders, and their respective assigns, heirs, successors and legal representatives, from and against any third party claims, demands, loss, damage, or expense relating to the infringement of any patent, trademark, copyright or trade secret. Supplier shall either procure for EchoStar the right to continued use or replace or modify the alleged infringing service or product with a product of substantially similar functionality so that such service or product becomes non-infringing.

EchoStar agrees to indemnify, defend and hold harmless Supplier, its parent and affiliated companies, and their respective employees, officers, directors, agents, and shareholders, from and against any third party claims, demands, loss, damage or expense relating to Supplier's use or reliance upon instructions, policies, lists, data, procedures and methodologies (including the M&Ps) provided by EchoStar.

6. **INSURANCE:** Supplier agrees at its sole expense; to keep the following insurance coverages in full force during the term of this Agreement:

   i. $1,000,000 General Liability with Policy Number and Expiration Date;

   ii. $1,000,000 Automobile Liability with Policy Number and Expiration Date;

   iii. $1,000,000 Umbrella or Excess Liability with Policy Number and Expiration Date; and

   iv. State Requirements for Workman's Compensations (No less than $500,000 per occurrence) with Policy Number and Expiration Date.

   The foregoing coverages shall be evidenced by certificates of insurance prior to commencement of work.

7. **COMPLIANCE WITH LAWS:** Each party shall, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations and orders including without limitation any and all telemarketing or "Do Not

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Call" statues or regulations ("Laws") applicable to Services, each party's performance under this Agreement or to each party as an employer. Each party hereby certifies compliance with all such Laws.

8. **CONFIDENTIALITY:** Each party receiving information (the "Receiving Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, customer information, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential, including but not limited to any EchoStar customer or potential customer personal data, whether provided by EchoStar or the customer, ("Confidential Information"); provided that each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business provided that they are bound by confidentiality obligations to the same extent as if they were parties to this Agreement. Neither party shall use any Confidential Information with respect to which it is the Receiving Party for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. The restrictions set forth in the paragraph shall not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) independently developed by the Receiving Party without reference to any Confidential Information of the other party. Upon request of the other party, each party shall return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other party. Each party acknowledges that breach of this provision by it would result in irreparable harm to the other party, for which money damages would be insufficient remedy, and therefore that the other party shall be entitled to seek injunctive relief to enforce the provisions of this Section.

9. **NO PUBLICITY/ADVERTISING:** Supplier shall not issue any publicity or general marketing communications concerning this Agreement, Supplier's relationship with EchoStar or any other matter concerning EchoStar without the prior written consent of EchoStar. No identification of EchoStar or use of EchoStar's, or customers, names, marks, trade names, codes, drawings, specifications or other references to EchoStar shall be used in any of Supplier's advertising, marketing or promotional activities without EchoStar's prior written permission. Supplier shall submit to EchoStar, for EchoStar's Public Relations department prior written approval which may be withheld in EchoStar's sole discretion, all advertising, press releases, and publicity matters related to this Agreement, prior to the release of any such materials, wherein EchoStar's name or names are mentioned or language, signs, markings of symbols are used from which the

connection of EchoStar's name or names may, in EchoStar's judgment, be reasonably inferred or implied.

10. **OWNERSHIP:** EchoStar will be the exclusive owner of all artwork, sketches, writings, photographs, ideas, concepts, and other work or property created or developed hereunder (the "Proprietary Materials"). The Proprietary Materials shall constitute "works made for hire," and all rights, title, and interest in such Proprietary Materials will vest in EchoStar at the time they are created or developed. Supplier hereby assigns and transfers to EchoStar, without separate compensation, all such right, title and interest that Supplier may now or hereafter have in the Proprietary Materials, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights therein. To the maximum extent allowed, Supplier hereby irrevocably and unconditionally waives, in perpetuity, any rights it may have with respect to the Proprietary Materials under any law relating to "the moral rights of authors" or any similar law throughout the world. Supplier shall promptly disclose to EchoStar all Proprietary Materials. All software, documentation, materials and information provided to EchoStar by Supplier, or utilized by Supplier, or utilized by Supplier in providing Services, that pre-exist this Agreement or are created outside of this Agreement, shall be and remain the sole and exclusive property of Supplier.

11. **DEFAULT:** The following events and occurrences shall constitute "defaults" of this Agreement: (a) any breach by Supplier of any provisions of this Agreement, including any Statement of Work which Supplier does not fully cure within fifteen (15) days after EchoStar sends written notice of breach. To the degree that Supplier's ability to cure is dependent upon EchoStar providing reasonable materials, services, or M&Ps; the fifteen (15) days shall commence upon receipt of said materials, services or M&Ps. Upon the occurrence of a default (as defined above) by the Supplier, EchoStar may terminate this Agreement upon written notice to the other Party.

12. **TERMINATION DUE TO BANKRUPTCY:** This Agreement may be terminated by either party, immediately upon written notice of termination by the other party, in the event the other party shall: (i) become solvent, (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business.

13. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** This Agreement may be terminated by EchoStar at any time without cause at EchoStar's sole and absolute discretion without liability upon 30 days written notice.

14. **RELATIONSHIP BETWEEN THE PARTIES:** The Parties are acting as independent contractors, and nothing in this Agreement shall be deemed to create a relationship of employer-employee, common law employee, principal-agent, partner, or joint venture between Supplier and EchoStar. Neither party has any authority to bind the other to any contract or agreement without the other's written permission.

15. **FORCE MAJEURE:** Either party shall have the right to delay delivery, performance or acceptance where such delay is caused by occurrences beyond its control, including without limitation, acts of God, fire, natural disaster, accident, riots or acts of government. The affected party shall notify the other party of the delay as soon as reasonably possible, and shall cooperate in minimizing the impact of such delay. If

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delivery or performance is delayed beyond ten (10) business days, the other party may terminate this Agreement in whole or in part upon written notice.

16. **GOVERNING LAW:** This Agreement shall be governed, interpreted and enforced under the laws of the State of Colorado. The state and federal Courts of the State of Colorado shall have exclusive jurisdiction to hear any suite, claim, or action arising out of or in connection with this Agreement. Supplier voluntarily consents and agrees to submit to the personal jurisdiction and venue of such Courts for such purposes.

17. **RECORDS AND AUDITS:** Supplier shall maintain complete and accurate records of all documents, data and information to support any charges to EchoStar under this Agreement, in accordance with generally accepted accounting principles, for a period of twenty-four (24) months from the date of termination of this Agreement. EchoStar shall have the right but not the obligation to conduct an independent audit of such books and records of Supplier as are necessary to verify the accuracy of the Supplier records. Any such audit shall be conducted in a manner which is not unreasonably disruptive of Supplier's normal business operations. Supplier shall make its books, records, personnel and office available for such audit during normal business hours at Supplier's principal place of business. Any audit shall be conducted by EchoStar pursuant to the Confidentiality provision herein at Section 8. EchoStar shall provide to Supplier two (2) copies of all audit reports and supporting documentation. All materials created by EchoStar with respect to the audit shall be and remain the property of EchoStar. EchoStar shall provide Supplier with reasonable advance written notice of its desire to perform an audit. Any such audit shall be at the expense of Supplier, unless such audit discloses an overpayment by the EchoStar in excess of five percent (5%), in which case Supplier shall reimburse EchoStar for such expenses. If the audit discloses any overpayment by EchoStar, Supplier shall make payment to EchoStar of such overpayment within fifteen (15) days.

18. **ASSIGNMENT AND DELEGATION:** This Agreement shall be binding upon and inure to the benefits of the Parties, their respective successors, personal representatives and assigns. Supplier may not assign this Agreement without the prior written consent of EchoStar.

19. **WAIVERS:** The waiver of any term hereof shall be binding only when committed to writing. No waiver, whether express or implied, shall be construed as a waiver of the same or any other term, condition or right on any other occasion.

20. **MODIFICATIONS OR AMENDEMENTS:** No modifications or amendments shall be made to this Agreement unless in writing and signed by the Parties.

21. **SURVIVAL OF OBLIGATIONS:** The respective obligations of Supplier and EchoStar which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement shall survive.

22. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the Parties with respect to the Services provided. This Agreement supersedes all prior oral or written communications or agreements of the Parties with respect to the Services described in the applicable SOW.

23. **SEVERABILITY:** In the event that a court or a governmental or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful respectively, this Agreement or that provision of this Agreement, to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but he Parties can continue legally, commercially, and practically without the terminated provision, the remainder of this Agreement shall continue in effect. No additional liability shall attach to either party as a result of any such termination.

24. **AUTHORIZATION:** Supplier's execution, delivery and performance of this Agreement (i) have been authorized by all necessary action, if any; (ii) does not violate any law, rule, or regulation or the terms of any order, judgment, or decree to which Supplier is subject, or the terms of any material agreement to which Supplier or any of its assets may be subject; and (iii) is not subject to the consent, approval or other action of any third party.

25. **NOTICES:** Any notice, request, designation or other communication required or permitted to be given hereunder shall be in writing any may be given by personal delivery, regular mail or overnight mail and shall be deemed sufficiently given if delivered or addressed to EchoStar or Supplier at the respective addresses set forth herein. Mailed notice shall be deemed given upon actual receipt at the address required, or two (2) business days following deposit in the mail, postage prepaid, whichever first occurs. Overnight mail shall be deemed given on the following business day. Personal delivery shall be deemed given on the day it is so delivered. Either party may by notice to the other, specify a different address for notice purposes and copies all notices or requests required or permitted to be given hereunder shall be concurrently transmitted to such party or parties at such address at EchoStar or Supplier may from time to time designate by notice.

If to Supplier:

eCreek Services, Inc.
1500 South Gaylord Street
Denver, Colorado, 80210
Attention: Scott Larson

If to EchoStar:

EchoStar Satellite L.L.C.
Attn: Chris Palmer
9601 South Meridian Boulevard
Englewood, CO 80112

With a copy to:

EchoStar Satellite L.L.C.
Attention: General Counsel
9601 South Meridian Boulevard
Englewood, CO 80112

The Parties, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives on this dates set forth below.

EchoStar Satellite L.L.C. By EchoStar DBS Corporation, its sole member	eCreek Services, Inc.
_____ (authorized signature)	_____ (authorized signature)
_____ (title)	_____ (title)
_____ (execution date)	_____ (execution date)

EXHIBIT A

SUBJECT TO MASTER SERVICES AGREEMENT BETWEEN ECHOSTAR SATELLITE L.L.C. AND ECREEK SERVICES, INC. ("AGREEMENT")

DEFINITIONS OF PERFORMANCE METRICS

The terms and conditions of this contract are predicated upon the following definitions. These definitions cannot be changed without the mutual agreement of both parties. Changes to these definitions may necessitate changes to terms and conditions elsewhere in the Agreement.

"Average QA Score" means the total number of points awarded on all QA forms/Total number of points possible on all QA forms

"Agent Completes" means the Leads dispositioned as a sale, refusal (not interested), customer hung-up, already ordered service, wrong or invalid telephone number, no English and suppression.

"Calling Hour(s)" means the total number of hours an agent is performing Talk Time, Wait Time and After Call Work functions.

"FTE" means Full-Time Equivalent

"Hold Time (seconds)" means the time that a CSR places a customer on hold.

"Lead" means a potential customer or subscriber of any of the services of EchoStar or an EchoStar Customer.

"List Penetration" means the totals resulting from: the sum of the Agent Completes and the System Completes divided by the number of Forecasted Leads for the duration of any specific campaign.

"Presentation" means a call in which the Outbound CSR is able to present to a Lead the features and the benefits (service points) of the service.

"Productivity (%)" means the call time + hold time + ACW + Available Time + EchoStar training/staff time.

"QA Completed" means the number of QA observations recorded in a sample or specified period of time.

"QA Score" means the number of points awarded on the QA form divided by the total number of points possible on the QA form.

"Sales per Hour" means the total number of Sales divided by the total Calling Hours during a specific time period identified by EchoStar.

"Sale(s)" means a sale of Dish Network services and/or products by an Outbound CSR which has been confirmed by a Sales Confirmation Agent.

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Confidential-US v. Dish
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"Sales Confirmation Agent" means an Outbound CSR who provides sales verification during the course of the Outbound Services.

"Staffed Time (hours)" means the total time a CSR is on supplier premises engaged in client activity minus unpaid leave (i.e. lunch) time.

"System Completes" means the Leads completed, other than an Agent Complete, according to system parameters defined by EchoStar in the Outbound Dialer Software. For the terms of this SOW, records automatically complete after six attempts, when a number has been disconnected or is no longer in service, after the record has been dispositioned by an agent as "answering machine" three times or more, modem or fax is detected.

"Upsell (count)" means the successful sale and/or change with a Customer from at least one product or series of products to another, as desirable by EchoStar, on one specific Complete or Call Handled.

"Upsell Rate (%)" means the total Upsells divided by the total Calls Handled

"Uptime (%)" means the total business hours minus the total time of outages divided by the total business hours.

"Wait Time" means the time an Outbound CSR is logged into a dialer and waiting for the delivery of a call.

"Close Ratio" means the total number of campaign sales divided into the total number of presentations.

"Billable Hour" means the total time logged in and dialing EchoStar campaigns (this number should be used when calculating SPH/CPS performance).

"Abandoned Call" means any call where the telephone connection is terminated prior to the called entity being transferred to a CSR and/or any call not transferred to a CSR within two seconds of the called entity's completed telephone greeting.

STATEMENT OF WORK

SUBJECT TO MASTER SERVICES AGREEMENT BETWEEN ECHOSTAR SATELLITE L.L.C. AND ECREEK SERVICES, INC. ("AGREEMENT")

ECHOSTAR OUTBOUND CURRENT CUSTOMER UPGRADE CALLING PROGRAM

SECTION ONE: SERVICES

A. **Outbound Calling.** Supplier shall provide sales agents for outbound calling program to upgrade existing Dish Network customers from their current price plans and features packages to new programs to generate additional revenue for EchoStar.

B. **Initial Training.** The training for new hires for this program is 24 hours. Supplier shall be responsible for all initial training expenses and for all attrition replacement initial training expenses. Training length can not be changed without prior written consent of EchoStar. Initial training includes classroom training, agent call monitoring and agent nesting.

C. **Reoccurring Training.** All reoccurring training and/or other training will not be billable and is the sole responsibility of the Supplier.

D. **Dialer Administration.** This program will require full-time dialer administration provided by Supplier to ensure that the predictive outbound dialer runs within legal requirements for each state. Supplier is responsible for ensuring legal compliance with all telemarketing laws as they apply in each state.

E. **Hours of Operation.** The hours of operation for this SOW shall be governed by the individual laws of all states and any federal regulations. No calling shall be done outside the legally allowed calling hours for each state. Hours of operation for inbound services are subject to the needs of EchoStar.

F. **Staffing.** EchoStar anticipates initially requesting Supplier to deliver up to a minimum of 50 FTE and will not pay for dialing hours that exceed the level of 60 FTE. Changes to these staffing levels of more than 15% require thirty (30) days advanced notice. Supplier will make reasonable efforts to accommodate requested changes in staffing levels in less than such thirty (30) day period. EchoStar makes no representation or warranty as to the number of billable full-time equivalents it will order in any given month.

G. **Services Locations.** Supplier shall perform the Services at Supplier-owned and/or Supplier-operated facilities. Supplier shall provide the building, telecommunications lines and, switch, Interactive Voice Response (IVR) system, predictive dialer, remote monitoring application and associated toll free number(s), universal power supply (UPS), desktop computers, office suppliers, dedicated workspaces and any other labor, tools, equipment, and materials necessary to perform the Services in accordance with the M&Ps and Performance Metrics (as defined below). Unless otherwise provided in this Agreement, Supplier shall be responsible for all costs

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Confidential-US v. Dish
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associated with Supplier's facilities. EchoStar shall have the right, to the extent permitted by law and at no additional expense, to inspect the Services being performed at any facility at any time during normal business hours to ensure compliance with EchoStar's performance, operational and quality control standards.

H. **Supplier Personnel.** Supplier will recruit, train, and staff the appropriate number of Supplier personnel necessary to perform the Services. Supplier reserves all rights pertaining to the selection, employment status and disposition of all Supplier employees engaged in the Services (each, a "CSR"), *provided* that if EchoStar reasonably requests in writing Supplier to remove any personnel performing Services pursuant to this Agreement, Supplier shall promptly comply with such request.

I. **Training.** Supplier shall train all CSRs in accordance with the M&Ps. EchoStar shall provide training resources for training of Supplier employees, unless otherwise agreed. Supplier shall provide training materials for training of Supplier employees, unless otherwise agreed. Supplier will ensure that each CSR has the necessary functional and EchoStar-related training to successfully perform the Services. In addition, before a function is performed by an individual assigned to that function, Supplier shall verify that the necessary skills have been attained through the use of certification of skills program. EchoStar shall act on behalf of Supplier to secure training resources from programmers and other vendors whose products Supplier will be selling.

J. **Lists.** EchoStar will provide Supplier with lists for outbound dialing. EchoStar shall provide adequate leads to support agreed upon staffing levels. It is the Supplier's responsibility for screening all lists for Federal Do Not Call compliance, and all other legal and regulatory compliance.

K. **Reporting.** Supplier shall provide the reporting described in this SOW(s). In addition, Supplier shall provide downloads of all call handling data to EchoStar by 8am the following day and in a reasonable format as required by EchoStar. Supplier shall also provide regular updates of call and/or contact handling data in the course of the day as reasonably required by EchoStar, including notifying EchoStar of any customer who requests to be included on EchoStar's internal Do-Not-Call list. This data shall include, but is not limited to, all Supplier switch data pertaining to EchoStar inbound and outbound calls, email and web chat transactions, and specific call handling detail for all CSRs and supervisors.

L. **Quality Control.** Supplier shall provide Quality Assurance ("QA") monitoring. Supplier shall include results of quality measurements in weekly reports provided to EchoStar. Supplier shall review its performance of the Services with EchoStar on a monthly basis including, but not limited to, Supplier's compliance with M&Ps and Performance Metrics, changes to the Services performed by Supplier conducted under this Agreement, appropriate FTE levels, and process improvement activities. Supplier shall provide detailed business continuity plans and fail-over procedures to ensure the continuous performance of the Services in the event of any act of God or other action that materially impairs Supplier's primary location(s).

M. **Call Quality.** Supplier shall ensure that quality methodology, criteria and call-handling procedures are consistent with EchoStar standards and objectives. Call quality shall be measured using the following types of observations; (a) EchoStar

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Confidential-US v. Dish
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observation; (b) EchoStar/Supplier joint observations; and (c) Supplier observation. Supplier shall conduct a minimum of one (1) formal observation per CSR per week, to be scored by a Supplier representative. An agreed upon number of EchoStar observations and EchoStar/Supplier joint observations shall be performed per call center per month. The call quality observation form to be used in this process shall be provided by EchoStar. Results shall be used to provide both immediate and monthly feedback to CSRs and Supplier management. The call quality scoring criteria used by Supplier will match that used by EchoStar. Supplier will conduct a higher number of quality observations on CSRs who are not meeting performance standards. Calibration sessions will be conducted at least once per calendar month to ensure that EchoStar and Supplier scoring are in alignment. If there is a scoring discrepancy over 10% then an additional calibration(s) need to be scheduled until the discrepancy is corrected.

N. **Customer Information.** All customers who are called by Supplier's call center(s) in connection with this Agreement are considered customers of EchoStar ("EchoStar Customers"). EchoStar is the owner of all information relating to any EchoStar Customer collected by or for Supplier (including, without limitation, names, addresses, e-mail addresses, telephone numbers, information regarding purchasing habits, and other personally-identifying information) (collectively, "Customer Information"), along with all associated intellectual property rights, and Supplier shall treat the same as Confidential Information. Supplier shall adopt policies to protect such Confidential Information with respect to EchoStar Customers and potential EchoStar Customers as EchoStar may reasonably specify from time to time. To the extent that Supplier at any time has or obtains any right, title, or interest with respect to any Customer Information or any associated intellectual property rights, Supplier hereby assigns and agrees to assign the same to EchoStar. Without limiting the generality of the foregoing, Supplier covenants that it will not at any time during or after the term of this Agreement; (i) sell, rent, or otherwise authorize any third party to use, sell, or rent any customer information including without limitation phone numbers or equivalent individual addresses of EchoStar Customers ("Customer Addresses"); or (ii) use, or authorize third parties (including, without limitation, subsidiaries and affiliates of Supplier) to use, Customer Addresses or any portion thereof received by Supplier in connection with this Agreement with this Agreement to send or otherwise initiate the transmission of any marketing, solicitation, phone calls, text messages or emails to EchoStar Customers. Notwithstanding the foregoing, and consistent with the terms and conditions in this Agreement, Supplier may retain and utilize information regarding EchoStar Customers it obtains for EchoStar as necessary to perform its obligations under this Agreement.

O. **EchoStar Materials.** EchoStar shall provide information reasonably required by Supplier to perform Services under this Agreement, including, but not limited to, current process performance statistics, and key contacts for problem escalation. EchoStar shall provide all systems access as required by EchoStar for Supplier to complete the work outlined in this SOW.

P. **Changes and Special Projects.** Changes and Special Projects (as defined below) are subject to mutual agreement of the Parties and may result in additional fees. Changes and Special Projects shall be authorized and documented according to the procedures described below. EchoStar shall complete the Work Authorization Form attached to

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the Master Services Agreement under which this SOW is applied ("Work Authorization Form") and email the form to Supplier. Supplier shall acknowledge receipt of the Work Authorization Form with one (1) business day of receipt. Supplier shall then evaluate the impact of changes and estimated scope, timeframe, and fees associated with implementing the changes, providing such information to EchoStar in the Work Authorization Form as an e-mail attachment within a mutually agreed timeframe. EchoStar and Supplier shall discuss and agree on the work to be performed by Supplier, requirements, resources, timeline, and fees, updating the Work Authorization Form accordingly. Upon written authorization from EchoStar to proceed with the work described in the Work Authorization Form, Supplier shall complete the work within the agreed timeframe. Changes and Special Projects shall be billed according to the hourly rate stated in the applicable SOW and shall be itemized by the particular Change or Special Project along with the dates each was performed during the calendar month

"Changes" to the Scope of Work in this Agreement shall be defined as any modifications requested by EchoStar that materially alter the Services, including but not limited to, alterations in EchoStar policies, technologies, M&Ps, standard reporting and any changes necessary to comply with federal or state statutes and regulations.

"Special Projects" shall be defined as any services provided by Supplier to meet short-term, situational EchoStar needs not contemplated by this Master Services Agreement or subsequent SOW(s), including, but not limited to, statistical studies, software development, special data handling, and rework queues.

SECTION TWO: FEES & PAYMENT

A. Fees.

1. CSR Fees.

EchoStar will pay Supplier a fee for the Services in the amounts set forth below per Billable CSR hour (as defined in the Master Services Agreement):

EchoStar CSR $24.00 / billable hour

2. Training.

a. Supplier is responsible for all initial training for new hires, as well as training required to replace agents due to attrition.

B. Invoices. Supplier will invoice EchoStar for the fees payable pursuant to this Agreement on a monthly basis; EchoStar will pay all undisputed invoices within forty five (45) days of the date of invoice.

SECTION THREE: PERFORMANCE METRICS

A. General. Supplier will continually pursue optimum performance, availability and reliability of the Services. Accordingly, Supplier makes the guarantees outlined in this SOW relating to the Services.

B. Performance Metrics. Supplier makes the following guarantees respecting the Services; the metrics below are defined in the table set forth in the Master Services Agreement. Calculations for compliance with the Performance Metrics shall be computed on a monthly basis. Days in which adequate leads are not provided shall not be included in the monthly computation of Service Level and Average Handle Time metrics. Failure to meet any of the Performance Metrics shall constitute a default pursuant to Paragraph 11.

Sales Per Hour
Cost Per Sale
Gross Leads
Total Completes
Quality
Total Dialed

C. Sales Effectiveness

Sales performance will be measured on lists provided by EchoStar.

EchoStar will provide Forecasted Leads at least one (1) week before Outbound Services will be provided. This will allow eCreek to allocate appropriate staffing and support depending on the number of Leads or campaigns forecasted. EchoStar will provide the specific information below at least 1 day in advance before dialing of the campaign/s.

1. total number of leads
2. typed of campaign (premium service offered and if (pay or multi-pay list)
3. EchoStar Customer's other services – basic package, other premium services
4. Sales goal for the campaign
5. Extract ID

Presentations per Hour

SLA: The expected range is 8-20 Presentations per Hour.

Description: Presentations per Hour is the total number of Presentations over the total Calling Hours.

Measure: Presentations per Hour will be evaluated per campaign once the specific campaign is completed or EchoStar's desired List Penetration has been achieved.

Sales Per Hour

SLA: The expectation is for eCreek to reach the Sales per Hour goal. Such Sales per Hour goal shall be determined by EchoStar and mutually agreed to by the parties prior to commencement of any campaign.

Description: A Sale of Dish Network services and/or products to a Lead. For a Sale to be valid, a Sales Confirmation Agent must verify. All Sales, whether system tracked or manually tracked must be successfully verified by a Sales Confirmation Agent. Sales per Hour is the total number of Sales over the total Calling Hours.

Measure: Sales per Hour will be evaluated per campaign once the specific campaign is completed or EchoStar's desired List Penetration has been achieved.

List Penetration

SLA: eCreek will be expected to reach a minimum of 75% List Penetration on each campaign assigned by EchoStar, unless otherwise directed by EchoStar. Lists will also be retired after 14 days of receipt, regardless of penetration.

Description: The sum of Agent Completes and System Completes divided by Forecasted Leads for a specific campaign.

Measure: List Penetration will be evaluated per campaign.

D. Quality Assurance ("QA")

Quality Assurance Scores

SLA: 90% of the eCreek calls in each category of call (i.e. Sales Confirmation Call and Sales calls) that are monitored must have a score of 90 or greater.

Measured: Weekly.

Note: QA monitoring for the purpose of this metric will be conducted by EchoStar personnel who will calibrate QA scores with OKS- Ameridial personnel.

JA006764
Dish-02002112

Confidential-US v. Dish

SLC_ DNC_Investigation_0010575
TX 102-006026

SECTION FOUR: REPORTING REQUIREMENTS

Supplier shall provide reports to EchoStar. The reports shall include the statistics set forth below; definitions of these statistics are shown in Master Services Agreement. Unless otherwise agreed by the Parties, all reports shall be delivered to EchoStar in a form and format to be specified by EchoStar from time to time during the term of this Agreement.

Supplier shall provide a web-based reporting resource, which shall be available to EchoStar on a secured web site, shall include an interface that allows selection of variable date ranges, and shall provide filters and export formats in HTML and Excel.

Please see the attachment for Reporting Template.

JA006765
DISH602002113

Confidential-US v. Dish

SLC_ DNC_Investigation_0010576
TX 102-006027

EXHIBIT 154

EXHIBIT 154

From: DeFranco, Jim
Sent: Monday, August 07, 2006 8:20:30 PM
To: Metzger, Marciedes; Werner, Bruce; Origer, Robb; Carlson, Erik
CC: Steele, Dana
Subject: Re: an UNPLEASANT story!!!!!

I agree with Marci. Additionally all retailers who use the Web should be reqiured to disclose who they are so consumers do not believe they are on the Dish Network site. Erik has the ball to review and make a recommendation.

-----Original Message-----
From: Metzger, Marciedes
To: Werner, Bruce; Origer, Robb
CC: DeFranco, Jim; Steele, Dana
Sent: Mon Aug 07 18:14:29 2006
Subject: RE: an UNPLEASANT story!!!!!

Every retailer or sales partner should be required to clearly identify the name of their company in all call openings "Thank you for calling Dish Pronto, my name is Sam. How may I help you?"

I have called several of these back phone numbers back and this is far from thee first time that the company misleads the customer into thinking that they are speaking with Dish Network. Even saying I am representing Dish Network is extremely misleading.

It is this very fact that is under investigation. Do they or do they not represent Dish Network and if they do, is DISH Network then responsible for the 3rd party actions?

-----Original Message-----
From: Werner, Bruce
Sent: Monday, August 07, 2006 18:00
To: Metzger, Marciedes; Origer, Robb
Cc: DeFranco, Jim; Executive Communications; Steele, Dana
Subject: RE: an UNPLEASANT story!!!!!

Marcie I sent an e-mail to Mr. Woodzelle inviting him to provide additional information. I provided my phone number and e-mail contact information. In addition I offered that if he sent a phone number I would contact him promptly.

I also called the 866-700-6542 phone number. The representative I spoke with, Brian Stevenson, said that he represented DISH Network for AllSat and DISH Pronto.

It is unclear that any laws have been broken without speaking with Mr.Woodzelle.

Bruce M. Werner
General Manager of Risk in Retail Services
720.514.5745

CONFIDENTIAL - SUBJECT TO ATTORNEY / CLIENT AND WORK PRODUCT PRIVILEGES
The contents of this electronic message and any attachments are intended only for the addressee and may contain confidential and privileged information. If you are not the addressee, you are notified that any transmission, distribution, downloading, printing or photocopying of the contents is strictly prohibited. If you have received this message in error, please notify the sender by return e-mail immediately and destroy all copies of the message and any attachments.

-----Original Message-----
From: Metzger, Marciedes
Sent: Monday, August 07, 2006 4:42 PM
To: Origer, Robb; Werner, Bruce
Cc: DeFranco, Jim; Executive Communications; Steele, Dana
Subject: RE: an UNPLEASANT story!!!!!

Rob and Bruce,

I have not been able to reach the customer yet to follow up with him.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0650

Please investigate further and let me know what actions if any we will take with AllSat.

I called the phone number below that the customer provided as belonging to the caller (866-700-6542). The agent who answered the phone identified herself as Katrina Jones. When I asked where she was located, she told me she was located in New York. She had a very thick accent and it was clear that English was her second language.

I asked her for the name of the company she worked for at least 5 or 6 times. Each time she identified the company as DISH Network and stated that she worked in the DISH Network Retail Sales Department.

I specifically asked is she worked for a 3rd party and she again said she worked for DISH Network Sales Department.

I identified my self by name, position and company and I escalated to her supervisor.

The supervisor stated that the company name is Explore Tech located in India and that they have been contracted by AllSat to take inbound calls and make outbound sales calls Selling DISH Network products and services.

Thanks you,
Marcie

-----Original Message-----
From: DeFranco, Jim
Sent: Monday, August 07, 2006 12:35
To: Executive Communications; Metzger, Marciedes
Subject: Fw: an UNPLEASANT story!!!!!

Please handle.

-----Original Message-----
From: stan woodzelle <wdzl@webband.com>
To: DeFranco, Jim
Sent: Mon Aug 07 11:14:19 2006
Subject: an UNPLEASANT story!!!!!

mr. defranco.....
several days ago, i decided to explore the possibility of returning to DISH NETWORK.
i left some time ago, because of one dish network's unacceptable policies.

i logged onto your web page, and discovered that you think you're going to review my c
redit history to "allow" me to become a customer again.

THIS IDEA IS UNACCEPTABLE ON EVERY LEVEL!!!

my credit scores are PRIVATE, and they will REMAIN SO, so i logged off your web page.

soon after this, some LITTLE PUNK at (866 700 6542), called me and tried to tell me it was
ONLY A "SOFT" CREDIT CHECK!!! he seemed to think this make it "ALL RIGHT"?????

I TRIED TO CALL THIS NUMBER, AND SEE YOU DO NOT ACCEPT INCOMING CALLS!!!
APPARENTLY THIS NUMBER IS ONLY FOR HARASSING CUSTOMERS???

i told him there would BE NO CREDIT CHECK OF ANY KIND!!!

THAT THE WHOLE IDEA WAS AN OUTRAGE, AND UNACCEPTABLE AT ANY LEVEL!!! he persisted with his crap that there was not problem, so i hung up on him.

during that night, i was bombarded with approximately 40-50 calls mostly from this number, and
a few "masked" numbers, ie: "caller unknown". these calls went on till late in the evening.
the phone would ring, and nobody was on the other end!!!

the next day, i started getting "spammed".....receiving HUNDREDS OF JUNK EMAILS, basically from cell phone companies, telling me about their wonderful offers.

obviously, this little TURD was retalliating against me for not submitting to the "DISH NETWORK SCREENING" that he

tried to get me to consent to.

THIS BEHAVIOR IS WAY OVER THE LINE!!!

I AM GOING TO PURSUE A COMPLAINT AGAINST DISH NETWORK, AND THIS LITTLE PUNK.
I DO NOT INTEND TO SUBMIT TO SUCH HARRASSMENT AT ANY LEVEL!!!!!

CLEARLY, YOUR PEOPLE THINK THEY CAN BULLY ANYONE THEY WANT FROM BEHIND THEIR "CLOAK OF SECRECY", i think not.

stan woodzelle
a former customer!!!

EXHIBIT 155

EXHIBIT 155

From: Neylon, Brian </O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=NEYLBRI>
Sent: Thursday, August 10, 2006 11:37 AM
To: Origer, Robb <Robb.Origer@echostar.com>; Carlson, Erik <Erik.Carlson@echostar.com>
Subject: RE: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

---

Mills has been involved since Monday night. Has requested the call from Benny, Dale and Joseph. Should have today. No need for Werner to request call.

Thanks

-----Original Message-----
From: Origer, Robb
Sent: Thursday, August 10, 2006 8:22 AM
To: Neylon, Brian; Carlson, Erik
Subject: Re: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

I'll ask Werner to ask Dale -

-----Original Message-----
From: Neylon, Brian
To: Carlson, Erik; Origer, Robb
Sent: Thu Aug 10 08:21:04 2006
Subject: RE: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Robb,

Could we ask Dale for the recording of the specific call? Or I can run it down through Benny?

-----Original Message-----
From: Carlson, Erik
Sent: Wednesday, August 09, 2006 10:09 PM
To: Neylon, Brian; Origer, Robb
Subject: FW: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Fyi. We should discuss cohen's comments

-----Original Message-----
From: Moskowitz, David
Sent: Wednesday, August 09, 2006 7:45 PM
To: Carlson, Erik
Subject: FW: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Let's be sure and discuss.

-----Original Message-----
From: Dugan, Mike
Sent: Wednesday, August 09, 2006 11:56 AM
To: Moskowitz, David
Subject: Fw: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1200

Mills
DEPOSITION EXHIBIT
472
5-3-12

Fyi
Sent From My Handheld

-----Original Message-----
From: Cohen, Mark
To: Dugan, Mike
Sent: Wed Aug 09 11:49:48 2006
Subject: Re: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Not telco.

OE partners. This one is Guru. They are not the only one

Thanks,

Mark Cohen
303-723-3170

-----Original Message-----
From: Dugan, Mike
To: Cohen, Mark
Sent: Wed Aug 09 11:48:19 2006
Subject: Re: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Sales partner implies tellco
I assume they are not the problem
Sent From My Handheld

-----Original Message-----
From: Cohen, Mark
To: Dugan, Mike; Galvin, Joe; Metzger, Marciedes
Sent: Wed Aug 09 11:32:12 2006
Subject: Fw: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Mike and Joe:

A VERY common issue. Misinformation on pricepoint and package.

Our data shows this issue is much worse in the Sales Partner channel. I would say the issue is epidemic and the small changes Sales has made has not addressed the heart of the problem.

I strongly support more aggressive chnages to help improve quality in the on boarding process from that specific channel.

Seems the Sales continues to feel that the problem is not as bad as I view it

I recommend:

1. Severe penalties for poor misinfo issues. (Similiar to how we manage traditional retailers)

2. Live QA monitoring of all partners

3. Severe penalties for telemarketing issues

4. Task force involving top 10 partners to adress failures in disclosure process

5. I feel that we need to work very closely with Sales to resolve this issue. I am open to meeting individually with partners to explain the issues.

Thanks,

Mark Cohen
303-723-3170

-----Original Message-----
From: VanLaethem, Eric
To: Cohen, Mark; Metzger, Marciedes
CC: Executive Communications
Sent: Wed Aug 09 11:18:15 2006
Subject: RE: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

The customer was given miss information from Marketing Guru. They did not receive the channels that were requested and none of the additional fees were disclosed.

The customer is going with another provider unfortunately but they have my contact information for any other questions.

Thanks,
Eric VanLaethem
Executive Office of DISH Network
CEO Escalations
Direct: (720)514-8217

-----Original Message-----
From: Cohen, Mark
Sent: Wednesday, August 09, 2006 10:40 AM
To: Executive Communications; Metzger, Marciedes
Subject: Michael Durso - 8255909640149974 - Eric - Issue 15901 -

Please resolve and status

Thanks,

Mark Cohen
303-723-3170

-----Original Message-----

From: Dugan, Mike
To: Cohen, Mark
Sent: Wed Aug 09 10:22:50 2006
Subject: Fw: Customer complaint and loss

Sent From My Handheld

-----Original Message-----
From: Michael Durso <solo_m@yahoo.com>
To: Michael Durso <solo_m@yahoo.com>; CEO; CEO; Audio-Video-Quality; Dugan, Mike; DeFranco, Jim; Mary.Davidson@echostar.com <Mary.Davidson@echostar.com>; CoopAdvertising; FeedBack.CustomerMail

Sent: Wed Aug 09 10:20:57 2006
Subject: Re: Customer complaint and loss

Dear Jay C.,

Thank you for a timely response to my letter. However I feel it is very generic and impersonal. And it certainly does not address any issues that occurred!

I do not feel that it was taken seriously. It was merely, "Oh well. You can't please everyone. So what?"

This is EXACTLY the same "service" that got us to where we are today!

Now that I have helped you in bringing this to your "attention so that [we] may address this issue with the appropriate personnel," what about your plans in making this right for me and my family?

Or is that it?

Sincerely,
Michael Durso
7543 N. Neva Ave.
Niles, Illinois 60714

Account number: 8255909640149974
Home: 847-647-7431
Work: 847-407-8542

--- FeedBack@customermail.dishnetwork.com wrote:

>
> Dear Mr. Durso,
>
> Thank you for your e-mail. We would like to apologize on behalf of the
> DISH Network for the way that your issue was handled by our
> representatives. We take our customer service seriously and strive to
> be the best in our industry. Our customers are very important to us
> and we sincerely apologize for the service that you have received.
>
> Please understand that as a growing company, we are continuously
> training all of our employees and constantly re-evaluating our
> customer service. There is no excuse for being inconsistent or
> insufficient to those that have made us what we are today-our
> customers!

>
> We pride ourselves with providing each and every customer with a
> positive experience when contacting us. Feedback from our customers,
> both positive and negative, drives the quality of our customer
> service.
> It is apparent in our quest for providing our customers with world
> class customer service, we have fallen short.
>
> We appreciate that you have brought this to our attention so that we
> may address this issue with the appropriate personnel.
> Once again, please
> accept our sincerest apologies and we thank you for your feedback.
>
> Your business is greatly appreciated and we thank you for allowing us
> to be of assistance to you. If you have any further questions or
> concerns, please refer to www.dishnetwork.com
> <http://www.dishnetwork.com/> or reply to this email.
>
>
>
> Sincerely,
>
> Jay C.
> TID:OR-Chrysler
> DISH Network eCare
>
>
> -----Original Message-----
> From: Michael Durso [mailto:solo_m@yahoo.com]
> Sent: Tuesday, August 08, 2006 2:24 PM
> To: FeedBack
> Subject: Customer complaint and loss
>
> To Whom It May Concern,
>
> Please find attached letter regarding my experience
> with Dish Network.
>
> Thank you.
>
> Sincerely,
> Michael Durso
> 7543 N. Neva Ave.
> Niles, Illinois 60714
>
> Account number: 8255909640149974
> Home: 847-647-7431
> Work: 847-407-8542
>
>
>
> _____
> Do You Yahoo!?
> Tired of spam? Yahoo! Mail has the best spam
> protection around
> http://mail.yahoo.com
>

Do You Yahoo!?
Tired of spam? Yahoo! Mail has the best spam protection around
http://mail.yahoo.com

EXHIBIT 156

EXHIBIT 156

ECHOSTAR SATELLITE L.L.C.

August 29, 2006
Legal TCPA Meeting

1) Cease and Desist Templates -
   i. Yellow page advertising listing Retailers business name as "Dish Network";
      1. **(Draft was updated 8/22/06)**
      2. What other actions can/should we take? – need Legal to advise;
   ii. Terminated Retailer/continued marketing of Dish Network services **(Quad City Satelite)**
      2. What other actions can/should we take? – need Legal to advise; (open – Legal to investigate costs to pursue; business to decide action)
         - Termination was June 5
         - Cease and Desist was Faxed Friday August 4.
         - **Post Term Marketing C&D Failure to Comply (Updated 082206)**
         - **Chicago Office confirmed actions 8/25/06 – Logos remain on two trailers, Storefront, Web Site – (DISH and Direct TV)**

2) TCPA –
   i. Sterling Satellite
      1. TCPA violation letter was sent 8/17/06 as a result of purchase (Rawal)
      2. **Retailer provided a first round of documentation regarding repeated TCPA violations. Sterling representatives will be onsite Friday 9/8/06 to answer additional questions.**

   ii. Satellite Systems Now
      1. **TCPA violation letter will be sent 8/29/06 as a result of purchase (Todd)**

   iii. United Satellite
      1. TCPA violation letter was drafted 8/17/06 as a result of purchase (Todd / Telis)
      2. **Representatives of United Satellite were on site 8/23/06 to respond to concerns about repeated violations of TCPA. A request for documents due 8/23/06 was not fulfilled. Request for written acknowledgement of issues was due 8/25/06 but was also not fulfilled.**

3) Satellites and More – **Settlement offer is Pending**

4) Disclosures – Retail Services creating some communication/tracking/reporting processes related to pre-sale disclosures. Legal to provide final guidance on process expectations for compliance. RS to outline workflow to support. **(Steele, Gowland and Kuelling to meet)**

5) "Sting" - Green Dot credit card number and expiration date was provided. **Has the card been used?**

6) Dish Pronto – **Validate TCPA violation template**

7) Retail Services to update Visio Process, create a check list. **Incomplete**

8) Regal Satellite – **E-mail request for responses to Washington AG was sent to Regal8/29/06.**

Δ π EXHIBIT 151
Deponent ORIGER
Date 3/3/11 Rptr WE
WWW.DEPOBOOK.COM

DEFENDANT'S EXHIBIT
DTX-108

EXHIBIT 157

EXHIBIT 157

ECHOSTAR SATELLITE L.L.C.

Risk Summary
Week Ending September 5, 2006

VendorInquiries@EchoStar.com

- 5/1 – 9/05/06 - 594 complaints were received.
- Week ending 9/5/06 - 60 new complaints were received.
- Discussions regarding United Satellite will result in termination of this retailer for TCPA violations.
- Sterling Satellite will be on site Friday 9/8/06 to address allegations of ongoing TCPA violations.
- Dish Pronto has been associated with three TCPA violations. Letter has been drafted to address all issues.
- Additional complaints have been received involving AllSat, Marketing Guru and I DISH. In order to address these complaints, letters for additional information will be sent to these retailers.
- Satellite Systems Now was sent Notice of Complaint regarding violation of federal telemarketing laws which resulted in a consumer purchase. Complainant is demanding monetary damages.
- Two retailers were identified in last week's report for violating TCPA / DNC. Information was insufficient to support complaints to be sent to American Satellite and Marrick DISH.

Partner	1st Letter		2nd Letter		3rd Letter		On Site Meeting	Comments
E Management	8/4/2006							Documentation provided was sufficient - resolved
Marketing Guru	8/4/2006		Pending					Retailer refuses to defend and indemnify. Other responses were insufficient.
Blu Kiwi	8/4/2006		Pending					Documentation provided was insufficient
All Sat	8/11/2006		Pending					Documentation provided was insufficient
Sterling	8/11/2006						9/8/2006	Documentation was received. Additional information will be provided.
United	8/11/06		8/17/06				8/23/2006	Documentation provided was insufficient
Dish Factory Warehouse	8/31/2006							Documentation was requested – Response is due 9/7/06.
Dish Pronto	Pending							Three complaints will be combined
Satellite Systems Now	9/5/2006							Documentation was requested – Response is due 9/12/06.

U.S., et al. v. Dish Network L.L.C. Plaintiff's Exhibit PX0500

Operations

OE Monitoring

- OE Monitoring
  - 54 letters were sent to OE Partners regarding improving Customer Experience.
  - Top 21 retailers represent 93% of OE Sales Activity - 19 of these have been contacted and will provide calls
  - 19 follow-up e-mails were sent the week of August 28th with the following information included:
    - OE Monitoring Form
    - Call Submission Process
    - Process for Uploading Calls
  - From all combined preliminary contact we have calls submitted
    - Able to QA – All Sat and NPS
    - Unable to QA – non sales calls – Dish Pronto and Sterling
    - 6 partners are working with us on technical issues with uploads and formats – Marketing Guru, Brandvein, Atlas Assets, American Satellites, VMC and E-Management
    - No contact has ensued or calls received following the 8/28 e-mail communication with Defender, United (due to legal involvement), I Sat/Blu Kiwi, Altitude Marketing/Innertech, EBN and Dish Nation
    - No contact has been established with Unisat and Total Marketing
    - Orbit employs 4 sales people and has no monitoring system. We will work with them to conduct on-site observations.
    - Telephone follow-ups will occur this week.
  - CSC QA team reviewed calls from 2 partners (8/29-9/1)
    - All Sat Recap – 28 calls evaluated / Overall Average = 70% / # of 0% calls = 4
    - NPS Recap – 35 calls evaluated / Overall Average = 65% / # of 0% calls = 6
    - Primary reasons for 0% calls for both partners were due to missing legal disclosures, primarily surrounding credit scoring disclosure and usage of social security numbers. The agent did not speak with the individual that was being credit checked in one of the calls and we missed the rent/own option in another.
    - Sterling provided 2 calls, neither of which were sales related.
    - Dish Pronto provided access to their calls – one was observed as a confirmation call and no further calls were observed.
  - Attempting to set up follow-up calls with QA and All Sat and NPS for this week to review calls
  - An all day meeting has been scheduled between Reji Musso, Julie Riddell and the QA Team to maximize monitoring opportunities 9/14 and to develop better reporting strategies relative to feedback to the partners and in trending improvements.

Secret Shopping

- 74 calls have been made to retailers resulting in 51 contacts.
  - 23 calls were made this week.
    - We were unable to speak with 10 retailers (No Answer or had invalid phone number)
    - 13 retailers appropriately offer DIU or Movers
- Overall,
  - 5 retailers no longer sell DISH.
  - 44 retailers appropriately offer DIU or Movers.
  - None offered to churn to DirecTV.
  - 2 offered to disconnect existing account and set up under a different name, phone and add an apartment number at current home address. We will attempt 2 additional calls to identify the agent and take appropriate action.
  - 1 retailer only deals in commercial accounts; was advised to call DISH for assistance.
  - 1 Spanish call, will call back with a Spanish speaking Analyst.
  - 1 call for programming information, specifically football package, was referred to DISH to help with programming questions.
  - 20 invalid phone numbers / no answer

EXHIBIT 158

EXHIBIT 158

From: Keller, Steven
Sent: Friday, September 08, 2006 5:03:38 PM
To: Neylon, Brian
CC: Oberbillig, Mike
Subject: RE: United Satellite Closed Doors

Attachments: LA South OE.xls

Sir,

The two known affiliates that have call center abilities are:

LA South OE.xls (25 kB)

1. **BLUE HORSESHOE MEDIA #15502124**
   a. Principal: JACQUES NENEJIAN
   b. Relationships: Former President of United Satellite
   c. Marketing Methods: See attachment
2. **ROBELLAIR # 15790888**
   a. Principal: JASON LINES
   b. Relationships: Former Call Center Manager
   c. Marketing Methods: See attachment

Steven Keller
Regional Sales Manager
Echosphere LLC
5671 Warehouse Way
Sacramento, CA. 95864
916-381-5084 x3550

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From: Neylon, Brian
Sent: Friday, September 08, 2006 1:35 PM
To: Keller, Steven; Oberbillig, Mike
Subject: RE: United Satellite Closed Doors

Steve,

Need as much info as possible on each of these affiliates. Company names, principles, relationships, marketing methods (names if different) etc

Thanks

From: Keller, Steven
Sent: Friday, September 08, 2006 11:43 AM
To: Oberbillig, Mike; Neylon, Brian
Subject: FW: United Satellite Closed Doors

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0239

Gentlemen,

I have received multiple calls along with my ASM team in LA. We are aware of the severity of this recent event and are not commenting but I wanted to be sure I was on the same page as far United Satellite's affiliates are concerned.

There is a scramble of about 4 call centers that are trying to apply for the OE tool and attach themselves to our current OE partners.

I have dealt with most of them personally and advised them that they are not going to be accepted to our program at this time.

In addition, I have received requests for advice and guidance from other Orange County OE partners in regards to the line of employment seeking sales agents at their door since yesterday. Without being too obvious, I have asked them to use their best 'professional' judgment when hiring any sales agents from another call center related to DISH sales.

Am I missing anything else?

Thank you in advance for your response.

Steven Keller
Regional Sales Manager
Echosphere LLC
5671 Warehouse Way
Sacramento, CA. 95864
916-381-5084 x3550

The above email is for intended recipient only and may contain confidential information owned by and proprietary to EchoStar Satellite LLC. Unauthorized disclosure of or use of this information other than to employees of the EchoStar family of companies is prohibited and may violate its Conflicts of Interest Agreement.

Subject: United Satellite Closed Doors

Hi:

Just an FYI; United Satellite has ceased operations as of today. Employees arrived at work to find a note on the door that included, "For final pay checks contact…..".

Thought you would like to know.

Region	Retailer Name	Retailer Number	Description	Primary Marketing	Anticipated Volume	Incremental Volume	Primary Incentive	Status
West Coast Region SMA								
LA South	Atlas Assets	14537814	Atlas Assets is a sales volume based company primarily selling and promoting products such as Mortgage Leads Generation, Automotive Warranty and Supplemental Health Insurance. They currently own four small call centers totaling 125 CSR's and also own and	Telemarketing (both in-bound and out-bound (O & O) and DM	1st month - 500 2nd month - 750 3rd month - 1000	Yes, not currently in the Satellite Industry	$175	OE Partner
LA South	Yakety Yak	N/A	Yakety Yak is a nationwide cellular phone chain with over 170 stores operating independently carrying all major providers: T-Mobile, Sprint, PCS, Alltel, Verizon Wireless, Cingular, Nextel and Cricket. They have also added Packet8, an interenet base phone service for individual consumers and small to medium businesses.	Sponsorship with Nascar as well have their own Hummers wrapped with Yakety Yak logos and decals	1st month - xx 2nd month - xx 3rd month - xx	Yes, not currently in the Satellite Industry		OE Prospect
LA South	Direct Promotions	14233225	Direct Promotions is currently working under Dish Nation's affiliate program generating it's own internet leads through affiliates such as Netflix, He has proven and shown incremental activations since inception date (12/05)	Internet Leads	1st month - 500 2nd month - 750 3rd month - 1000	Yes, has shown incremental volume since inception date	$110+ from Dish Nation. Projected sales for month of August: 1400	OE Partner - As of 8/31
LA South	NL Enterprises	13929911	Next Level Mortgage is a motgage base company who sold Dish through distributor, RS&I. Business is setup to be a Call Center type with ability to do incremental sales nationwide. Currently not selling Dish due to being unsatisfied with RS&I.	Mortgage leads	1st month - 500 2nd month - 750 3rd month - 1000	Yes, stopped selling Dish through RS&I		OE Prospect
LA South	Atoll Media	15240062		Mortgage Lead Generation lists - internal resources	1st month - xx 2nd month - xx 3rd month - xx			OE Prospect
LA South	B H Media	15502124	Blue Horseshoe Media (BHM) is a direct response marketing company with service offerings in telemarketing, online lead generation and affiliate network management.	Online affiliate network marketing, Direct mail targeting new home owners, Internet leads and Local Radio campaigns	1st month - 600 2nd month - 800 3rd month - 1200	Yes, has been previously in Satellite Industry - OE Program		OE Prospect
LA South	JSR Enterprises	14840916	New location opened specifically for Dish business but owner, Jerry Grider comes from a Marketing and Mortgage background. Has the ability to retain leads from mortgage lists of current business. In addition, he has bought along an ex-employee of United Satellite who has great experience in OE Tool program. Also, account is currently working under Dish Nation's umbrella.	Mortgage leads, auto dialers producing nearly one million connected calls a month. Also, Internet leads will be a great focus	1st month - 500 2nd month - 750 3rd month - 1000	Yes, currently selling under Dish Nation on the affiliate program		OE Partner - As of 8/31

LA South	Robellair	15790888	Robellair's owner, Jason Lines is currently part of the United Satellite management team - now starting his own dealership with Dish. He plans in jumping on the OE program since he has a vast knowledge of the program and has been successful with United. Jason has just lease a 4500 sq/ft facility with the ability to in house 50+ sales reps.	Has deals with local builders and other affiliates for Dish referrals	1st month - 600 2nd month - 800 3rd month - 1200	Yes, well educated on the OE program		OE Prospect
LA South	Impact Voice	N/A	Voice Broadcasting and Telemarketing for 10years in Political and Non-Profit Business, largest being in mortgage companies (Homeowner list). Multiple locations with the ability to do 800K calls per hour for current business.	Voice Broadcasting & Telemarketing	1st month - 750 2nd month - 1000 3rd month - 1500	Yes, not currently in Satellite iIndustry		OE Prospect
LA South	Global Com Satellite	115598684	Also know as Quick Loan Funding. Total revenue on a yearly basis is $1.2 Billion with $700 million for air time Television. Has the components and infrastructure to be a Top notch OE and #1 in the West Coast.	Television	1st month - 500 2nd month - 1000 3rd month - 1500	Marketing in 40 of 48 states via television. Has potential and to become Top 3 account based on their business structure.	$175	OE Partner - As of 8/31
LA South	UMCCA	15467525	Currently selling Health Care to businesses with an outside sales team. They market nationwide for current business.	Outside Sales and Print	1st month - 150 2nd month - 300 3rd month - 600	Potentially can have incremental sales. Not OE material at this time.		OE Prospect
LA South	Sky High Entertainment		Account is currently selling under Dish Pronto bringing in 800+ new subscribers a month. Has been working with local associations in creating a one step solution for new home owners in buying from Sky High Entertainment only.	Print	1st month - 600 2nd month - 800 3rd month - 1200	Yes, currently selling under Dish Pront as an affiliate OE	$200 - with affiliate	OE Prospect

EXHIBIT 159

EXHIBIT 159

ECHOSTAR SATELLITE L.L.C.

Risk Summary – TCPA/Disclosures
Week Ending September 12, 2006

VendorInquiries@EchoStar.com

- 5/1 – 9/12/06 - 659 complaints were received.
- Week ending 9/12/06 - 47 new complaints were received.
- United Satellite termination letter delivered September 8, 2006.
- Sterling Satellite was at corporate for September 8, 2006 meeting.
- One additional complaint was received regarding Marketing Guru. In order to address these complaints, a letter for additional information will be sent to this retailer.

Partner	1st Letter		2nd Letter		3rd Letter		On Site Meeting	Comments
Marketing Guru	8/4/2006		Pending					Retailer refuses to defend and indemnify. Other responses were insufficient. MG working with Mike Mills, et al to resolve.
Blu Kiwi	8/4/2006		Pending					Documentation provided was insufficient – follow up with legal in process
All Sat	8/11/2006		Pending					Documentation provided was insufficient – follow up with legal in process
Sterling	8/11/2006						9/8/2006	Documentation was received. Additional information will be provided. Confirming with legal.
Dish Factory Warehouse	8/31/2006							Documentation was requested – Response is due 9/7/06. Confirming with legal.
Dish Pronto	Pending							Three complaints will be combined.
Satellite Systems Now	9/5/2006							Documentation was requested – Response is due 9/12/06. Confirming with legal.

Operations

OE Monitoring

- OE Monitoring
  - 54 letters were sent to OE Partners regarding improving Customer Experience.
  - Top 21 retailers represent 93% of OE Sales Activity - 19 of these have been contacted and will provide calls
    - As of 9/12/06, calls have been provided by All Sat, NPS, Brandvein, E-Management, and Newport Satellite Group.
    - Defender Satellite promised calls by 9/13/06, but upload did not occur. Follow-up e-mail inquiry sent from RS on 9/14/06.
    - Technical problems either internal or uploading still being resolved with Marketing Guru and VMC.
    - Uploads scheduled to occur week of 9/18/06 from American Satellite, Sterling, Atlas Assets and Dish Nation.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1202

PENGAD 800-631-6989
Mills
DEPOSITION EXHIBIT
475
5-3-12

- Left voice mails and sent follow-up e-mails for I Sat/Blu Kiwi, Altitude Marketing/Innertech, EBN Financial, Total Marketing and Unisat.
- Dish Pronto has provided access to the switch and has been helpful in working out issues; however, gathering 50 calls has proven to be a challenge with the current process. DP is investigating others.
- Orbit Satellite will be the contacted once the others are up and running. With a staff of 4, there is no recording equipment and we will inquire about doing an on site monitoring session.

- 19 follow-up e-mails were sent the week of August 28th with the following information included:
  - OE Monitoring Form
  - Call Submission Process
  - Process for Uploading Calls
- QA Conference Calls (CSC QA, OE Partner and RS)
  - All Sat – 9/8/06 – very successful. Have developed an "overlay" to the O/E tool to make sure they incorporate all items on the QA form, especially the disclosures.
  - NPS – 9/8/06 – Received some push back with the form and the requirements. Reinforced that the information needed does not have to be in the order of the QA form, but contained in the call.
  - Scheduled QA conference call with E-Management for 9/15/06.
- CSC QA team reviewed calls from 2 partners (8/30-9/5)
  - All Sat Recap – 28 calls evaluated / Overall Average = 70% / # of 0% calls = 4
  - NPS Recap – 35 calls evaluated / Overall Average = 65% / # of 0% calls = 6
  - Primary reasons for 0% calls for both partners were due to missing legal disclosures, primarily surrounding credit scoring disclosure and usage of social security numbers. The agent did not speak with the individual that was being credit checked in one of the calls and we missed the rent/own option in another.
- CSC QA team reviewed calls from 2 partners (9/6-9/12)
  - All Sat Recap – 59 calls evaluated / Overall average = 34.92% / 0% calls = 30
    - Primary reasons for 0% calls include disclosure of cancellation fees, rebate information, cost of programming, # of days to return equipment following disconnect and HDTV inquiries. The other items that need attention are discussing the former situation, locals, features and benefits of programming, accurate answers to equipment questions, credit scoring and confirming the name on the credit card. There are also some opportunities to improve the actual customer exchanges with a few agents.
  - NPS Recap – 23 call evaluated / Overall average = 38.26% / 0% calls = 12
    - Primary reasons for 0% calls include failure to disclose credit check when asking for credit card and social security number. Also did not speak with the person who owns the credit card we are checking. Also missed that programming is non-refundable, 2 months on the first bill or the cancellation fees. Other non-legal disclosures are being missed such as 3 foot clearance, $59.00 for additional labor and alternate phone numbers. Agents are not verifying the name on the credit card, requesting basic information such as current address and phone number. Failed to ask if they were a former customer or probe about current situation. The time frame for returning equipment is misquoted as 15 days. They did not advise of the features and benefits of the movie channels.

EXHIBIT 160

EXHIBIT 160

Musso, Reji

From: Steele, Dana
Sent: Thursday, September 28, 2006 4:50 PM
To: 'hannah_klein@hud.gov'
Subject: RE: telemarketers
Attachments: JSR response to alleged DNC protocols for 301-649-2221

Ms. Klein,

I apologize for the delay in this response. EchoStar was able to identify the retailer based upon the information you provided. We received the results of their investigation this afternoon. The retailer is:

JSR ENTERPRISES
1740 E. Garry Avenue South
Santa Ana, CA 92705
Jerry Grider, Principal
949-553-1056

Based upon the results of JRS's response (please find attached), EchoStar is initiating a formal investigation into their practices, including demanding proof of their DNC registrations. I will keep you informed as to the status and results of our investigation. Again, thank you very much. Please feel free to contact me with any questions or concerns.

Sincerely,

- Dana Steele
303-723-1621 direct
303-723-2571 fax

From: hannah_klein@hud.gov [mailto:hannah_klein@hud.gov]
Sent: Monday, September 25, 2006 10:34 AM
To: Steele, Dana
Subject: RE: telemarketers

Ms Steele

Have you had any success in finding them?

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0246

10/1/2006

EXHIBIT 161

EXHIBIT 161

Musso, Reji

From: Voice [voice@jsrsatellite.com]

Sent: Thursday, September 28, 2006 3:36 PM

To: Steele, Dana

Subject: JSR response to alleged DNC protocols for 301-649-2221

On or about 8/15/2006 we were working under a dish network affiliate. During this working 3rd party agreement [Not under current license], a call was inadvertently placed to 301-649-2221, which is registered on the Federal DNC list. In our due diligence researching the alleged violation, we found that a corrupted DNC download file existed, that subsequently caused the internal error in our removal process. We have since fixed our DNC removal protocols, and have not experienced technical issues since.

We wish to formally apologize for the oversight, and can assure that no other known DNC violations will occur.

We here at JSR wish to maintain the highest standard of marketing in the industry, and will continue to maintain any and all State or Federal guidelines pursuant to the telemarketing act.
Thank you for your attention in this matter. God Bless

Sincerely
Richard Goodale

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0420

10/1/2006

ECHOSTAR
SATELLITE L.L.C.

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

October 31, 2006

Via Facsimile: 909-331-2832

Mr. Richard Goodale
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

The purpose of this letter is to inform you that Melissa Wallace, a consumer, has filed a complaint against EchoStar Satellite Corporation ("DISH Network"). She has alleged that she has received "repeated and unsolicited calls," to her home telephone number(s), 801-619-4826 and 801-619-0208. The calls are traced to you and are solicitations for DISH Network products and services. An internal investigation connected JSR Enterprises to this event which is in violation of Telecommunications Consumer Protection Act regulations.

In addition, this letter is to inform you that we have not received a response to the letter you received on October 6, 2006 regarding Hannah Klein, a consumer, who also filed a complaint against EchoStar Satellite Corporation ("DISH Network"), alleging that she has received "repeated and unsolicited calls," to her home telephone number, 301-649-2221, which is registered on the Federal DNC List. An internal investigation connected JSR Enterprises to this event which is in violation of Telecommunications Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five days of receipt of this letter please provide EchoStar Legal Department with proof of your compliance with all outbound telemarketing laws, including, but not limited to your Do Not Call Policy, Proof of Do Not Call Registrations, a list of Affiliate Companies with contact information and Outbound Telemarketing Scripts for employees and affiliates. In addition, you must completely and thoroughly address the circumstances surrounding the allegation(s) and furnish information relative to specific corrective actions that have created these issues and will eliminate recurrences for JSR Enterprises, providing a written explanation and documentations of the same to EchoStar. This information should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

_____

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

PX0420-003

JA006795
005653

Confidential-US v. Dish

DISH2-0000000904
SLC_ DNC_Investigation_0012832
TX 102-006057

From: Musso, Reji <reji.musso@echostar communications corp.com>
Sent: Wednesday, November 1, 2006 11:37 AM
To: 'voice@jsrsatellite.com'
Cc: 'info@inertiarealestate.com'
Subject: Emailing: JSR_L2_10.31.06._wallace.doc, JSR_L1_10.06.06.doc
Attach: JSR_L2_10.31.06._wallace.doc; JSR_L1_10.06.06.doc

<<JSR_L2_10.31.06._wallace.doc>> <<JSR_L1_10.06.06.doc>>
Mr. Goodale,

Please refer to the attached letters. These TCPA allegations need immediate attention and response. The 10.31.06 document was faxed to Jerry on 10/6. A follow-up e-mail was sent.

If you have questions, please feel free to contact me. I will eagerly await a reply.

Reji J. Musso
Echostar Communications
Manager - Compliance
Retail Services
9601 S. Meridian Blvd.
Englewood, CO 80112
303.723.3262 (tel)
720.514.8288 (fax)

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From: Voice <voice@jsrsatellite.com>
Sent: Monday, November 6, 2006 11:59 AM
To: Musso, Reji <Reji.Musso@echostar.com>
Subject: Response To Melissa wallace
Attach: Excerpts from DNC regarding actual damages.doc; top-60-new-8-1dvr.doc

---

Hello

Per your request, enclosed please find the response to the Melissa Wallace issue, and our sales script.

Within the answer to the Wallace complaint, you will find the proof of our DNC registration and SAN number.

Also, in response to the Hannah Klein matter,we provided a response to this 45 days ago. Check with Dana Steele.

If you have any other questions, please contact us at any time

Thank you
God Bless
Richard Goodale

From: Vendor Inquiries
Sent: Monday, November 20, 2006 10:35:43 AM
To: TCPA; Vendor Inquiries
CC: Metzger, Marciedes; Musso, Reji
Subject: RE: Book1.xls

Thank you for your email to Vendor Inquiries.

We were able to identify the retailer as JSR Enterprise.
We will be contacting the retailer regarding this complaint.

Thank you,
Lisa Vallejos
DISH Network

The contents of this electronic message and any attachements are intended only for the addressee and may contain confidential and privileged information. If you have received this message in error, please destroy all copies of the message and any attachments

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From: TCPA
Sent: Friday, November 17, 2006 9:30 AM
To: Vendor Inquiries; TCPA
Cc: Metzger, Marciedes
Subject: FW: Book1.xls
Importance: High

Phone line is answered hello JFR Installation – are you interested in Dish Network? – I identified my self and the line was released. – I called back and the same person answered the line – again I identified my self and he released the line – I called back again and immediately asked for a Supervisor – the man said to me "look lady quit wasting my time" – I identified my self again and was xfered to a supervisor by the name of Richard Goodale 949.553.1049. He told me the Sales Agent I s/w was named Greg.

I provided Richard w/the number provided to us as a DNC Complaint - 209-742-4682 –
He stated that he will need to check the National DNC list – I advised him that the Consumer is on the list as of 01/06:

Do Not Call Report	Search By Phone									
Search 2097424682										
Phone Number	Csg Account No	First Name	Last Name	Created Date	Created By	Dnc Member Id				
2097424682	Not a Customer			06/23/2006	DNC_NATIONAL_LIST_UPDATE	136023607				
Do Not Solicit	Dnc List Name	Us State Code	Dnc List Us State Code	Effective Date	Expiration Date	Date Added to DNC Database	Created By			
2097424682	INTERNAL DO NOT TELEMARKET LIST			11/16/06 08:53 PM		11/16/06 08:53 PM	CSCWEB; Casey.Uney			
2097424682	US NATIONAL DO NOT CALL REGISTRY			01/01/06 12:00 AM	12/31/06 12:00 AM	06/23/06 11:46 PM	DNC_NATIONAL_LIST_UPDATE			
Contact Date	Contact System	Contact Type	Media Type	Phone/Email No	Last Name	First Name	Contact Reason Code	Contact Result Code	Acct No	Customer Type

I asked their policy for being removed from the DNC for their company and he advised the Sales agent has the opportunity to remove the number on their System while on the call – and the number is cleared w/in 24 hours. I asked him to look up the number provided to us – He advised he would have to call me back.

I also asked if they were on an auto dialer or how did they get their potential customers – he said no that they get their leads from the Internet by way of a Trap Leads and an internal list.

I have yet to call the consumer number provided to me as it is a tad early in California.

Foard, John & Gina
street address not available
Mariposa, CA
(209) 742-4682

Deb Bowman
Executive Offices of DISH Network
720.514.7749
303.723.2063 Fax
Deborah.Bowman@Echostar.com

From: Uney, Casey
Sent: Thursday, November 16, 2006 9:06 PM
To: TCPA
Subject: FW: Book1.xls

To Whom it May Concern:

This customer has been receiving calls from a retailer, JFR Installation at 1-800-813-4137. The customer is threatening legal action if this is not resolved. Can you please call this customer ASAP at 209-742-4682? Thank you.

Casey Uney
Customer Resolution Specialist
Executive Resolution Team
Direct: 720-514-7922
E-Mail: Casey.Uney@Echostar.com
Website: www.DISHNetwork.com

From: Uney, Casey
Sent: Thursday, November 16, 2006 9:03 PM
To: Uney, Casey
Subject: Book1.xls

<< File: Book1.xls >> 209-742-4682

ECHOSTAR
SATELLITE L.L.C.

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

December 11, 2006

Via Facsimile: 909-331-2832

Mr. Richard Goodale
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

The purpose of this letter is to inform you that John Foard, a consumer, has filed a complaint against EchoStar Satellite Corporation ("DISH Network"). He has alleged that he has received repeated and unsolicited calls and the caller terminates the call when a request is made to be removed from the internal call list. These calls have been received at his home phone number at 831-621-3818, have been traced to Jerry Dean Grider DBA JSR Enterprises and are solicitations for DISH Network products and services. These calls are in violation of Telecommunications Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five days of receipt of this letter you must provide to EchoStar Legal Department a detailed explanation specific to this complaint. You must completely and thoroughly address the circumstances surrounding this consumer interaction and furnish information relative to specific actions that created these issues and corrective measures that will eliminate recurrences for Jerry Dean Grider DBA JSR Enterprises, and provide a written explanation and documentation of the same to EchoStar. This information should be forwarded, without fail, to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that Jerry Dean Grider DBA JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

PX0420-009
JA006801
005659
Confidential-US v. Dish
DISH2-0000000906
SLC_ DNC_Investigation_0012838
TX 102-006063

From: Musso, Reji
Sent: Tuesday, December 19, 2006 10:50 AM
To: Richard Goodale (voice@JSRsatellite.com)
Subject: FW: TCPA Notice of Complaint

Importance: High

Attachments: JSR_L3_12.11.06._foard.doc

Richard,

I sent this letter on Monday and a formal response was due on 12/16. I have not had a reply. Understand that without the reply, further disciplinary action could take place.

I look forward to your response – e-mail will suffice with the information you shared in our phone conversation.

Reji J. Musso
Manager – Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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From: Musso, Reji
Sent: Wednesday, December 13, 2006 6:37 PM
To: Richard Goodale (voice@JSRsatellite.com)
Subject: TCPA Notice of Complaint

Richard,

I faxed this to you yesterday, but remembered that you said you don't have a fax anymore – at least at the office. This is the consumer we spoke about on the phone, but I need a formal reply for the letter.

JSR_L3_12.11.06._
foard.doc (57...

Please comply as noted in the letter.

Reji J. Musso

Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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ECHOSTAR
SATELLITE L.L.C.

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

December 27, 2006

Via Facsimile: 909-331-2832

Mr. Richard Goodale
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

The purpose of this letter is to follow-up the e-mail notification sent on December 20, 2006 informing you that Linda Chesley, a consumer, filed a complaint against EchoStar Satellite Corporation ("DISH Network"). She has alleged that she has received repeated and unsolicited calls and the caller terminates the call when a request is made to be removed from the internal call list. These calls have been received at her home phone number at 603-826-4158 and have been traced to Jerry Dean Grider DBA JSR Enterprises and are solicitations for DISH Network products and services. These calls are in violation of Telecommunications Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five days of receipt of this letter you must provide to EchoStar Legal Department a detailed explanation specific to this complaint. You have attempted to completely and thoroughly address the circumstances surrounding this consumer interaction and have furnished information relative to specific actions that created these issues and applied corrective measures that will eliminate recurrences for Jerry Dean Grider DBA JSR Enterprises. The information provided to date is sufficient. However, as discussed, it is imperative that you comply with your agreement and the directive in reporting any third party vendor relationships to vendorinquiries@echostar.com. Any supporting information that you wish to provide should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that Jerry Dean Grider DBA JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

PX0420-012
JA006804
005662
Confidential-US v. Dish
DISH2-0000000907
SLC_ DNC_Investigation_0012841
TX 102-006066

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

PX0420-013
JA006805
005663
Confidential-US v. Dish
DISH2-0000000908
SLC_ DNC_Investigation_0012842
TX 102-006067

From: Musso, Reji
Sent: Wednesday, January 17, 2007 11:25 AM
To: 'voice@jsrsatellite.com'
Subject: JSR_L5_1.17.06._LA AG.doc

Attachments: JSR_L5_1.17.06._LA AG.doc

JSR_L5_1.17.06._L
A AG.doc (64 ...

Richard,

If you will provide your home fax number, I will forward a signed copy of this complaint. In the meantime, please reply as the letter requests.

Reji J. Musso
Echostar Communications
Manager - Compliance
Retail Services
9601 S. Meridian Blvd.
Englewood, CO 80112
303.723.3262 (tel)

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ECHOSTAR
SATELLITE L.L.C.

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

January 17, 2007

Via Facsimile: 909-331-2832

Mr. Richard Goodale
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Alleged Complaints "Do Not Call" Violation

Dear Mr. Goodale:

The purpose of this letter is to inform you that the following complaints have been associated with your company. Each complainant has alleged "repeated and unsolicited" calls and provided the caller identification of 972.385.0433. These calls have been traced to Jerry Dean Grider DBA JSR Enterprises and are solicitations for DISH Network products and services. These calls are believed to be in violation of Telecommunications Consumer Protection Act regulations.

Submitted Date	Consumer First Name	Consumer Last Name	Consumer Phone Number
9/28/2006	Thomas	Jones	414-483-9957
10/19/2006	Mike	Brawner	858-756-7562
11/7/2006		Wildman	717-770-0832
11/10/2006	Jennifer	Marcellus	530-577-5859
11/15/2006	Jose	Hernandez	541-672-4954

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five (3) days of receipt of this letter you must provide to EchoStar Legal Department a detailed explanation specific to each complaint and furnish information relative to specific actions that created these issues and the corrective measures that will eliminate recurrences for Jerry Dean Grider DBA JSR Enterprises. This information should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that Jerry Dean Grider DBA JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

PX0420-015
JA006807
005665
Confidential-US v. Dish
DISH2-0000000909
SLC_ DNC_Investigation_0012844
TX 102-006069

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

PX0420-016
JA006808
005666
Confidential-US v. Dish
DISH2-0000000910
SLC_ DNC_Investigation_0012845
TX 102-006070

To: Retail Audit and Risk Attention Reji
From: JSR Enterprises

This letter is in response to the email received on 1/17/07 regarding alleged DNC violations.

JSR enterprise is always concerned when a complaint arrives regarding an alleged violation of a DNC. JSR has taken additional steps to ensure ethical marketing for our sales team, with the employ of a Call Center Compliance Corporation, which enables us to fully comply with all the current 16 states that maintain their own DNC rules. With this enhancement, we anticipate a reduction in any claims state dnc violations.

JSR has researched the aforesaid complaints and found the following:

1. 9-28-06 Thomas Jones 414-483-9957 was researched in our DNC database and at the time of contact, this number was not registered. Thomas Jones has been removed from our database.
2. 10-19-06 Mike Brawner 858-756-7562 is registered on the DNC. And do not know why this person was contacted from our organization. The phone number has been deleted from our database, and will not be contacted again.
3. 11-7-06 "wildman" 717-770-0832 was contacted by an affiliate, and has been deleted from our database.
4. 11-10-06 Jennifer Marcellud 530-577-5856 is not registered in the Federal dnc database, thus a formal DNC complaint does not exist. In the spirit of good business practices, has been removed internally.
5. 11-15-06 Jose Herndadez 541-6724954 Is on in the federal DNC database, which was contacted by our affiliate. We have removed this number internally.

In summation, we appreciate the attention to any DNC complaints sent to us by you, which allows us to further implement the necessary tools for us to grow our client database.

JSR further acknowledges that it will indemnify Echostar if needed.

By Richard Goodale
1/22/07

Musso, Reji

From: Musso, Reji
Sent: Monday, January 22, 2007 12:20 PM
To: 'Richard Goodale (voice@JSRsatellite.com)'
Subject: Your voice mail

Contacts: Richard Goodale

Richard,

I know you left me a message on Thursday. I'm sure you left your number, but it looks as if I failed to write it down.

What's the best number to reach you so we can talk about the latest complaints?

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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EXHIBIT 162

EXHIBIT 162

From: Greaney, John
Sent: Monday, October 02, 2006 3:37:42 PM
To: Metzger, Marciedes
Subject: FW: 8255909381807558 - Telemarketing Complaint - CHASE COFFEY

Importance: High

From: Gardner, Linda
Sent: Monday, October 02, 2006 12:55 PM
To: Greaney, John
Subject: 8255909381807558 - Telemarketing Complaint - CHASE COFFEY
Importance: High

John,

Per your request:

- Customer called 9/19/06 to complain about telemarketing calls – TCPA was down so agent emailed vendor inquiries.
- Customer called 10/1/06 to complain about sales calls offering Dish Network, states last call received 9/30/06
- Calling phone number on account 503-930-7100
- Calling From: 866-668-8045 – identified 10/2/06 as Dish Network Direct Sales (when called went to Pinebrook)
- BRIO list showed customer on National No Call list but not on Dish Network, last call from Dish Network was 9/19/06
- When I attempted to add customer to Dish Network No Call list, I discovered customer was already on all no call lists including Dish Network.

Thank you,

Linda J. Gardner
Customer Resolution Specialist
Executive Resolution Team
Tele: 720-514-8626
Fax: 303-723-2063
E-mail: Linda.gardner@echostar.com

Thank you,

Linda J. Gardner
Customer Resolution Specialist
Executive Resolution Team
Tele: 720-514-8626
Fax: 303-723-2063
E-mail: Linda.gardner@echostar.com

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0566

EXHIBIT 163

EXHIBIT 163

ECHOSTAR SATELLITE L.L.C.

COPY

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

October 6, 2006

Via Facsimile: 949-553-1056

Mr. Jerry Grider
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Grider:

The purpose of this letter is to inform you that Hannah Klein, a consumer, has filed a complaint against EchoStar Satellite Corporation ("DISH Network"). She has alleged that he has received "repeated and unsolicited calls," to her home telephone number, 301-649-2221, which is registered on the Federal DNC List. The call was a solicitation for DISH Network. An internal investigation connected JSR Enterprises to this event which is in violation of Telecommunications Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within seven days of receipt of this letter please provide EchoStar Legal Department with proof of your compliance with all outbound telemarketing laws, including, but not limited to your Do Not Call Policy, Proof of Do Not Call Registrations, a list of Affiliate Companies with contact information and Outbound Telemarketing Scripts for employees and affiliates. This information should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0245

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

PX0245-002

JA006815
005673
DISH11-026742
SLC_ DNC_Investigation_0012362
TX 102-006077

Confidential - U.S. v. DISH

EXHIBIT 164

EXHIBIT 164

INTENTIONALLY OMITTED

EXHIBIT 165

EXHIBIT 165

ECHOSTAR
SATELLITE L.L.C.

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

October 31, 2006

Via Facsimile: 909-331-2832

Mr. Richard Goodale
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

The purpose of this letter is to inform you that Melissa Wallace, a consumer, has filed a complaint against EchoStar Satellite Corporation ("DISH Network"). She has alleged that she has received "repeated and unsolicited calls," to her home telephone number(s), 801-619-4826 and 801-619-0208. The calls are traced to you and are solicitations for DISH Network products and services. An internal investigation connected JSR Enterprises to this event which is in violation of Telecommunications Consumer Protection Act regulations.

In addition, this letter is to inform you that we have not received a response to the letter you received on October 6, 2006 regarding Hannah Klein, a consumer, who also filed a complaint against EchoStar Satellite Corporation ("DISH Network"), alleging that she has received "repeated and unsolicited calls," to her home telephone number, 301-649-2221, which is registered on the Federal DNC List. An internal investigation connected JSR Enterprises to this event which is in violation of Telecommunications Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five days of receipt of this letter please provide EchoStar Legal Department with proof of your compliance with all outbound telemarketing laws, including, but not limited to your Do Not Call Policy, Proof of Do Not Call Registrations, a list of Affiliate Companies with contact information and Outbound Telemarketing Scripts for employees and affiliates. In addition, you must completely and thoroughly address the circumstances surrounding the allegation(s) and furnish information relative to specific corrective actions that have created these issues and will eliminate recurrences for JSR Enterprises, providing a written explanation and documentations of the same to EchoStar. This information should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0513

Confidential-US v. Dish
PX0513-001
DISH2-0000000903
IA006819
005877
SLC_ DNC_Investigation_0012653
TX 102-006081

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

_____

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

Confidential-US v. Dish

PX0513-002

DISH2-0000000904

IA006820
005678

SLC_ DNC_Investigation_0012654

TX 102-006082

EXHIBIT 166

EXHIBIT 166

Attn: Krystal RSD

Do Not Call Investigation Form

Thank you for your participation in our investigation. May we ask a few questions to better understand your complaint and the nature of the call you received?

1. What time of day did you receive the call?

   afternoons + evenings

2. How did the caller identify themselves?

   Recorded message "Hi this is Jerry with Dish" + then the to person I spoke did not identify themselves

3. Did they leave you with a telephone number you could use to reach the caller?

   No - it is always a bogus number + it is always different.

4. Did you ask the caller to terminate the call?

   Several times

5. Are you on a State and/or Federal Do Not Call list?

   yes

6. Did you request to be placed on the caller's internal Do Not Call list?

   yes

7. Can you think of any reason why the caller would contact you? (a) Are you a DISH Network customer? (b) Have you or a family member recently established a business relationship wherein your telephone number would be subject to distribution to various marketing lists (i.e. Have you entered a contest or accidentally forgotten to check the "box" on an internet or email requesting that your personal information not be sold or distributed)?

8. Did you request a copy of the caller's Do Not Call policy?

   No - they hung up on me

9. (a) Have you made a request to Dish Network (EchoStar Satellite L.L.C.) to be placed on the company's internal Do Not Call list within the past 30 days?

   yes + several months ago

   (b) Have you placed your telephone number on the Federal Do Not Call list within the past 30 days?

   No

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0249

10. Additional information regarding the details of the phone call: I have asked to speak to the supervisor multi times. Most of the time they immediately hang up. However, several times they've come back with lewd comments before hanging up. Once they said I had reached a porn shop + their supervisor was f------ someone on the floor - so he couldn't speak to me. Another time they said I must be a f------ bitch who was trying to screw them over. And then sometimes they just call me a name before they hang up.

Your signature on this document will acknowledge that the responses recorded are true and correct as of the date also indicated on this document.

Consumer Name (print): Linda Chesley

Consumer Signature: Linda Chesley

Date: Nov 1-06

EXHIBIT 167

EXHIBIT 167

Tel. message - 11:00am 11/10/06 Sched. tel. conf. 11/14 - Sched. trip

State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
PO Box 629
Raleigh, North Carolina
27602

REPLY TO: KEVIN L. ANDERSON
CONSUMER PROTECTION
TELEPHONE NO: 919-716-6052
FAX NO. 919-716-6050

11/16 - 9:00am
11/15 - 12:00pm

November 9, 2006

VIA FACSIMILE (303-723-1699) AND U.S. MAIL

Dana Steele, Esq.
Director and Senior Corporate Counsel
Echostar Satellite LLC
9601 S. Meridian Blvd.
Englewood, CO 80112

Dear Ms. Steele:

As you know, this office has received, and continues to receive, numerous complaints from North Carolina consumers alleging that Dish Network has violated our do-not-call law. (As of today, we have received over 140 such complaints.) Accordingly, this office has been formally investigating Dish.

From reviewing these complaints and the evidence we have received in connection with our investigation, we believe that Dish has violated North Carolina law in a number of ways. Just to point out one example, N.C. Gen. Stat. Sec. 75-102(d) requires Dish to "monitor and enforce compliance by its independent contractors in [do-not-call] systems and procedures." It is apparent that Dish has not adequately monitored these entities and enforced compliance against them.

I called you over a week ago and left you a voice mail message to see if representatives of Dish would like to attend a settlement meeting with us in order to try to work out a mutually agreeable resolution of our investigation of Dish. As of today, you have not returned my call or expressed any interest in participating in such a meeting.

In order to ensure that you properly understood my voice mail message and that there is no miscommunication between us, I'd like to offer Dish one last opportunity to discuss settlement with this office before we proceed with a lawsuit against Dish.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0546

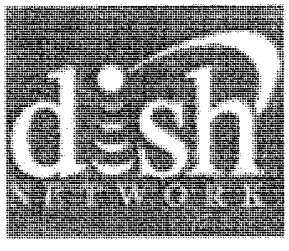
EXHIBIT 168

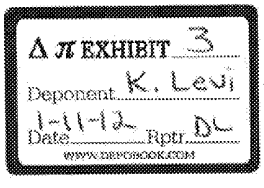
EXHIBIT 168

National Satellite Systems

Proposal presented to EchoStar Communications

16th November, 2006





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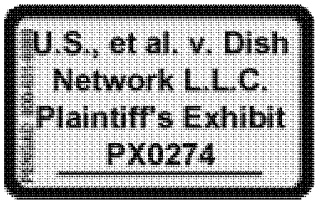

Confidential-US v. DISH

DISH-Paper-007743

PX0274-001

JA006827
005685

SLC_ DNC_Investigation_0012706
TX 102-006089

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The word "NSS" and the NSS logo are the property of National Satellite Systems

All other trademarks referenced herein are the property of their respective owners. This is a proposal for National Satellite Systems to provide services, and as such, it is not legally binding and does not create a contract between the parties. A master agreement and/or statement of work defining the terms and conditions specific to this proposed engagement must be negotiated and signed by both parties prior to the performance of any services by NSS.

National Satellite Systems

Los Angeles, CA

Confidential-US v. DISH
PX0274-002
DISH-Paper-007744
JA006828
005686
SLC_ DNC_Investigation_0012707
TX 102-006090

Table of Contents

1. Background 4

2. Introduction to National Satellite Systems (NSS) 4

3. OPK E services' offerings 5

4. Recruitment & Training 7
   a. Job Descriptions - Identifying job profiles 7
   b. Selection Process 7
   c. Reference checks 7

5. Training 8
   a. Generic training (Voice Training & cultural training) & Product training 8
   b. Compliance training 8

6. Quality 9
   a. Call Quality 9
   b. Call Recordings 9
   c. Monitoring 9
   d. Training Rigor – Quality Focus 10
   e. Quality SOP 10
   f. Complaint Handling 10
   g. Six Sigma 10

7. Compliance 11
   a. DNC Compliance 11
   b. Our DNC Policy 11
   c. Scrubbing of All Lists 12
   d. Calling Time Restrictions 12
   e. Disclosures on the call 13
   f. Internal Audit Review 13
   g. Third Party Sales Verification (TPV) 13
   h. Pre-recorded Messages 13

8. Technology 14
   a. Architecture 14
   b. Telecom 15
   c. Technology 15
   d. CRM solution 15

9. Organization Structure 16

10. Our Team 17

11. Contact Information 18

12. Appendices 19

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PX0274-003

DISH-Paper-007745

JA006829
005687

SLC_ DNC_Investigation_0012708
TX 102-006091

1. Background

National Satellite Systems would like to thank EchoStar for the opportunity to apply to be the approved Original Equipment retailer for EchoStar Communications Corporation

We are confident that our proposal, at this stage, will meet your strategic intent. We believe we have a thorough understanding of the Dish sales and service and complete understanding of all intricacies involved in the process of selling DishNetwork. We have the capability to deliver to your expectation and beyond and look forward to create a long-term working relationship with your organization.

2. Introduction to National Satellite Systems (NSS)

National Satellite Systems is based out of Los Angeles, CA. We have been selling wireless phones for the last 10 years. We are a national retailer of Sprint/Nextel in US. We pride ourselves to be one of the top marketing companies in the US and use various media to ensure effective marketing. Addendum A includes the business plan prepared by NSS that explains the strategies and marketing channels NSS will follow to market Dish network 's products and services under the OE status.

National Satellite Systems runs its sales verification, outbound and inbound calls on opt-in leads, customer service and backend operations through its fully owned subsidiary called OPK E Services, which is a leading Business Process Outsourcing (BPO) company based in Gurgaon India. NSS currently has 16 seats / employees dedicated to Dish network process.

Apart from providing services for NSS, OPK E Services delivers transaction processing, inbound and outbound contact center management including email processing and web chat services to its clients worldwide. With more than 70 employees across 2 state-of-the-art service delivery centers in India, National Satellite Systems has proven its ability to be reliable and scaleable on a 24x7x365 basis for its international clients.

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3. OPK E services' offerings

Key services provided by National Satellite Systems include:

1 Outbound Sales Verification Services
2 Inbound Call Center Services
3 E-Mail Customer Contact Solutions
4 Live Web-Chat Services
5 Transaction Processing

Outbound Call Center Services

OPK houses an outbound call center that provides services for 3rd party verification services, collections, post sale customer satisfaction survey and other business development for Dish network process. Outbound contact center offers services in 3 major time zones (GM, US-ES, IST) that enable our customers to optimize coverage of any target group or customer base. The services include outbound calls to opt in, core reg, moving, mortgage new home owners leads to offer DishNetwork services etc.

Inbound Call Center Services

OPK's inbound call center provides the same global capability to improve customer contacts and relations. The inbound call center at OPK offers excellent customer service and problem resolution, technical support and consulting through lead qualifying and order processing to Dish network customers. Some examples of the inbound call center services provided include customer service, TPV, order enquiry, reservation status, and product delivery status etc.

E-Mail Customer Contact Solutions

OPK also offers services in the management of e-mail traffic for all inquiries including common questions, problem resolution, complaint escalation, lead qualifying and order processing received for Dish network products and services on our website at afreedish.com.

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PX0274-005
DISH-Paper-007747
JA006831
005689
SLC_ DNC_Investigation_0012710
TX 102-006093

Live Web-Chat Services

We offer both proactive and reactive live chat capabilities to help improve web site traffic on our website at afreedish.com. Our agents engage site visitors to clarify their inquiries, answer questions and generate business for Dish network. In addition, all customer contacts are fully integrated with voice technology enabling you to consolidate all customer contact histories regardless of touch points.

Transaction Processing Services

We provide transaction processing services ranging from elementary data entry to high end transaction processing. Using advanced workflow solutions OPK enables off shoring of transaction processing services and has proven track record in meeting the targets across multiple clients. Our current services include Order processing, data entry, data mining, analytics, correspondence processing, post sale customer follow up, customer installation tracking services for Dish network products and services.

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PX0274-006
DISH-Paper-007748
JA006832
005690
SLC_ DNC_Investigation_0012711
TX 102-006094

4. Recruitment & Training

OPK believes that one of the critical success factors for execution of engagements is the quality and caliber of people. The recruitment process plays a key role in targeting and attracting the right people into OPK. Please refer below for our human resources hiring and employee security practices.

a. Job Descriptions - Identifying job profiles

Job profiles of potential employees are defined using the following key criteria:

- Minimum education and experience requirements for the job
- Understanding of the industry sector and business requirements
- Familiarity with the Dish network process expectations and critical success criterea

The performance of agents is closely monitored during training and on the floor. The results are correlated with parameters such as educational background, experience, communication, typing speed, and so on. This mechanism is used to arrive at the right job profile for a particular process.

b. Selection Process

After the initial screening, agents go through a thorough selection process. Agents are screened using a combination of automated and manual testing processes.
Quality Assurance personnel are evaluated using mock Quality evaluation tests wherein their eye for detail and process is evaluated.

c. Reference checks

Background checks are conducted for all employees irrespective of the level. Apart from assuring ourselves of the quality of people we hire, this check also ensures that we can be confident about fulfilling the security and confidentiality requirements.
Some of the methods used for performing background checks include:

- Medical Fitness test
- Criminal Background verification
- Referral checks from previous employers
- Reference check with their parents/ local guardians
- Education certification

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PX0274-007
DISH-Paper-007749
JA006833
005691
SLC_ DNC_Investigation_0012712
TX 102-006095

5. Training

The customer service executives / telephony agents at OPK go though a rigorous training program when they enter the organization and, also on regular refresher basis. All our telephony agents go through a comprehensive training course that includes the following:

a. **Generic training (Voice Training & cultural training) & Product training**

b. **Compliance training**

National Satellite's training integrates state mandated, federally mandated (TCPA), and internal "do-not-call" procedures. This training includes the enforcement of a company policy regarding DNC procedures and guidelines. These guidelines also provide for the recognition and incorporation of state generated DNC lists.

All employees that engage in telephone solicitation are trained on this policy and made aware of these procedures before they are allowed to place calls to consumers. Managers, supervisors, or trainers review the policy with these employees monthly. Telephone Representatives are trained on our Do Not Call policies at the time of their initial training. Further, Telephone Representatives are retrained on our Do Not Call policy every 6 months.

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6. Quality

a. Call Quality

NSS has put in place a Quality control mechanism that will ensure all sales that are produced by the company are quality and has minimum cancellations. Independent Quality and compliance team is setup to conduct audit to ensure compliance to qualtiy parameters as set in the NSS Quality standards. 100% of all sales calls are monitored by the Quality coach for sales verification.

All QA errors are broadly classified into two categories:

- Fatal Errors (List attached in Appendix C)
- Non Fatal Errors

The list of fatal errors is an ongoing list and new oned get added to the database as become more experienced

b. Call Recordings

Nice voice logger is installed on all our agent seats and any form of telephonic interaction with the customer is recorded 100%. These voice calls are then played on the system to listen to the call and evaluate the same. Voice call recording also gives us an opportunity to listen to the calls and work on improving skills and performance management.

c. Monitoring

5% of all non sales calls recorded are monitored by NSS Quality and compliance team. 100% of all sales calls are recorded and the played back for evaluation. The calls are monitored on a call monitoring form (See Appendix B for the Quality form) that is used to derive a call quality score based on the procedures as updated from time to time. The calls monitored help in ensuring the customer is satisfied and understands the purchase and the costs involved and also makes sure there is no manipulation of information or misrepresentation by the sales agent.

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d. Training Rigor – Quality Focus

Quality is focused during the initial training. Agents are trained on all regulatory requirements and tested on the same. Agents go through a final accreditation process during which they are tested on their knowledge of the ptroduct as well as compliance requirements. All employees working with in the live enviorenment are required to pass a periodic compliance test. Training accrediation includes both written and practical accrediation tests.

e. Quality SOP

Quality monitoring form is attached herewith in the Appendix B for your reference. All agents are monitored for quality control and compliance. Quality score is the part of performance measurement and management for all levels.

f. Complaint Handling

For any busines to do well customer satisfaction is a primary factor. OPK understands that effective Customer complaint management is key success criterea for any process and is emphasized at all levels within OPK. Each complaint is recorded action is taken as per the severity and service levels decided internally.

g. Six Sigma

OPK extensively uses six sigma tools to improve the overall quality in all its processes.

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7. Compliance

NSS prides itself in ensuring adherence to all marketing laws and regulatory requirements. NSS internal policies have been formulated to confirm compliance to all applicable laws. NSS does not engage in any illegal, objectionable, inappropriate or forbidden marketing activities. NSS complies with all Federal, State, and local laws including DNC lists, direct marketing and retail / wholesale distribution, and the CAN-SPAM Act and as they relate to inbound and outbound marketing activities for sale of National Satellite's products and services. Abiding by all compliance regulations is of the utmost importance for National Satellite. National Satellite Systems reviews its policies and procedures with legal counsel on a regular basis

a. DNC Compliance

NSS follow a very strict Do Not Call policy. All employees are trained on the DNC policy and are tested on periodic basis to ensure compliance. All outbound calling activities are subject to compliance with the Internal DNC policy. All opt-in and other calling lists go through a 3 stage scrubbing process.

i. Vendor scrubbing against National DNC List
ii. Scrubbing against the statewise Do not call lists
iii. Internal DNC list scrubing

b. Our DNC Policy

- Consumers may request, by telephone or in writing, that our company stop calling them and place their name on a "Do Not Call" list. At a minimum, a request to be placed on the Do Not Call list must include a legible phone number that is to be placed on the list. We prefer all requests to be placed on the Do Not Call list include the full and complete requestor's information.
- Upon receipt of a request for a phone number to be placed on our Do Not Call list it will be placed on our list within 5 business days from the date of the request. In some cases it may take up to 10 business days for your telephone number to be removed from other company wide calling lists. Consumer's request will stay on our list for at least 5 years. If a consumer's number has been placed on the Do Not Call

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list and the consumer changes their phone number or establishes any new phone numbers at their location, it is the consumer's responsibility to contact us to place their new number(s) on the Do Not Call list.

- If consumers have an existing business relationship with us, by placing their name on our company Do Not Call list, they are simply excluding their number from future calls and offers by telephone from us. Being on the Do Not Call list does not affect their status as our customer.

c. Scrubbing of All Lists including opt-in lists

- To ensure compliance to DNC regulations, National Satellite Systems uses the DNC scrubbing services provided by Romko, LLC, a third party DNC scrubbing vendor and List Provider that scrubs our opt-in calling lists against all state and federal DNC Do Not Call lists. Romko provides state, federal, and internal or client-specific list management and scrubbing capabilities and performs constant maintenance and upgrading of these lists to ensure compliance with the individual states where these regulations are required.
- Our Company scrubs the opt-in calling lists before dialing for the first time and and re-scrubs the lists for follow up after every 25 days from the last scrub date.
- ROMKO DNC List and Scrubbing Process
    1. ROMKO through its affiliates is a registered and licensed services provider.
    2. ROMKO through its affiliates is registered with the Federal Communication commission has full online subscription access to all United States Area Codes for Federal and State Do Not Call List scrubbing access.
    3. Every ROMKO list scrubbing campaign includes an assigned SAN number to ensure compliance.

d. Calling Time Restrictions

NSS strictly follows calling time restrictions. Telecalling and all types of customer contact through telephone is done between 8:00 AM to 9:00 PM. State time restrictions are also followed with equal rigour.

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e. Disclosures on the call

Prior to the conclusion of each sales call all mandatory disclosures are read out to the customers and all our agents are trained to ensure the customer has understood the same, Disclosure includes all information including total cost, timelines to deliver and any other implications of the purchase as mandated either by regulation or client internal procedures.

f. Internal Audit Review

NSS has an internally assigned Compliance Officer responsible for proactive review of current projects as well as industry information pertaining to federal and state legislative activity. The methods and procedures in this "Do Not Call" policy are reviewed by Compliance Manager annually.

g. Third Party Sales Verification (TPV)

All sales are verified individually over a conference call with customer and the sales agents. The verification has stringent procedures and is difficult to get around by an agent. Only the sales that go through th Third party verification as a verified sale are forwarded for sale processing on the client systems. Third party verification of all sales is done by the independent compliance team. Procedural adherence is a must and has stringent quality metrics to be achieved. TPV script used is available for review in Appendix D.

h. Transmission of Caller ID

NSS adheres to FTC guidelines relating to including the transmission of Caller ID number on outbound telemarketing solicitation campaigns. Standard procedure is that each call of NSS provides a telephone number that consumers can call during normal business hours. This number must allow consumers to request that their telephone number be removed from our telemarketing lists.

i. Pre-recorded Messages

NSS discourages the use of pre reocorded messages. Some states prohibit Pre-recorded calls entirely and you must comply with laws of that state(s) to which your calls are placed. NSS complies with all state and federal rules and do not engage in delivering pre-recorded messages.

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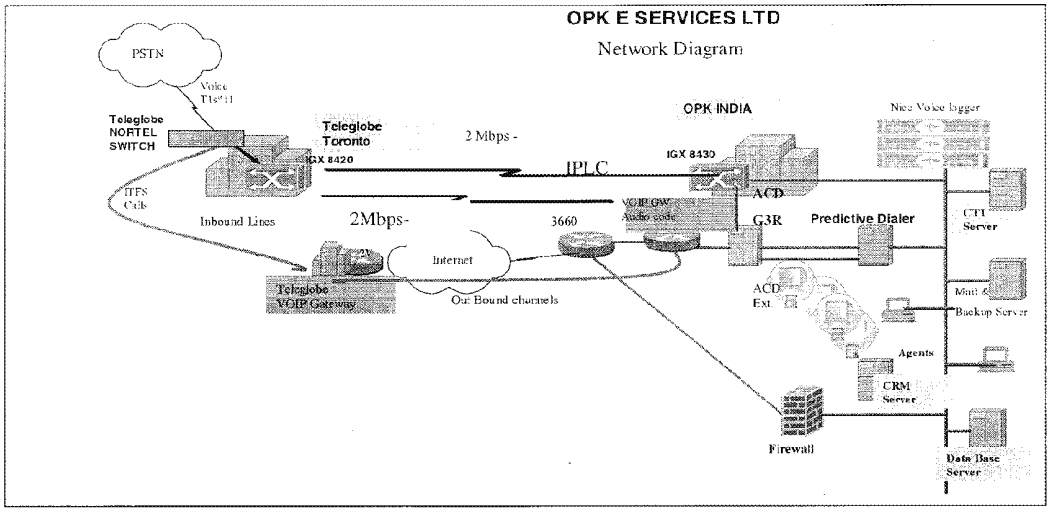
8. Technology

OPK center is a modern technologically advanced Contact center fully equiped to perform business. It is equipped with the latest technology mostly from AVAYA. Diagramatic architechture, list of the equipment and a brief description is given in this section.

The advanced technologies deployed ensure seamless processing between NSS US and India operations and provides great amount of audit control that is required.

a. Architecture



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b. Telecom

Total AVAYA solution including system integration - AVAYA-Lucent G3R ACD, Mosaix Predictive Dialer PDS 5000 and PDS 6000

NICE Voice Logging Solution – with remote log in capability

End-to-end IPLC connectivity to US PSTN network through transatlantic/transpacific fiber optic cable systems

- 13 + 9 (22 T1s) Voice T1s terminating into Teleglobe PSTN
- Redundancy built-in. by 2MBs + 2Mbps IPLC and 2MB VOIP
- Fiber Optic Internet connectivity up to the workstation

Built in Redundancies

- Redundancy built-in. by 2MBs + 2Mbps IPLC and 2MB VOIP
- Mosaix dialers PDS 5000 and PDS 6000
- 2 nos. multiplexers CISCOs
- Back up power with 2 Nos 80 KVA UPS

c. Technology

CISCO Multiplexers IGX-8420 and MGX 8830

CISCO Router 3660

CISCO Layer 3 Switch 6509

System Integration done by AVAYA

CheckPoint Firewall

HP Servers and Desktops

d. CRM solution

The CRM solution deployed provides with capability to share real time performance reports between NSS india and US operations team and enables effective audit mechanism between the two locations. It is completely transparent and enables complete visibility into the operations and its performance.

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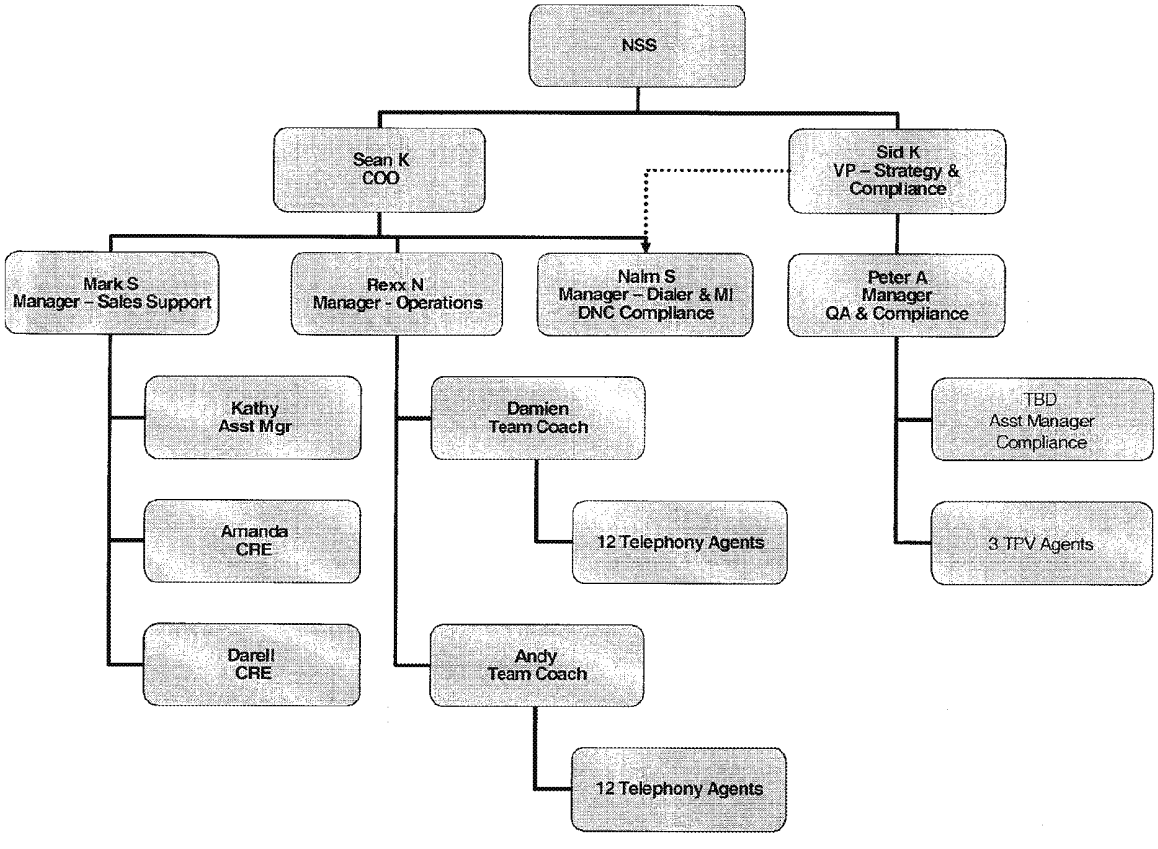
9. Organization Structure



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10. Our Team

- Sean K – Chief Operating Officer for OPK E Services. Sean has 9 years of experience in running large scale operations in business process outsourcing industry. Has worked in past with GE and was responsible for entire offshore contact center and transaction processing Operations for providing end to end solutions.

- Sid K – Heads the compliance and strategy division for NSS and has overall responsibility of delivering corporate and regulatory compliance and developing new business strategies. Sid has 10 years of experience in delivering quality projects with expertise in using tools including Six Sigma.

- Naim S - Naim comes in with an overall experience of over 5 years in handling the MIS and managing various Dialer systems for all clients. He is responsible for compliance to the DNC policy and procedures and maintaining MI for all Campaigns for OPK.

- Rexx N - Rexx is responsible for managing the front end inbound and outbound phone operations and performance management. He has two team coaches who manage the frontline Inbound and outbound telephony agents. Rexx has an overall experience of 6 years with 4 years in selling DTH services in the US.

- Mark S – Mark manages the post sales support and customer program for Dish sales to ensure customer satisfaction. He has Over 6 years of exp in both customer service and outbound calling. Has handled large teams managing customer service

- Peter A – Manages quality and compliance function within OPK and NSS. Over 10 years of experience in Quality Management, compliance and risk management and has worked for the GE India and EXL Services.

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11. Contact Information

Mr. Kobi Levi

President

National Satellite System
9710 Topanga Canyon Blvd
Chatsworth, CA – 91311
Email: kobi@AFreeDish.com

Phone: 1-818-998-9995
Fax: 1-818-337-2291
Mobile: 1-818-974-4900

Mr. Kapil Juneja

Vice President - Sales & Marketing

National Satellite System
9710 Topanga Canyon Blvd
Chatsworth, CA - 91311
Email: kapil@AFreeDish.com

Phone: 1-818-998-9995
Fax: 1-818-337-2291
Mobile: 1-818-251-0501

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12. Appendices

Appendix A – NSS Business Plan / OE Proposal

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Appendix B - Quality Monitoring Form

QUALITY MONITORING FORM

Sales Agent (SA)	
SA ID	
Supervisor	
Call Center	
Date / Time	
Date of Call	
Customer's name	
Customer's Phone #	

Criteria Type (CT)	Level
Legal Compliance Level 1	1
Legal Compliance Level 2	2
Client Compliance	3
Basic Skills	4
Advanced Skills	5
Auto Fail	F
Points Earned (PE)	#
Mastered Skill	2
Requires Skill Development	1
Did Not Execute Skill	0

INTRODUCTION

Call Readiness	CT	PE	COMMENTS
Focused During Calls	4		SA is ready and prepared to take the call, is able to address customer's "Hello" immediately.
Selects proper prompt from automated menu	3		
Used regulatory openings (Right to Proceed)	2		Complies with Permission to continue rule, applies on the following states- IL, KY, OR, SD.
Identifies Self Properly			
Used first and Last Name	2		SA properly identified self by stating their complete phone names.
States that he/she is calling on behalf of client and client name	2		SA follows program specifics on stating company name.
States purpose of call	2		SA correctly states the purpose of the call as prescribed by the client
Permission to record			
Informed Customer Call is being Recorded	1		Customer is informed and agreed to be recorded.
Identifies Customer Properly			
Used first and last name	2		Refers to the customer by using the complete name.
Identifies/Seeks Proper Decision Maker(s)			
Attempted to identify appropriate decision maker	3		SA properly follow the program guidelines in identifying DMs either by looking for person on the lead, spouse or alternate authorized DM as stated in the program's QA guidelines.
TOTAL - INTRODUCTION		0	

CONNECTIVITY

Uses Active Listening Skills	CT	PE	COMMENTS
Does not talk over customer	4		Lets the customer finish his/her statements before the SA replies
Impolite rude or discourteous to respondent/customer	F		If at anytime during the call the SA is rude, discourteous, sounds impolite or pushy towards the respondent this will merit an auto fail for the session.
Uses proper phone etiquette	5		Proper hold techniques and common phone courtesy should be observed
Acknowledges comments from customer	5		SA should show empathy and validates customer's statements.
Profanity heard during, in between, and after call	F		At any time vulgar language is heard whether in English, Filipino or another language, the SA will receive an automatic fail.
TOTAL - CONNECTIVITY		0	

BASIC COMMUNICATION SKILLS

Mirrors customer's pace	CT	PE	COMMENTS
Pace too Slow / Quick	5		Needs to mirror/adjust to a pace the customer can understand.
Uses Proper Grammar			

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Appendix C – List of Fatal Errors

The following is a list of fatal errors that we use to conduct Quality monitoring and verification of our sales. We listen to each call recordings to make sure that none of these fatal errors have occurred before approving it as a final sale. This is not a complete list and we add new errors as we discover them.

- The agent pitched to a customer who mentioned that he was on the Do Not Call List or when the customer says not to call, the agent still goes ahead.
- The agent didn't term the call as DNC when the customer clearly mentioned that he was on a DNC list.
- The agent swore or cussed the customer anywhere in the call.
- The agent gave any inaccurate information that would affect the Contact directly or indirectly.
- The agent informed the customer that he could call and cancel with us anytime before or during installation.
- The agent used politically incorrect verbiage during or when contact is on hold speaking in regional language.
- The agent pitched to customers who are below 18.
- The agent made an attempt to sell to an existing Dish net customer.
- The agent told the customer to cancel his Existing Dish network subscription and sign up for the new promotion.
- Didn't inform the customer about the $49.99 upfront payment at the time of activation.
- Agent misinformed the customer about the cancellation policy by telling the customer that "if you are unhappy with the services you can go ahead and cancel it anytime" or mentioned that the customer can disconnect basic American channels before 18 months and can keep only international channels.
- When asked, did not inform the customer about the $24.95 moving charges after the one free move in the contract period.
- Customer staying in apartment/rents the house and the agent did not inform the customer to get a written note from the Landlord.
- If the customer inquires about Local Channels, the agent does not specify 'Locals if Available'.
- Agent misinforms the customer that the contract period is anything other than 18 months on DHA18.
- If pitching for DHA, Agent does not mention to customer the non-refundable $49.99 fee and $5.99 DHPP charge per month.
- Agent pitches for DVR and does not mention the DVR fee of $5.98 anywhere before closing the call.
- Agent did not take authorization from the person whose SSN is being used to process the order.
- Agent sold to the customer even after the customer mentions that he has been denied Dish Network service in the past because of No Line Of Sight.
- Agent informed the customer that the satellite dish could be installed inside the house / apartment.
- Agent gave wrong information about the programming or pricing for the promotion.

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Appendix D - Third Party Verification script

1 Outbound Introduction

Good Afternoon/Evening, my name is _____ and I am calling on behalf of NSS, your Dish Network installation provider. May I speak with _____please? ***(You MUST speak to the ACCOUNT HOLDER) (If not available, go to option b, below)***

We would like to congratulate you on your recent purchase and go over the process of the installation.

Do you have a moment to verify your order information so we can schedule your installation and ship your equipment?

a) **YES** - Continue with question #1
b) **NO** - Ask if you can call at a better time, note the account with response. If the customer does not want a callback, give number TPV #1-866-466-9475. Please remind the customer that the order MUST be verified prior to shipping equipment.

If the call is an outbound call, and a message needs to be left:
"This is _____ with NSS. I was calling to schedule the installation of your new Dish Network Satellite System. Please call us back at 1-866-466-9475 to confirm your order so that we can ship your equipment & set up an installation date."
Once we have attempted for over 10 days, (ensure calls are different times of day) leave a final message and cancel the account in the system. If the customer calls back, you can manually TPV the order and request for the account to be re-opened.

2 Inbound Introduction

Thank you for calling NSS, this is _____. How may I assist you today?

**********Search for customer record**********

3 Verification Questions

1) Is the name on the account spelled correctly? (VERIFY THE SPELLING OF FIRST & LAST NAME).
   Is that correct?
   a) **YES** – Continue with question #2
   b) **NO** – name is completely different – ask to speak to person on account. If it is their account and spelled completely wrong, email NSS Verification with situation. Enter call-back for 1 day. If name is slightly wrong, proceed with TPV and ask customer to change spelling of name at time of activation.
2) Is the telephone number correct? (VERIFY PHONE NUMBER).
   Is that correct?
   a) **YES** – Continue with question #3
   b) **NO**– Please edit and save the field – Continue with question #3

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Appendix D - Third Party Verification script.....continued

3) Is the e-mail address correct? (VERIFY E-MAIL ADDRESS).
   Is that correct?
   a) **YES** – Continue with question #4
   b) **NO** – Please edit and save the field – Continue with question #4 **(Always get an e-mail address, if possible)**
   c) If customer does not have e-mail address, continue with question #4

4) Are your service address, shipping address & billing address the same?
   a) YES – VERIFY ADDRESS ON ACCOUNT; ensure all three addresses are the same. Go to question #5)
   b) NO – (VERIFY EACH ADDRESS – SERVICE, BILLING & SHIPPING)

5) Is the Service Address information correct? (VERIFY ADDRESS ON ACCOUNT).
   Is that correct?
   a) **YES** - Continue with question #6 (IF CUSTOMER SPECIFIED ALL ADDRESSES WERE THE SAME, JUMP TO 9)
   b) **NO** – If address is completely different; contact DISH pre-activation hotline (888-332-3474, option 1, to ensure it is a valid address through DISH. If address is valid, e-mail NSS Verification with the new information. Be sure to specify the new service address, and that DISH was contacted and the service address was changed in their system. Manually TPV and notate in system. You will be contacted when TPV is OK to process. If slightly different, (missing apt, spelling) update shipping address, tell customer to inform Dish at time of activation or contact pre-activation hotline to make change for customer. If shipping address will not update, email NSS Verification with the new shipping address.

6) Is the billing address correct? (VERIFY BILLING ADDRESS ON ACCOUNT).
   Is that correct?
   a) **YES** - Continue with question #7
   b) **NO** – Complete TPV; inform customer to notify Dish at time of activation or contact DISH pre-activation hotline (888-332-3474, option 1).

7) Is the shipping address correct? (VERIFY SHIPPING ADDRESS ON ACCOUNT).
   Is that correct?
   a) **YES** - Continue with question #8
   b) **NO** – Please edit and save the field – Continue with question #8. If address is Invalid in system, look up address on USPS.com; get another shipping address from consumer that is valid. If customer states this is their only address, email NSS Verification to follow up. Set call back for 1 day.

8) Are the equipment and number of rooms to be installed correct? (VERIFY ALL EQUIPMENT AND NUMBER OF ROOMS TO BE INSTALLED– Refer to code list).
   Is that correct?
   a) **YES** - Continue with question #9
   b) **NO** – If different equipment than what is in system (NON HD RELATED) complete TPV and send change to NSS Verification. If HD related, manually TPV and inform them of the additional charges for the HD equipment, capture all correct information and email NSS

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Appendix D - Third Party Verification script.....continued

9) Are the programming choices correct? (VERIFY PROGRAMMING)
Is that correct?
   a) **YES**- Continue with question #10
   b) **NO** – If programming change is minor (AT60 – AT180 or adding standard premiums) tell customer to make change at time of activation. If change involves International, HD or a change to Locals, complete the TPV, capture changes and email NSS Verification.

10) Do you have a clear view of the southern sky?
   a) **YES** –continue with question #11
   b) **NO** – Explain to the customer that in order to receive the signal from the satellite, the dish will have to have an unobstructed view of the southern sky. Walk them through directional orientation, if necessary.
   c) If customer **does not** have a clear view of the southern sky, cancel the order

11) Are you the property owner where the equipment is to be installed?
   a) **YES - OWN** – If so, is your residence a condo or are you part of a home owners association?
      i) **YES** – explain to customer they have to get permission from the homeowners association indicating where the equipment can and cannot be mounted. The installer will need this document before installation can begin. ***VERBAL PERMISSION IS NOT ACCEPTED.***
      ii) **NO -** CHECK INVENTORY (Please note the estimated delivery date for this customer's equipment, as you should not schedule an installation before this date.)
   b) **NO – Rent** – the customer will have to obtain written landlord permission and present the document to the installer at the time of install. ***VERBAL PERMISSION IS NOT ACCEPTED.*** CHECK INVENTORY. (Please note the estimated delivery date for this customer's equipment, as you should not schedule an installation before this date.) Continue with #12. If customer refuses or states they cannot get permission, cancel order.

12) Inform the customer of available installer dates and times AFTER the scheduled delivery date.

13) I need to read a few rules concerning the program to you, and get verification that you understand the conditions of the installation.

   - The account holder must be at the installation to authorize the paperwork.
   - You must activate your system, including all receivers at time of installation. Your installation professional will assist in the activation. If you are unable to get installed, you must return you equipment via the ARS Label that will be included in your shipment. If you have any questions on the return, you can contact our Customer Service department at 1-866-466-9475.
   - Each of your receivers must be continuously connected to your land-based phone line. If you do not have a phone line available, you may be charged an additional fee by Dish Network, depending on your equipment configuration. Additional charges will apply for all dual tuner boxes not connected to a phone line.
   - You must maintain your Digital Home Advantage service for the length of the agreement between you and DISH Network. Do you agree to these terms?
      i) YES – proceed to question #14.
      ii) NO – Review terms that are not acceptable. Answer any questions. If terms are still not acceptable, cancel the order and e-mail NSS Verification.

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Appendix D - Third Party Verification script.....continued

14) At this time I need to ask for your credit card information so we can process the shipping and handling fees, Echostar activation fee, and any equipment fees associated with your order. Right now I'm showing a total charge of $_____ for (read various charges – shipping/handling, activation, etc.) on behalf of _____(retailer). May I have your credit card number? (Please repeat the number back to them for verification.) If the credit card processes correctly, you will see a message saying 'Credit Card has been billed' with a credit card authorization number to be given to the consumer.

NOTE 1: If encountered with a customer that has an issue with the credit card question, you should inform them that the credit card is a required field for the initial order of the Dish Network system. This credit card information is not passed over to us and we actually charge your card on the behalf of your retailer prior to shipping. We intentionally do not store the credit card information to better protect the customer's security.

The initial credit card check in the order entry screens is exactly the same process as giving a hotel your credit card number when you make your reservation. They perform a credit check on the card and place a $1 credit hold on the card, but they don't charge the card full price until you actually show up at the hotel. Same thing here – the card is credit checked, but not actually charged for all charges until the order is confirmed and install scheduled for product shipment.

NOTE 2: There will be a possible shipping/handling fee, a probable one-time activation fee, and HD equipment fees, if applicable, which should have been explained to the consumer in the order entry process. There also may be a charge for a second dish in certain circumstances.

What is the preferred date and time for the installation of your Dish Satellite System?

NOTE 1: If the retailer has a Preferred Installer program set up; utilize the preferred installer. If the only installer is "Yellow Pages installer"; **book the install an additional 3 days out and PROCEED with the TPV. Inform the customer that an installer in their area will be in contact with them to verify their appointment.**

15) In the Consumer Notes field at the top of the screen, please enter: 'Customer understands all charges and has accepted installation date'. Click the red **Build Call** button at the bottom of the screen.

16) Your Installation Professional is **(NAME and NUMBER) and your call number is (call #)**. What is the best time of day for the installer to call and confirm your appointment? **(CONFIRM TIME OF DAY AND PHONE NUMBER, ENTER IN NOTES)**

17) DO YOU HAVE ANY QUESTIONS UP TO THIS POINT?
   a) **YES**– Resolve the issue and continue with Installation Guidelines
   b) **NO**– Continue

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Appendix D - Third Party Verification script.....continued

I have just a few additional points that need to be reviewed. Now that we have verified all of your information, I want to make sure that some of the finer points of the installation are clear:

**********Read Below to Customer**********

Free installation is provided for basic installations only, which includes the following:

• Your installer will perform a site survey and review the planned installation.

• Your installer will assemble, mount and ground the DISH Network satellite antenna, as well as route up to 120 ft of cable.

• Your installer will connect and activate all DISH Network receivers; connect all receivers to a phone jack within 25 feet of the receiver and will complete a system test verifying signal strength.

Free installation is provided for basic installations only. Any and all services outside the scope of the basic installation are billable to you by the installer on the date of completion. Services outside of the scope of the basic installation include but are not limited to: the concealment of wiring (wall fish), non-standard mounting solutions such as pole mounts, removal of previously installed equipment, ladders greater than 16 ft long and the hardwiring of phone jacks.

18) If for any reason you are unable to abide by the terms we discussed, please call our customer service department at 1-866-466-9475 and we will work with you to ensure your equipment can be safely and quickly returned to eliminate the possibility of penalties.* For credit requests due to cancellation, for any reason, please contact your retailer. We do not have access to payment or credit information.

**Penalty for non-returned, non-activated equipment will equal the total retail cost of the system.*

Do you have any other questions that I can answer for you today?

a. **YES**– Resolve the issue and go to closing.
b. **NO – Go to closing – complete.**

Closing – Complete:
We would like to congratulate you on the purchase of your new Dish Network Satellite System. If you have any further questions about your installation, please call our Customer Service Number at 1-866-466-9475. Thank you for calling NSS.

Thank you for calling NSS.

NOTATE ACCT: Note that all info was verified and detail any special situations discussed with customer. Also, add any notes that may be helpful for the installer such as best number and time of day to reach the customer, driving direction, landmarks, etc, and release equipment.

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OE RETAILER AMENDMENT
TO
ECHOSTAR RETAILER AGREEMENT

This OE Retailer Amendment to EchoStar Retailer Agreement (the "Amendment") is made and effective as of December 31, 2006, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and **NATIONAL SATELLITE SYSTEMS**, having a place of business at **9710 TOPANGA CANYON BLVD CHATSWORTH, CA 91311** ("Retailer").

WHEREAS, EchoStar and Retailer have previously entered into an EchoStar Retailer Agreement, as such agreement may have previously been amended (the "EchoStar Retailer Agreement"); and

WHEREAS, the parties wish to amend the EchoStar Retailer Agreement as described below;

NOW, THEREFORE, in consideration of the benefits that will accrue to each party as a result of the matters described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to amend the EchoStar Retailer Agreement as follows:

1. Section 1.13 shall be deleted in its entirety and replaced with the following:

1.13 "DISH DBS System" means a satellite receiver, which for purposes of this Agreement shall mean a single standalone consumer electronics device, and related components packaged therewith (if any), intended to be utilized solely for the reception of Programming delivered by satellite transponders owned, leased and/or otherwise operated or utilized by EchoStar and/or any of its Affiliates, which is: (i) sold directly to Retailer by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate; (ii) sold directly to Retailer by a Third Party Manufacturer pursuant to authorization granted by EchoStar under the brand name of such Third Party Manufacturer; or (iii) sold (or leased if the applicable Promotional Program involves leasing equipment to consumers) directly by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate to a consumer for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Eligible Residential Programming for the corresponding new Residential Subscriber Account using the OE Tool.

2. Section 1.44 shall be deleted in its entirety and replaced with the following:

1.44 "Residential Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Residential Subscriber who purchased a DISH DBS System directly from EchoStar (solely with respect to Qualifying Residential Subscribers for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Residential Programming using the OE Tool) or a DISH DBS System or Promotional Certificate directly from Retailer (in all other cases) and for whom Eligible Residential Programming has been activated by EchoStar and which customer account remains active and in good standing.

3. A new Section 1.56 shall be added as follows:

1.56 "OE Tool" means EchoStar's proprietary web-based order entry tool or any successor tool(s) thereto as designated by EchoStar at Any Time in its Sole Discretion, upon notice to Retailer. Retailer acknowledges and agrees that neither it nor any of its Affiliates, employees, agents, sub-agents, or independent contractors has any right, title or interest in, to or under the OE Tool and that in no event shall Retailer permit any person or entity to use the OE Tool except as specifically permitted under the terms and conditions of this Agreement and applicable Business Rules. Retailer shall provide network elements for interconnection of the OE Tool with its own systems and at its sole cost and expense.

4. The following new sentence shall be added immediately following the last sentence of Section 2.9:

In the event that Retailer performs any order entry tasks related to the provisioning of Eligible Residential Programming for a new Residential Subscriber Account using the OE Tool, Retailer shall be responsible for scheduling the installation of DISH DBS Systems, related accessories and other equipment for the applicable Qualifying Residential Subscriber in accordance with and subject to the terms and conditions of this Agreement and the Business Rules otherwise applicable to such scheduling and EchoStar shall have the right (but not the obligation) to perform (directly and indirectly through its installation subcontractors and otherwise) any and all installation and maintenance services in connection therewith without any obligation or liability to Retailer whatsoever.

5. Clause (IV) of Section 6.2.5 shall be amended by inserting the text "OR (XI)" between "V" and "BELOW"; and line 3 of clause (V) of Section 6.2.5 shall be amended by inserting "AND EXCEPT AS OTHERWISE PROVIDED IN (XI) BELOW" between "ECHOSTAR" and the comma that immediately follows.

Confidential and Proprietary

Confidential-US v. DISH

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6. A new clause (XI) shall be added to Section 6.2.5 as follows:

(XI) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES AND EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (IV) OR (V) ABOVE, ADDITIONAL RESIDENTIAL INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS THAT: (A) ARE SOLD (OR LEASED IF THE APPLICABLE PROMOTIONAL PROGRAM INVOLVES LEASING EQUIPMENT TO CONSUMERS) DIRECTLY BY ECHOSTAR OR AN AFFILIATE OF ECHOSTAR TO A QUALIFYING RESIDENTIAL SUBSCRIBER FOR WHOM RETAILER CORRECTLY AND COMPLETELY PERFORMED THE ORDER ENTRY TASKS RELATING TO THE PROVISIONING OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT USING THE OE TOOL AND (B) RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT.

7. The first sentence of Section 6.5.5 shall be deleted in its entirety and replaced with the following:

Retailer shall not be entitled to any Incentives with respect to the activation by EchoStar of a DISH DBS System unless: (i) all of the individual components comprising the applicable DISH DBS System (e.g., receivers, dishes and LNBFs) are confirmed by EchoStar as having been purchased by Retailer directly from either: (a) EchoStar or an Affiliate of EchoStar, or (b) a Third Party Manufacturer; or (ii) the DISH DBS System is delivered pursuant to (a) a Promotional Certificate that is confirmed by EchoStar as having been purchased by Retailer directly from EchoStar or an Affiliate of EchoStar, or (b) an order entry correctly and completely performed by Retailer using the OE Tool.

8. Except as expressly modified herein, this Amendment is not intended to, and does not, alter, amend or modify all or any part of the EchoStar Retailer Agreement. The distribution of this Amendment shall not be construed as an admission or acknowledgement by EchoStar that an agreement exists between Retailer and EchoStar, that if an agreement exists, such agreement is in full force and effect, that Retailer is not in breach or default thereunder. Nothing contained herein shall serve to revive an EchoStar Retailer Agreement that has been terminated pursuant to Section 10.2, 10.3 or 10.4 thereof. Furthermore, nothing contained herein shall constitute a waiver by either party or any of its Affiliates of any rights or remedies they may have under the terms and conditions of the EchoStar Retailer Agreement.

9. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the EchoStar Retailer Agreement.

10. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Amendment.

11. RETAILER AND ECHOSTAR HEREBY REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE THAT: (A) THEIR INDEPENDENT COUNSEL HAS REVIEWED, OR THEY HAVE BEEN GIVEN A REASONABLE OPPORTUNITY FOR THEIR INDEPENDENT COUNSEL TO REVIEW (BUT DECLINED SUCH REVIEW), THIS AMENDMENT; (B) THE TERMS AND CONDITIONS OF THIS AMENDMENT, AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF, HAVE BEEN COMPLETELY AND CAREFULLY READ BY, AND EXPLAINED TO, THE PARTIES; (C) THE TERMS AND CONDITIONS OF THIS AMENDMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY EACH PARTY AND EACH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS; AND (D) THIS AMENDMENT IS MADE AND ENTERED INTO VOLUNTARILY BY EACH PARTY, FREE OF UNDUE INFLUENCE, COERCION, DURESS, MENACE OR FRAUD OF ANY KIND WHATSOEVER, AND HAS BEEN EXECUTED BY EACH PARTY OF THEIR OWN FREE WILL.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and/or accepted electronically by their duly authorized representatives as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

RETAILER

Retailer Number: **14969364**

Retailer Company Name: **NATIONAL SATELLITE SYSTEMS**
(please print)

Street Address: **9710 TOPANGA CANYON BLVD**
(please print)

City, State, Zip Code: **CHATSWORTH, CA 91311**
(please print)

By: _____
(signature)

Name (please print): **KOBI LEVI**

Title (please print): **PRESIDENT**

[SIGNATURE PAGE OF OE RETAILER AMENDMENT TO ECHOSTAR RETAILER AGREEMENT]

Confidential and Proprietary

Confidential-US v. DISH

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TX 102-006117

Retailer Number **14969364**

ECHOSTAR RETAILER AGREEMENT

This EchoStar Retailer Agreement (the "Agreement") is made and effective as of December 31, 2006 (the "Effective Date"), by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and **NATIONAL SATELLITE SYSTEMS**, having a place of business at **9710 TOPANGA CANYON BLVD CHATSWORTH, CA 91311** ("Retailer").

INTRODUCTION

A. EchoStar is engaged, among other things, in the business of providing digital direct broadcast satellite ("DBS") services under the name DISH Network.

B. Retailer, acting as an independent contractor, desires to become authorized on a non-exclusive basis to market, promote and solicit orders for Programming (as defined below) (an "Authorized Retailer"), in accordance with and subject to the terms and conditions of this Agreement.

C. EchoStar desires to appoint Retailer as an Authorized Retailer in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

1. **DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply to this Agreement:

1.1 "Additional Incentives" means Additional Residential Incentives, Additional Residential MDU Incentives, Additional Commercial Incentives and Additional Bulk Incentives, as such terms are defined in Sections 6.2.1, 6.2.2, 6.2.3 and 6.2.4, respectively.

1.2 "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with another person or entity.

1.3 "Any Time" means any time and from time to time.

1.4 "Bulk Incentives" means Monthly Bulk Incentives and Additional Bulk Incentives, as such terms are defined in Sections 6.1.4 and 6.2.4, respectively.

1.5 "Bulk Programming" means the Programming that EchoStar makes generally available for viewing in Guest Properties and bulk-billed MDU Properties, in each case assuming 100% penetration, subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all of such programming services at Any Time in its Sole Discretion. EchoStar reserves the right to change the Bulk Programming offered and/or any restrictions applicable to such Bulk Programming at Any Time in its Sole Discretion.

1.6 "Bulk Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Bulk Subscriber who purchased a DISH DBS System directly from Retailer and for whom Eligible Bulk Programming has been activated by EchoStar and which customer account remains active and in good standing.

1.7 "Business Rule(s)" means any term, requirement, condition, condition precedent, process or procedure associated with a Promotional Program or otherwise identified as a Business Rule by EchoStar which is communicated to Retailer by EchoStar or an Affiliate of EchoStar either directly (including without limitation via e-mail) or through any method of mass communication reasonably directed to EchoStar's retailer base, including, without limitation, a "Retailer Chat", e-mail, facts blast, or posting on EchoStar's retailer web site. Retailer agrees that EchoStar has the right to modify any Business Rule at Any Time in its Sole Discretion, upon notice to Retailer.

1.8 "Chargeback" means EchoStar's right to reclaim Incentives pursuant to the terms and conditions of this Agreement, any Promotional Program or applicable Business Rules.

1.9 "Commercial Incentives" means Monthly Commercial Incentives and Additional Commercial Incentives, as such terms are defined in Sections 6.1.3 and 6.2.3, respectively.

1.10 "Commercial Location" means a Public Commercial Location and/or a Private Commercial Location, as those terms are defined below in Sections 1.33 and 1.29, respectively.

1.11 "Commercial Programming" means the Programming that EchoStar makes generally available for viewing in Commercial Locations subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all of such programming services at Any Time in its Sole Discretion. EchoStar reserves the right to change the Commercial Programming offered and/or any restrictions applicable to such Commercial Programming at Any Time in its Sole Discretion.

1.12 "Commercial Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Commercial Subscriber who purchased a DISH DBS System directly from Retailer and for whom Eligible Commercial Programming has been activated by EchoStar and which customer account remains active and in good standing.

1.13 "DISH DBS System" means a satellite receiver, which for purposes of this Agreement shall mean a single standalone consumer electronics device, and related components packaged therewith (if any), intended to be utilized solely for the reception of Programming delivered by satellite transponders owned, leased and/or otherwise operated or utilized by EchoStar and/or any of its Affiliates, which is: (i) sold directly to Retailer by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate; or (ii) sold directly to Retailer by a Third Party Manufacturer pursuant to authorization granted by EchoStar under the brand name of such Third Party Manufacturer.

1.14 "DISH Network Subscriber" shall have the meaning set forth in Section 9.5.

1.15 "EFT" means the electronic transfer of funds from one financial institution to another.

1.16 "Eligible Bulk Programming" means the Bulk Programming packages designated by EchoStar as qualifying for the payment of Bulk Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at Any Time in EchoStar's Sole Discretion, upon notice to Retailer.

1.17 "Eligible Commercial Programming" means the Commercial Programming packages designated by EchoStar as qualifying for the payment of Commercial Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at Any Time in EchoStar's Sole Discretion, upon notice to Retailer.

1.18 "Eligible Residential MDU Programming" means the Residential MDU Programming packages designated by EchoStar as qualifying for the payment of Residential MDU Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at Any Time in EchoStar's Sole Discretion, upon notice to Retailer.

1.19 "Eligible Residential Programming" means the Residential Programming packages designated by EchoStar as qualifying for the payment of Residential Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at Any Time in EchoStar's Sole Discretion, upon notice to Retailer.

1.20 "Guest Property" means a hotel, motel, hospital, other healthcare facility or any other similar type of facility located in the Territory that regularly permits overnight or otherwise short-term stays by individuals. Notwithstanding the foregoing, EchoStar reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes a Guest Property or is more appropriately considered another type of location.

1.21 "Incentives" mean Monthly Incentives together with any Additional Incentives, as such terms are defined in Sections 1.25 and 1.1, respectively.

1.22 "Institutional/Residential Location" means a property located in the Territory that displays Programming in a non-public, common viewing area within a property that is owned or operated by a government or commercial entity, in which employees are being provided residential living accommodations to facilitate the requirements of their job responsibilities. For example (and without limitation of the foregoing), non-public, common viewing areas within fire stations, oil rigs and coast guard stations are typically Institutional/Residential Locations. Notwithstanding the foregoing, EchoStar reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes an Institutional/Residential Location or is more appropriately considered another type of location.

1.23 "Laws" shall have the meaning set forth in Section 9.1.

1.24 "MDU Property" means a dormitory, apartment building, condominium complex, retirement community or other type of multifamily living establishment located in the Territory that affords residents living quarters. Notwithstanding the foregoing, EchoStar reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes an MDU Property (and, if so, what type of MDU Property, e.g., bulk-billed, non-bulk-billed or other) or is more appropriately considered another type of location.

1.25 "Monthly Incentives" means Monthly Residential Incentives, Monthly Residential MDU Incentives, Monthly Commercial Incentives and Monthly Bulk Incentives, as such terms are defined in Sections 6.1.1, 6.1.2, 6.1.3 and 6.1.4, respectively.

1.26 "Other Agreement(s)" means any agreement(s) between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand.

1.27 "Permitted Subcontractors" shall have the meaning set forth in Section 7.1.

1.28 "Prepaid Card" means a card, serialized certificate, approval code sequence and/or other identifier issued in connection with a Promotional Program offered by EchoStar which is sold directly to Retailer by EchoStar or an Affiliate of EchoStar for resale by Retailer directly to a consumer and which, among other things, provides such consumer with certain rights to receive Residential Programming for a fixed duration or in a certain amount.

1.29 "Private Commercial Location" means a place of business located in the Territory that may be accessible to the public, and is not classified within the hospitality industry. For example (and without limitation of the foregoing), office reception areas or waiting rooms and the private offices of attorneys, doctors/dentists, and other business professionals are typically Private Commercial Locations. Notwithstanding the foregoing, EchoStar reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes a Private Commercial Location, or is more appropriately considered another type of location.

1.30 "Programming" means DISH Network video, audio, data and interactive programming services. EchoStar reserves the right to change the Programming offered and/or any restrictions applicable to such Programming at Any Time in its Sole Discretion.

1.31 "Promotional Certificate" means a serialized certificate issued in connection with a Promotional Program offered by EchoStar which is sold directly to Retailer by EchoStar or an Affiliate of EchoStar for resale by Retailer directly to a consumer which, among other things, entitles such consumer to a DISH DBS System (or the use of such system, if the applicable Promotional Program involves leasing equipment to consumers) and may include installation of such DISH DBS System.

1.32 "Promotional Program" means: (i) a promotional offer, as determined by EchoStar, which Retailer may present to consumers in connection with Retailer's marketing, promotion and solicitation of orders for Programming; (ii) the Incentives, if applicable and as determined by EchoStar at Any Time in its Sole Discretion, which Retailer may receive in connection with such promotional offer; and (iii) the Business Rules, as determined by EchoStar, setting forth the terms and conditions governing each such promotional offer and any corresponding Incentives. EchoStar reserves the right to discontinue any Promotional Program or change the Business Rules associated therewith at Any Time in its Sole Discretion, upon notice to Retailer.

1.33 "Public Commercial Location" means a place of business located in the Territory that: (i) is generally accessible to the public, (ii) is typically classified within the hospitality industry, (iii) typically serves food and/or liquor for immediate consumption, and (iv) is typically registered with a fire occupancy certificate. No satellite master antenna television or private cable system in a commercial or residential multiple dwelling unit (i.e., hotels, hospitals, dormitories, etc.) shall be considered a Public Commercial Location; provided, however, that a place of business located within such multiple dwelling units that otherwise meets the definition of a Public Commercial Location (e.g., a restaurant within a hotel or hospital) may be considered a Public Commercial Location. For example (and without limitation of the foregoing), bars, restaurants, clubs, casinos, lounges, and shopping malls are typically Public Commercial Locations. Notwithstanding the foregoing, EchoStar reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes a Public Commercial Location, or is more appropriately considered another type of location.

1.34 "Qualifying Bulk Subscriber" means a commercial enterprise providing Bulk Programming on a bulk basis, assuming 100% penetration, to a Guest Property and/or a bulk-billed MDU Property that orders Eligible Bulk Programming, that timely pays for all Bulk Programming ordered in full, that has not violated any of the terms and conditions set forth in an EchoStar Commercial Customer Agreement, and that has not previously received any audio, video, data, interactive or any other programming services from EchoStar or any Affiliate of EchoStar (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or (ii) at any time (in all other cases). A Qualifying Bulk Subscriber shall not include any commercial enterprise that would otherwise qualify, but whose equipment EchoStar, in its Sole Discretion, declines to activate.

1.35 "Qualifying Commercial Subscriber" means a commercial enterprise operating a business at a Commercial Location that orders Eligible Commercial Programming, that timely pays for all Commercial Programming ordered in full, that has not violated any of the terms and conditions set forth in an EchoStar Commercial Customer Agreement, and that has not previously received any audio, video, data, interactive or any other programming services from EchoStar or any Affiliate of EchoStar (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or (ii) at any time (in all other cases). A Qualifying Commercial Subscriber shall not include any commercial enterprise that would otherwise qualify, but whose equipment EchoStar, in its Sole Discretion, declines to activate.

1.36 "Qualifying Residential MDU Subscriber" means an individual at a non-bulk-billed MDU Property who orders

Eligible Residential MDU Programming, who timely pays for all Residential MDU Programming ordered in full, who has not violated any of the terms and conditions set forth in an EchoStar Residential Customer Agreement, and who has not previously received any audio, video, data, interactive or any other programming services from EchoStar or any Affiliate of EchoStar (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or (ii) at any time (in all other cases). A Qualifying Residential MDU Subscriber shall not include any individual who would otherwise qualify, but whose equipment EchoStar, in its Sole Discretion, declines to activate.

1.37 "Qualifying Residential Subscriber" means an individual at a Residential Location or an Institutional/Residential Location who orders Eligible Residential Programming, who timely pays for all Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in an EchoStar Residential Customer Agreement, and who has not previously received any audio, video, data, interactive or any other programming services from EchoStar or any Affiliate of EchoStar (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or (ii) at any time (in all other cases). A Qualifying Residential Subscriber shall not include any individual who would otherwise qualify, but whose equipment EchoStar, in its Sole Discretion, declines to activate.

1.38 "Residential Incentives" means Monthly Residential Incentives and Additional Residential Incentives, as such terms are defined in Sections 6.1.1 and 6.2.1, respectively.

1.39 "Residential Location" means a single family residential dwelling (i.e., single family houses, apartments, condominiums or other dwellings used primarily for residential purposes), located in the Territory; provided, however, that in no case shall any satellite master antenna television system or private cable system in a residential multiple dwelling unit or any similar programming reception system (e.g., dormitories, etc.) be considered a Residential Location. Notwithstanding the foregoing, EchoStar reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes a Residential Location or is more appropriately considered another type of location.

1.40 "Residential MDU Incentives" means Monthly Residential MDU Incentives and Additional Residential MDU Incentives, as such terms are defined in Sections 6.1.2 and 6.2.2, respectively.

1.41 "Residential MDU Programming" means the Programming that EchoStar makes generally available for viewing in non-bulk-billed MDU Properties subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all of such programming services at Any Time in its Sole Discretion. EchoStar reserves the right to change the Residential MDU Programming offered and/or any restrictions applicable to such Residential MDU Programming at Any Time in its Sole Discretion.

1.42 "Residential MDU Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Residential MDU Subscriber who purchased a DISH DBS System directly from Retailer and for whom Eligible Residential MDU Programming has been activated by EchoStar and which customer account remains active and in good standing.

1.43 "Residential Programming" means the Programming that EchoStar makes generally available for viewing in Residential Locations and Institutional/Residential Locations subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all of such programming services at Any Time in its Sole Discretion. EchoStar reserves the right to change the Residential Programming offered and/or any restrictions applicable to such Residential Programming at Any Time in its Sole Discretion.

1.44 "Residential Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Residential Subscriber who purchased a DISH DBS System, Promotional Certificate or Prepaid Card directly from Retailer and for whom Eligible Residential Programming has been activated by EchoStar and which customer account remains active and in good standing.

1.45 "Retailer Account" means the bank account, including without limitation account and ABA routing numbers, designated by Retailer in the manner prescribed by EchoStar at Any Time in its Sole Discretion, which Retailer may change from time to time by providing at least sixty (60) days' prior written notice to EchoStar.

1.46 "Sole Discretion" means a person's or entity's sole and absolute discretion for any reason or no reason.

1.47 "Subscriber Accounts" means Residential Subscriber Accounts, Residential MDU Subscriber Accounts, Commercial Subscriber Accounts and Bulk Subscriber Accounts, as such terms are defined in Sections 1.44, 1.42, 1.12 and 1.6, respectively.

1.48 "Term" shall have the meaning set forth in Section 10.1 below.

1.49 "Territory" shall have the meaning set forth in Section 2.2 below.

1.50 "Third Party Manufacturer" means a third party manufacturer authorized by EchoStar or any Affiliate of EchoStar to market, distribute and sell DISH DBS Systems under its own brand name.

1.51 "Unit" means: (i) solely in the case of hospitals and other healthcare facilities, each television on the premises; (ii) solely in the case of all Guest Properties other than hospitals and other healthcare facilities, each room in the Guest Property; and (iii) solely in the case of bulk-billed or non-bulk-billed MDU Properties, each separate living quarters in the bulk-billed or non-bulk-billed MDU Property.

2. APPOINTMENT; TERRITORY.

2.1 **Appointment.** EchoStar hereby appoints Retailer as a non-exclusive Authorized Retailer to market, promote and solicit orders for Programming, subject to all of the terms and conditions of this Agreement and all Business Rules (which are hereby incorporated into this Agreement by reference in their entirety). The appointment set forth herein for the promotion of the DISH Network by Retailer shall apply to the same DBS service which may be operated by EchoStar and/or its Affiliates under a different name in the future. Retailer's authorization hereunder is limited to: (i) the solicitation of orders for Residential Programming from, and the marketing, advertising and promotion of Residential Programming to, consumers at Residential Locations and Institutional/Residential Locations; (ii) the solicitation of orders for Residential MDU Programming from, and the marketing, advertising and promotion of Residential MDU Programming to, consumers at non-bulk-billed MDU Properties; (iii) the solicitation of orders for Commercial Programming from, and the marketing, advertising and promotion of Commercial Programming to, commercial enterprises operating businesses at Commercial Locations; and (iv) the solicitation of orders for Bulk Programming from, and the marketing, advertising and promotion of Bulk Programming to, commercial enterprises providing Bulk Programming on a bulk-basis, assuming 100% penetration, to Guest Properties and bulk-billed MDU Properties.

2.2 **Territory.** Retailer's authorization hereunder, and any actions it undertakes in connection with, or in furtherance of, this Agreement, shall be limited solely to the area within the geographic boundaries of the United States and its territories and possessions (the "Territory").

2.3. **Acceptance.** Retailer hereby accepts its appointment as an Authorized Retailer and agrees to use its best efforts to continuously and actively advertise, promote and market Programming and to solicit orders therefor, subject to and in accordance with all of the terms and conditions of this Agreement. Retailer understands that it may hold itself out to the public as an Authorized Retailer of EchoStar only after fulfilling, and for so long as it continues to fulfill, all of the duties, obligations, requirements and other terms and conditions contained in this Agreement and all Business Rules, and only during the Term of this Agreement.

2.4 **Non-Exclusivity.** Retailer acknowledges that: (i) nothing in this Agreement is intended to confer, nor shall it be construed as conferring, any exclusive territory or any other exclusive rights upon Retailer; (ii) EchoStar and its Affiliates make absolutely no statements, promises, representations, warranties, covenants or guarantees as to the amount of business or revenue that Retailer may expect to derive from participation in this Agreement or any Promotional Program; (iii) Retailer may not realize any business, revenue or other economic benefit whatsoever as a result of its participation in this Agreement or any Promotional Program; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount of Incentives or any minimum amount of other payments, income, revenue or other economic benefit in any form whatsoever; (v) EchoStar currently offers, and at Any Time, in the future may offer in its Sole Discretion, others the opportunity to act as an Authorized Retailer or to solicit orders for Programming in the same geographic area in which Retailer is located and elsewhere; (vi) EchoStar and its Affiliates shall be entitled, among other things, to: (a) market, promote and solicit orders for Programming, (b) distribute, sell, lease and otherwise transfer possession of DISH Network satellite receivers, promotional certificates, prepaid cards, related accessories and other equipment, and (c) perform installation and maintenance services (directly and indirectly through subcontractors or otherwise) for DISH Network satellite receivers, related accessories and/or other equipment, in each case throughout the Territory and in direct or indirect competition with Retailer, without any obligation or liability to Retailer whatsoever, and without providing Retailer with any notice thereof; and (vii) EchoStar shall be free to cease or suspend provision of the Programming offered in whole or in part at Any Time in its Sole Discretion, and shall incur no liability to Retailer by virtue of any such cessation or suspension.

2.5 **Certain Purchases by Retailer.** In the event that Retailer orders any DISH DBS Systems, related accessories, other equipment, Promotional Certificates and/or Prepaid Cards from Echosphere L.L.C. or any of its Affiliates (collectively, "Echosphere" for purposes of this Section 2.5), Retailer shall order such products by phone order, via Echosphere online ordering or by written purchase order (each, a "Purchase Order") issued during the Term of this Agreement. A Purchase Order shall be a binding commitment by Retailer. Any failure to confirm a Purchase Order shall not be deemed acceptance by Echosphere. Purchase Orders of Retailer shall state only the: (i) identity of goods; (ii) quantity of goods; (iii) purchase price of goods; and (iv) requested ship date of goods. Any additional terms and conditions stated in a Purchase Order shall not be binding upon Echosphere unless expressly agreed to in writing by Echosphere. In no event shall Echosphere be liable for any delay, or failure to fulfill, any Purchase Order (or any portion thereof), regardless of the cause of such delay or failure. In the event of any conflict between the terms and conditions of a Purchase Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. In the event of any ambiguity between or among the terms and conditions of this Agreement and the terms and conditions of any Purchase Order, EchoStar shall have the sole and exclusive authority to interpret and/or make a final determination in its Sole Discretion concerning any issue arising from such ambiguity. Echosphere shall be considered a third party beneficiary of Retailer's obligations under this Agreement. Retailer hereby acknowledges and agrees that Echosphere has no obligation to re-purchase DISH DBS Systems, related accessories, other equipment,

Promotional Certificates or Prepaid Cards back from Retailer at any time or for any reason or no reason.

2.6 **Certain Prohibited Transactions.** Retailer agrees that as a condition precedent to its eligibility to receive Incentives from EchoStar, it will not directly or indirectly sell, lease or otherwise transfer possession of a DISH DBS System, Promotional Certificate or Prepaid Card to any person or entity whom Retailer knows or reasonably should know: (i) is not an end-user and/or intends to resell, lease or otherwise transfer it for use by another individual or entity; (ii) intends to use it, or to allow others to use it, to view Residential Programming at a location other than a Residential Location or Institutional/Residential Location; (iii) intends to use it, or to allow others to use it, to view Residential MDU Programming at a location other than a non-bulk-billed MDU Property; (iv) intends to use it, or to allow others to use it in Canada, Mexico or at any other location outside of the Territory; or (v) intends to have, or to allow others to have, Programming authorized for a DISH DBS System under a single DISH Network account or Prepaid Card that has or will have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property). It shall be Retailer's sole and exclusive responsibility to investigate and determine whether any direct or indirect sale, lease or other transfer by Retailer would be in violation of this Section 2.6. In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System, Promotional Certificate or Prepaid Card to a person or entity who uses it or allows others to use it to: (a) view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, or (b) view Residential MDU Programming at a location other than a non-bulk-billed MDU Property, then Retailer agrees to pay to EchoStar upon demand: (1) the difference between the amount actually received by EchoStar for the Prepaid Card or the Programming authorized for the corresponding DISH DBS System and the full commercial rate for such Programming (regardless of whether EchoStar has or had commercial distribution rights for such Programming); and (2) the total amount of any admission charges or similar fees imposed and/or collected for listening to or viewing such Programming (regardless of whether such charges and/or fees were imposed or collected by Retailer). In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System, Promotional Certificate or Prepaid Card to a person or entity who has, or allows others to have, Programming authorized for a DISH DBS System under a single DISH Network account or Prepaid Card that at any time has Programming activated for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of bulk-billed MDU Properties), and Retailer knew or reasonably should have known that the person or entity intended to have, or allow others to have, Programming authorized for the DISH DBS System under such an account or Prepaid Card, then Retailer agrees to pay to EchoStar upon demand, the difference between the amount actually received by EchoStar for the Prepaid Card or the Programming authorized under the single account, as applicable, and the full retail price for such Programming or the full amount that EchoStar would have received for multiple Prepaid Cards in each case had each DISH DBS System authorized under the single account or Prepaid Card been authorized under a separate account or Prepaid Card, as applicable. IN THE EVENT THAT RETAILER BREACHES ANY OF ITS OBLIGATIONS UNDER THIS SECTION 2.6, ECHOSTAR SHALL BE ENTITLED TO CHARGE BACK AT ANY TIME (EVEN AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT) THE INCENTIVES, IF ANY, PAID TO RETAILER BY ECHOSTAR WITH RESPECT TO ANY SUBSCRIBER ACCOUNT AFFECTED BY SUCH BREACH OR DEFAULT. IN THE EVENT THAT RETAILER WISHES TO DISPUTE ANY SUCH CHARGEBACK, RETAILER SHALL FOLLOW THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN SECTION 15 BELOW. ECHOSTAR'S CALCULATION OF AMOUNTS OWING TO ECHOSTAR FROM RETAILER UNDER THIS SECTION 2.6 SHALL BE BINDING ABSENT FRAUD, MALICE OR WILLFUL AND WANTON MISCONDUCT ON THE PART OF ECHOSTAR. The foregoing provisions of this Section 2.6 are without prejudice to any other rights and remedies that EchoStar and/or any of its Affiliates may have under contract (including without limitation this Agreement), at law, in equity or otherwise (all of which are hereby expressly reserved), and shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

2.7 **Pre-Activations.** Retailer shall not, prior to installation, directly or indirectly activate ("Pre-Activate") any DISH DBS System, nor shall Retailer directly or indirectly sell, lease or otherwise transfer possession of a DISH DBS System, Promotional Certificate or Prepaid Card to any person or entity who Retailer knows or reasonably should have known intends to Pre-Activate a DISH DBS System.

2.8 **Financing; Making Payments on Behalf of End-Users.** Retailer shall not directly or indirectly provide financing for the purchase of any Programming or make any payment to EchoStar for Programming or otherwise on behalf of any end-user of a DISH DBS System, nor shall Retailer directly or indirectly sell, lease or otherwise transfer possession of a DISH DBS System, Promotional Certificate or Prepaid Card to any person or entity who Retailer knows or reasonably should have known intends to provide financing for the purchase of any Programming or make any payment to EchoStar for Programming or otherwise on behalf of any end-user of a DISH DBS System.

2.9 **Installation Services.** Retailer represents, warrants, covenants and agrees that all installation and after-sales services performed by Retailer and its employees and Permitted Subcontractors in connection with the sale, lease or other transfer of DISH DBS Systems, Promotional Certificates and/or Prepaid Cards will be performed by Retailer and its employees and Permitted Subcontractors, in full compliance with all applicable Laws, and subject to all of the terms, conditions, standards and guidelines set forth

in the DISH Network Installation Manual (located on the retailer web site), as such terms, conditions, standards and guidelines may be changed at Any Time by EchoStar and/or any of its Affiliates (including, without limitation, Dish Network Service L.L.C. and Dish Network California Service Corporation (collectively, "DNSLLC")) in their Sole Discretion, upon notice to Retailer. In addition to (and without limitation of) the foregoing, Retailer represents, warrants, covenants and agrees that any and all related accessories and/or other equipment installed for, or otherwise provided to, a consumer in fulfillment of, or otherwise in connection with, such installation and after-sales services shall strictly comply with any and all specifications and other terms and conditions, including without limitation any approved part number and/or vendor lists, as set forth by EchoStar and/or any of its Affiliates (including without limitation DNSLLC) in applicable Business Rules at Any Time in their Sole Discretion.

2.10 **Prior Retailer Agreements.**

2.10.1 IN THE EVENT THAT RETAILER PREVIOUSLY ENTERED INTO ANY ECHOSTAR RETAILER AGREEMENT, INCENTIVIZED RETAILER AGREEMENT, COMMISSIONED RETAILER AGREEMENT, COMMISSIONED DEALER AGREEMENT OR ANY OTHER AGREEMENT WITH ECHOSTAR OR ANY OF ITS AFFILIATES RELATING TO THE MARKETING, PROMOTION, ADVERTISING OR SOLICITATION OF ORDERS FOR PROGRAMMING BY RETAILER AND THE PAYMENT OF CERTAIN AMOUNTS BY ECHOSTAR THEREFOR (EACH A "PRIOR RETAILER AGREEMENT"), WHICH IS IN EFFECT (IN WHOLE OR IN PART) AS OF THE EFFECTIVE DATE, THEN UPON EXECUTION OF THIS AGREEMENT BY RETAILER (WHETHER VIA SIGNATURE OR ELECTRONIC ACCEPTANCE): (I) ALL PRIOR RETAILER AGREEMENTS SHALL BE AUTOMATICALLY TERMINATED, EXCEPT THAT THE PROVISIONS (EXCLUDING ANY PROVISIONS RELATED TO THE PAYMENT OF COMMISSIONS OR INCENTIVES) IN SUCH PRIOR RETAILER AGREEMENTS THAT EXPRESSLY SURVIVE AND SUCH OTHER RIGHTS AND OBLIGATIONS THEREUNDER AS WOULD LOGICALLY BE EXPECTED TO SURVIVE TERMINATION OR EXPIRATION SHALL CONTINUE IN FULL FORCE AND EFFECT FOR THE PERIOD SPECIFIED OR FOR A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES IF NO PERIOD IS SPECIFIED; (II) ALL INCENTIVES, COMMISSIONS OR OTHER PAYMENTS OF ANY TYPE DUE TO RETAILER UNDER SUCH PRIOR RETAILER AGREEMENTS SHALL BE PAYABLE BY ECHOSTAR TO RETAILER AS INCENTIVES SOLELY IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (III) EXCEPT AS SET FORTH IN SECTION 2.10.1(I), ALL RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL PRIOR RETAILER AGREEMENTS SHALL BE OF NO FURTHER FORCE OR EFFECT.

2.10.2 RETAILER AND ITS AFFILIATES HEREBY ACKNOWLEDGE AND AGREE THAT THEY DO NOT, AS OF THE EFFECTIVE DATE, HAVE ANY CLAIMS OR CAUSES OF ACTION AGAINST ECHOSTAR OR ANY OF ITS AFFILIATES FOR ANY ACTS OR OMISSIONS THAT MAY HAVE OCCURRED PRIOR TO THE EFFECTIVE DATE AND, IN CONSIDERATION OF RETAILER BEING APPOINTED AS AN AUTHORIZED RETAILER HEREUNDER BY ECHOSTAR, RETAILER AND ITS AFFILIATES HEREBY WAIVE ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION, WITH THE SOLE EXCEPTION OF ANY CLAIMS OR CAUSES OF ACTION FOR WHICH RETAILER PROVIDES WRITTEN NOTICE TO ECHOSTAR IN THE SAME FORM REQUIRED FOR A NOTICE OF CLAIM UNDER SECTION 15 BELOW WITHIN NINETY (90) DAYS (OR THE SHORTEST PERIOD OF TIME ALLOWED BY APPLICABLE LAW IF SUCH PERIOD IS MORE THAN 90 DAYS) AFTER THE DATE THAT RETAILER EXECUTES THIS AGREEMENT (WHETHER VIA SIGNATURE OR ELECTRONIC ACCEPTANCE). ECHOSTAR SHALL HAVE THE SAME RIGHTS WITH RESPECT TO REQUESTS FOR ADDITIONAL INFORMATION AND ACCESS TO RETAILER'S BOOKS AND RECORDS IN CONNECTION WITH ANY SUCH CLAIMS AND CAUSES OF ACTION AS ECHOSTAR HAS UNDER SECTION 17.9 BELOW. FAILURE TO STRICTLY COMPLY WITH THE PROVISIONS OF THIS SECTION 2.10.2 WITH RESPECT TO A PARTICULAR CLAIM AND/OR CAUSE OF ACTION SHALL CONSTITUTE A WAIVER BY RETAILER AND ITS AFFILIATES WITH RESPECT TO THE RELEVANT CLAIM AND/OR CAUSE OF ACTION. HOWEVER, NOTWITHSTANDING ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NOTHING CONTAINED IN THIS AGREEMENT WILL WAIVE ANY RIGHT RETAILER MAY HAVE IN THE CLAIMS BROUGHT IN THE FOLLOWING CLASS ACTION LAWSUITS IN THE EVENT THE FOLLOWING LAWSUITS ARE CERTIFIED: CASE NO. 00-CV-1989, STYLED *JOHN DEJONG, D/B/A ANEXWAVE,@ AND JOE KELLY, D/B/A AKEL-TRONICS,@ AND JAGUAR TECHNOLOGIES, INC. V. ECHOSTAR SATELLITE CORPORATION*, UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO; CASE NO. 00-CV-3130, STYLED *AIR COMMUNICATION & SATELLITE, INC. ET AL. V. ECHOSTAR SATELLITE CORPORATION*, DISTRICT COURT, ARAPAHOE COUNTY, COLORADO. IN THE EVENT THAT NO PRIOR RETAILER AGREEMENT IS IN EFFECT AS OF THE EFFECTIVE DATE, RETAILER SHALL ONLY BE ELIGIBLE TO RECEIVE INCENTIVES FOR NEW SUBSCRIBER ACCOUNTS ACTIVATED FROM AND AFTER THE EFFECTIVE DATE, NOTWITHSTANDING PAYMENT BY ECHOSTAR OF ANY INCENTIVES, COMMISSIONS OR OTHER PAYMENTS OF ANY TYPE TO RETAILER PRIOR TO THE EFFECTIVE DATE. THIS AGREEMENT SHALL NOT AMEND, MODIFY, ALTER OR CHANGE ANY TERMS OR CONDITIONS OF ANY LEASE PLAN DEALER AGREEMENT, OR ANY SIMILAR AGREEMENT RELATING TO LEASING, WHICH IS NOW EXISTING OR LATER MADE WITH ECHOSTAR OR ANY OF ITS AFFILIATES.

2.11 **Promotional Programs.** Retailer shall be eligible to participate in such Promotional Programs as EchoStar and/or any of its Affiliates may make available to Retailer at Any Time in their Sole Discretion. Retailer agrees to be bound by, and to use its best efforts to support, all of the terms and conditions of (and all of such terms and conditions are hereby incorporated into this Agreement by reference in their entirety) the Promotional Programs in which Retailer elects to participate. Retailer acknowledges and

agrees that: (i) under no circumstances shall EchoStar or any of its Affiliates have at any time any obligation to offer any Promotional Programs to Retailer, or if Promotional Programs are offered to others, to permit Retailer to be eligible to participate in them; (ii) EchoStar and its Affiliates may, at Any Time in their Sole Discretion, add, discontinue, substitute, modify, amend or otherwise alter any or all of the terms and conditions of any Promotional Programs; and (iii) if EchoStar and/or any of its Affiliates offer any Promotional Programs to Retailer, then Retailer shall only be eligible to participate in each such Promotional Program if and to the extent that it meets all of the qualification criteria and other terms and conditions as EchoStar and/or its Affiliates may establish at Any Time in their Sole Discretion. In the event of any conflict or inconsistency between the terms and conditions of a Promotional Program and/or applicable Business Rules and the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. In the event of any ambiguity between or among the terms and conditions of a Promotional Program, Business Rule and/or this Agreement, EchoStar shall have the sole and exclusive authority to interpret and/or make a final determination in its Sole Discretion concerning any issue arising from such ambiguity.

2.12 **MDU Property / Guest Properties.** Retailer shall ensure that no Guest Property or bulk-billed MDU Property directly or indirectly engages in: (i) the reselling of Bulk Programming (i.e., the property cannot charge more for Bulk Programming than they pay to EchoStar for such Bulk Programming); (ii) the retransmission or rebroadcast of any Programming, except with the express written consent of EchoStar which consent EchoStar may withhold in its Sole Discretion; or (iii) modifying, adding to, or deleting any of the Bulk Programming offered. In addition to (and without limitation of) the foregoing, Retailer shall not directly or indirectly engage, and shall ensure that no Guest Property or bulk-billed MDU Property directly or indirectly engages, in any act or omission through which EchoStar and/or any of its Affiliates could be deemed a cable operator or any other similar term, including without limitation any act or omission arising from or relating to the crossing of a public right of way by a provider of video programming services, in each case as defined under any applicable Laws ("Cable Operator"). Retailer shall promptly notify EchoStar if it is aware of or suspects (a) a change in the number of Units at any Guest Property or bulk-billed MDU Property subscribing to Bulk Programming or (b) any act or omission as set forth in the immediately preceding sentence through which EchoStar and/or any of its Affiliates could be deemed a Cable Operator. Retailer further understands and agrees that bulk-billed MDU Properties, non-bulk-billed MDU Properties and Guest Properties may require the purchase of commercially-invoiced DISH DBS Systems, if required and in such case, as further described in applicable Business Rules and adjustable at Any Time in EchoStar's Sole Discretion.

3. **REPRESENTATIONS AND WARRANTIES.** The parties hereto make the following representations and warranties with the specific intent to induce the other party into entering into this Agreement and recognize that the other party would not enter into this Agreement but for the following representations and warranties:

3.1 Each party hereto represents and warrants that the execution (whether via signature or electronic acceptance), delivery and performance of this Agreement have been duly authorized and that it has the full right, power and authority to execute, deliver and perform this Agreement.

3.2 Each party hereto represents and warrants that the signature of its duly authorized representative below or its electronic acceptance of this Agreement, as applicable, is genuine and that the person signing or electronically accepting this Agreement on behalf of such party is authorized by such party to sign and/or electronically accept this Agreement on its behalf.

3.3 Retailer represents and warrants that: (i) it is a valid and existing entity in compliance with all Laws related to the maintenance of its corporate or other business status; (ii) it is not currently insolvent; (iii) it is not currently violating and has never violated any Laws; (iv) neither it nor any of its Affiliates has ever engaged in any of the acts prohibited under Section 2.6, 2.7, 2.8, 2.9, 2.12, 6.10, 6.14, 7, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9 or 14 below; (v) neither it nor any of its Affiliates has ever engaged in any acts that would have resulted in automatic termination or be considered a default or breach under any current or former EchoStar Retailer Agreement, Incentivized Retailer Agreement, Commissioned Retailer Agreement, Commissioned Dealer Agreement, Distributor Retailer Agreement, Non-Incentivized Retailer Agreement, Non-Commissioned Retailer Agreement, or Non-Commissioned Dealer Agreement with EchoStar and/or any of its Affiliates or under any other current or former Other Agreement; (vi) it is not dependent upon EchoStar and/or any Affiliates of EchoStar for a major part of Retailer's business; and (vii) it either sells or could sell other products or services in addition to EchoStar products or services that compete with EchoStar products or services.

3.4 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT HAS READ THIS AGREEMENT IN ITS ENTIRETY AND THAT IT UNDERSTANDS FULLY EACH AND EVERY ONE OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

3.5 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE ITS INDEPENDENT COUNSEL REVIEW THIS AGREEMENT PRIOR TO EXECUTION (WHETHER VIA SIGNATURE OR ELECTRONIC ACCEPTANCE). EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT EITHER THIS AGREEMENT HAS BEEN ACTUALLY REVIEWED BY ITS INDEPENDENT COUNSEL OR THAT SUCH PARTY HAS DECLINED TO HAVE ITS INDEPENDENT COUNSEL DO SO.

3.6 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON, AND IT HAS NOT BEEN INDUCED INTO ENTERING INTO THIS AGREEMENT BY, ANY STATEMENTS, PROMISES,

REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, GUARANTEES, ACTS OR OMISSIONS NOT EXPRESSLY SET FORTH HEREIN.

3.7 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT HAS NOT BEEN COERCED INTO ENTERING INTO THIS AGREEMENT AND THAT IT HAS ENTERED INTO THIS AGREEMENT OF ITS OWN FREE WILL AND FREE OF INFLUENCE OR DURESS.

3.8 RETAILER REPRESENTS AND WARRANTS THAT BEFORE IT PARTICIPATES IN ANY PROMOTIONAL PROGRAM IT WILL CAREFULLY REVIEW THE TERMS AND CONDITIONS OF SUCH PROMOTIONAL PROGRAM AND ASSOCIATED BUSINESS RULES OR HAVE THEM REVIEWED BY ITS INDEPENDENT COUNSEL.

3.9 EACH PARTY HERETO REPRESENTS, WARRANTS, ACKNOWLEDGES AND AGREES THAT: (I) THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF, HAVE BEEN COMPLETELY AND CAREFULLY READ BY, AND EXPLAINED TO, SUCH PARTY; AND (II) THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY SUCH PARTY AND SUCH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS.

4. **PROGRAMMING.**

4.1 **Programming.** EchoStar shall determine at Any Time, in its Sole Discretion, the Programming for which Retailer may solicit orders. EchoStar may expand, reduce or otherwise modify the content of any Programming packages or add or delete any Programming (either in a package or a-la-carte) at Any Time in its Sole Discretion. All such changes shall be effective immediately upon notification by EchoStar, unless EchoStar notifies Retailer of a different effective date.

4.2 **Changes.** If at any time or for any reason or no reason EchoStar changes the content of any Programming package, Retailer's authority to solicit orders for the prior Programming package shall immediately cease.

5. **PRICES.** EchoStar shall determine the retail prices for Programming at Any Time in its Sole Discretion. Retailer will only solicit orders for Programming at the retail prices set by EchoStar from time to time. EchoStar may increase, decrease or otherwise modify those prices at Any Time in its Sole Discretion. Any price changes shall be effective immediately upon notification by EchoStar, unless EchoStar notifies Retailer of a different effective date. Retailer shall not represent that Programming may be purchased or otherwise obtained on any other terms and conditions except as authorized in writing by EchoStar.

6. **INCENTIVES.** In consideration of Retailer's continuing efforts to market, promote and solicit orders for Programming and Retailer's continuing efforts to service DISH Network Subscribers after initial activation, Retailer may be eligible to receive the Incentives set forth below.

6.1 **Monthly Incentives.**

6.1.1 **Monthly Residential Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each DISH DBS System or Promotional Certificate that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates (in the case of DISH DBS Systems and Promotional Certificates), or a Third Party Manufacturer (solely with respect to DISH DBS Systems); (ii) is re-sold by Retailer directly to a Qualifying Residential Subscriber; and (iii) results in the activation of Eligible Residential Programming for a new Residential Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Residential Incentive"), in accordance with applicable Business Rules. Solely for the purposes of this Section 6.1.1 and solely with respect to DISH DBS Systems activated under a Promotional Program involving the leasing of equipment by EchoStar to end users, a DISH DBS System (a) for which title is automatically transferred from Retailer to EchoStar pursuant to the Business Rules applicable to such Promotional Program, and (b) which is leased by EchoStar directly to a Qualifying Residential Subscriber pursuant to such Business Rules, in each case during the Term of this Agreement, shall be deemed to be re-sold by Retailer directly to such Qualifying Residential Subscriber for purposes of clause (ii) above. The amount of such Monthly Residential Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW RESIDENTIAL SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY RESIDENTIAL INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY RESIDENTIAL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.1.2 **Monthly Residential MDU Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each DISH DBS System that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates, or a Third Party Manufacturer; (ii) is re-sold by Retailer directly to a Qualifying Residential MDU Subscriber; and (iii) results in the activation of Eligible Residential MDU Programming for a new Residential MDU Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Residential MDU Incentive"), in accordance with applicable Business Rules. Solely for the purposes of this Section 6.1.2 and solely with respect to DISH DBS Systems activated under a Promotional Program involving the leasing of equipment by EchoStar to end users, a DISH DBS System (a) for which title is automatically transferred from Retailer to EchoStar pursuant to the Business Rules applicable to such Promotional Program, and (b) which is leased by EchoStar directly to a Qualifying Residential MDU Subscriber pursuant to such Business Rules, in each case during the Term of this Agreement, shall be deemed to be re-sold by Retailer directly to such Qualifying Residential MDU Subscriber for purposes of clause (ii) above. The amount of such Monthly Residential MDU Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW RESIDENTIAL MDU SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY RESIDENTIAL MDU INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY RESIDENTIAL MDU INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.1.3 **Monthly Commercial Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each DISH DBS System that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates, or a Third Party Manufacturer; (ii) is re-sold by Retailer directly to a Qualifying Commercial Subscriber; and (iii) results in the activation of Eligible Commercial Programming for a new Commercial Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Commercial Incentive"), in accordance with applicable Business Rules. The amount of such Monthly Commercial Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW COMMERCIAL SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY COMMERCIAL INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY COMMERCIAL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.1.4 **Monthly Bulk Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each DISH DBS System that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates, or a Third Party Manufacturer; (ii) is re-sold by Retailer directly to a Qualifying Bulk Subscriber; and (iii) results in the activation of Eligible Bulk Programming for a new Bulk Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Bulk Incentive"), in accordance with applicable Business Rules. The amount of such Monthly Bulk Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW BULK SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY BULK INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY BULK INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.2 **Additional Incentives.**

6.2.1 **Additional Residential Incentives.** During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Residential Incentives with respect to new Residential Subscriber Accounts, such as, co-op accrual, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Residential Incentives") under such Promotional Programs as EchoStar may make available to Retailer at Any Time in EchoStar's Sole Discretion. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Residential Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to

time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.2 **Additional Residential MDU Incentives**. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Residential MDU Incentives with respect to new Residential MDU Subscriber Accounts, such as, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Residential MDU Incentives") under such Promotional Programs as EchoStar may make available to Retailer at Any Time in EchoStar's Sole Discretion. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Residential MDU Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.3 **Additional Commercial Incentives**. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Commercial Incentives with respect to new Commercial Subscriber Accounts, such as, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Commercial Incentives") under such Promotional Programs as EchoStar may make available to Retailer at Any Time in EchoStar's Sole Discretion. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Commercial Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.4 **Additional Bulk Incentives**. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Bulk Incentives with respect to new Bulk Subscriber Accounts, such as, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Bulk Incentives") under such Promotional Programs as EchoStar may make available to Retailer at Any Time in EchoStar's Sole Discretion. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Bulk Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.7 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.5 RETAILER ACKNOWLEDGES AND AGREES THAT:

(I) UNDER NO CIRCUMSTANCES SHALL ECHOSTAR HAVE AT ANY TIME ANY OBLIGATION TO OFFER ANY ADDITIONAL INCENTIVES TO RETAILER, OR IF ADDITIONAL INCENTIVES ARE OFFERED TO OTHERS, TO ALTER OR AMEND APPLICABLE BUSINESS RULES TO PERMIT RETAILER TO BE ELIGIBLE TO RECEIVE THEM;

(II) ECHOSTAR MAY AT ANY TIME AND FROM TIME TO TIME, IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, ADD, DISCONTINUE, SUBSTITUTE, MODIFY OR OTHERWISE ALTER ANY OR ALL OF THE TERMS AND CONDITIONS OF ANY PROMOTIONAL PROGRAM INVOLVING THE PAYMENT OF ADDITIONAL INCENTIVES;

(III) IF ECHOSTAR OFFERS ANY ADDITIONAL INCENTIVES TO RETAILER THROUGH ANY PROMOTIONAL PROGRAM, RETAILER SHALL ONLY BE ELIGIBLE TO RECEIVE THE ADDITIONAL INCENTIVES IF AND TO THE EXTENT THAT IT MEETS ALL OF THE QUALIFICATION CRITERIA AND OTHER TERMS AND CONDITIONS SET FORTH IN THE APPLICABLE BUSINESS RULES (IF ANY) AND THIS AGREEMENT;

(IV) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES AND EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (V) BELOW, ADDITIONAL RESIDENTIAL INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS OR PROMOTIONAL CERTIFICATES THAT: (A) ARE SOLD TO RETAILER BY ECHOSTAR OR AN AFFILIATE OF ECHOSTAR (IN THE CASE OF DISH DBS SYSTEMS AND PROMOTIONAL CERTIFICATES) OR A THIRD PARTY MANUFACTURER (SOLELY WITH RESPECT TO DISH DBS SYSTEMS); (B) ARE RE-SOLD BY RETAILER DIRECTLY TO A QUALIFYING RESIDENTIAL SUBSCRIBER; AND (C) RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT;

(V) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES, SOLELY WITH RESPECT TO PROMOTIONAL PROGRAMS INVOLVING THE LEASING OF EQUIPMENT

BY ECHOSTAR, ADDITIONAL RESIDENTIAL INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS (A) THAT ARE SOLD TO RETAILER BY ECHOSTAR, AN AFFILIATE OF ECHOSTAR, OR A THIRD PARTY MANUFACTURER; (B) FOR WHICH TITLE IS AUTOMATICALLY TRANSFERRED DIRECTLY FROM RETAILER TO ECHOSTAR PURSUANT TO THE BUSINESS RULES APPLICABLE TO SUCH PROMOTIONAL PROGRAM; (C) THAT ARE LEASED BY ECHOSTAR DIRECTLY TO A QUALIFYING RESIDENTIAL SUBSCRIBER; AND (D) THAT RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT;

(VI) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES AND EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (VII) BELOW, ADDITIONAL RESIDENTIAL MDU INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS THAT: (A) ARE SOLD TO RETAILER BY ECHOSTAR OR ANY OF ITS AFFILIATES OR A THIRD PARTY MANUFACTURER; (B) ARE RE-SOLD BY RETAILER DIRECTLY TO A QUALIFYING RESIDENTIAL MDU SUBSCRIBER; AND (C) RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL MDU PROGRAMMING FOR A NEW RESIDENTIAL MDU SUBSCRIBER ACCOUNT;

(VII) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES, SOLELY WITH RESPECT TO PROMOTIONAL PROGRAMS INVOLVING THE LEASING OF EQUIPMENT BY ECHOSTAR, ADDITIONAL RESIDENTIAL MDU INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS (A) THAT ARE SOLD TO RETAILER BY ECHOSTAR, AN AFFILIATE OF ECHOSTAR, OR A THIRD PARTY MANUFACTURER; (B) FOR WHICH TITLE IS AUTOMATICALLY TRANSFERRED DIRECTLY FROM RETAILER TO ECHOSTAR PURSUANT TO THE BUSINESS RULES APPLICABLE TO SUCH PROMOTIONAL PROGRAM; (C) THAT ARE LEASED BY ECHOSTAR DIRECTLY TO A QUALIFYING RESIDENTIAL MDU SUBSCRIBER; AND (D) THAT RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL MDU PROGRAMMING FOR A NEW RESIDENTIAL MDU SUBSCRIBER ACCOUNT;

(VIII) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES, ADDITIONAL COMMERCIAL INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS THAT: (A) ARE SOLD TO RETAILER BY ECHOSTAR OR ANY OF ITS AFFILIATES OR A THIRD PARTY MANUFACTURER; (B) ARE RE-SOLD BY RETAILER DIRECTLY TO A QUALIFYING COMMERCIAL SUBSCRIBER; AND (C) RESULT IN THE ACTIVATION OF ELIGIBLE COMMERCIAL PROGRAMMING FOR A NEW COMMERCIAL SUBSCRIBER ACCOUNT;

(IX) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES, ADDITIONAL BULK INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS THAT: (A) ARE SOLD TO RETAILER BY ECHOSTAR OR ANY OF ITS AFFILIATES OR A THIRD PARTY MANUFACTURER; (B) ARE RE-SOLD BY RETAILER DIRECTLY TO A QUALIFYING BULK SUBSCRIBER; AND (C) RESULT IN THE ACTIVATION OF ELIGIBLE BULK PROGRAMMING FOR A NEW BULK SUBSCRIBER ACCOUNT; AND

(X) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES, IN NO EVENT SHALL RETAILER BE ELIGIBLE TO RECEIVE ANY MONTHLY INCENTIVES OR ADDITIONAL INCENTIVES HEREUNDER IN CONNECTION WITH THE MARKETING, PROMOTION, SALE, TRANSFER, HANDLING OR ANY OTHER ACTIVITY RELATING TO OR IN CONNECTION WITH PREPAID CARDS AND/OR THE INSTALLATION, SALE OR OTHER TRANSFER OF DISH DBS SYSTEMS, RELATED EQUIPMENT OR OTHER ACCESSORIES IN CONNECTION THEREWITH.

6.2.6 ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR ECHOSTAR SUBSCRIBER IS A NEW RESIDENTIAL SUBSCRIBER ACCOUNT, NEW RESIDENTIAL MDU SUBSCRIBER ACCOUNT, NEW COMMERCIAL SUBSCRIBER ACCOUNT OR NEW BULK SUBSCRIBER ACCOUNT THAT IS ELIGIBLE FOR THE PAYMENT OF ADDITIONAL INCENTIVES HEREUNDER. RETAILER ACKNOWLEDGES AND AGREES THAT IF IT CHOOSES TO PARTICIPATE IN ANY PROMOTIONAL PROGRAM IT WILL CAREFULLY REVIEW AND ADHERE TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE BUSINESS RULES RELATED THERETO. FURTHERMORE, RETAILER'S PARTICIPATION IN ANY PROMOTIONAL PROGRAM OR RECEIPT OF ADDITIONAL INCENTIVES THEREUNDER SHALL SERVE AS RETAILER'S ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS SET FORTH IN APPLICABLE BUSINESS RULES AND RETAILER'S AGREEMENT TO BE BOUND THERETO. ECHOSTAR'S CALCULATION AND PAYMENT OF ADDITIONAL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.3 **Chargeback of Incentives.**

6.3.1 IN THE EVENT THAT RETAILER IS PAID AN INCENTIVE TO WHICH IT IS NOT ENTITLED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY PROMOTIONAL PROGRAM OR APPLICABLE BUSINESS RULES, ECHOSTAR SHALL HAVE THE RIGHT TO CHARGE BACK SUCH INCENTIVE PAID TO

RETAILER. IN ADDITION TO (AND WITHOUT LIMITATION OF) THE FOREGOING, ECHOSTAR SHALL HAVE THE RIGHT TO CHARGE BACK ALL OR ANY PORTION OF THE MONTHLY INCENTIVES (AT ANYTIME) OR ADDITIONAL INCENTIVES (TO THE EXTENT THAT THE APPLICABLE CHARGEBACK PERIOD SET FORTH IN THIS AGREEMENT OR APPLICABLE BUSINESS RULES HAS NOT EXPIRED) PAID:

(I) WITH RESPECT TO A PARTICULAR QUALIFYING RESIDENTIAL SUBSCRIBER WHO SUBSEQUENTLY FAILS TO PAY IN FULL FOR THE UNDERLYING ELIGIBLE RESIDENTIAL PROGRAMMING, OR WITH RESPECT TO WHOM A REFUND OR CREDIT IS ISSUED FOR ANY REASON (ECHOSTAR SHALL HAVE THE OPTION TO ISSUE SUCH CREDITS OR REFUNDS AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON);

(II) WITH RESPECT TO A PARTICULAR QUALIFYING RESIDENTIAL MDU SUBSCRIBER WHO SUBSEQUENTLY FAILS TO PAY IN FULL FOR THE UNDERLYING ELIGIBLE RESIDENTIAL MDU PROGRAMMING, OR WITH RESPECT TO WHOM A REFUND OR CREDIT IS ISSUED FOR ANY REASON (ECHOSTAR SHALL HAVE THE OPTION TO ISSUE SUCH CREDITS OR REFUNDS AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON);

(III) WITH RESPECT TO A PARTICULAR QUALIFYING COMMERCIAL SUBSCRIBER WHO SUBSEQUENTLY FAILS TO PAY IN FULL FOR THE UNDERLYING ELIGIBLE COMMERCIAL PROGRAMMING, OR WITH RESPECT TO WHOM A REFUND OR CREDIT IS ISSUED FOR ANY REASON (ECHOSTAR SHALL HAVE THE OPTION TO ISSUE SUCH CREDITS OR REFUNDS AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON); AND

(IV) WITH RESPECT TO A PARTICULAR QUALIFYING BULK SUBSCRIBER WHO SUBSEQUENTLY FAILS TO PAY IN FULL FOR THE UNDERLYING ELIGIBLE BULK PROGRAMMING, OR WITH RESPECT TO WHOM A REFUND OR CREDIT IS ISSUED FOR ANY REASON (ECHOSTAR SHALL HAVE THE OPTION TO ISSUE SUCH CREDITS OR REFUNDS AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON).

IN ADDITION TO (AND WITHOUT LIMITATION OF ANY OF) THE FOREGOING, ECHOSTAR SHALL HAVE THE RIGHT TO CHARGE BACK ALL OR ANY PORTION OF THE INCENTIVES PAID IN CONNECTION WITH RETAILER FRAUDULENTLY RECEIVING AN INCENTIVE OR OTHER PAYMENT BY (A) MISREPRESENTING ANY INFORMATION CONCERNING A PRIOR OR CURRENT ECHOSTAR SUBSCRIBER TO MAKE THAT PERSON APPEAR TO BE A NEW ECHOSTAR SUBSCRIBER, OR (B) CREATING A FICTITIOUS OR FRAUDULENT CUSTOMER ACCOUNT. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT ECHOSTAR DETERMINES AT ANY TIME IN GOOD FAITH IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, THAT RETAILER COMMITTED FRAUD OR OTHER MISCONDUCT, ECHOSTAR SHALL HAVE THE RIGHT TO CHARGE BACK ALL OR ANY PORTION OF THE INCENTIVES PAID TO RETAILER, AND OUT-OF-POCKET EXPENSES (INCLUDING WITHOUT LIMITATION PROGRAMMING COSTS PAID AND ANY EQUIPMENT SUBSIDIES PROVIDED) INCURRED BY ECHOSTAR AND/OR ANY OF ITS AFFILIATES, IN CONNECTION WITH SUCH FRAUD OR MISCONDUCT. ECHOSTAR'S CALCULATION AND ASSESSMENT OF ANY CHARGEBACK SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15. ECHOSTAR'S DETERMINATION THAT A CHARGEBACK IS PROPER SHALL BE CONTROLLING ABSENT FRAUD, MALICE OR WANTON AND WILLFUL MISCONDUCT ON THE PART OF ECHOSTAR. THE PROVISIONS OF THIS SECTION 6.3 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT (FOR ANY REASON OR NO REASON WHATSOEVER) INDEFINITELY.

6.4 **Payment**. Subject to the terms of this Section 6.4, all Incentives paid to Retailer hereunder shall be made by EFT.

6.4.1 **Electronic Funds Transfer**. Retailer shall provide EchoStar with the Retailer Account information and any changes thereto ("EFT Instructions"), in the manner prescribed by EchoStar. Until Retailer provides EchoStar with EFT Instructions, or in the event that Retailer elects to receive payments by check, EchoStar shall pay Incentives to Retailer by check and Retailer will be assessed EchoStar's standard processing fee, which may be changed by EchoStar at Any Time in its Sole Discretion.

6.4.2 **Reliance on Retailer Account Information**. With respect to Retailer's EFT Instructions, and any purported changes or modifications thereof by Retailer, EchoStar may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing or instrument and may assume that any person purporting to give any such writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized by Retailer to do so. The provisions of this Section 6.4.2 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.4.3 **EchoStar EFT Liability Limitation**. Retailer agrees that in no event shall EchoStar have any liability

under this Agreement for any Incentives not received by Retailer as a result of an error in any way attributable to: (i) any bank or financial institution; (ii) Retailer; or (iii) any other person, entity or circumstance outside of EchoStar's direct control. The provisions of this Section 6.4.3 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.4.4 **Incentive Statements**. EchoStar shall make available to Retailer, in an electronic format determined by EchoStar at Any Time in its Sole Discretion, periodic statements reflecting the Incentives (if any) payable to Retailer as well as any Chargebacks assessed against Retailer. For the avoidance of doubt, such statements will only be made available during periods when Incentives are payable to Retailer. Retailer acknowledges that EchoStar is not required to provide Retailer with any additional information, including but not limited to communications between EchoStar and any DISH Network Subscriber or any customer account information regarding any DISH Network Subscriber.

6.5 **Exceptions**. Notwithstanding anything to the contrary set forth herein:

6.5.1 Retailer shall not be entitled to Monthly Residential Incentives (at anytime) or Additional Residential Incentives (to the extent that the applicable Chargeback period set forth in this Agreement or applicable Business Rules has not expired) with respect to any Residential Subscriber Account for which: (i) Eligible Residential Programming has been cancelled by anyone; (ii) payment in full for Eligible Residential Programming has not been timely received by EchoStar in accordance with the terms and conditions of the then current EchoStar Residential Customer Agreement; (iii) a credit or refund has been issued by EchoStar for any reason (EchoStar shall have the right to issue credits or refunds at Any Time in its Sole Discretion); (iv) the subscriber would otherwise be a Qualifying Residential Subscriber, but is already receiving—or previously received within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or at any time (in all other cases)—any of the Programming, or any other audio, video, data, interactive or other programming services from EchoStar or any of its Affiliates on the date of the order; (v) the Residential Subscriber Account is otherwise terminated, disconnected or deactivated for any reason or no reason whatsoever; or (vi) the Qualifying Residential Subscriber alleges that Retailer committed fraud or any other deceptive act or practice.

6.5.2 Retailer shall not be entitled to Monthly Residential MDU Incentives (at anytime) or Additional Residential MDU Incentives (to the extent that the applicable Chargeback period set forth in this Agreement or applicable Business Rules has not expired) with respect to any Residential MDU Subscriber Account for which: (i) Eligible Residential MDU Programming has been cancelled by anyone; (ii) payment in full for Eligible Residential MDU Programming has not been timely received by EchoStar in accordance with the terms and conditions of the then current EchoStar Residential Customer Agreement; (iii) a credit or refund has been issued by EchoStar for any reason (EchoStar shall have the right to issue credits or refunds at Any Time in its Sole Discretion); (iv) the subscriber would otherwise be a Qualifying Residential MDU Subscriber, but is already receiving— or previously received within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or at any time (in all other cases)—any of the Programming, or any other audio, video, data, interactive or other programming services from EchoStar or any of its Affiliates on the date of the order; (v) the Residential MDU Subscriber Account is otherwise terminated, disconnected or deactivated for any reason or no reason whatsoever; or (vi) the Qualifying Residential MDU Subscriber alleges that Retailer committed fraud or any other deceptive act or practice.

6.5.3 Retailer shall not be entitled to Monthly Commercial Incentives (at anytime) or Additional Commercial Incentives (to the extent that the applicable Chargeback period set forth in this Agreement or applicable Business Rules has not expired) with respect to any Commercial Subscriber Account for which: (i) Eligible Commercial Programming has been cancelled by anyone; (ii) payment in full for Eligible Commercial Programming has not been timely received by EchoStar in accordance with the terms and conditions of the then current EchoStar Commercial Customer Agreement; (iii) a credit or refund has been issued by EchoStar for any reason (EchoStar shall have the right to issue credits or refunds at Any Time in its Sole Discretion); (iv) the subscriber would otherwise be a Qualifying Commercial Subscriber, but is already receiving— or previously received within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or at any time (in all other cases)—any of the Programming, or any other audio, video, data, interactive or other programming services from EchoStar or any of its Affiliates on the date of the order; (v) the Commercial Subscriber Account is otherwise terminated, disconnected or deactivated for any reason or no reason whatsoever; or (vi) the Qualifying Commercial Subscriber alleges that Retailer committed fraud or any other deceptive act or practice.

6.5.4 Retailer shall not be entitled to Monthly Bulk Incentives (at anytime) or Additional Bulk Incentives (to the extent that the applicable Chargeback period set forth in this Agreement or applicable Business Rules has not expired) with respect to any Bulk Subscriber Account for which: (i) Eligible Bulk Programming has been cancelled by anyone; (ii) payment in full for Eligible Bulk Programming has not been timely received by EchoStar in accordance with the terms and conditions of the then current EchoStar Commercial Customer Agreement; (iii) a credit or refund has been issued by EchoStar for any reason (EchoStar shall have the right to issue credits or refunds at Any Time in its Sole Discretion); (iv) the subscriber would otherwise be a Qualifying Bulk Subscriber, but is already receiving— or previously received within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period) or at any time (in all other cases)—any of the Programming, or any other audio, video, data, interactive or other programming services from EchoStar or any of its Affiliates on the date of the order; (v) the Bulk Subscriber Account is otherwise terminated, disconnected or deactivated for any reason or no reason whatsoever; or (vi) the

Qualifying Bulk Subscriber alleges that Retailer committed fraud or any other deceptive act or practice.

6.5.5 Retailer shall not be entitled to any Incentives with respect to the activation by EchoStar of a DISH DBS System unless: (i) all of the individual components comprising the applicable DISH DBS System (e.g., receivers, dishes and LNBFs) are confirmed by EchoStar as having been purchased by Retailer directly from either: (a) EchoStar or an Affiliate of EchoStar, or (b) a Third Party Manufacturer; or (ii) the DISH DBS System is delivered pursuant to a Promotional Certificate that is confirmed by EchoStar as having been purchased by Retailer directly from EchoStar or an Affiliate of EchoStar. Retailer acknowledges and agrees that EchoStar shall not be required to pay Incentives to Retailer in connection with a DISH DBS System purchased by Retailer directly from a Third Party Manufacturer unless and until the Third Party Manufacturer provides EchoStar with accurate information required by EchoStar to be able to pay such Incentives to Retailer including, at a minimum: (1) serial numbers for DISH DBS Systems sold by the Third Party Manufacturer to Retailer; and (2) the name and address, and other appropriate identifying information of Retailer.

6.5.6 Notwithstanding anything to the contrary set forth herein and unless expressly set forth to the contrary under the terms and conditions of a specific Promotional Program or applicable Business Rules, Retailer shall only be entitled to receive Monthly Residential Incentives and Additional Residential Incentives with respect to the first new Residential Subscriber Account activated per household. Notwithstanding anything to the contrary set forth herein and unless expressly set forth to the contrary under the terms and conditions of a specific Promotional Program or applicable Business Rules, Retailer shall only be entitled to receive Monthly Residential MDU Incentives and Additional Residential MDU Incentives with respect to the first new Residential MDU Subscriber Account activated per household. Notwithstanding anything to the contrary set forth herein and unless expressly set forth to the contrary under the terms and conditions of a specific Promotional Program or applicable Business Rules, Retailer shall only be entitled to receive Monthly Commercial Incentives and Additional Commercial Incentives with respect to the first new Commercial Subscriber Account activated per business operated at a Commercial Location.

6.6 **Suspension and Termination of Incentives.**

6.6.1 **Suspension.** In addition to (and without limitation of) any other rights and remedies available, EchoStar shall not be required to pay any Incentives to Retailer which would otherwise be due to Retailer during any period in which Retailer is in breach or default of this Agreement, the Trademark License Agreement or any Other Agreement, and EchoStar shall have no liability to Retailer as a result of such suspension of payment. Specifically, and without limitation of the foregoing, Retailer shall have no right at any time to recoup any Incentives not paid during a period of breach or default. The foregoing provisions of this Section 6.6.1 may be exercised without terminating this Agreement and are without prejudice to any other rights and remedies that EchoStar and/or its Affiliates may have under this Agreement, at law, in equity or otherwise. The provisions of this Section 6.6.1 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.6.2 **Termination.** In the event this Agreement expires or is terminated for any reason or no reason whatsoever, EchoStar shall have the right, in addition to any other rights and remedies it may have, to terminate immediately all payments of Incentives then presently due and owing, or thereafter due, to Retailer under this Agreement.

6.7 **Non-Incentivized Activations by EchoStar.** In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Residential Subscriber and/or any DISH DBS System at a Residential Location or Institutional/Residential Location, EchoStar shall be entitled to activate Residential Programming for that Qualifying Residential Subscriber and/or DISH DBS System without payment of any Incentive or compensation to Retailer, even if Retailer solicited the Qualifying Residential Subscriber to order Residential Programming from EchoStar. In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Residential MDU Subscriber and/or any DISH DBS System at a non-bulk-billed MDU Property, EchoStar shall be entitled to activate Residential MDU Programming for that Qualifying Residential MDU Subscriber and/or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Residential MDU Subscriber to order Residential MDU Programming from EchoStar. In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Commercial Subscriber and/or any DISH DBS System at a Commercial Location, EchoStar shall be entitled to activate Commercial Programming for that Qualifying Commercial Subscriber and/or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Commercial Subscriber to order Commercial Programming from EchoStar. In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Bulk Subscriber and/or any DISH DBS System at a Guest Property or a bulk-billed MDU Property, EchoStar shall be entitled to activate Bulk Programming for that Qualifying Bulk Subscriber and/or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Bulk Subscriber to order Bulk Programming from EchoStar.

6.8 **Offsets.** In no event shall Retailer or any of its Affiliates offset any amounts due to EchoStar or any of its Affiliates from Retailer or any of its Affiliates against any Incentives or other amounts due to Retailer or any of its Affiliates from EchoStar or any of its Affiliates. In the event that the Incentives paid by EchoStar to Retailer exceed the amount to which Retailer was entitled, or if Retailer and/or any of its Affiliates are indebted to EchoStar and/or any of its Affiliates under Section 13 below or for any other reason (including without limitation for any Chargebacks permitted hereunder), Retailer and its Affiliates hereby acknowledge and agree that EchoStar and its Affiliates shall have the right, but not the obligation, to offset any such amounts against any Incentives or other amounts otherwise due to Retailer or any of its Affiliates from EchoStar or any of its Affiliates, as well as any and all amounts for which EchoStar

and/or any of its Affiliates may become liable to third parties by reason of Retailer's and/or any of its Affiliate's acts in performing, or failing to perform, Retailer's and/or any of its Affiliate's obligations under this Agreement or any Other Agreement. Further, EchoStar may, but shall have no obligation to, withhold such sums from any monies due or to become due to Retailer hereunder as EchoStar, at Any Time in its Sole Discretion, deems necessary to protect EchoStar and/or any of its Affiliates from any loss, damage, or expense relating to or arising out of Retailer's actions, inaction or performance hereunder, or in response to any claim or threatened claim of which EchoStar becomes aware concerning Retailer or the performance of Retailer's duties hereunder. EchoStar's right to money due and to become due hereunder shall not be subject to any defense (except payment), offset, counterclaim or recoupment of Retailer whatsoever, including, but not limited to, any which might arise from a breach of this Agreement by EchoStar or any of its Affiliates. The provisions of this Section 6.8 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.9 **Recovery of Outstanding Amounts**. ECHOSTAR'S CALCULATION OF INCENTIVES AND OFFSET AMOUNTS SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15. Within thirty (30) days after expiration or termination of this Agreement for any reason or no reason whatsoever, Retailer shall pay to EchoStar all amounts owing from Retailer and/or any of its Affiliates to EchoStar and/or any of its Affiliates.

6.10 **Collection of Programming and Other Fees.**

6.10.1 Retailer acknowledges and agrees that: (i) with the sole exception of payments for installation and after-sales services performed by Retailer and as otherwise expressly permitted by EchoStar in writing, under no circumstances shall Retailer or any of its Affiliates collect any payment for Programming or any other payment due to EchoStar and/or any of its Affiliates from any DISH Network Subscriber or any other person or entity; (ii) all subscription, demand purchase and other Programming fees shall be billed directly to DISH Network Subscribers by EchoStar; (iii) in the event that, notwithstanding Retailer's best efforts to comply with clause (i) above, a DISH Network Subscriber or other person or entity forwards any such payment to Retailer or any of its Affiliates, Retailer shall immediately forward the payment, together with any applicable sales or similar taxes, to EchoStar without deduction or offset of any kind, and shall instruct the DISH Network Subscriber or other person or entity that all future payments must be made to EchoStar directly; and (iv) until such time as the payment is delivered to EchoStar, such payment shall be deemed to be the sole and exclusive property of EchoStar, and Retailer shall hold such payment in trust for the benefit of EchoStar.

6.10.2 Retailer further acknowledges and agrees that: (i) under no circumstance shall Retailer or any of its Affiliates directly or indirectly collect any payment or derive any economic benefit in any form from a programming service provider (a "Programmer") in connection with and/or arising out of or relating to the marketing, promotion and/or solicitation of orders for the programming service(s) of such Programmer by Retailer and/or any of its Affiliates; (ii) in the event that, notwithstanding Retailer's best efforts to comply with clause (i) above, Retailer or any of its Affiliates receives any such payment or derives any such economic benefit, Retailer shall immediately forward the payment or deliver the cash value of the economic benefit, as the case may be, to EchoStar without deduction or offset of any kind; and (iii) until such time as the payment or cash value of the economic benefit is delivered to EchoStar, such payment or economic benefit shall be deemed to be the sole and exclusive property of EchoStar and Retailer shall hold such payment or economic benefit in trust for the benefit of EchoStar.

6.10.3 The foregoing is agreed to without prejudice to EchoStar exercising any other rights and remedies it may have at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), including without limitation, the right to terminate this Agreement and/or seek damages or other legal or equitable relief. The provisions of this Section 6.10 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

6.11 **Sole Incentives.** Retailer hereby acknowledges and agrees that the Incentives payable pursuant to this Agreement and any applicable Business Rules constitute the sole amounts payable by EchoStar to Retailer in connection with this Agreement.

6.12 **No Admission.** No payment to Retailer under this Agreement, whether in full or in part, shall be deemed to operate as EchoStar's acceptance, waiver or admission that Retailer has complied with any provision of this Agreement or the requirements of any Promotional Program including, without limitation, any Business Rules related thereto. The parties acknowledge and agree that at all times (including without limitation in connection with any arbitration or court proceeding) it shall remain Retailer's burden to prove eligibility for receipt of any Incentive (including, without limitation, performance of any conditions precedent thereto) or that any Chargeback was incorrect.

6.13 **Acknowledgement.** Retailer hereby acknowledges and agrees that the Incentives paid to Retailer under this Agreement do not represent deferred compensation in any form whatsoever and are not being paid to Retailer with respect to the procurement of, or the activation of Programming for, DISH Network Subscribers, but rather are being paid to Retailer as an incentive to continue marketing, promoting and soliciting orders for Programming from prospective DISH Network Subscribers and to provide continuing service to DISH Network Subscribers after initial activation.

6.14 **Assignment of Right to Payment.** Retailer does not have the power or the right to assign any payments, or its right to receive any payments, that may be due to Retailer under this Agreement. Any such assignment (whether express or by operation of law) shall be void and unenforceable. Any such attempted assignment shall immediately discontinue Retailer's right to future payments under this Agreement.

6.15 **Claims.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL ANY NOTICE OF CLAIM ARISING OUT OF OR RELATING TO ANY ALLEGED FAILURE TO PAY ANY AMOUNTS DUE AND OWING FROM ECHOSTAR AND/OR ANY OF ITS AFFILIATES, ON THE ONE HAND, TO RETAILER AND/OR ANY OF ITS AFFILIATES, ON THE OTHER HAND, OR ARISING OUT OF OR RELATING TO ANY CHARGEBACK BE PROVIDED LATER THAN THIRTY (30) DAYS AFTER THE DATE THAT THE RELEVANT PAYMENT SHOULD HAVE BEEN MADE OR THE DATE THAT THE RELEVANT CHARGEBACK OCCURRED, AS APPLICABLE, OR LATER THAN THIRTY (30) DAYS AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON OR NO REASON WHATSOEVER, WHICHEVER IS EARLIER, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW (IN THE EVENT THAT SUCH PERIOD IS IN EXCESS OF THE APPLICABLE PERIOD SET FORTH ABOVE).

7. **ORDERS.**

7.1 Retailer agrees to use its best efforts to promote and enhance EchoStar's business, reputation and goodwill. Retailer shall allow only its employees, and shall not use any independent contractors, subcontractors, Affiliates, agents, sub-agents or any other persons not employed by Retailer to fulfill any of its obligations hereunder without EchoStar's specific prior written consent, which consent may be withheld in EchoStar's Sole Discretion. In the event that EchoStar does grant consent to Retailer to use persons not employed by Retailer to perform any activities contemplated hereunder ("Permitted Subcontractors"), Retailer shall be responsible for the acts and omissions of such Permitted Subcontractors to the same extent it is responsible for the acts and omissions of its own employees.

7.2 Retailer shall not sell Programming under any circumstances. All sales of Programming are transactions solely between EchoStar and DISH Network Subscribers. Retailer shall promptly forward to EchoStar all orders for Programming in the manner prescribed by EchoStar from time to time. Retailer understands that EchoStar shall have the right, in its Sole Discretion, to accept or reject, in whole or in part, all orders for Programming. Retailer also agrees that it shall not condition, tie or otherwise bundle any purchase of Programming with the purchase of any other services or products other than as specifically consented to in writing by EchoStar in advance, which consent may be withheld in EchoStar's Sole Discretion.

7.3 Retailer shall comply with all Business Rules, including without limitation all Business Rules which govern or are otherwise applicable to any Promotional Program in which Retailer participates. Retailer shall disclose to each prospective DISH Network Subscriber the relevant terms and conditions of each Promotional Program in which such prospective DISH Network Subscriber is interested as well as any other terms and conditions as set forth in any applicable Business Rules. Furthermore, Retailer shall take all actions and refrain from taking any action, as requested by EchoStar in connection with the marketing, advertisement, promotion and/or solicitation of orders for Programming and/or the sale, lease or other transfer of DISH DBS Systems, Promotional Certificates and/or Prepaid Cards and Retailer shall cooperate by supplying EchoStar with any information arising from or relating to those actions as EchoStar reasonably requests. The failure of Retailer to adhere to any Business Rules may result in disciplinary action by EchoStar in its Sole Discretion up to and including termination of this Agreement and/or any Other Agreement, and/or the exercise by EchoStar of any other right or remedy available to it under contract (including without limitation this Agreement), at law, in equity or otherwise (all of which are hereby expressly reserved).

7.4 Retailer hereby acknowledges and agrees that the relationship, contractual or otherwise, between EchoStar (and/or any of its Affiliates) and each DISH Network Subscriber is, as between EchoStar and Retailer, for the sole and exclusive benefit of EchoStar and that EchoStar may conduct such relationship in any manner that it sees fit at Any Time, in its Sole Discretion, without incurring any liability whatsoever to Retailer and/or any of its Affiliates. In furtherance (and without limitation) of the foregoing, Retailer acknowledges and agrees that Retailer is not a third-party beneficiary of any agreement that EchoStar or any of its Affiliates may have with any DISH Network Subscriber, and that, under no circumstances, shall Retailer and/or any of its Affiliates have any claim or cause of action against EchoStar or any Affiliate of EchoStar for any action taken (or not taken) by EchoStar and/or any of its Affiliates with regard to any DISH Network Subscriber. Retailer further acknowledges and agrees that all records created or maintained by, or on behalf of, EchoStar relating to any DISH Network Subscriber are the sole and exclusive property of EchoStar and EchoStar shall not have any obligation whatsoever to give or allow Retailer access to such information, even if authorized or requested by such DISH Network Subscriber. The provisions of this Section 7.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

8. **TRADEMARK LICENSE AGREEMENT.** Retailer shall sign the Trademark License Agreement, in the form attached as Exhibit A hereto (the "Trademark License Agreement"), which agreement is hereby incorporated into this Agreement by reference in its entirety.

9. **CONDUCT OF BUSINESS.**

9.1 **Compliance with Laws.** Retailer shall not engage in any activity or business transaction which could be considered unethical, as determined by EchoStar in accordance with prevailing business standards, or damaging to EchoStar's and/or any of its Affiliates' image or goodwill in any way. Retailer shall under no circumstances take any action which could be considered disparaging to EchoStar and/or any of its Affiliates. Retailer shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state, municipal, or otherwise) and all amendments thereto, now enacted or hereafter promulgated (hereinafter "Laws"), and Retailer is solely responsible for its compliance with all Laws that apply to its obligations under this Agreement.

9.2 **Signal Theft.** Retailer shall not directly or indirectly: (i) engage in any signal theft, piracy or similar activities; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Programming; (iii) use a single DISH Network account or Prepaid Card for the purpose of authorizing Programming for multiple DISH DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); (iv) alter any DISH DBS Systems or smart cards or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (v) manufacture, import, offer to the public, sell, provide or otherwise traffic in any technology, product, service or device which is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (vi) aid any others in engaging in, or attempting to engage in, any of the above described activities. Retailer shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity. The provisions of this Section 9.2 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.3 **Hardware and Programming Export and Sale Restrictions.**

9.3.1 In addition to (and without limitation of) the Territory restrictions contained in this Agreement, Retailer hereby acknowledges that the U.S. Department of State and/or the U.S. Department of Commerce may in the future assert jurisdiction over DISH DBS Systems, and that DISH DBS Systems, Promotional Certificates, Prepaid Cards and Programming may not currently be sold outside of the Territory. Retailer represents, warrants and agrees that it will not directly or indirectly arrange for or participate in the export or sale of DISH DBS Systems, Promotional Certificates, Prepaid Cards or Programming, in whole or in part, outside of the Territory, and agrees that it will take all reasonable and adequate steps to prevent the export or sale of DISH DBS Systems, Promotional Certificates, Prepaid Cards and Programming outside of the Territory by others who purchase from Retailer and who might reasonably be expected to export or sell them outside of the Territory.

9.3.2 Retailer acknowledges and understands that U.S. export laws relating to satellite receivers may change from time to time in the future. Retailer acknowledges and agrees that it is Retailer's sole responsibility to be and remain informed of all U.S. laws relating to the export of satellite receivers outside of the U.S. EchoStar and its Affiliates have absolutely no obligation to update Retailer regarding the status of U.S. export laws or any other U.S. laws relating to the export of satellite receivers or any other products outside of the U.S. Retailer represents, warrants and agrees that prior to exporting any satellite receivers outside of the U.S., Retailer will investigate all applicable U.S. laws relating to the export of satellite receivers outside of the U.S. Retailer is strictly prohibited from violating any U.S. law relating to the export of satellite receivers outside of the U.S. Should Retailer export satellite receivers outside of the U.S. in violation of this Agreement and/or U.S. law, this Agreement shall automatically terminate.

9.4 **Bounty Programs.** Retailer acknowledges that it is in the best interest of both EchoStar and Retailer for DISH Network Subscribers to be long-term customers of EchoStar and/or its Affiliates. Retailer acknowledges that churning of DISH Network Subscribers is detrimental to EchoStar and negatively affects EchoStar's ability to offer Monthly Incentives and/or Additional Incentives. Retailer acknowledges that for any Promotional Program to be viable, DISH Network Subscribers must be long-term subscribers to DISH Network. Therefore, Retailer agrees that during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason or no reason, Retailer and its Affiliates will not directly or indirectly in any manner whatsoever operate, offer to any other person or entity, participate in, or assist any other person or entity to participate in, any promotion or program offered by any person or entity (including without limitation Retailer and/or any of its Affiliates) other than EchoStar or an Affiliate of EchoStar which directly or indirectly provides for the delivery of an economic incentive or other benefit to Retailer, DISH Network Subscribers or any other person or entity in any form directly or indirectly in connection with the direct or indirect solicitation of customers of EchoStar or any other DBS provider or customers of any DTH satellite programming service provider, for any purpose whatsoever (including, without limitation, in connection with such person or entity directly or indirectly assisting in the process of attempting to cause a customer of EchoStar or any other DBS provider or a customer of any DTH programming service provider to become a subscriber to any other programming service provider). In addition to (and without limitation of) the foregoing, Retailer agrees that during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason or no reason, Retailer and its Affiliates will not directly or indirectly produce, place, display or use any advertising or marketing material that explicitly references DISH Network, EchoStar, an Affiliate of EchoStar or

DISH Network Subscribers and attempts to persuade DISH Network Subscribers to cancel their EchoStar service and/or switch to a service offered by any other DBS provider, DTH programming service provider or multi-channel video programming distributor ("MPVD"). Further (and without limitation of the foregoing), during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason or no reason, Retailer shall not convert, or directly or indirectly assist any other person or entity who Retailer actually knew or reasonably should have known intended to convert, any DISH Network Subscriber to the services of any other DBS provider, DTH programming service provider or MVPD. The provisions of this Section 9.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for five (5) years.

9.5 **Subscriber Information.** All consumers who directly or indirectly subscribe to, purchase, lease or otherwise receive and/or acquire: (i) Programming (whether in connection with a Prepaid Card or otherwise), (ii) any other services provided by EchoStar or any of its Affiliates, and/or (iii) receive any other services incidental, connected or related to any of the foregoing services, and/or who directly or indirectly purchase, lease or otherwise obtain the hardware necessary to receive any such Programming and/or any such other services ("DISH Network Subscribers") shall be deemed customers of EchoStar for all purposes relating to programming services, including without limitation video, audio, data and interactive programming services, the other services provided by EchoStar or any of its Affiliates and any other services incidental, connected or related to any of the foregoing services ("Services"), and the hardware necessary to receive any of such services ("Hardware"). Retailer acknowledges and agrees that the names, addresses and other identifying information of DISH Network Subscribers ("Subscriber Information") are, as between Retailer and EchoStar, with respect to the delivery of Services and the provision of Hardware, proprietary to EchoStar, and shall be treated with the highest degree of confidentiality by Retailer. Retailer shall not directly or indirectly: (a) make use of any list of past or current DISH Network Subscribers (whether developed by Retailer or obtained from EchoStar or another source), (b) use any Subscriber Information for the direct or indirect benefit of any individual or entity other than EchoStar, (c) use any Subscriber Information for the purpose of soliciting, or permit any others to solicit, any person or entity to subscribe to any Services offered by any person or entity other than EchoStar or an Affiliate of EchoStar, or promote the sale, lease or other acquisition of any Hardware used in connection with services offered by any person or entity other than EchoStar and its Affiliates, or (d) reveal any Subscriber Information to any third party for any reason without the express prior written consent of EchoStar, which consent may be withheld by EchoStar in its Sole Discretion; provided, however, that nothing shall prohibit Retailer from utilizing its own customer list (but not a discrete portion thereof identifying any DISH Network Subscribers) for its general business operations unrelated to the delivery of Services or the provision of Hardware. The provisions of this Section 9.5 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.6 **Remedies.** Retailer agrees that any breach of its obligations set forth in this Section 9 will cause substantial and irreparable harm and injury to EchoStar for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that EchoStar shall have the right, in addition to (and without limitation of) any other rights and remedies available to EchoStar at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Retailer, its Affiliates, employees, independent contractors, subcontractors, agents or sub-agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 9.6 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.7 **Economic Benefits Derived Held in Trust.** In the event that Retailer derives an economic benefit, in any form, from a violation of any of its obligations under this Section 9, it is hereby agreed that such economic benefit is the property of EchoStar and that Retailer shall deliver the cash value of the economic benefit to EchoStar immediately upon receipt of the economic benefit. It is further agreed that Retailer shall hold such economic benefit in trust for the benefit of EchoStar until such time as its cash value is delivered to EchoStar. The foregoing is agreed to without prejudice to EchoStar to exercise any other rights and remedies it may have at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), including without limitation, the right to terminate this Agreement and seek damages or other legal or equitable relief. The provisions of this Section 9.7 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.8 **Sales and Use Tax.** Any transactions between Retailer and consumers for the purchase of DISH DBS Systems, Promotional Certificates, Prepaid Cards, related accessories and/or other equipment are transactions entered into solely and exclusively between Retailer and the consumer. Although EchoStar may from time to time incentivize Retailer to offer consumers free or discounted DISH DBS Systems, related accessories and/or other equipment, EchoStar does not acquire or retain title (except in connection with certain lease-based Promotional Programs) in such DISH DBS Systems, related accessories and/or other equipment. Retailer, and not EchoStar, is solely responsible for Retailer's investigation of and compliance with all Laws concerning sales and use taxes applicable to any equipment and/or other transactions between Retailer and any consumers.

9.9 **Restricted EchoStar Employees.** Retailer acknowledges that EchoStar and its Affiliates have invested substantial economic and other resources and goodwill in the training and professional development of Restricted EchoStar Employees (as defined below) and that Restricted EchoStar Employees have acquired certain trade secrets and/or other confidential and proprietary information of EchoStar and/or its Affiliates in which EchoStar and its Affiliates have a valuable interest in protecting and for which disclosure to Retailer and/or any of its Affiliates or any other DBS provider, DTH programming service provider or MVPD would be detrimental to EchoStar and its Affiliates (solely for the purposes of this Section 9.9, "Confidential Company Information"). Therefore, Retailer agrees that during the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement

for any reason or no reason, Retailer and its Affiliates will not directly or indirectly in any manner whatsoever solicit, recruit, entice, induce or otherwise attempt to persuade any Restricted EchoStar Employee to terminate or otherwise discontinue his or her employment with EchoStar and/or any of its Affiliates for the purpose of becoming an employee, independent contractor, subcontractor, Affiliate, agent, or sub-agent of Retailer and/or any of its Affiliates or any other DBS provider, DTH programming service provider or MVPD providing and/or performing any services within the Territory. In addition to (and without limitation of) the foregoing and except as otherwise agreed to by EchoStar or an EchoStar Affiliate in a writing signed by an Executive Vice President of EchoStar or an EchoStar Affiliate (or his or her designee), Retailer agrees that during the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Retailer and its Affiliates will not directly or indirectly in any manner whatsoever, employ, hire or otherwise contract for the performance of any services of any Restricted EchoStar Employee within the Territory, or directly or indirectly in any manner whatsoever assist or attempt to assist any other DBS provider, DTH programming service provider or MVPD to directly or indirectly in any manner whatsoever employ, hire or otherwise contract for the performance of any services by any Restricted EchoStar Employee within the Territory. For the purposes of this Section 9.9, "Restricted EchoStar Employee" shall mean any person currently employed by EchoStar and/or any of its Affiliates or previously employed by EchoStar and/or any of its Affiliates at any time within the immediately prior twelve (12) months: (i) as a regional sales manager, national sales manager, senior manager, director, vice president, or senior vice president, (ii) in any other position (a) involving the management, supervision and/or control of other persons employed by EchoStar and/or any of its Affiliates and (b) through which such person enjoys and exercises a degree of unsupervised independence and control over the business area, unit, team, division, group, region, territory, subject matter, and/or other similar segment or distinction (collectively, "Business Segment") for which he or she is responsible that would logically be considered reasonably similar to or greater than the degree of unsupervised independence and control generally enjoyed and exercised by any persons who satisfy the description set forth in clause (i) above with respect to their applicable Business Segment, (iii) in any position involving the performance of any professional services (including without limitation legal, financial or accounting services) for any person who satisfies the description set forth in clause (i) or (ii) above, and/or (iv) who obtains or otherwise acquires any Confidential Company Information in any manner whatsoever and for any reason or no reason (regardless of whether such acquisition is within the scope of employment or authority of such employee). The provisions of this Section 9.9 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for twelve (12) months.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement shall commence on the Effective Date and shall continue through December 31, 2008 (the "Term"), unless earlier terminated by either party hereto or otherwise in accordance with the terms and conditions of this Agreement. This Agreement is not automatically renewable, and neither party hereto shall be under any obligation whatsoever to offer or to accept an agreement to renew or replace this Agreement upon its expiration. RETAILER RECOGNIZES THAT THIS AGREEMENT MAY BE TERMINATED PRIOR TO THE EXPIRATION OF THE TERM AND THAT NO REPRESENTATIONS, WARRANTIES, COVENANTS OR GUARANTEES HAVE BEEN MADE TO RETAILER THAT RETAILER WILL REMAIN AN AUTHORIZED RETAILER DURING THE ENTIRE TERM OR THAT THE AGREEMENT WILL NOT BE TERMINATED PRIOR TO EXPIRATION OF THE TERM PURSUANT TO SECTION 10.2, 10.3, 10.4 OR 10.5 BELOW.

10.2 **Termination by Either Party for Convenience.** Either party hereto may, in its Sole Discretion, terminate this Agreement for its convenience (without cause) by giving the other party no less than sixty (60) days prior written notice.

10.3 **Termination By Either Party Upon Default.** This Agreement may be terminated by a party hereto (the "Affected Party"), if the other party (the "Other Party") has failed to cure (if curable) any Default (as defined below) within twenty (20) days of receipt of a written notice of such Default from the Affected Party. For the purposes of this Agreement a "Default" shall occur when: (i) the Other Party fails to pay any amount to the Affected Party or its Affiliates when due under this Agreement or any Other Agreement; or (ii) the Other Party fails to perform any obligation or breaches any representation, warranty or covenant in this Agreement, any Other Agreement, or the Trademark License Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right).

10.4 **Automatic Termination.** This Agreement shall terminate automatically should any of the following occur, unless EchoStar notifies Retailer to the contrary in writing at any time thereafter: (i) Retailer becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Retailer; (ii) Retailer, for more than twenty (20) consecutive days, fails to maintain operations as a going business; (iii) Retailer, for more than twenty (20) consecutive days, ceases to continuously and actively market and promote DISH DBS Systems, Promotional Certificates, Prepaid Cards and/or Programming; (iv) Retailer, or any officer, director, substantial shareholder or principal of the Retailer is convicted in a court of competent jurisdiction of any criminal offenses greater than a Class C (or comparable) Misdemeanor; (v) Retailer fails to comply with any applicable Laws, or engages in any practice, substantially related to the business conducted by Retailer in connection with this Agreement, which is determined to be an unfair trade practice or other violation of any applicable Laws, including without limitation any telemarketing/do-not-call laws, spam laws, privacy laws, fair credit reporting laws or warranty laws; (vi) Retailer falsifies any records or reports required hereunder or under any Business Rule; (vii) Retailer fails to renew, or loses, due to suspension, cancellation or revocation, for a period of fifteen (15) days or more, any license, permit or similar document or authority required by any Laws or by any governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement or to maintain its corporate or other business status in effect as of the Effective Date; (viii) Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System, Promotional

Certificate or Prepaid Card to a person or entity whom Retailer knew or reasonably should have known: (a) was not an end-user and/or intended to resell it, lease it or otherwise transfer possession of it for use by another individual or entity, (b) intended to use it, or to allow others to use it, to view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, (c) intended to use it, or to allow others to use it, to view Residential MDU Programming at a location other than a non-bulk-billed MDU Property, (d) intended to use it, or to allow others to use it, in Canada, Mexico or at any other location outside of the Territory, or (e) intended to authorize, or to allow others to authorize, Programming for a DISH DBS System using a single DISH Network account or Prepaid Card that had or would have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); (ix) Retailer makes, or attempts to make, any representation, promise or agreement for or on behalf of EchoStar; (x) the Trademark License Agreement or any Other Agreement expires or terminates for any reason or no reason; (xi) Retailer directly or indirectly uses a single DISH Network account or Prepaid Card for the purpose of authorizing Programming for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); (xii) any actual or alleged fraud, misrepresentation, or illegal action of any sort by Retailer in connection with this Agreement, the Trademark License Agreement, and/or any Other Agreement; (xiii) Retailer Pre-Activates any DISH DBS System or directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System, Promotional Certificate or Prepaid Card to a person or entity who Retailer knew or reasonably should have known intended to Pre-Activate a DISH DBS System; (xiv) Retailer directly or indirectly makes any payment to EchoStar for Programming services or otherwise on behalf of any retail end-user of any DISH DBS System; (xv) the churn rate experienced by EchoStar for DISH Network Subscribers activated through Retailer is equal to or greater than 125% of the churn rate experienced by EchoStar with respect to DISH Network subscribers generally during any consecutive three-month period; (xvi) Retailer is in breach or default of any of its obligations under Section 2.6, 2.7, 2.8, 2.9, 2.12, 6.10, 6.14, 7, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9 or 14; (xvii) Retailer indefinitely ceases to actively market and promote DISH DBS Systems, Promotional Certificates, Prepaid Cards and/or Programming, as determined by EchoStar in its Sole Discretion; (xviii) Retailer fraudulently receives, or attempts to receive, an Incentive or any other payment of any type to which it is not entitled under the terms and conditions of this Agreement or any Other Agreement, including without limitation by misrepresenting any information concerning a prior DISH Network Subscriber to make that person or entity appear to be a new DISH Network Subscriber or creating a fictitious or fraudulent customer account; or (xix) Retailer fails to activate the applicable minimum number of new subscribers set forth in any applicable Business Rules.

10.5 **Expiration or Termination of Agreement**. The parties hereto agree that if this Agreement expires or terminates for any reason or no reason: (i) Retailer shall immediately discontinue the marketing, promotion and solicitation of orders for Programming, and immediately cease to represent and/or imply to any person or entity that Retailer is an Authorized Retailer of EchoStar; (ii) Retailer shall immediately discontinue all use of the trademarks associated or included in any way whatsoever with Programming, including, without limitation, DISH; (iii) Retailer shall deliver to EchoStar, or destroy, at EchoStar's option, all tangible things of every kind (excluding DISH DBS Systems) in Retailer's possession or control that bear any of the trademarks; (iv) Retailer shall upon request by EchoStar, certify in writing to EchoStar that such delivery or destruction has taken place; and (v) Retailer shall pay all sums due EchoStar under this Agreement and any Other Agreement within thirty (30) days of the date of such expiration or termination. EchoStar acknowledges and agrees that, following the expiration or termination of this Agreement for any reason or no reason, Retailer may choose to sell products, programming and other services that compete with EchoStar products, programming and other services and that EchoStar cannot require Retailer to continue as an Authorized Retailer. Retailer acknowledges and agrees that it cannot require EchoStar to allow Retailer to remain an Authorized Retailer regardless of whether or not any other retailer is allowed to remain an Authorized Retailer.

11. **INDEPENDENT CONTRACTOR**. The relationship of the parties hereto is that of independent contractors. Retailer shall conduct its business as an independent contractor, and all persons employed in the conduct of such business shall be Retailer's employees only, and not employees or agents of EchoStar or any of its Affiliates. Retailer shall prominently state its business name, address and phone number and that Retailer is an "authorized DISH Network retailer" in all communications with the public, including, without limitation, marketing materials, flyers, print ads, television or radio spots, web sites, e-mails, invoices, sales slips, and the like. Notwithstanding anything set forth in this Agreement to the contrary, Retailer (including without limitation its officers, directors, employees and Permitted Subcontractors) shall not, under any circumstances, hold itself out to the public or represent that it is EchoStar or an employee, subcontractor, Affiliate, agent, or sub-agent of EchoStar or any EchoStar Affiliate. In furtherance (and without limitation) of the foregoing, in no event shall Retailer use EchoStar's name or the name of any EchoStar Affiliate and/or any trade name used by EchoStar or any EchoStar Affiliate in any manner which would tend to imply that Retailer is an Affiliate of EchoStar or that Retailer is an employee, subcontractor, Affiliate, agent, or sub-agent of EchoStar or any of its Affiliates or that Retailer is acting or is authorized to act on behalf of EchoStar or any of its Affiliates. This Agreement does not constitute any joint venture or partnership. It is further understood and agreed that Retailer has no right or authority to make any representation, warranty, promise or agreement or take any action for or on behalf of EchoStar or any Affiliate of EchoStar.

12. **LIMITATION OF LIABILITY**. The provisions of this Section 12 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

12.1 UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON OR NO REASON WHATSOEVER, ECHOSTAR AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR OBLIGATION TO RETAILER WHATSOEVER AND RETAILER SHALL HAVE NO RIGHT TO REQUIRE ECHOSTAR TO CONTINUE TO ALLOW RETAILER TO ACT AS AN AUTHORIZED RETAILER TO SOLICIT ORDERS FOR PROGRAMMING ON BEHALF OF ECHOSTAR. RETAILER AGREES THAT IN THE EVENT OF EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON OR NO REASON, NO AMOUNTS SPENT IN FULFILLMENT OF THIS AGREEMENT WILL BE RECOVERABLE BY RETAILER FROM ECHOSTAR OR ANY OF ITS AFFILIATES.

12.2 IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS MADE BY OR ON BEHALF OF ECHOSTAR OR ANY OF ITS AFFILIATES BE BINDING AS COMMITMENTS OR PROMISES. IN NO EVENT SHALL ECHOSTAR OR ANY AFFILIATE OF ECHOSTAR BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO RETAILER (WHETHER FORESEEABLE OR NOT), INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES' SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT, OR CLAIMS UNDER DEALER TERMINATION, PROTECTION, NON-RENEWAL OR SIMILAR LAWS, FOR ANY CAUSE WHATSOEVER WHETHER OR NOT CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. **INDEMNIFICATION.** Retailer shall indemnify, defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives (collectively the "EchoStar Group") harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorney fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims"), that arise out of, or are incurred in connection with: (i) Retailer's performance or failure of performance under this Agreement, the Trademark License Agreement and/or any Other Agreement, and any direct or indirect results thereof, including but not limited to Retailer's sale and/or installation of DISH DBS Systems, Promotional Certificates or Prepaid Cards; (ii) Retailer's lawful or unlawful acts or omissions (or those of any of Retailer's employees whether or not such acts are within the scope of employment or authority of such employees) relating to the sale, leasing, transfer of possession, marketing, advertisement, promotion and/or solicitation of orders for Programming, Promotional Certificates, Prepaid Cards and/or DISH DBS Systems and/or any other products or services of EchoStar or any of its Affiliates; (iii) the failure of Retailer to comply with any provision of this Agreement or any Business Rule; (iv) the breach of any of Retailer's representations or warranties contained herein; (v) all purchases, contracts, debts and/or obligations made by Retailer; (vi) the failure of Retailer to comply with, or any actual or alleged violation of, any applicable Laws; (vii) any claim brought by Retailer's employees, independent contractors, subcontractors, Affiliates, agents, sub-agents and/or any other person or entity for compensation and/or damages arising out of or relating to the expiration or termination of this Agreement; (viii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers or any other person or entity (except with respect to any marketing materials supplied to Retailer by EchoStar); (ix) any installation and/or after-sale services performed by Retailer, or any of its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents; (x) Retailer's, or any of its employees', independent contractors', subcontractors', Affiliates', agents' or sub-agents' failure to comply with any performance standard; (xi) a DISH Network Subscriber's dissatisfaction with any aspect of the installation and/or after-sale services performed by Retailer, or any of its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents; (xii) the termination, disturbance, interruption or other interference with the service provided by any public utility or damage to the equipment of any public utility caused directly or indirectly by Retailer, or any of its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents; (xiii) Retailer directly or indirectly selling, leasing or otherwise transferring possession of a DISH DBS System, Promotional Certificate or Prepaid Card to any person or entity whom Retailer knew or reasonably should have known: (a) was not an end-user and/or intended to resell it, lease it or otherwise transfer possession of it for use by another individual or entity; (b) intended to use it, or to allow others to use it, to (1) view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, or (2) view Residential MDU Programming at a location other than a non-bulk-billed MDU Property; (c) intended to use it, or to allow others to use it, in Canada, Mexico or at any other location outside of the Territory; or (d) intended to authorize, or to allow others to authorize, Programming for a DISH DBS System using a single DISH Network account or Prepaid Card that has or would have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); and/or (xiv) Retailer directly or indirectly using a single DISH Network account or Prepaid Card for the purpose of authorizing Programming for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property). In the event of any claim for indemnification by the EchoStar Group under this Section 13, the EchoStar Group shall be entitled to representation by counsel of its own choosing, at Retailer's sole cost and expense. The EchoStar Group shall have the right to the exclusive conduct of all negotiations, litigation, settlements and other proceedings arising from any such claims and Retailer shall, at its own cost and expense, render all assistance requested by EchoStar in

connection with any such negotiation, litigation, settlement or other proceeding. Each indemnity obligation set forth in this Section 13 shall be in addition to (and without limitation of) any other indemnity obligations set forth in this Agreement. The provisions of this Section 13 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

14. **CONFIDENTIALITY.** Retailer and its employees will maintain, in confidence, the terms, conditions and provisions of this Agreement, the terms, conditions and provisions of any and all Business Rules and Promotional Programs, as well as all data, summaries, reports, communications or information of all kinds, whether oral or written, acquired, devised or developed in any manner from EchoStar's personnel or files, or as a direct or indirect result of Retailer's actions or performance under this Agreement, including without limitation nonpublic personal information of DISH Network Subscribers ("Confidential Information") and Retailer represents, warrants and covenants to EchoStar and its Affiliates that it has not and will not reveal the same to any persons not employed by Retailer, except: (i) at the written direction of EchoStar; (ii) to the extent necessary to comply with any applicable Laws, the valid order of a court of competent jurisdiction or the valid order or requirement of a governmental agency or any successor agency thereto, in which event Retailer shall notify EchoStar in writing of the information prior to making any disclosure, and shall seek confidential treatment of such information; or (iii) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, provided such parent company, auditors and attorneys agree to be bound by the provisions of this paragraph. Retailer shall not issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of EchoStar, which consent may be withheld in EchoStar's Sole Discretion. Upon expiration or termination of this Agreement for any reason or no reason whatsoever, Retailer shall return all copies of all Confidential Information or at EchoStar's request in EchoStar's Sole Discretion destroy all such Confidential Information, and immediately certify in writing to EchoStar that such delivery or destruction has taken place. Retailer agrees that any breach or default of any of its obligations set forth in this Section 14 will cause substantial and irreparable harm and injury to EchoStar for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that EchoStar shall have the right, in addition to (and without limitation of) any other rights and remedies available to EchoStar at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Retailer, its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents, as well as any other equitable relief allowed by the federal or state courts. The provisions of this Section 14 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

15. **DISPUTE RESOLUTION.**

Retailer acknowledges that EchoStar deals with thousands of retailers and that hundreds of thousands of incentive payments are made annually. Retailer acknowledges that any delay in notifying EchoStar of any alleged shortage or non-payment, allegedly incorrect chargeback, or any other alleged claim that may result in EchoStar's liability to Retailer for damages or injunctive relief may impede EchoStar's ability to fully and timely investigate any such claim by Retailer. Retailer agrees that it is in each party's best interest to give EchoStar control over claims that have to be investigated and to allow EchoStar to investigate any such claim at the earliest possible moment as well as maintain an orderly method for handling Retailer claims. Accordingly, Retailer agrees to immediately inspect and review the statements described in Section 6.4.4 to determine any claims or disputes that Retailer believes exist and, in the event of any claim or dispute, to follow the procedures set forth below. Retailer also agrees to follow the below claims procedures for all claims that may result in EchoStar's liability to Retailer for damages or injunctive relief.

15.1 **Claims for Breach or Default.** IN THE EVENT OF AN OCCURRENCE THAT RENDERS, OR MIGHT RENDER, ECHOSTAR LIABLE TO RETAILER FOR ANY DAMAGES OR INJUNCTIVE RELIEF AS A RESULT OF ANY ALLEGED BREACH OR DEFAULT OF THIS AGREEMENT OR ANY OTHER AGREEMENT, RETAILER SHALL GIVE WRITTEN NOTICE OF SUCH OCCURRENCE AS SOON AS PRACTICABLE TO ECHOSTAR (A "NOTICE OF CLAIM"). IN NO EVENT SHALL ANY NOTICE OF CLAIM BE PROVIDED LATER THAN NINETY (90) DAYS AFTER THE DATE OF THE RELEVANT OCCURRENCE, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW (IN THE EVENT THAT SUCH PERIOD IS IN EXCESS OF THE APPLICABLE PERIOD SET FORTH ABOVE). EACH NOTICE OF CLAIM SHALL STATE: (I) THE DATE, TIME AND NATURE OF THE OCCURRENCE; (II) THE TOTAL AMOUNT CLAIMED BY RETAILER, IF ANY, IN CONNECTION WITH SUCH OCCURRENCE AND THE BASIS FOR ANY AMOUNT CLAIMED, AND (III) IDENTIFICATION OF ALL DOCUMENTS AND OTHER INFORMATION IN RETAILER'S CONTROL OR POSSESSION ARISING FROM OR RELATING TO SUCH OCCURRENCE. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING INCENTIVE PAYMENTS THROUGH ECHOSTAR'S RETAILER WEBSITE (http://retailer.echostar.com) IN ACCORDANCE WITH APPLICABLE BUSINESS RULES. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING ALL OTHER CLAIMS VIA ELECTRONIC MAIL TO executiveresolution@echostar.com WITH THE SUBJECT LINE "NOTICE OF CLAIM." AFTER SUBMITTING A NOTICE OF CLAIM, RETAILER SHALL PROVIDE ECHOSTAR WITH ANY AND ALL ADDITIONAL INFORMATION REQUESTED BY ECHOSTAR WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ECHOSTAR'S REQUEST. ECHOSTAR SHALL BE ENTITLED TO HAVE ACCESS TO RETAILER'S BOOKS AND RECORDS DURING ITS INVESTIGATION OF RETAILER'S CLAIM. FAILURE TO STRICTLY COMPLY WITH THE PROVISIONS OF THIS SECTION 15.1 WITH RESPECT TO A PARTICULAR OCCURRENCE THAT RENDERS, OR MIGHT RENDER, ECHOSTAR IN BREACH OR DEFAULT OF THIS AGREEMENT AND LIABLE TO RETAILER FOR DAMAGES OR INJUNCTIVE RELIEF, SHALL CONSTITUTE A WAIVER BY RETAILER WITH RESPECT TO THE RELEVANT OCCURRENCE, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATED THERETO.

15.2 **Mediation.** The parties agree to submit any and all disputes, controversies or claims not otherwise barred or resolved under Section 15.1 or exempted under Section 15.4, which may arise between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including but not limited to any and all disputes, controversies, and claims arising out of or relating to this Agreement including, without limitation, any and all disputes, controversies or claims related to: (i) the execution and delivery of this Agreement (whether via signature or electronic acceptance); (ii) the interpretation of this Agreement; (iii) a party's performance or failure to perform hereunder; (iv) the termination of this Agreement; and (v) any rights Retailer may have under dealer termination or non-renewal laws (collectively "Disputes"), to mandatory non-binding mediation (a "Mediation") in front of a single mediator. Either party may initiate a Mediation by giving written notice to the other party pursuant to Section 17.10 describing the Dispute (a "Notice of Mediation"). The Notice of Mediation shall include: (a) a statement of the initiating party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that party and of any other persons who will accompany the executive. The Mediation shall take place in the City and County of Denver, Colorado at a mutually agreeable time and location before a mediator chosen by mutual agreement of the parties. In the event that either party fails to negotiate the selection of a mediator in good faith or unreasonably withholds its approval of a mediator, such party shall be deemed to have waived its right to select the mediator by mutual agreement of the parties and shall be required to participate in the Mediation with the mediator chosen by the other party. Each party shall participate through a representative with full settlement authority and shall bear its own costs and expenses and one-half of the costs and expenses of the mediator. Any such Mediation must be concluded within sixty (60) days of the Notice of Mediation. Nothing contained herein (excluding the provisions of Section 2.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or any of its Affiliates to file a Notice of Arbitration (as defined below) and/or bring a request for injunctive relief against the other party and/or any of its Affiliates for any violations of Section 2.2, 2.6, 2.7, 2.8, 2.12, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9, 11 or 14 or any provision of the Trademark License Agreement or any Other Agreement. In the event that a party (the "Non-Mediating Party") fails to: (1) pay one-half of the costs and expenses of the mediator to the mediator when due; or (2) otherwise refuses or fails to participate in or attend a Mediation that has been properly initiated pursuant to this Section 15, then the Non-Mediating Party agrees that: (A) the Non-Mediating Party shall be deemed to have waived its right to initiate an Arbitration (as defined below) pursuant to Section 15.3, as fully participating in a Mediation pursuant to this Section 15.2 is a condition precedent to a party's right to initiate an Arbitration; (B) the other party (the "Mediating Party") shall have the right (but not the obligation) to initiate an Arbitration pursuant to Section 15.3 without any further obligation under this Section 15.2; and (C) the Mediating Party shall have the option, exercisable upon written notice to the Non-Mediating Party, to have the underlying dispute, controversy or claim resolved solely and exclusively before a court of competent jurisdiction located in the State of Colorado, as delineated in Section 15.5 below. In the event that the Mediating Party elects to initiate an Arbitration pursuant to clause (B) above or to resolve the underlying dispute, controversy or claim in court pursuant to clause (C) above, the parties agree that the Non-Mediating Party shall be deemed to have waived its right to pursue any affirmative claims or counterclaims in such Arbitration or court proceeding as fully participating in a Mediation pursuant to this Section 15.2 is a condition precedent to recovery.

15.3 **Arbitration.** Except as set forth to the contrary in this Section 15.3 or Section 15.4 below, any and all disputes, controversies or claims between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including without limitation any and all disputes, controversies or claims arising out of or in connection with this Agreement, including but not limited to the validity of this Section 15, the circumstances concerning the execution and delivery of this Agreement (whether via signature or electronic acceptance), and any allegations of fraud in the inducement, or which relate to the parties' relationship with each other or either party's compliance with any Laws, which are not settled through negotiation, the claim process set forth above in Section 15.1, or the mediation process set forth above in Section 15.2, shall be resolved solely and exclusively by binding arbitration (an "Arbitration") administered by the American Arbitration Association in accordance with both the substantive and procedural laws of Title 9 of the U.S. Code ("Federal Arbitration Act") and the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules"). In the event of any conflict or inconsistency between or among the Federal Arbitration Act, the Commercial Arbitration Rules, and/or the terms and conditions of this Agreement, such conflict or inconsistency shall be resolved by giving precedence in the following order: (i) this Agreement; (ii) the Federal Arbitration Act; and (iii) the Commercial Arbitration Rules. In consideration of EchoStar entering into this Agreement with Retailer, Retailer agrees that it will not serve as a class representative in any class action lawsuit brought by any person or legal entity concerning this Agreement in any respect. NEITHER PARTY NOR ANY OF ITS AFFILIATES MAY BRING ANY DEMAND FOR ARBITRATION AGAINST THE OTHER PARTY AND/OR ANY OF ITS AFFILIATES IF IT AND/OR ANY OF ITS AFFILIATES HAS FAILED TO FULLY COMPLY WITH THE PROCEDURES SET FORTH IN SECTIONS 15.1 AND 15.2; provided, however, that nothing contained herein (excluding the provisions of Section 2.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or any of its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or any of its Affiliates for any violations of Section 2.2, 2.6, 2.7, 2.8, 2.12, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9, 11 or 14 or any provision of the Trademark License Agreement or any Other Agreement.

15.3.1 **Initiation of Arbitration; Selection of Arbitrators.** The Arbitration must be initiated within ninety (90) days from the final day of the Mediation, or one hundred fifty (150) days from the Notice of Mediation in the event that the Mediation is not concluded within sixty (60) days of the Notice of Mediation, and shall be initiated by written notice from the initiating party to the other party pursuant to Section 17.10 stating the initiating party's intent to initiate arbitration ("Notice of Arbitration"). The Arbitration shall be conducted in the City and County of Denver, Colorado by a panel of three arbitrators who shall be selected as follows: (i) one arbitrator shall be selected by the claimant(s) within thirty (30) days of sending the Notice of Arbitration; (ii) one arbitrator shall be

selected by the respondent(s) within thirty (30) days of the claimant(s) notifying respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days of the appointment of the respondent(s)' arbitrator. The parties acknowledge and agree that each party shall have the option, exercisable upon written notice to the other party, to designate the arbitrator selected by such party as a non-neutral arbitrator in which event such arbitrator shall not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence. Notwithstanding the foregoing, in the event that either party fails to timely select an arbitrator pursuant to this Section 15.3: (a) such party shall be deemed to have waived its right to a three-member arbitration panel and shall be required to participate in the arbitral proceedings with the one arbitrator selected by the other party without any objection and (b) the one arbitrator selected by the other party shall thereafter be deemed a neutral arbitrator with whom neither party shall communicate *ex parte* concerning the Arbitration.

15.3.2 **Authority of the Arbitrator(s); Awards.** The parties hereby agree that the arbitrator(s) selected pursuant to Section 15.3.1 (the "Arbitrator(s)") are not authorized to: (i) conduct "class arbitration" in any form; and/or (ii) arbitrate any dispute on a representative basis in any form. The parties hereby agree that the Arbitrator(s) have the authority to entertain and rule upon dispositive motions, including but not limited to, default judgments as governed by Rule 55 of the Federal Rules of Civil Procedure, motions for summary judgment as governed by Rule 56 of the Federal Rules of Civil Procedure and motions to dismiss as governed by Rule 12 of the Federal Rules of Civil Procedure. The decision of the Arbitrator(s) shall be final and binding on the parties and any award of the Arbitrator(s) may be entered and enforced as a final judgment in any state or federal court of competent jurisdiction in the United States. The parties agree that, in no event, shall the Arbitrator(s)' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement, any Promotional Program or applicable Business Rules. In furtherance (and without limitation) of the foregoing, any award made by the Arbitrator(s) shall be within the limitations set forth in Section 12. The parties further agree that the Arbitrator(s) may not award damages, injunctive relief or any other remedy to any person or legal entity who is not present at the Arbitration or who does not submit proof of any alleged damages at the Arbitration.

15.3.3 **Arbitration Costs.** The party(ies) determined by the Arbitrator(s) to be the prevailing party(ies) shall be entitled to recover from the non-prevailing party(ies) any and all costs and expenses arising from any Arbitration hereunder, including without limitation all costs of the record or transcripts thereof, if any, administrative fees, and all other fees involved (including but not limited to reasonable attorney fees of the prevailing party(ies)); provided, however, that such costs and expenses may otherwise be allocated in an equitable manner as determined by the Arbitrator(s).

15.3.4 **Remedies for Non-Participation.** The parties acknowledge and agree that: (i) in addition to (and without limitation of) the other provisions of this Section 15, each party is relying upon the provisions of this Section 15.3 to efficiently address and resolve any and all disputes, controversies and claims arising out of or relating to this Agreement and (ii) any failure or refusal by a party (the "Non-Participating Party") to: (a) pay any amount to the American Arbitration Association ("AAA") when due ("Arbitration Payment Default") or (b) otherwise participate in or attend an Arbitration that has been properly initiated pursuant to this Section 15 ("Other Arbitration Default") will cause substantial and irreparable harm and injury to the other party (the "Participating Party"), for which monetary damages alone would be an inadequate remedy, including without limitation the termination of arbitral proceedings by the AAA. Accordingly, each party agrees that, in the event of an Arbitration Payment Default or Other Arbitration Default (each a "Non-Participation Event"), the Participating Party shall have the right (but not the obligation), in addition to (and without limitation of) any other rights and remedies available to such party at law, in equity, under contract (including without limitation this Agreement) or otherwise (all of which are hereby expressly reserved), to obtain immediate relief from the Arbitrator(s) or a court of competent jurisdiction located in the State of Colorado, as delineated in Section 15.5 below, in each case in the form of specific performance and/or a preliminary or permanent injunction, whether prohibitive or mandatory, against any violation or threatened violation of this Section 15.3, and without the necessity of posting or filing a bond or other security to restrain the threatened or actual violation of this Section 15.3 by the Non-Participating Party. In addition to (and without limitation of) the foregoing, in the event of a Non-Participation Event, the Participating Party shall have the option, exercisable upon written notice to the Non-Participating Party, to have the underlying dispute, controversy or claim resolved solely and exclusively before a court of competent jurisdiction located in the State of Colorado, as delineated in Section 15.5 below. In the event that the Participating Party elects to resolve the underlying dispute, controversy or claim in court pursuant to this Section 15.3.4, the parties agree that the Non-Participating Party shall be deemed to have waived its right to pursue any affirmative claims or counterclaims in such court proceeding as fully participating in an Arbitration pursuant to this Section 15.3 is a condition precedent to recovery.

15.4 **Exceptions.** Notwithstanding the foregoing, any request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to mediation or arbitration and may be adjudicated solely and exclusively in the United States District Court for the District of Colorado or in the appropriate state court of competent jurisdiction located in Arapahoe County, Colorado pursuant to Section 15.5 below; provided, however, that nothing contained herein (excluding the provisions of Section 2.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or any of its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or any of its Affiliates for any violations of Section 2.2, 2.6, 2.7, 2.8, 2.12, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9, 11 or 14 or any provision of the Trademark License Agreement or any Other Agreement.

15.5 **Choice of Law; Exclusive Jurisdiction.** The relationship between the parties and their present and future Affiliates, including without limitation all disputes, controversies or claims, whether arising in contract, tort, under statute or otherwise, shall be

governed by and construed in accordance with the laws of the State of Colorado, applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law provisions. In the event that a lawsuit is brought for injunctive relief pursuant to Section 15.2, 15.3, or 15.4 above or as otherwise permitted in clause (C) of Section 15.2 or the penultimate sentence of Section 15.3.4, such lawsuit shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties and their present and future Affiliates consent to the *in personam* jurisdiction of the United States District Court for the District of Colorado and the appropriate State Court located in Arapahoe County, State of Colorado for the purposes set forth in this Section 15 and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. Section 1404 or 1406 (or any successor statute). In the event that the United States District Court for the District of Colorado does not have subject matter jurisdiction over any such matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

15.6 **Survival.** The provisions of this Section 15 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

16. **INSURANCE.**

16.1 Retailer shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement the following insurance coverages:

16.1.1 Workers' Compensation or similar employee benefit act coverage with statutory limits as prescribed by the laws of all states in which Retailer conducts business operations in connection with this Agreement and Employers' Liability coverage with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics.

16.1.2 Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics.

16.1.3 Commercial Automobile Liability coverage which includes coverage for all owned, hired, and non-owned vehicles with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics.

16.2 All such policies and coverages shall: (i) be primary and non-contributory, and issued by insurers licensed to do business in all states in which Retailer conducts business operations in connection with this Agreement; (ii) be endorsed to provide EchoStar at least thirty (30) days prior notification of cancellation or material change in coverage; (iii) name EchoStar as an additional insured; and (iv) be endorsed to provide EchoStar with written notice of Retailer's failure to renew any coverage not later than the anniversary date for each coverage. All such insurance shall be evidenced by a certificate of insurance acceptable to EchoStar, which shall be provided to EchoStar upon request.

16.3 All insurance policies required by this Section 16 (except Workers' Compensation) shall designate EchoStar, DNSLLC, their Affiliates, and their respective directors, officers, and employees (all hereinafter referred to in this clause as "Company") as additional insureds. All such insurance policies shall be required to respond to any claim and pay any such claim prior to any other insurance or self-insurance which may be available. Any other coverage available to Company shall apply on an excess basis. Retailer understands and agrees that EchoStar, DNSLLC and their Affiliates and their respective directors, officers and employees are third party beneficiaries of Retailer's obligations under this Section 16. No deductible amount on any insurance policy required by this Section 16 shall exceed ten percent (10%) of the coverage amount of the policy.

17. **MISCELLANEOUS.**

17.1 **Waiver.** Except as otherwise expressly set forth to the contrary herein, the failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. In addition to (and without limitation of) the foregoing, the failure of EchoStar or any of its Affiliates to insist upon strict performance of any provision of any agreement between EchoStar and/or any of its Affiliates on the one hand and another retailer on the other hand, shall not be construed as a waiver of EchoStar's right to insist upon strict performance of each and every representation, warranty, covenant, duty and obligation of Retailer hereunder. In addition to (and without limitation of) the foregoing, the election of certain remedies by EchoStar or any of its Affiliates with respect to the breach or default by another retailer of any agreement between EchoStar and/or any of its Affiliates on the one hand and such other retailer on the other hand shall not be deemed to prejudice any rights or remedies that EchoStar may have at law, in equity, under contract (including without limitation this Agreement) or otherwise with respect to a similar or different breach or default hereunder by Retailer (all of which are hereby expressly reserved).

17.2 **Successor Interests; No Assignment by Retailer; Third Party Beneficiaries.** This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of EchoStar and Retailer. In addition to (and without limitation of) the prohibition against assignment of payments set forth in Section 6.14 above, neither party shall assign this Agreement without the prior written consent of the other party, except that EchoStar may assign this Agreement to any of its Affiliates in whole or in part and Any Time in EchoStar's Sole Discretion without the consent of Retailer. Because this Agreement is made and entered into by EchoStar in reliance on the financial, business and personal reputation of Retailer and its ownership and management, any merger, reorganization (including without limitation any change of form of entity, for example changing from a corporation to an LLC) or consolidation of Retailer shall be deemed an assignment requiring EchoStar's consent hereunder and if any person not a substantial stockholder of Retailer (someone with less than a 25% interest) as of the Effective Date subsequently becomes a substantial stockholder of Retailer (equal to, or greater than a 25% interest), that shall be considered an assignment requiring EchoStar's consent hereunder. The provisions of this Agreement are for the exclusive benefit of the parties hereto, EchoStar's Affiliates and their heirs, legal representatives, successors and permitted assigns, and nothing in this Agreement, express or implied, is intended, or shall be deemed or construed, to confer upon any third party (other than as expressly set forth for Affiliates of EchoStar) any rights, benefits, duties, obligations, remedies or interests of any nature or kind whatsoever under or by reason of this Agreement.

17.3 **Construction and Interpretation.** Retailer and EchoStar hereby represent, warrant, acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or the Business Rules, including without limitation any amendments hereto or thereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.4 **Severability.** The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. If any one or more of the provisions contained herein, or the application thereof to any person, entity, or circumstance, for any reason are held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall be unaffected thereby and will remain in full force and effect.

17.5 **Entire Agreement.** This Agreement and the Business Rules constitute the entire agreement between the parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, no party shall be bound by any communications between them on the subject matter of this Agreement, unless such communication is: (i) in writing; (ii) bears a date contemporaneous with or subsequent to the Effective Date; and (iii) is signed by both parties to this Agreement. On the Effective Date, all prior agreements (except as set forth to the contrary in Section 2.10 and with further exception of the Business Rules and Other Agreements (including without limitation any previous "Exclusive Bounty Hunter Agreements")) or understandings between the parties shall be null and void. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Agreement. In addition to (and without limitation of) any provisions of this Agreement that expressly survive termination or expiration, any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances.

17.6 **Compliance with Laws.** Retailer hereby agrees to comply with, and hereby agrees that this Agreement is subject to, all applicable Laws in force or effect at any time during the Term of this Agreement.

17.7 **Force Majeure.** Notwithstanding anything set forth to the contrary in this Agreement, neither party shall be liable to the other party for its failure to fulfill any of its obligations hereunder if such failure is caused by or arises out of an act of force majeure including without limitation acts of God, war, riot, natural disaster, technical failure (including without limitation the failure of all or part of any communications satellite or transponders on which the Programming is delivered to DISH Network Subscribers, or of related uplinking or other equipment) or any other reason beyond the reasonable control of the party whose performance is prevented during the period of such occurrence.

17.8 **Remedies Cumulative.** It is agreed that the rights and remedies herein provided to EchoStar in case of default or breach by Retailer of this Agreement are cumulative and without prejudice to any other rights and remedies that EchoStar may have by reason of such default or breach by Retailer at law, in equity, under contract or otherwise (all of which are hereby expressly reserved).

17.9 **Records and Audit Rights.** During the Term of this Agreement and for a period of three (3) years thereafter, Retailer shall keep and maintain at its principal place of business complete and accurate records and books of account, as well as all documentation of all material processes and procedures, in connection with: (i) its performance under this Agreement, the Trademark License Agreement and any Other Agreement; (ii) the payment of Incentives and any other payments to Retailer and/or any of its Affiliates by EchoStar and/or any of its Affiliates; and (iii) all payments made by Retailer and/or any of its Affiliates to EchoStar and/or any of its Affiliates. Such books, records and documentation shall be in sufficient detail to show all information necessary to support any Retailer claim, request or entitlement of any nature from EchoStar and/or any of its Affiliates. EchoStar shall have the right, upon two (2) days prior written notice, to review, audit and make copies of Retailer's books, records and documentation for the purposes of: (a) determining Retailer's compliance with its duties and obligations under this Agreement, the Trademark License Agreement or any Other

Agreement; (b) determining Retailer's compliance with applicable Laws, including without limitation any telemarketing/do-not-call laws, spam laws, privacy laws, fair credit reporting laws or warranty laws; (c) investigating any claims against EchoStar and/or any of its Affiliates made by Retailer and/or any of its Affiliates; (d) investigating any Claims for which Retailer is obligated to indemnify the EchoStar Group pursuant to Section 13 hereof; and/or (e) verifying that Incentive payments and any and all other payments of any type made to Retailer and/or any of its Affiliates by EchoStar and/or any of its Affiliates are being properly calculated (an "Audit"). EchoStar shall be entitled to conduct an Audit regardless of the existence of any claim, dispute, controversy, mediation, arbitration or litigation between the parties. In the event that Retailer refuses to allow EchoStar to conduct an Audit, Retailer acknowledges that EchoStar shall be entitled to obtain immediate relief in the form of specific performance from either the panel of arbitrators (if arbitration has been commenced pursuant to Section 15 above) or a court located within the State of Colorado, as delineated in Section 15.5 of this Agreement. Any audit conducted by EchoStar shall be conducted by EchoStar or its representative(s) at Retailer's offices during normal business hours. If, during the course of an Audit, EchoStar uncovers that: (1) Retailer has failed to comply with any of its obligations under this Agreement, and/or (2) Retailer and/or any of its Affiliates has made a frivolous claim against EchoStar and/or any of its Affiliates, Retailer shall pay to EchoStar the costs and expenses incurred by EchoStar in connection with such Audit. If an Audit reveals that (A) Retailer and/or any of its Affiliates have underpaid EchoStar and/or any of its Affiliates, or (B) Retailer has miscalculated any item bearing upon the Incentives paid to Retailer resulting in an overpayment of Incentives by EchoStar and/or any of its Affiliates, Retailer agrees to repay to EchoStar the amount of any such underpayment or overpayment, as applicable, made together with interest thereon at the highest rate allowed by law, computed from the date of such underpayment or overpayment, as applicable; and pay all reasonable costs and expenses, including without limitation reasonable attorney fees and accountant fees incurred by EchoStar and/or any of its Affiliates in connection with an Audit and with enforcing the collection of such amounts. The provisions of this Section 17.9 are without prejudice to any other rights and remedies that EchoStar and/or any of its Affiliates may have under contract (including without limitation this Agreement), at law, in equity or otherwise (all of which are hereby expressly reserved), and shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

17.10 **Notices.**

17.10.1 **Notice to EchoStar**. Except as otherwise provided in Sections 15 and 17.19, all notices to be given to EchoStar pursuant to this Agreement shall be in writing, signed by Retailer, and sent by: (i) first class certified mail, postage prepaid; or (ii) overnight courier service, charges prepaid, to the following address(es) or such other address(es) as EchoStar may designate to Retailer at any time and from time to time in accordance with Section 17.10.2:

If by first class certified mail:

To EchoStar:
EchoStar Satellite L.L.C.
Attn: Director of Retail Services
P.O. Box 6627
Englewood, CO 80155

With a copy to:
David K. Moskowitz
Executive Vice President, General Counsel and Secretary
EchoStar Satellite L.L.C.
P.O. Box 6655
Englewood, CO 80155

If by overnight courier service:

To EchoStar:
EchoStar Satellite L.L.C.
Attn: Director of Retail Services
9601 South Meridian Blvd.
Englewood, CO 80112

With a copy to:
David K. Moskowitz
Executive Vice President, General Counsel and Secretary
EchoStar Satellite L.L.C.
(same address)

The receipt of such notice shall constitute the giving thereof.

17.10.2 **Notice to Retailer**. All notices to be given to Retailer pursuant to this Agreement shall be in writing and sent by: (i) first class certified mail, postage prepaid; (ii) overnight courier service, charges prepaid; (iii) facsimile transmission, to Retailer at the address listed on the first page of this Agreement or the fax number listed on the signature page of this Agreement, or such other address or other fax number as Retailer may designate in writing delivered to EchoStar in accordance with Section 17.10.1; or (iv) with the exception of notices given pursuant to Sections 10, 13 or 15, any method of mass communication reasonably directed to

EchoStar's retailer base, including, without limitation, facts blast, e-mail posting on EchoStar's retailer web site or broadcast on a "Retailer Chat". The sending of such notice with confirmation of successful receipt of the entire transmission (in the case of facsimile transmission), receipt of such notice (in the case of first class certified mail or overnight courier service), sending of such notice (in the case of e-mail), posting (in the case of EchoStar's retailer web site) or broadcast (in the case of Retailer Chats) shall constitute the giving thereof. It shall be Retailer's sole responsibility to keep itself informed of all notices, changes and other information set forth in any facts blast, e-mail, "Retailer Chat" or posting on EchoStar's retailer web site.

17.10.3 The provisions of this Section 17.10 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

17.11 **Attorney Fees.** In the event of any suit, action or arbitration between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including but not limited to any and all suits, actions or arbitrations to enforce this Agreement, any Business Rules, any Promotional Program or any provisions hereof or thereof, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees, at arbitration, at trial and on appeal, in addition to (and without limitation of) all other sums allowed by law. The provisions of this Section 17.11 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

17.12 **Modifications.** Retailer acknowledges that EchoStar competes in the multi-channel video distribution market, which is highly competitive, fluid and volatile and that EchoStar must make changes to its marketing, promotion and sales of products and services from time to time to stay competitive. Therefore, Retailer agrees that EchoStar may, at Any Time in its Sole Discretion, change, alter, delete, add or otherwise modify Incentives, Incentive schedules, Incentive structures, Promotional Programs and/or Business Rules, payment terms, or the Chargeback rules associated therewith, upon notice to Retailer, without the need for any further consent, written or otherwise, from Retailer. IF ANY SUCH CHANGE, ALTERATION, DELETION, ADDITION OR OTHER MODIFICATION IS MATERIAL AND UNACCEPTABLE TO RETAILER, RETAILER'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. RETAILER'S CONTINUED PERFORMANCE UNDER THIS AGREEMENT FOLLOWING RECEIPT OF NOTICE OF A CHANGE, ALTERATION, DELETION, ADDITION OR OTHER MODIFICATION WILL CONSTITUTE RETAILER'S BINDING ACCEPTANCE OF THE CHANGE, ALTERATION, DELETION, ADDITION OR OTHER MODIFICATION.

17.13 **Interstate Commerce.** The parties acknowledge that the transactions contemplated by this Agreement involve interstate commerce.

17.14 **General Provisions.** The exhibit(s) hereto are hereby incorporated into this Agreement by reference in their entirety.

17.15 **Power and Authority.** Retailer represents and warrants to EchoStar that it has full power and authority to enter into this Agreement and perform its obligations hereunder and that its execution and delivery of this Agreement (whether via signature or electronic acceptance) and performance of its obligations hereunder does not and will not violate any Laws or result in a breach of, or default under, the terms and conditions of any contract or agreement by which it is bound.

17.16 **Consent to Receive Faxes.** Retailer hereby acknowledges that this Agreement serves as Retailer's express written consent to receive facsimile transmittals from EchoStar and its Affiliates, including without limitation facsimile transmittals which contain unsolicited advertisements. For the avoidance of doubt, such permitted facsimile transmittals from EchoStar or any of its Affiliates shall include, but not be limited to, information about the commercial availability or quality of products, goods or services; notices of conferences and seminars; and new product, programming or promotion announcements. This written consent shall include (without limitation) all facsimile transmittals regulated by future Federal Communications Commission action.

17.17 **Waiver of Evidence.** No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of this Agreement. Both parties waive any right they may have to introduce evidence of any such course of dealing, course of performance, or usage of trade.

17.18 **Correction of Spelling, Typographical or Clerical Errors.** Retailer hereby grants to EchoStar a limited power of attorney to correct and/or execute or initial all spelling, typographical and clerical errors discovered in this Agreement, the Trademark License Agreement, any Other Agreement, and any amendments to any of the foregoing, including without limitation, errors or inconsistencies in the spelling of Retailer's name, address, phone number or fax number or the spelling of the name or title of the duly authorized representative signing or electronically accepting each such agreement on Retailer's behalf.

17.19 **Alteration of Terms and Conditions.** Retailer acknowledges and agrees that, because among other things EchoStar has thousands of authorized retailers, it is in each party's best interest to establish an orderly process for Retailer to propose additions, deletions, changes, alterations and/or other modifications to the terms and conditions set forth in this Agreement and for EchoStar to receive such proposals prior to the parties entering into an agreement. Therefore, Retailer further acknowledges and agrees that any additions, deletions, changes, alterations and/or other modifications to the terms and conditions of this Agreement proposed by Retailer must be sent to EchoStar solely and exclusively via an e-mail message addressed to proposedchanges@echostar.com with the subject line

"Proposed Changes to EchoStar Retailer Agreement" (a "Proposal") and that such Proposals must be received by EchoStar prior to Retailer executing this Agreement (whether via signature or electronic acceptance). RETAILER ACKNOWLEDGES AND AGREES THAT: (I) ANY AND ALL PROPOSALS RECEIVED BY ECHOSTAR AFTER RETAILER HAS EXECUTED THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT; AND (II) IN THE EVENT THAT RETAILER EXECUTES THIS AGREEMENT AFTER ECHOSTAR HAS RECEIVED ONE OR MORE PROPOSALS, ALL SUCH PROPOSALS SHALL BE DEEMED TO HAVE BEEN WITHDRAWN BY SUCH EXECUTION AND SHALL BE OF NO FURTHER FORCE OR EFFECT. Consequently, in the event that the following events occur in the following order: (a) EchoStar receives a Proposal from Retailer; (b) Retailer executes this Agreement (whether via signature or electronic acceptance); and (c) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the Proposal and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletions, changes, alterations or other modifications thereto. Further, in the event that the following events occur in the following order: (1) Retailer executes this Agreement (whether via signature or electronic acceptance); (2) EchoStar receives a Proposal from Retailer; and (3) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the Proposal shall be of no force or effect because it was submitted after Retailer executed this Agreement and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletions, changes, alterations or other modifications thereto. Further, in the event that the following events occur in the following order: (A) EchoStar receives a Proposal from Retailer; (B) Retailer executes this Agreement (whether via signature or electronic acceptance); (C) EchoStar receives a second Proposal from Retailer; and (D) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the first Proposal and the second Proposal shall be of no force or effect because it was submitted after Retailer executed this Agreement, and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletions, changes, alterations or other modifications thereto. Retailer further acknowledges and agrees that a Proposal may only be accepted by EchoStar in a writing signed by an Executive Vice President of EchoStar (or his or her designee), which specifically acknowledges receipt of the applicable Proposal, includes the portion(s) of the Proposal that EchoStar is willing to accept, and expressly states that EchoStar has agreed to accept such portion(s) of the Proposal. Notwithstanding anything to the contrary set forth herein, EchoStar is under no obligation to receive, consider or accept any Proposals, and in the event that a Proposal received by EchoStar is not accepted in the manner provided in the immediately preceding sentence, then such Proposal shall automatically be deemed to have been rejected by EchoStar. For the avoidance of doubt, EchoStar has the right to not receive, consider or accept any Proposal and to reject any Proposal in its Sole Discretion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and/or accepted electronically by their duly authorized representatives as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

RETAILER

Retailer Number: **14969364**

Retailer Company Name: **NATIONAL SATELLITE SYSTEMS**
(please print)

Street Address: **9710 TOPANGA CANYON BLVD**
(please print)

City, State, Zip Code: **CHATSWORTH, CA 91311**
(please print)

Fax Number: **(818) 998-3996**
(for notice to Retailer pursuant to Section 17.10.2)

(please print)

By: _____
(signature)

Name (please print): **KOBI LEVI**

Title (please print): **PRESIDENT**

[SIGNATURE PAGE OF ECHOSTAR RETAILER AGREEMENT]

EXHIBIT A

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and effective as of the Effective Date, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("ESLLC"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and **NATIONAL SATELLITE SYSTEMS**, having a place of business at **9710 TOPANGA CANYON BLVD CHATSWORTH, CA 91311** ("Licensee").

INTRODUCTION

WHEREAS, ESLLC conducts business in worldwide locations as, among other things, a provider of direct broadcast satellite-delivered, multi-channel, digital video, audio, data, interactive and other programming services;

WHEREAS, Licensee conducts business as, among other things, a retailer of satellite television products and services; and

WHEREAS, Licensee desires to be permitted to use the Trademarks (as defined below) in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. ESLLC and its Affiliates hereby grant to Licensee a non-exclusive, non-transferable, revocable license (the "License") to use the Trademarks during the term of this Agreement, and no other term or license whatsoever, solely to market, promote and solicit orders for Programming and the hardware necessary to receive such Programming ("Hardware") in its advertising and promotional materials and at its business locations.

(a) Licensee expressly recognizes and agrees that Licensee shall not, in whole or in part, modify, alter, supplement, delete or otherwise change any of the Trademarks (whether in typewritten, stylized or any other form) as provided to Licensee by ESLLC and/or any of its Affiliates, including without limitation through dissecting in any manner the form of stylized "I" in "DISH". Licensee shall have no right to use any logos, service marks or trademarks (whether in typewritten, stylized or any other form) of any programming providers (collectively, "Programmer Trademarks"), other than the Programmer Trademarks that are contained in the advertising and promotional material provided to Licensee by ESLLC and/or its Affiliates. No such materials shall indicate that any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distributorship exists between Licensee on the one hand, and ESLLC and/or its Affiliates on the other hand, unless ESLLC and/or its Affiliates on the one hand, and Licensee on the other hand, enter into a separate written agreement permitting Licensee to do so.

(b) Notwithstanding the above, Licensee shall provide to ESLLC, at least thirty (30) days prior to first use: (i) an example of any advertising or promotional materials in which Licensee intends to use any Trademarks or Programmer Trademarks (in each case whether in typewritten, stylized or any other form) which use has not, within the past twelve (12) months, been approved by ESLLC in exactly the manner intended for use and (ii) an example of any Trademark Paid Search Terms which have not been approved by ESLLC in exactly the manner intended for use by Licensee within the past twelve (12) months. ESLLC may reject and prohibit Licensee from using such materials or Trademark Paid Search Terms in its Sole Discretion. If Licensee is required to, but fails to provide ESLLC with proposed advertising or promotional materials or Trademark Paid Search Terms at least thirty (30) days prior to first use in compliance with the foregoing, ESLLC shall have just cause to immediately terminate this Agreement upon written notice to Licensee.

(c) For the purposes of this Agreement: (i) "Trademarks" shall mean (a) the trademarks, service marks and trade names of ESLLC and/or its Affiliates set forth in Exhibit 1 hereto and incorporated herein by reference in its entirety, as such exhibit may be modified at Any Time in EchoStar's Sole Discretion upon notice to Licensee and (b) such other trademarks, service marks and trade names of ESLLC and/or its Affiliates as may be set forth by ESLLC at Any Time in its Sole Discretion in applicable Business Rules which expressly permit their use by Licensee and (ii) "Trademark Paid Search Terms" shall mean any Internet search terms that (a) include any of the Trademarks and (b) for which Licensee has directly or indirectly made any payment or provided any other economic benefit of any type whatsoever to any person or entity other than ESLLC or any of its Affiliates in connection with the placement of any advertising or promotional materials or links thereto on an Internet website. Licensee acknowledges and agrees that ESLLC may, at Any Time in its Sole Discretion, change, alter, delete, add or otherwise modify Exhibit 1 hereto and/or any Business Rules otherwise applicable to any of the Trademarks, upon notice to Licensee, without the need for any consent, written or otherwise, from Licensee.

2. This Agreement is not intended, nor shall it be construed, as creating any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor, or as creating any obligation on the part of ESLLC to enter into any such agreement with Licensee. Further, this Agreement is not intended, nor shall it be construed, as providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by ESLLC. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales or solicitation of orders by Licensee of Programming, Hardware and/or any other products, programming and/or other services manufactured and/or distributed by ESLLC in association with the Trademarks shall inure to ESLLC's sole and exclusive benefit. This License shall be effective until terminated by either party in accordance with the terms and conditions of this Agreement, or until expiration or termination of the EchoStar Retailer Agreement to which this Agreement is attached (the "EchoStar Retailer Agreement") for any reason or no reason whatsoever.

3. Licensee agrees that all products and services promoted and/or rendered by Licensee in connection with any of the Trademarks, and all promotional and other uses of any of the Trademarks by Licensee in association with any Programming, Hardware and/or any other products and services offered by Licensee in connection with this Agreement and/or the EchoStar Retailer Agreement, shall be of a nature and quality that conforms to such standards as may be required by ESLLC from time to time in its Sole Discretion. Licensee acknowledges and agrees that ESLLC shall have the right (but not the obligation) to take any and all actions as may be determined by ESLLC at Any Time in its Sole Discretion to be necessary to ensure that the nature and quality of the services and/or products offered by Licensee in connection with any of the Trademarks, this Agreement and/or the EchoStar Retailer Agreement conform to, and are otherwise maintained at a level which reflects, the high standards of ESLLC and its Affiliates, including without limitation by directly or indirectly through its authorized representatives inspecting Licensee's use of the Trademarks in accordance with the audit provisions of the EchoStar Retailer Agreement.

4. The License granted by ESLLC and its Affiliates is granted to Licensee only. Licensee has no authority to transfer or grant any sublicense to any other entity or individual for any reason, and if Licensee does so, this Agreement shall automatically terminate, unless ESLLC notifies Licensee to the contrary in writing at any time thereafter. Licensee shall immediately cease using Trademarks in typewritten, stylized or any other form upon expiration or termination of this Agreement for any reason or no reason whatsoever. Upon expiration or termination of this Agreement for any reason or no reason whatsoever, at ESLLC's option Licensee shall immediately destroy or deliver to ESLLC any and all advertising and promotional materials in Licensee's possession with Trademarks (whether in typewritten, stylized or any other form) on them and immediately cease using any Trademark Paid Search Terms. If ESLLC requests destruction of advertising and promotional materials and/or that Licensee cease using any Trademark Paid Search Terms, Licensee shall promptly execute an affidavit representing at a minimum that such materials were destroyed and/or that the use of such Trademark Paid Search Terms has ceased, as applicable, and the date and means of such destruction or last use.

5. Licensee expressly recognizes and acknowledges that this License, as well as any past use by Licensee of the Trademarks in any manner whatsoever (including but not limited to use on signs, on business cards, in advertisements or in Trademark Paid Search Terms) or in any form whatsoever (including but not limited to typewritten or stylized form), shall not confer upon Licensee any proprietary or other rights, title or interest in, to or under any of the Trademarks including, but not limited to, any existing or future goodwill in any of the Trademarks. Further, Licensee waives any and all past, present, or future claims it has or might have in the future in, to, or under any of the Trademarks (whether in typewritten, stylized or any other form) and acknowledges that as between ESLLC and its Affiliates on the one hand, and Licensee and its Affiliates on the other hand, ESLLC and its Affiliates have the exclusive rights to own and use the Trademarks (whether in typewritten, stylized or any other form), and that ESLLC and its Affiliates retain full ownership of the Trademarks (whether in typewritten, stylized or any other form) notwithstanding the License granted herein.

6. Licensee represents and warrants that Licensee has not previously reserved, filed or registered, and hereby agrees that Licensee shall not in the future, reserve, file, or register, any formative mark that contains or incorporates in whole or in part any of the Trademarks (whether in typewritten, stylized or any other form). In addition to (and without limitation of the foregoing), Licensee represents and warrants that Licensee has not previously registered, and hereby agrees that Licensee shall not in the future register, any domain name (i) which includes all or any portion of the Trademarks, (ii) which may otherwise be confusingly similar to all or any portion of the Trademarks, or (iii) for which such registration would not be in accordance with the Usage Standards (as defined below). In the event that Licensee (a) has previously reserved, filed or registered, or in the future reserves, files or registers, any such trademark or (b) has previously registered, or in the future registers, any domain name in each case in contravention of any of the foregoing, Licensee agrees to notify ESLLC immediately, and shall immediately upon the request of ESLLC, assign to ESLLC or its designated Affiliate any and all rights, title, and interests that are obtained through the reservation, filing, or registration of any such trademarks (whether in the U.S. or any foreign jurisdiction) or the registration of any such domain name, as applicable, and hereby acknowledges and agrees that any such reservation, filing, or registration, whenever occurring, shall be on behalf of and for the sole and exclusive benefit of ESLLC, and Licensee waives any and all claims or rights to any compensation whatsoever therefor. Licensee's obligations in this Section 6 shall survive the expiration or termination (for any reason or no reason whatsoever) of this Agreement indefinitely.

7. Licensee agrees not to hold itself out as DISH Network, ESLLC, any ESLLC Affiliate or any other related or affiliated entity. To avoid any confusion in this respect, Licensee agrees not to use either: (i) the formative "DISH" in combination with the formative "NET", or (ii) the formative "ECHO", as part of its business name. In addition to (and without limitation of any of) the foregoing, Licensee shall conform any and all use of the word mark "DISH" to such usage standards as may be set forth by ESLLC at Any Time in its Sole Discretion in applicable Business Rules ("Usage Standards"), including without limitation in connection with

Licensee's business name, any domain name registered by Licensee and/or any toll free or other phone number used by Licensee for any purpose whatsoever. Furthermore (and without limitation of any of the foregoing), Licensee agrees not to register any domain name which (a) contains either (1) the formative "DISH", in combination with the formative "NET", (2) the formative "ECHO", or (3) a misspelling of DISH Network (e.g., www.disnhetwork.com) or any other ESLLC mark, or (b) may otherwise be confusingly similar to any of the foregoing and/or any other domain name registered by ESLLC. Licensee further agrees to immediately transfer to ESLLC or its designated Affiliate, upon ESLLC's request, any domain names which it has registered in contravention of any of the provisions of this Agreement, any applicable Business Rules and/or the Usage Standards. In no event shall Licensee use any toll free or other phone number confusingly similar to DISH Network, any other Trademark, ESLLC, any ESLLC Affiliate or any other related or affiliated entity, and Licensee further agrees to immediately transfer to ESLLC or its designated Affiliate, upon ESLLC's request any and all of its rights, title and interest in, to and under any such phone number and any phone number otherwise used by Licensee in contravention of any of the provisions of this Agreement, applicable Business Rules and/or the Usage Standards. Licensee's failure to comply with the provisions of this Section 7 shall constitute a material breach of this Agreement. Upon request, Licensee shall provide ESLLC with a list of all domain names License uses to market, promote or solicit orders for Programming, Hardware and/or any other services or products offered by ESLLC and/or its Affiliates.

8. Nothing in this Agreement shall be construed to bar ESLLC and its Affiliates from protecting their right to the exclusive use of the Trademarks (whether in typewritten, stylized or any other form) against infringement thereof by any party or parties, including without limitation Licensee, either during the term of this Agreement or following any expiration or termination of Licensee's right to use the Trademarks pursuant to this Agreement for any reason or no reason whatsoever. Licensee will promptly and fully advise ESLLC of any use of any mark that may appear to infringe the Trademarks (whether in typewritten, stylized or any other form). Licensee will also fully cooperate with ESLLC and its Affiliates in the defense and protection of the Trademarks (whether in typewritten, stylized or any other form), at ESLLC's and/or its Affiliates' expense. Similarly, nothing in this Agreement shall be construed to require that ESLLC and/or its Affiliates take any action to protect any of the Trademarks in any instance, and ESLLC and its Affiliates shall not be liable to Licensee in any manner whatsoever for failure to take any such action.

9. (a) This Agreement shall continue for a period of time equal to the term of the EchoStar Retailer Agreement, unless terminated earlier for any reason provided herein. The provisions of this Agreement that expressly survive and such other rights and obligations hereunder as would logically be expected to survive expiration or termination of this Agreement shall continue in full force and effect for the period specified or for a reasonable period under the circumstances if no period is specified.

(b) This Agreement may be terminated by a party (the "Affected Party") in the event that the other party (the "Other Party") defaults on any obligation or breaches any representation, warranty or covenant in this Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right), and such default or breach, if curable, is not cured within twenty (20) days of receipt of written notice from the Affected Party. The parties agree that all obligations, representations, warranties and covenants contained in this Agreement, whether or not specifically designated as such, are material to the agreement of the parties to enter into and continue this Agreement.

(c) This Agreement shall terminate automatically upon the expiration or termination of the EchoStar Retailer Agreement for any reason or no reason whatsoever and upon termination of any Other Agreement for any reason or no reason whatsoever, unless ESLLC notifies Licensee to the contrary in writing.

10. The relationship between the parties including without limitation all disputes, controversies and claims, whether arising under contract, in tort, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Colorado without giving any effect to its conflict of law provisions. Licensee and ESLLC acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11. Any and all disputes, controversies or claims arising out of, or in connection with, the interpretation, performance or nonperformance of this Agreement and any and all disputes, controversies or claims arising out of, or in connection with, transactions in any way related to this Agreement and/or the relationship for any reason whatsoever between the parties (including but not limited to the termination of this Agreement or the relationship and Licensee's rights thereunder or disputes under rights granted pursuant to statutes or common law, including without limitation those in the state in which Licensee is located) shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation, and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C.S. 1404 or 1406 (or any successor statute). In the event the United States District Court for the District of Colorado does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

12. Licensee agrees that any breach of its obligations under this Agreement will cause substantial and irreparable harm and injury to ESLLC for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Licensee agrees that ESLLC shall have the right, in addition to (and without limitation of) any other rights and

remedies available to ESLLC at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Licensee, its Affiliates, employees, independent contractors, subcontractors, agents or sub-agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 12 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the EchoStar Retailer Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and/or electronically accepted, this Agreement by their duly authorized representatives as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

LICENSEE

Retailer Number: **14969364**

Retailer Company Name: **NATIONAL SATELLITE SYSTEMS**
(please print)

Street Address: **9710 TOPANGA CANYON BLVD**
(please print)

City, State, Zip Code: **CHATSWORTH, CA 91311**
(please print)

By: _____
(signature)

Name (please print): **KOBI LEVI**

Title (please print): **PRESIDENT**

[SIGNATURE PAGE OF TRADEMARK LICENSE AGREEMENT]

EXHIBIT 1 TO TRADEMARK LICENSE AGREEMENT

Confidential and Proprietary

Confidential-US v. DISH

PX0274-065

DISH-Paper-007807

JA006891
005749

SLC_ DNC_Investigation_0012770

TX 102-006153

Confidential and Proprietary

Confidential-US v. DISH

PX0274-066

DISH-Paper-007808

JA006892
005750

SLC_ DNC_Investigation_0012771

TX 102-006154

OE RETAILER AMENDMENT
TO
ECHOSTAR RETAILER AGREEMENT

This OE Retailer Amendment to EchoStar Retailer Agreement (the "Amendment") is made and effective as of December 31, 2006, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and **NEWPORT SATELLITE GROUP**, having a place of business at **8965 RESEARCH DR IRVINE, CA 92618** ("Retailer").

WHEREAS, EchoStar and Retailer have previously entered into an EchoStar Retailer Agreement, as such agreement may have previously been amended (the "EchoStar Retailer Agreement"); and

WHEREAS, the parties wish to amend the EchoStar Retailer Agreement as described below;

NOW, THEREFORE, in consideration of the benefits that will accrue to each party as a result of the matters described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to amend the EchoStar Retailer Agreement as follows:

1. Section 1.13 shall be deleted in its entirety and replaced with the following:

1.13 "DISH DBS System" means a satellite receiver, which for purposes of this Agreement shall mean a single standalone consumer electronics device, and related components packaged therewith (if any), intended to be utilized solely for the reception of Programming delivered by satellite transponders owned, leased and/or otherwise operated or utilized by EchoStar and/or any of its Affiliates, which is: (i) sold directly to Retailer by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate; (ii) sold directly to Retailer by a Third Party Manufacturer pursuant to authorization granted by EchoStar under the brand name of such Third Party Manufacturer; or (iii) sold (or leased if the applicable Promotional Program involves leasing equipment to consumers) directly by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate to a consumer for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Eligible Residential Programming for the corresponding new Residential Subscriber Account using the OE Tool.

2. Section 1.44 shall be deleted in its entirety and replaced with the following:

1.44 "Residential Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Residential Subscriber who purchased a DISH DBS System directly from EchoStar (solely with respect to Qualifying Residential Subscribers for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Residential Programming using the OE Tool) or a DISH DBS System or Promotional Certificate directly from Retailer (in all other cases) and for whom Eligible Residential Programming has been activated by EchoStar and which customer account remains active and in good standing.

3. A new Section 1.56 shall be added as follows:

1.56 "OE Tool" means EchoStar's proprietary web-based order entry tool or any successor tool(s) thereto as designated by EchoStar at Any Time in its Sole Discretion, upon notice to Retailer. Retailer acknowledges and agrees that neither it nor any of its Affiliates, employees, agents, sub-agents, or independent contractors has any right, title or interest in, to or under the OE Tool and that in no event shall Retailer permit any person or entity to use the OE Tool except as specifically permitted under the terms and conditions of this Agreement and applicable Business Rules. Retailer shall provide network elements for interconnection of the OE Tool with its own systems and at its sole cost and expense.

4. The following new sentence shall be added immediately following the last sentence of Section 2.9:

In the event that Retailer performs any order entry tasks related to the provisioning of Eligible Residential Programming for a new Residential Subscriber Account using the OE Tool, Retailer shall be responsible for scheduling the installation of DISH DBS Systems, related accessories and other equipment for the applicable Qualifying Residential Subscriber in accordance with and subject to the terms and conditions of this Agreement and the Business Rules otherwise applicable to such scheduling and EchoStar shall have the right (but not the obligation) to perform (directly and indirectly through its installation subcontractors and otherwise) any and all installation and maintenance services in connection therewith without any obligation or liability to Retailer whatsoever.

5. Clause (IV) of Section 6.2.5 shall be amended by inserting the text "OR (XI)" between "V" and "BELOW"; and line 3 of clause (V) of Section 6.2.5 shall be amended by inserting "AND EXCEPT AS OTHERWISE PROVIDED IN (XI) BELOW" between "ECHOSTAR" and the comma that immediately follows.

Confidential and Proprietary

Confidential-US v. DISH

PX0274-067

DISH-Paper-007809

JA006893
005751

SLC_ DNC_Investigation_0012772
TX 102-006155

6. A new clause (XI) shall be added to Section 6.2.5 as follows:

(XI) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES AND EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (IV) OR (V) ABOVE, ADDITIONAL RESIDENTIAL INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS THAT: (A) ARE SOLD (OR LEASED IF THE APPLICABLE PROMOTIONAL PROGRAM INVOLVES LEASING EQUIPMENT TO CONSUMERS) DIRECTLY BY ECHOSTAR OR AN AFFILIATE OF ECHOSTAR TO A QUALIFYING RESIDENTIAL SUBSCRIBER FOR WHOM RETAILER CORRECTLY AND COMPLETELY PERFORMED THE ORDER ENTRY TASKS RELATING TO THE PROVISIONING OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT USING THE OE TOOL AND (B) RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT.

7. The first sentence of Section 6.5.5 shall be deleted in its entirety and replaced with the following:

Retailer shall not be entitled to any Incentives with respect to the activation by EchoStar of a DISH DBS System unless: (i) all of the individual components comprising the applicable DISH DBS System (e.g., receivers, dishes and LNBFs) are confirmed by EchoStar as having been purchased by Retailer directly from either: (a) EchoStar or an Affiliate of EchoStar, or (b) a Third Party Manufacturer; or (ii) the DISH DBS System is delivered pursuant to (a) a Promotional Certificate that is confirmed by EchoStar as having been purchased by Retailer directly from EchoStar or an Affiliate of EchoStar, or (b) an order entry correctly and completely performed by Retailer using the OE Tool.

8. Except as expressly modified herein, this Amendment is not intended to, and does not, alter, amend or modify all or any part of the EchoStar Retailer Agreement. The distribution of this Amendment shall not be construed as an admission or acknowledgement by EchoStar that an agreement exists between Retailer and EchoStar, that if an agreement exists, such agreement is in full force and effect, that Retailer is not in breach or default thereunder. Nothing contained herein shall serve to revive an EchoStar Retailer Agreement that has been terminated pursuant to Section 10.2, 10.3 or 10.4 thereof. Furthermore, nothing contained herein shall constitute a waiver by either party or any of its Affiliates of any rights or remedies they may have under the terms and conditions of the EchoStar Retailer Agreement.

9. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the EchoStar Retailer Agreement.

10. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Amendment.

11. RETAILER AND ECHOSTAR HEREBY REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE THAT: (A) THEIR INDEPENDENT COUNSEL HAS REVIEWED, OR THEY HAVE BEEN GIVEN A REASONABLE OPPORTUNITY FOR THEIR INDEPENDENT COUNSEL TO REVIEW (BUT DECLINED SUCH REVIEW), THIS AMENDMENT; (B) THE TERMS AND CONDITIONS OF THIS AMENDMENT, AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF, HAVE BEEN COMPLETELY AND CAREFULLY READ BY, AND EXPLAINED TO, THE PARTIES; (C) THE TERMS AND CONDITIONS OF THIS AMENDMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY EACH PARTY AND EACH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS; AND (D) THIS AMENDMENT IS MADE AND ENTERED INTO VOLUNTARILY BY EACH PARTY, FREE OF UNDUE INFLUENCE, COERCION, DURESS, MENACE OR FRAUD OF ANY KIND WHATSOEVER, AND HAS BEEN EXECUTED BY EACH PARTY OF THEIR OWN FREE WILL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and/or accepted electronically by their duly authorized representatives as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

RETAILER

Retailer Number: **13461578**

Retailer Company Name: **NEWPORT SATELLITE GROUP**
(please print)

Street Address: **8965 RESEARCH DR**
(please print)

City, State, Zip Code: **IRVINE, CA 92618**
(please print)

By: _____
(signature)

Name (please print): **ALEX DASTMALCHI**

Title (please print): **CEO**

[SIGNATURE PAGE OF OE RETAILER AMENDMENT TO ECHOSTAR RETAILER AGREEMENT]

Confidential and Proprietary

Confidential-US v. DISH

PX0274-069

DISH-Paper-007811

JA006895
005753

SLC_ DNC_Investigation_0012774

TX 102-006157

EXHIBIT 169

EXHIBIT 169

EchoStar Satellite L.L.C.
9601 S. Meridian Blvd.
Englewood, Colorado 80112
Tel. 303.723.1700
Fax 303.723.3155

November 17, 2006

VIA FACSIMILE (949) 861-6810

Brian Colin
Atlas Assets Inc
2021 Business Center Dr
Irvine, CA 92612

Re: Notice of Termination of EchoStar Retailer Agreement

Dear Mr. Brian Colin

Please be advised that the EchoStar Retailer Agreement (the "Agreement") dated as of August 02, 2006, by and between EchoStar Satellite L.L.C. ("EchoStar") and Atlas Assets Inc. has automatically terminated pursuant to Section 10.4 thereof.

Notwithstanding such termination, you continue to have duties and obligations under the Agreement. Among other things, please refer to Section 10.4 of the Agreement.

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Sincerely,

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

COPY

DEFENDANT'S EXHIBIT
DTX-810

hp LaserJet 4345mfp series

Fax Call Report 1

Echostar LLC
303-723-3155
2006-Nov-20 06:03 PM

Job	Date/Time	Type	Identification	Duration	Pages	Result
4732	2006-Nov-20 06:02 PM	Send	919498616810	1:12	0	No answer (0)

ECHOSTAR

ECHOSTAR SATELLITE CORPORATION

Retail Services Audit and Risk
9601 S. Meridian Blvd
Englewood, Co 80112

CERTIFIED MAIL™

7006 0810 0003 7107 5715

Brian Colin
Atlas Assets Inc
2021 Business Center Dr
Irvine, CA 92612

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian Colin
Atlas Assets Inc
2021 Business Ctr Dr
Irvine, CA 92612

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7006 0810 0003 7107 5715

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Werner, Bruce

From: Werner, Bruce
Sent: Monday, November 20, 2006 5:07 PM
To: Origer, Robb; Showroom-VRU; Boschker, Judy; Werner, Bruce; Steele, Dana; Carlson, Erik; Van Emst, Blake; Ballard, Jay; Miller, Erik; Remington, Corey; Gul, Ahmet; Rhoades, Kendra; Neylon, Brian; Leer, Jason; Whittington, Brian; Voorhies, Christina; Mead, Marshall; Kaniaru, George; Winckler, Karen; Peckham, Bruce; 'cathy.benigno@equifax.com'; 'Diane.Hall@equifax.com'; Spencer, Michael (Mer); Graham, Amy; Musso, Reji; Oberbillig, Mike; Covell, Kevin
Subject: Retailer Termination Atlas Assets

Please terminate **Atlas Assets OE # 14537814 AP # 668812** for all purchases and payments effective November 17, 2006. If the retailer is part of any buying group, please terminate the retailer from the appropriate group. A copy of the termination letter sent November 17, 2006 is in on file with Retail Services Audit Team. Showroom, please disconnect any showroom accounts associated with this retailer and remove from the VRU if applicable.

Bruce M. Werner
General Manager of Risk in Retail Services
720.514.5745

CONFIDENTIAL - SUBJECT TO ATTORNEY / CLIENT AND WORK PRODUCT PRIVILEGES

The contents of this electronic message and any attachments are intended only for the addressee and may contain confidential and privileged information. If you are not the addressee, you are notified that any transmission, distribution, downloading, printing or photocopying of the contents is strictly prohibited. If you have received this message in error, please notify the sender by return e-mail immediately and destroy all copies of the message and any attachments.

EXHIBIT 170

EXHIBIT 170

November 21, 2006

Via facsimile transmittal to: 801.424.0019

Mr. Alan Earl
Mr. Ben Henderson
Blu Kiwi, LLC
5202 W. Douglas Corrigan Way
Salt Lake City, UT 84116

Re: Telemarketing complaint against Blu Kiwi, LLC

Dear Messrs. Earl and Henderson:

I have had the opportunity to review the documents you provided to EchoStar in response to our requests made via e-mail and during phone discussions on November 16 and 17, 2006 following the internal investigation of telemarketing violations made by Mr. Tony Sultan. Based upon those responses and our conversation, EchoStar demands the following of Blu Kiwi:

1. Immediately cease telephone solicitations to Mr. Sultan's phone number(s): 760-771-4505, 206-780-9044, 206-660-4119.
2. Continue to institute procedures and corrective measures for full compliance with all applicable Do Not Call laws.
3. Confirm by signing below that Blu Kiwi will defend and indemnify EchoStar for any and all claims arising out of or related to Blu Kiwi's telephone solicitation activities, either itself or by a party acting on behalf of Blu Kiwi at Blu Kiwi's request.

In addition, Blu Kiwi agrees to pay a penalty in the amount of $10,000 assessed as reimbursement to EchoStar for its efforts expended investigating Mr. Sultan's claims; however, Blu Kiwi acknowledges that EchoStar does not consider this payment as any type of release, partial or full, of any claims for defense and indemnification EchoStar may have against Blu Kiwi.

Failure to comply with any of the demands or requests contained in this letter or any obligations in your Agreement could result in immediate termination of that Agreement.

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Please sign below and return via facsimile to Reji Musso at 720.514.8288 if you agree to the terms and conditions set forth in this letter. Thank you for your attention to this matter.

Sincerely,

Robb Origer, Director
Retail Services

I hereby agree to the herein terms and conditions:

Blue Kiwi, LLC

By:_____
Alan S. Earl
Vice President – Marketing

By:_____
Ben Henderson
Vice President – Finance/Legal

Cc: Dana Steele

CONFIDENTIAL
Confidential - U.S. v. DISH
JA006902
ECHOSTAR-000077
005760
DISH11-020382
SLC_ DNC_Investigation_0014110
TX 102-006164

EXHIBIT 171

EXHIBIT 171

From: Musso, Reji
Sent: Wednesday, December 20, 2006 11:32 AM
To: 'voice@jsrsatellite.com'
Subject: E-Mail Notice of TCPA Violation

Linda Chesley, a consumer – home phone number – 603.826.4158. She was called repeatedly.

An internal investigation has linked this attempted sale (11.15.06 – credit card was run 5 times) to your company. The reports from this consumer are very troubling relative to customer service. Rude, obscene, hang ups when asked to be removed from the list.

I know we have talked about your 4 people...but this customer is reporting behaviors that are unacceptable and the "attempted sale" is definitely linked to you. Do you have affiliates?

The information provided, while vague, still points to multiple other complaints with a similar "M.O." over the past several months that we have been unable to identify.

Richard, it is critical that I get some feedback immediately on this. How about your leads – where do they come from – are they shared with any other retailers?

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0250

EXHIBIT 172

EXHIBIT 172

From: Musso, Reji <Reji.Musso@echostar.com>
Sent: Thursday, December 21, 2006 9:41 PM
To: Mills, Mike <Mike.Mills@echostar.com>; Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Nor do I.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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-----Original Message-----
From: Mills, Mike
Sent: Thursday, December 21, 2006 7:40 PM
To: Neylon, Brian; Musso, Reji
Cc: Origer, Robb; Werner, Bruce
Subject: Re: Jerry Dean Grider dba JSR Enterprises

I don't.

Mike

-----Original Message-----
From: Neylon, Brian
To: Mills, Mike; Musso, Reji
CC: Origer, Robb; Werner, Bruce
Sent: Thu Dec 21 19:30:57 2006
Subject: RE: Jerry Dean Grider dba JSR Enterprises

do we believe any of the UNited or Atlas DNA is involved with this company>

From: Mills, Mike
Sent: Thu 12/21/2006 7:28 PM
To: Neylon, Brian; Musso, Reji
Cc: Origer, Robb; Werner, Bruce
Subject: Re: Jerry Dean Grider dba JSR Enterprises

DEFENDANT'S EXHIBIT
DTX-754

Don't have the OE grid but I believe they are around 1,500 to 2k activations per month.

At the time of launch this was not discussed nor did they disclose that they would be doing any marketing other than outbound out of their office. I met with these guys last week and they told me they were using a center out of the Philippines. I indicated that it was in their best interest to discontinue that relationship. They said they would be done with that center within 10 days.

If what they say is correct and they are now 100% in house I don't think we should terminate but would support a fine.

In the bigger picture we need to work with legal on a standardized affiliate program template including what they can do, can't do, who they can use, how much they can pay out to affliliates, etc. This is going to continue until we get something in writing that we enforce.

Mike

-----Original Message-----
From: Neylon, Brian
To: Musso, Reji
CC: Mills, Mike; Origer, Robb; Werner, Bruce
Sent: Thu Dec 21 19:08:38 2006
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Mike,

What is his volume? Why would i not just terminate?
Where is he located? I assume he was made aware when launched on the OE tool that voilations of the telemarketing laws of the United States will not be tollerated????

From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises

I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

Reji J. Musso

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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EXHIBIT 173

EXHIBIT 173

From: Musso, Reji <Reji.Musso@echostar.com>
Sent: Thursday, December 21, 2006 9:24 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Mills, Mike <Mike.Mills@echostar.com>; Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Brian, JSR has had a couple of allegations – they were very responsive and I don't think guilty – even tagged by Melissa Wallace and willing to fight that one – from what I understand, this is the first time they used some "outside" help and it bit them in the behind.

I think that a fine is certainly in order.

The consumer name is Linda Chesley – he has spoken to Mr. Chesley and assured him that he has ceased operations with the "other call center."

I don't know about their sales, Mike's info, but from my vantage point, they have been forthcoming. And very concerned about this situation.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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From: Neylon, Brian
Sent: Thursday, December 21, 2006 7:09 PM
To: Musso, Reji
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Mike,

What is his volume? Why would i not just terminate?
Where is he located? I assume he was made aware when launched on the OE tool that voilations of the telemarketing laws of the United States will not be tollerated????

From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0255

I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

Reji J. Musso

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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EXHIBIT 174

EXHIBIT 174

From: Musso, Reji <Reji.Musso@echostar.com>
Sent: Thursday, December 21, 2006 9:09 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Mills, Mike <Mike.Mills@echostar.com>; Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Subject: RE: Jerry Dean Grider dba JSR Enterprises

I talked to him and told him that it was NOT on our affiliate list – he said he really didn't know he needed to let us know…

The scary part is that this was South Coast Holdings (I did not know it was in the Philippines until today). He indicated that Sterling, Sky High (Dish Pronto) and Dish Nation are also using them. I thought I would check with them today – although snow precluded that. The caller that "stung" JSR complained of calls from "Jerry" – I cannot begin to tell you what a nuisance this name has been in our tracker. Always unidentifiable.

I do think we absolutely need to come up with a "Don't Use" list. I do know that Mike and I have discouraged the use of folks that we know are connected to unprofessional experiences.

Richard cancelled the logins for this call center today. I did let him know that he was in violation of his contract. He now assures me that he has 12 people in his very own office.

I will do a check on the above named company and see what we can figure out about this company, if anything.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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From: Neylon, Brian
Sent: Thursday, December 21, 2006 7:02 PM
To: Musso, Reji
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: RE: Jerry Dean Grider dba JSR Enterprises

who is the 3rd party call center. Was it on his submitted list? Can we track others? Fine warrented?

From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises

I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

Reji J. Musso

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1135
JA006912

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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EXHIBIT 175

EXHIBIT 175

From: Origer, Robb <Robb.Origer@echostar.com>
Sent: Friday, December 22, 2006 8:49 AM
To: Musso, Reji <Reji.Musso@echostar.com>; Mills, Mike <Mike.Mills@echostar.com>; Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Werner, Bruce <Bruce.Werner@echostar.com>
Subject: Re: Jerry Dean Grider dba JSR Enterprises

My 'their' applies to all of them - this isn't new or that difficult...these are smart business people that are chosing to not provide the info. They know where the leads and sales come from.

Robb Origer
Retail Services
P|303.723.1202
F|303.723.2057

-----Original Message-----
From: Musso, Reji
To: Origer, Robb; Mills, Mike; Neylon, Brian
CC: Werner, Bruce
Sent: Fri Dec 22 06:46:59 2006
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Understood and I don't necessarily disagree; I just "think" that we can trust them from this point forward. Unlike some of our other players - who are not forthcoming even when caught red-handed.

Sterling is now mentioned as having used this Philippines operation...they seem to pop up everywhere.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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-----Original Message-----
From: Origer, Robb
Sent: Friday, December 22, 2006 6:44 AM
To: Musso, Reji; Mills, Mike; Neylon, Brian
Cc: Werner, Bruce
Subject: Re: Jerry Dean Grider dba JSR Enterprises

I'm not sure what is so unclear -

Their agreement and Nov Facts Blast say 'anyone that is not an employee' must have approval -

Then - you and Reji both ask for that list.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0124

If they aren't forthcoming - I have less interest in a progressive discipline track.

Robb Origer
Retail Services
P|303.723.1202
F|303.723.2057

-----Original Message-----
From: Musso, Reji
To: Mills, Mike; Neylon, Brian
CC: Origer, Robb; Werner, Bruce
Sent: Thu Dec 21 20:19:35 2006
Subject: RE: Jerry Dean Grider dba JSR Enterprises

I agree with Mike. Perhaps this is what we need for our approach to affiliates for the NC AG. We do need a process and something standard.

I think JSR is the least of our worries.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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-----Original Message-----
From: Mills, Mike
Sent: Thursday, December 21, 2006 7:29 PM
To: Neylon, Brian; Musso, Reji
Cc: Origer, Robb; Werner, Bruce
Subject: Re: Jerry Dean Grider dba JSR Enterprises

Don't have the OE grid but I believe they are around 1,500 to 2k activations per month.

At the time of launch this was not discussed nor did they disclose that they would be doing any marketing other than outbound out of their office. I met with these guys last week and they told me they were using a center out of the Philippines. I indicated that it was in their best interest to discontinue that relationship. They said they would be done with that center within 10 days.

If what they say is correct and they are now 100% in house I don't think we should terminate but would support a fine.

In the bigger picture we need to work with legal on a standardized affiliate program template including what they can do, can't do, who they can use, how much they can pay out to affliliates, etc. This is going to continue until we get something in writing that we enforce.

Mike

-----Original Message-----

From: Neylon, Brian
To: Musso, Reji
CC: Mills, Mike; Origer, Robb; Werner, Bruce
Sent: Thu Dec 21 19:08:38 2006
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Mike,

What is his volume? Why would i not just terminate?
Where is he located? I assume he was made aware when launched on the OE tool that voilations of the telemarketing laws of the United States will not be tollerated????

From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises

I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

Reji J. Musso

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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EXHIBIT 176

EXHIBIT 176

Date	Topic	Action	Result
Ongoing	Notices to all partners (POE Notices)	Send notification to all retailers relative to specific consumer complaints	Eliminates consumer contact through requesting inclusion into internal DNC registries*.
05/01/06	TCPA allegations	Excel DB	Track telemarketing allegations (data management)
07/16/07	QA Monitoring - Partners	Letter of communication	Preliminary set up for oversight of Partner interactions with DISH customers
08/01/06	Retailer notifications	TCPA Letters (ongoing)	Advise of allegation – protect consumers/customers
08/12/06	Oversee Compliance	Hired Compliance Manager	Point person to manage telemarketing preventative initiatives and interact with the retailers
08/20/06	United Satellite	Termination due to TCPA violations	No longer able to sell for DISH
11/10/06	Telemarketing	Facts Blast	Reinforced existing terms of Retailer Agreements
11/21/06	Blu Kiwi (I Dish)	Assessed $10,000 penalty for TCPA violations	Cleaned up business – no subsequent allegations
12/07/06	Atlas Assets	Termination due to TCPA violations	No longer able to sell for DISH
01/17/07	Sterling Communications Group	Assessed $53,000 penalty for TCPA violations	Re-worked existing business model
01/22/07	Telemarketing Reminder	Facts Blast (p 19 of 21)	Federal / State Laws – Retailer Agreement
02/12/07	American Satellite	Assessed $10,000 penalty for TCPA violations	Re-worked business model and internal staffing
02/14/07	Jerry Dean Grider dba JSR Enterprises	Termination due to TCPA violations	No longer able to sell for DISH
04/20/07	Possible Now	Engaged for DNC oversight	Contractual negotiations underway for management of internal DNC and sharing with externals*
05/04/07	Team Summit	Individual Meetings with OE Partners	Discussions relative to Telemarketing expectations
06/16/07	Expansion of National Sales Team	More 1:1 attention with partners	Increased vigilance, instruction and shared information regarding 3rd party call centers and affiliates

*Notices will migrate to Possible Now for management of internal and real time inclusion into DNC registries for corporate and specific retailers.

(Pertinent) Facts Blasts 12/18/01 – Advertising Clarification
07/10/02 – Telemarketing and Advertising

EXHIBIT 432 WERNER 4/17/12

DEFENDANT'S EXHIBIT DTX-112

EXHIBIT 177

EXHIBIT 177

Submitted Date	OE Number	Retailer Name	Consumer First Name	Consumer Last Name	Consumer Area Code	Consumer Phone Number1	Caller ID Area Code	Caller ID Number	DNC Investigation	DNCDate	Action Required	Status Of Action	Retailer ID Source	LETTER SENT	RESPONSE RECEIVED	VIOLATION	COMMENTS
9/28/2006	14840916	JSR Enterprises	Thomas	Jones			972	385-0433	FALSE		NONE	Pending	Consumer	1/17/2007	2/6/2007		
9/28/2006	14840916	JSR Enterprises	Hannah	Klein	301	649-2221	949	553-1056	TRUE		NONE	Closed	StingInternal	10/6/2006	TO LEGAL		Handled by legal - Sting -
10/3/2006	1480916	JSR Enterprises	Melissa	Wallace	801	619-0208			FALSE		None	CLOSED	Consumer	10/31/2006	11/6/2006		
10/3/2006	1480916	JSR Enterprises	Melissa	Wallace	801	619-0208			FALSE		None	CLOSED	Consumer	10/31/2006	11/6/2006		
10/5/2006	14840916	JSR Enterprises	Mike	Brawner	858	756-7562	866	907-5218	FALSE		None	Pending	Consumer	1/17/2007	2/6/2007	YES	
10/19/2006		JSR Enterprises	Mike	Brawner	858	756-7562	972	385-0433	FALSE		SendFirstLetter	Pending					
10/19/2006	14840916	JSR Enterprises	Melissa	Wallace	801	619-0208	972	385-0433	FALSE		SendFirstLetter	Pending	Consumer	10/31/2006	11/6/2006		
10/19/2006	14840916	JSR Enterprises	Melissa	Wallace	801	619-4826	972	385-0433	FALSE		SendFirstLetter	Pending	Consumer	10/31/2006	11/6/2006		
11/7/2006	14840916	JSR Enterprises		Wildman	717	770-0832	972	385-0433	FALSE		SendFirstLetter	Pending	Consumer	1/17/2007	2/6/2007		
11/10/2006	14840916	JSR Enterprises	Jennifer	Marcellus	530	577-5859	972	385-0433	FALSE		SendFirstLetter	Pending	Consumer	1/17/2007	2/6/2007		
11/13/2006		JSR Enterprises	Atty Gen WI	Nickel	606	868-3092	972	385-0433	FALSE		SendFirstLetter	Pending	CALLER ID				No letter - pending termination
11/15/2006	14840916	JSR Enterprises	Jose	Hernandez	541	672-4954	866	255-6987	FALSE		None	Pending	Consumer				
11/15/2006		JSR Enterprises	Jose	Hernandez	541	672-4954	972	385-0433	FALSE		SendFirstLetter	Pending		1/17/2007	2/6/2007	YES	
11/17/2006	14840916	JSR Enterprises	John	Foard	209	742-4682	800	813-4137	FALSE		SendFirstLetter	Closed	Consumer				
12/12/2006	14840916	JSR Enterprises	Linda	Chesley	603	826-4158			TRUE		SendFirstLetter	Closed	StingInternal				
1/30/2007		JSR Enterprises	Atty Gen MS	Sandra Miley	601	849-4455	972	385-0433	FALSE		SendFirstLetter	Pending	CALLER ID				No letter - pending termination
1/30/2007		JSR Enterprises	Atty Gen MS	Sandra Miley	601	849-4455	972	385-0433	FALSE		SendFirstLetter	Pending	CALLER ID				No letter - pending termination
1/31/2007		JSR Enterprises	Jamie	Bagley	540	972-3284	972	385-0433	FALSE		SendFirstLetter	PENDING					No letter - pending termination
2/5/2007	14840916	JSR Enterprises	Susan	Smith	308	536-2083	972	385-0433	FALSE		SendFirstLetter	Pending	Consumer				No letter - pending termination
2/6/2007	14840916	JSR Enterprises	Candance	Mast	503	239-4903			FALSE		SendFirstLetter	Pending	Consumer				No letter - pending termination

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0244

EXHIBIT 178

EXHIBIT 178

TCPA Retailer Activity - Internal Stings
As of January 12, 2007

Complaint Date	Consumer/customer	Phone Number Called	Phone Number of Retailer	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type
7/17/2006	Aaron Hakeem	415-640-0519	not listed	All Sat		Y	Legal handled this	Consumer is on the DNC. Tied through a "referral" sting - Scott Anderson - Legal worked with this consumer. Indicated the callers were very persistent. Notified via e-mail 10/25/06	F, P, U
9/15/2006	K Rawal	630-289-6699	not listed	All Sat	Legal	y	Legal handled this	Legal worked with this consumer 8255909065757624	Unk
9/20/2006	Robert Parker	305-412-5151	not listed	American Satellite	10/6/2006	y	Y	No final determination on investigation	F, P, U
10/13/2006	Michael Brawner	858-756-7562	not listed	American Satellite	10/31/2006	y	Y	Based on investigation, lead gen company, Trifecta was termed.	Unk
10/27/2006	Tina Corbin		not listed	American Satellite	12/27/2007	y	Y	Response rec'd 1/6/07 and traced to account of "Shirley Country"through a lead from Thor Media. The cc qual came up as the alias and that info was not provided to American. Requested 1/19/06any additional info they may have from Thor.	F, U
10/20/2006	Bob Olive	631-583-8195	503-426-3120	Atlas Assets	10/20/2006	y	Response was insufficient. Retailer was termed.	This "sting" resulted in the identification of 38 other complaints associated with the caller id	F, P, U, R
11/8/2006	Bob Olive	631-583-8195	571-431-1985	Atlas Assets	11/8/2006	y	Response was insufficient. Retailer was termed.	This "sting" resulted in the identification of 32 other complaints associated with the caller id.	F, P, U, R
9/26/2006	Laura Barron	661-722-4487	800-701-8414	Brandvein	10/6/2006	y	Response was swift and effective.	This "sting" yielded 9 additional complaints. None before, none after notification.	F, P
8/25/2006	John Healey	501-650-4333	not listed	Dish Pronto Inc	10/6/2006	y	There was a lead for the call - consumer is retailer who claimed misrepresentation but there was no evidence of that on DP end.	This was a sting through legal. A "formal letter" was not sent until 10/6; however the VP Sales had an exchange with DP regarding the allegation immediately following sting.	Unk
12/18/2006	Vickie Hannon	713-263-4994	N/A	Dish Pronto Inc	12/18/2006	Y	Yes, inconclusive	Still investigating - cannot find a record of ever contacting #	F, U
11/6/2006	Tony Sultan	760-771-4505 206-780-9044 206-660-4119	N/A	I Dish Com LLC/Blu Kiwi		y	Y	Response was vague. OE Partner was unable to produce any documents from third party. Put them on hold and then fined them.	F, P, U, R,
11/8/06	Tony Sultan	760-771-4505 206-780-9044 206-660-4119	N/A	I Dish Com LLC/Blu Kiwi		y	Y	Response was vague. OE Partner was unable to produce any documents from third party. Put them on hold and then fined them.	F, P, U, R,
8/6/2006	K Rawal	N/A	N/A	Jeff Hughes dba Sterling Satellite	8/11/2006	y	Legal handled this	Retailer was brought into corporate. $10,000 Penalty was assessed. 8255909065750587	F, P
10/12/2006	Kourtney Heald	319-695-3820 641-919-3820	not listed	Jeff Hughes dba Sterling Satellite	12/27/2006	y	Y	Penalty assessed	RFL
9/29/2006	Hannah Klein	301-649-2221	N/A	JSR Enterprises	10/6/2006	y	Y	3rd Party - no longer under contract. Placed call following a corrupted DNC download.	Unk
12/20/2006	Linda Chesley	603-826-4158	not listed	JSR Enterprises	12/27/2006	y	Y	Third party made call. No longer affiliate.	F, P
12/11/2006	Adnan Hasan	510-530-5979	800-649-3231	Marketing Guru	1/17/2007	y	N	No reponse	F, P
7/17/2006	Aaron Hakeem	415-640-0519	not listed	Marketing Guru	10/16/2006	y	Legal handled this	Sting done with referral to Scott Anderson - consumer was being contacted by multiple companies.	Unk

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0344

TCPA Retailer Activity - Internal Stings

As of January 12, 2007

Complaint Date	Consumer/customer	Phone Number Called	Phone Number of Retailer	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type
9/14/2006	Manoj Puri	425-369-0313	888-815-5614	Marketing Guru	10/16/2006	y	N	Sting through legal - no information	U
11/14/2006	Tahira Sial	719-488-5649	not listed	Marketing Guru	Pending Signature	y	N	Retailer was notified via e-mail	U
11/17/2006	Ruth Khan	719-265-5859	719-265-5899	Marketing Guru		y	N	Retailer was notified via e-mail	F, P, H
8/3/2006	Aaron Hakeem	415-640-0519	N/A	National Satellite Systems	10/10/2006	y	N	Mr. Hakeem complained to David Moskowitz on or about July 17, 2006. Call was attributed to a bad scrub of DNS list. No complaints since.	F, P, H
10/27/2006	Ruth Khan	719-265-5859	not listed	NW Dish LLC	11/3/2006	Y	None - Response was due by cob on 12/18/2006.	Terminated	F, P, H
10/27/2006	Ruth Khan	719-265-5859	not listed	NW Dish LLC	11/3/2006	Y	None - Response was due by cob on 12/18/2006.	Terminated	F, P, H
11/2/2006	Beth Courtwright	508-303-3345	not listed	NW Dish LLC	12/15/2006	y	None - Response was due by cob on 12/18/2006.	Terminated	F
11/13/2006	Ruth Sullivan	847-398-2019	not listed	NW Dish LLC	12/11/2006	Y	None - Response was due by cob on 12/18/2006.	Terminated	F, P, H
12/11/06	Murad Pandit	301-933-1965	not listed	NW Dish LLC	12/15/2006	N	None - Response was due by cob on 12/18/2006.	Terminated	F, P
1/10/2007	Feng Mo	972-899-1900	866-454-5173	Total Marketing Solutions	1/18/2006	N	Due 1/25/07		F
	Ken Teleis		N/A	United			Legal handled this	Terminated	Unk
	Michael Todd	502-426-7633	N/A	United			Legal handled this	Terminated	Unk
11/13/2006	Ruth Sullivan	847-398-2019	not listed	Vekstar	12/11/2006	Y	Y	Did not renew 2007 contract	U

TCPA Retailer Activity - Consumer Stings

January 12, 2007

Complaint Date	Consumer customer	Customer Phone Number	Phone Number of Vendor	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type of Complaint
10/28/2006	William Cohen	818-654-9307	Unknown	Allegro Discount Advertising	10/31/2006	N	Y	Retailer accepted "lead" from friend and was "stung." Small operator and has assured that this will not happen again.	DNC
	Melissa Wallace	801-619-4826 801-619-0208	Unknown	Aloha Communications	Pending signature	Y	Y	Responded to Legal - letter to be sent from RS. Response indicated that they did nothing that violated the law.	
12/20/2005	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	American Satellite	1/17/2006	Y	Due 1/24/07	8255909453291012	
1/25/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	American Satellite	12/28/2006	Y	Y	Complaint generated by letter to Echo with 11 complaints-12.13.06. First contact by Trifecta (lead gen) 1/25/06 forwarded for sales pres and cc qual. No record of requesting removal.	Unknown
1/27/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	American Satellite	1/17/2006	Y	Due 1/24/07	8255909453338508	
2/13/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	American Satellite	1/17/2006	Y	Due 1/24/07	8255909453359181	
6/2/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	American Satellite	1/17/2006	Y	Due 1/24/07	8255909453494160	
6/12/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	American Satellite	1/17/2006	Y	Due 1/24/07	8255909453508829	
9/21/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	American Satellite	12/28/2006	Y	Y	Complaint generated by letter to Echo with 11 complaints-12.13.06 - call initiated by Trifecta-forwarded for sales pres- relationship termed lead gen relationship on or around 11/6/06 (documentation has been requested on 1/19/06 by RS)	Unknown
12/1/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	American Satellite	12/28/2006	Y	Y	Complaint generated by letter to Echo with 11 complaints-12.13.06 - contacted by Thor Media Inc - by direct mail who initiated a follow-up call. Amer Sat believed they had verbal indemnification and confirmation of compliancy with all laws. This relationship has been suspended requesting additional information.	Unknown
9/23/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Atlas Assets	N/A	Y	N/A	RETAILER TERMED. Complaint generated by letter to Echo with 11 complaints.	Unknown
9/28/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Atlas Assets	N/A	Y	N/A	RETAILER TERMED. Complaint generated by letter to Echo with 11 complaints.	Unknown

TCPA Retailer Activity - Consumer Stings

January 12, 2007

Complaint Date	Consumer customer	Customer Phone Number	Phone Number of Vendor	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type of Complaint
10/12/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Atlas Assets	N/A	Y	N/A	RETAILER TERMED. Complaint generated by letter to Echo with 11 complaints.	Unknown
5/12/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	Brandvein Companies, Inc.	1/17/2006	Y	Due 1/24/07	8255909453468768 - OE sent e-mail acknowledging receipt and research.	
10/3/2006	Stewart Abramson	412-362-4233 412-362-2054 412-665-2716 412-665-0118	866-663-7017	Cyberworks Software	10/10/2006	Y	10/17/2007	Acknowledged violation. PR Messages were discontinued. All paperwork provided.	PR
1/4/2006	Andrew Davis	561-254-7254	212-982-6401 800-591-8108 ext 3428	Dish Centric LLC	1/4/2007	N/A	Due 1/11/07	Identified through credit card qualification attempt.	M
3/7/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	Dish Pronto	Pending signature	Y	Letter to be sent	8255909453384973	
12/2/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Dish Pronto	12/28/2006	Y		Complaint generate by letter to Echo with 11 complaints. 12/13/06	Unknown
7/25/2005	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	EBN Financial	12/28/2006	Y	Given to retailer attorney	Complaint generate by letter to Echo with 11 complaints. First complaint. This has been turned over to their attorney.	Unknown
8/4/2006	Melissa Wallace	801-619-4826 801-619-0208	Unknown	Global Wizards, LLC	N/A	Y	N/A	Initially connected to Allsat, Inc. Global Wizards, LLC settled with consumer.	
2/6/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	Jeff Hughes dba Sterling Satellite	1/17/2007	Y	Due 1/24/07	8255909453351428	
7/14/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	Jeff Hughes dba Sterling Satellite	1/17/2007	Y	Due 1/24/07	8255909453550292	
10/11/2006	Stewart Abramson	412-362-4233 412-362-2054 412-665-2716 412-665-0118	Unknown	Jeff Hughes dba Sterling Satellite	Notified via e-mail	Y	Y	POE Notice was sent out. Sterling ADDED consumer to call list instead of deleting it. Settled with customer.	
10/19/2006	Melissa Wallace	801-619-4826 801-619-0208	972-385-0433	JSR Enterprises	10/31/2006	Y	Y	Advised consumer that complaint was erroneous.	
3/12/2006	Beth and Jonathan Wilmot	N/A	N/A	Marketing Guru	N/A	N/A	N/A	This was settled with compensation from MG to Wilmots	Unknown
3/31/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	Marketing Guru	1/17/2007	Y	Due 1/24/07	8255909453418219	Unknown
11/6/2006	Stewart Abramson	412-362-4233 412-362-2054 412-665-2716 412-665-0118	650-545-0378 602-624-4922 800-511-5064 307-764-8646	Marketing Guru	Notified via e-mail	Y	N	Jen - pre-recorded message, press 1 for more info and calls from "Jerry"	F, P, PR
N/A	Virginia Martin	N/A	N/A	Marketing Guru	N/A	Y	N/A	Unaware of scope of final settlement	Unknown
2/13/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Marrik Dish Co.	12/28/2006	Y	Y	Complaint generate by letter to Echo with 11 complaints. 12/13/06	Unknown

TCPA Retailer Activity - Consumer Stings
January 12, 2007

Complaint Date	Consumer customer	Customer Phone Number	Phone Number of Vendor	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type of Complaint
2/13/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Marrik Dish Co.	12/28/2006	Y	Y	Complaint generated by letter to Echo with 11 complaints-12.13.06	Unknown
7/13/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	On Site Satellite East LLC (TVR0)	1/26/2006	Y		8255909453549807 - CVS Retailer - notified	PR
11/4/2005	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Satellite Systems Network	12/28/2006	Y	N	Complaint generate by letter to Echo with 11 complaints. 12/13/06 - This has been turned over to their attorney.	Unknown
11/4/2005	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	Satellite Systems Network	12/28/2006	Y	N	Complaint generated by letter to Echo with 11 complaints-12.13.06	Unknown
11/7/2005	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	Satellite Systems Network	Pending signature	Y	Letter to be sent	8255909453231570	PR
8/17/2006	Michael Todd	502-426-7633	702-835-0091 702-835-0195 720-514-7924	Satellite Systems Now	8/29/2006	N	N	8255909185626576 - Retailer settled with complainant - never provided written response	PR
10/18/2006	Michael Todd	502-426-7633 502-426-3008	Unknown	Satellite Systems Now	10/31/2006	N	N	8255909185769913	PR
11/17/2006	Stewart Abramson	412-362-4233 412-362-2054 412-665-2716 412-665-0118	Unknown	Satellite Systems Now	N/A	Y	N	This complaint came to us following the notification to oe partner. Settlement was in process.	PR
1/26/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	**United Satellite**	Legal	Y	**Legal will handle**	8255909453335876	Unknown
2/7/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	**United Satellite**	Legal	Y	**Legal will handle**	RETAILER TERMED. Complaint generated by letter to Echo with 11 complaints. Legal will handle.	Unknown
2/7/2006	Gregory Fisher	937-681-3222 937-312-1448 937-681-3224	Unknown	**United Satellite**	Legal	Y	**Legal will handle**	RETAILER TERMED. Complaint generated by letter to Echo with 11 complaints. Legal will handle.	Unknown
2/7/2006	Jeffrey Mitchell	801-224-3754 801-224-3764	Unknown	**United Satellite**	Pending signature	Y	**Legal will handle**	8255909453351725	PR
	Michael Todd	**502-426-7633**	Unknown	**United Satellite**		**N**	**Legal handled this**	**Terminated**	**Unknown**

TCPA Retailer Activity - Consumer ID'd Retailer

As of January 12, 2007

Complaint Date	Consumer Customer	Customer Phone Number	Phone Number of Vendor	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type of Complaint
1/5/07	Ameesh Shah	310-477-5160	800-333-3947 x1049	Airbel Communications	1/17/2006	Y	Due 1/24/07	Name of caller - Amit	
7/25/2006	Ronnie Martin	949-636-5463	866-700-6542	Allsat Inc	10/25/06 (e-mail)	N	N	Consumer id'd w/ caller id.	U
8/7/2006	Anonymous	509-276-1974	866-700-6542	Allsat Inc	8/14/2006		Y	Retailer requested additional info - unable to locate called # with info provided. Notified via e-mail 10/25/06	R, O
8/24/2006	Mr. Brian	818-788-7258	866-213-0384 201-373-8356	Allsat Inc	10/25/06 (e-mail)		Y	Caller ID did not match name of company id'd by consumer. Notified via e-mail 10/25/06. AllSat could not locate any attempts.	
9/5/2006	Ruth Khan	719-265-5899	877-693-4745	Allsat Inc	10/25/06 (e-mail)	Y		Retailer requested additional info - unable to locate called # with info provided. Notified via e-mail 10/25/06	R, O
9/18/2006	Yousuf Raza	703-221-3637	303-325-7971	Allsat Inc	10/25/06 (e-mail)		Y	Retailer requested additional info - unable to locate called # with info provided. Notified via e-mail 10/25/06	F, P
10/4/2006	Patricia Hussion	317-831-2406	480-626-0511	Allsat Inc	10/25/06 (e-mail)		N	Caller ID did not match name of company id'd by consumer	F, P, H
10/11/2006	Fred Wall	775-324-5504	866-700-6542	Allsat Inc	10/31/2006		Y	Notified via e-mail 10/25/06	
10/26/2006	Michael Huber	505-771-2383	866-700-6542	Allsat Inc	10/31/2006		Y	Caller ID researched by RS and directed to Allsat. Connected to 3rd party - DNC scrub was incomplete. Problem corrected. Xplore Tech	F, P
11/16/2006	Roger Smith	806-368-8138	888-325-0265	Channel Choice Communications	12/11/2006		y	Response sufficient. Issue closed.	
10/3/2006	Don Keys	574-294-6258	812-662-5214	Defender	10/6/2006		Y	Response sufficient. Issue closed.	F, P
8/5/2006	Amber Nickerson	701-483-6862	720-246-0422	Dish Factory Direct Inc	9/5/2006		Y	Response sufficient. Issue closed.	
9/29/2006	Wayne Leboeuf	830-625-7614	800-315-0788	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	
9/30/2006	Ronald/Tammy Todd	256-352-2785	800-811-8467	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	F, U, RFL
10/9/2006	Becky Lee	800-520-2900	800-520-7113	Dish Pronto	10/16/2006		Y	Response sufficient. Issue closed.	
11/21/2006	Melinda Yarborough	541-937-2571	800-811-8467	Dish Pronto	12/11/2006		Y	Response sufficient. Issue closed.	F, P, U
	Claude Gainer	313-365-6050, 6051,6052,6053	416-777-6313	Dish Pronto	7/26/2006		Y	Response sufficient. Issue closed.	
8/5/2006	Melony Russell	804-934-0233	800-315-0788	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	
8/22/2006	Anonymous	503-606-2917	800-701-8414	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	

TCPA Retailer Activity - Consumer ID'd Retailer

As of January 12, 2007

Complaint Date	Consumer Customer	Customer Phone Number	Phone Number of Vendor	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type of Complaint
8/26/2006	Ryan Smith	269-692-2549	866-422-5670	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	Unsolicited
8/26/2006	Susan Burkholder	830-277-2222	800-252-3701	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	Unsolicited
9/1/2006	Cara	405-604-2922	416-777-6313	Dish Pronto	10/6/2006		Y	Response sufficient. Issue closed.	
8/24/2006	Tom Bruiniers	909-593-1607	800-789-9179	Dish TV, Inc (TVR0)	10/6/2006			Response sufficient. Issue closed.	
6/5/2006	Michael Brewer	414-282-8268	561-750-5150	E-Management	8/4/2006		Y	DNC	
9/28/2006	Anita Kumar	425-837-1797 425-749-8059	425-837-1797 425-749-8059	Global Wizards LLC	11/8/2006	Y	N	ID'd as "Global Dish" - Letter was not sent as investigation was underway on company. Consumer has tapes of calls	
9/20/2006	Narashimha Acharya	not listed	877-693-4745	Global Wizards, LLC	11/8/2006	Y		Originally assigned to Allsat Inc. Global provided response indicating cons w/drew complaint	F, P, U, R, O
9/22/2006	Nikhil Goyal	313-963-6667	877-693-4745 x709	Global Wizards, LLC	Termination in process so no letter was sent.	Y		Not reported as recently discovered this was not Allsat, Inc, but Global Dish.	U, F, P, RFL
10/25/2006	Rejat Jain	775-783-4024	Unknown	Global Wizards, LLC	Termination in process so no letter was sent.	Y		Reported to Allsat, Inc. should be reported to Global Wizards, Inc.	F, P, U, R, O
10/18/06	Ameesh Shah	310-477-5160	425-837-1797 425-749-8059	Global Wizards, LLC	Termination in process so no letter was sent.	Y	Y	Initially connected to Allsat, Inc. Global Wizards, LLC settled with consumer.	F, P, U, R, O
6/2/2006	Naveen/Zibi Jamal	408-264-4011	Unknown	I-Dish/Blu Kiwi	8/1/2006	Y	Information Insufficient	8/1/2006	F, P, R, O
8/18/2006	Varun Gupta	281-499-7140	Unknown	I-Dish/Blu Kiwi	10/6/2006				F, U
9/26/2006	Anita Kumar	425-837-1797 425-749-8059	425-837-1797 425-749-8059	I-Dish/Blu Kiwi	10/12/2006	Y	Y	3rd Party - unable to gather any concrete information	F, P, H
10/5/2006	Douglas McKellar	614-860-8163	800-776-3474	I-Dish/Blu Kiwi	10/6/2006	N			F, U
9/28/2006	Thomas Jones	Not provided	972-385-0433	JSR Enterprises	1/17/2006	N		972-385-0433	DNC
10/19/2006	Mike Brawner		972-385-0433	JSR Enterprises	1/17/2006	Y		972-385-0433	Unknown
11/7/2006	Richard Wildman	717-770-0832	972-385-0433	JSR Enterprises	1/17/2006	N		972-385-0433	RFL
11/10/2006	Jennifer Marcellus	530-577-5859	972-385-0433	JSR Enterprises	1/17/2006	N		972-385-0433	F, P
11/15/2006	Jose Hernandez	541-672-4954	972-385-0433	JSR Enterprises	1/17/2006	N		Due to an inquiry from the LA AG, five additional complaints were associated with 972-385-0433. Melissa Wallace initially identified the owner of the phone number.	Unknown
11/17/2006	John Foard	831-621-3818		JSR Enterprises	12/11/2006	N	Y	Consumer Id'd based on "name". Not contacted by JSR.	P, H
6/17/2006	Josh Rice	541-915-3325	954-657-9600 954-657-9922	Marketing Guru	8/15/2006	N	N		RFL

TCPA Retailer Activity - Consumer ID'd Retailer

As of January 12, 2007

Complaint Date	Consumer Customer	Customer Phone Number	Phone Number of Vendor	Retailer Name	Date Letter Sent	POE Notice	Retailer Response Provided	Additional Comments	Type of Complaint
7/14/2006	Keith Pomroy	207-582-5698	866-755-9008	Marketing Guru	8/1/2006	N	N		
7/17/2006	Kenneth Sheilds	360-600-4439	866-701-2295 800-592-1773	Marketing Guru	10/16/2006	N	N		
7/27/2006	Ryan Amhurst	570-223-9620	954-657-9600	Marketing Guru	8/15/2006	N			
8/9/2006	Charlotte Gilbert	not listed	800-622-4199	Marketing Guru	8/14/2006	N	N		
8/30/2006	Tracy Rose	937-746-3315	866-755-9008	Marketing Guru	10/16/2006	N			
9/8/2006	Barbara Drake	509-882-2778	800-511-5064	Marketing Guru		N	N		
9/15/2006	Manish Malhotra	732-583-9312	888-815-5614	Marketing Guru	10/16/2006	N			
9/26/2006	Anita Kumar	425-837-1797 425-749-8059	425-837-1797 425-749-8059	Marketing Guru	10/25/06 (e-mail)	Y	N	Id was "Satellite Sales"	
10/2/2006	Jody Lyn Creamer	858-270-3065	866-755-9008 x 5037	Marketing Guru	10/16/2006	N	N	Cons called 888-825-2557	
10/9/2006	Dawayne Lawrence	512-524-8007	866-755-9008	Marketing Guru	10/16/2006	N	N		F, P
11/13/2006	Regina Thomson	Not provided	602-624-4922	Marketing Guru	1/17/2006	N	Due 1/24/07	Satellite Center/Elephant Group	F, P
11/29/2006	Carol W. Dean (NC AG)	252-438-6080	800-455-1390	Marketing Guru	1/17/2006	N	Due 1/24/07	id'd as Satellite Sales-notified MG via e-mail 12/12/06	M, DNC
	Anonymous	941-312-4154	800-745-0684 888-403-9552	Marketing Guru	8/2/2006	N	N		RFL
	Anonymous	410-833-8653	877-822-2418 800-942-9951	Marketing Guru	8/2/2006	N	N		RFL
10/8/2006	Sameer Alam	817-571-7666	888-397-3474	RPM Technologies	10/16/2006	N	Y	Indicated that they do not make o/b calls but do saturate market with door hangers.	

TCPA Retailer Activity - Tally

As of January 12, 2007

Retailer Name	OE Start Date	Internal Stings	Consumer Stings	Consumer ID'd Retailer	Total Allegations	Litigation/AG	2006 Activations	Churn	Current Status	Terms	Penalties	Comments
Airbel Communications	4/1/2006	0	0	1	1		2,092	2.29%	Active			Pending Signature
All Sat	6/1/2004	2	0	8	10		51,546	1.93%	Active			Retailer terminated relationship with Global Wizards LLC (see below) - addressed call center relationships and we have had no complaints since October 11, 2006
Allegro Discount Advertising	12/1/2005	0	1	0	1		352	1.51%	Active			Response sufficient.
Aloha Communications	10/1/2006	0	1	0	1		0	0.00%	Active			Response was sufficient. Retailer has communicated with consumer.
American Satellite	11/1/2005	3	8	0	11	(1)Alleman (listed as party, but not named defendant)- (2)American Communications - NC	47,950	2.43%	Active			9 Consumer Stings are 2 complainants - Gregory Fisher and Jeffrey Mitchell.
Atlas Assets	6/1/2006	2	3	8	5		13,667	8.63%		11/18/2007		Two stings helped identify previously recorded and unidentified calls for 70 complainants
Brandvein Communications	7/1/2004	1	1	0	2		12,092	1.92%	Active			No complaints prior to sting, none after. Did identify 9 previously unidentified calls. Response to allegation was swift and effective.
Channel Choice Communications	12/1/2005	0	0	1	1		1,134	1.56%	Active			Response sufficient.
Cyberworks Software	3/1/2006	0	1	0	1		2,071	2.02%	Active			Response was sufficient and no complaints since.
Defender Security	8/1/2004	0	0	1	1		123,001	1.75%	Active			Response sufficient.
Dish Centric, LLC	4/1/2004	0	1	0	1		7,541	1.91%	Active			Response overdue
Dish Factory Direct	8/1/2004	0	0	1	1		3,178	2.65%	Active			Response sufficient.
Dish Pronto	7/1/2004	2	2	10	14	Hayes	53,479	2.43%	Active			Responses sufficient.
E-Management	6/1/2004			1	1	Ferron	39,795	2.34%				
EBN Financial	4/1/2006	0	1	0	1		17,541	1.74%	Active			Not due
Global Wizards LLC	9/1/2004	0	1	5	6		Service Power	1.99%		1/5/2007		Termination was result of the "nature" of the allegations and the possible connections to unauthorized affiliates. Also, since their relationship was dissolved with Allsat, Inc., we have had no further complaints for Allsat and suspect that there is a correlation.
I-Dish/Blu Kiwi	3/1/2005	2	0	4	6		30,987	2.48%	Active		Penalties	Penalty was assessed due to nature of 2 internal stings to same consumer who is still receiving calls.
Jeff Hughes dba Sterling Satellite	9/1/2006	2	3	0	5		32,094	1.99%	Active		Penalties	Determination of penalty pending with management
JSR Enterprises	3/1/2004	2	1	6	9	LA AG	6,262	0.00%	Active			Determination of course of action to follow caller id identification pending with management
Marketing Guru	11/1/2004	5	4	17	26	OR (AD)	332,154	2.09%	Active			Management is handling
Marrik Dish	5/1/2006	0	2	0	2		4,447					Not due
National Satellite Systems	12/1/2004	1	0	0	1		0		Active			Response was sufficient.
NW Dish LLC	Service Power	5	0	0	5		Service Power			1/3/2007		No response on Final Demand letter.
RPM Satellite and Technology	5/1/2006	0	0	1	1		4,666		Active			Response sufficient.
Satellite Systems Network	5/1/2004	0	3	0	3	Spafford, NC	4,512		Active			
Satellite Systems Now	7/1/2006	0	3	0	3	NC, Abramson/Echo	9,697		Active			
Total Marketing Solutions	7/1/2004	1	0	0	1		10,595		Active			This is the first allegation for this company (Chinese customers)
United Satellite	12/1/2004	2	5	0	7		26,667			9/8/2006		
Vekstar	Service Power	1	0	0	1	NC	Service Power		Non-active			Did not renew contract
		31	41	55	127					4	2	
TVRO Retailers			2		2							
			43		129							

PX0344-009

JA006931
005789

SLC_ DNC_Investigation_0011154
TX 102-006193

TVRO RETAILER TALLY

Retailer Name	Internal Stings	Consumer Stings	Consumer ID'd Retailer	Total Allegations	Litigation/AG	2006 Activations	Churn	Current Status	Terms	Penalties	Comments
On Site Satellite East LLC	0	0	1	1							Not due
Vision Quest LLC					FTC CID						
New Edge Satellite					FTC CID						
Planet Earth Satellite					FTC CID						
Dish TV Now					FTC CID						
Tenaya Marketing (Star Satellite)					FTC CID						
Computer Services Associates, Inc					31 State						
Dollar Pawn Inc					31 State						
Total Protections Inc					31 State						
Steve merciers					31 State						
Rozier Merchantile Co Inc.					31 State						
Warrens Modern Appliance Inc					31 State						
Dove Digital Services Inc					31 State						
National Satellite Store Inc					31 State						
Lubbock Wiresless Communictions LLC					31 State						
PCS Corp					31 State						
X Factor Communications Inc					31 State						
Brad McDonald					31 State						
Satellite Guy Inc					31 State						
Johns Satellite TV					31 State						
Tim Tennyson					31 State						
Stanecki Inc DBA Don Lors Electronics					31 State						
Schmitz Technologies Inc					31 State						
The Service Source Inc					31 State						
Dynamic Developments Corp					31 State						
Dunnes Digital City Inc					31 State						
Don M. Lira					31 State						
Petes Connection Inc					31 State						
JM Services DBA JMS					31 State						
Invisimax Inc					31 State						

TVRO RETAILER TALLY

Retailer Name	Internal Stings	Consumer Stings	Consumer ID'd Retailer	Total Allegations	Litigation/AG	2006 Activations	Churn	Current Status	Terms	Penalties	Comments
Southewestern Iowa Enterprises					31 State						
Kansas Wireless Inc					31 State			Inactive			
Computer Essentials Inc					31 State			Inactive			
L & E Partnership DBA Cell Solutions Com					31 State			Inactive			
E & E Enterprises Global Inc					31 State			Inactive			
Choice Communications LLC					31 State			Inactive			
Titan Wireless LLC					31 State			Inactive			
Regal Satellite					WA						
Dish TV, Inc.	0	0	1	1				Active		Response sufficient.	

EXHIBIT 179

EXHIBIT 179

ECHOSTAR SATELLITE L.L.C.

COPY

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

January 17, 2007

Via Facsimile: 949-643-7173

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Drive
Irvine, CA 92618

Re: Notice of Alleged Complaint "Do Not Call" Violation

Dear Mr. Tehranchi:

Please be advised that a complaint has been filed by Jeffrey Mitchell, a consumer, against EchoStar Satellite L.L.C. ("DISH Network"). Mr. Mitchell is alleging that he has received frequent and unsolicited calls to his home numbers of 801-224-3754 and 801-224-3764 for the express purpose of selling DISH Network programming and services. Mr. Mitchell has opened the following account, 8255909453231570 (11/7/05), in an effort to positively identify the retailer associated with the alleged violation. Mr. Mitchell believes these events are in violation of Telecommunications Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five (5) days of receipt of this letter, you must completely and thoroughly address the circumstances surrounding the allegation(s) and furnish information relative to the specific circumstance that has created this issue and the corrective actions that will eliminate recurrences for Satellite Systems Network providing a written explanation and documentation of the same to EchoStar. This information should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that Satellite Systems Network defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

EXHIBIT 28 Interview 3-7-15

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

Krakauer-DOJ-00047707

Confidential - U.S. v. DISH

DISH11-026808
JA006936
005794

SLC_ DNC_Investigation_0003228
TX 102-006198

EXHIBIT 180

EXHIBIT 180

This letter is without prejudice to any rights and remedies that may be available to EchoStar at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Robb Origer
Director, Retail Services
EchoStar Satellite L.L.C.

cc: Dana Steele

ECHOSTAR SATELLITE L.L.C.

COPY

Retail Audit and Risk
9601 S. Meridian Blvd.
Englewood, Colorado 80112

January 17, 2007

Via Facsimile: 909-331-2832

Mr. Richard Goodale
Jerry Dean Grider DBA JSR Enterprises
1740 E Garry Avenue S
Santa Ana, CA 92705

Re: Notice of Alleged Complaints "Do Not Call" Violation

Dear Mr. Goodale:

The purpose of this letter is to inform you that the following complaints have been associated with your company. Each complainant has alleged "repeated and unsolicited" calls and provided the caller identification of 972.385.0433. These calls have been traced to Jerry Dean Grider DBA JSR Enterprises and are solicitations for DISH Network products and services. These calls are believed to be in violation of Telecommunications Consumer Protection Act regulations.

Submitted Date	Consumer First Name	Consumer Last Name	Consumer Phone Number
9/28/2006	Thomas	Jones	414-483-9957
10/19/2006	Mike	Brawner	858-756-7562
11/7/2006		Wildman	717-770-0832
11/10/2006	Jennifer	Marcellus	530-577-5859
11/15/2006	Jose	Hernandez	541-672-4954

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

Within five (3) days of receipt of this letter you must provide to EchoStar Legal Department a detailed explanation specific to each complaint and furnish information relative to specific actions that created these issues and the corrective measures that will eliminate recurrences for Jerry Dean Grider DBA JSR Enterprises. This information should be forwarded to:

Echostar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. Dish Network herby requests that Jerry Dean Grider DBA JSR Enterprises defend and indemnify Dish Network from and against any and all costs that Dish Network incurs therein.

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1075

EXHIBIT 181

EXHIBIT 181

From: Musso, Reji
Sent: Wednesday, January 17, 2007 11:25 AM
To: 'voice@jsrsatellite.com'
Subject: JSR_L5_1.17.06._LA AG.doc

Attachments: JSR_L5_1.17.06._LA AG.doc

JSR_L5_1.17.06._L
A AG.doc (64 ...

Richard,

If you will provide your home fax number, I will forward a signed copy of this complaint. In the meantime, please reply as the letter requests.

Reji J. Musso
Echostar Communications
Manager - Compliance
Retail Services
9601 S. Meridian Blvd.
Englewood, CO 80112
303.723.3262 (tel)

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U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX1113

EXHIBIT 182

EXHIBIT 182

INTENTIONALLY OMITTED

EXHIBIT 183

EXHIBIT 183

Quality Assurance

FSD
Field Sales Development

DEFENDANT'S
EXHIBIT
DTX-676

ESLLC – Confidential and Proprietary Information

TABLE OF CONTENTS

Objective	3
History	4-6
The OE Business	7
Today vs. Tomorrow	8-9
Expectations	10
Next Step	11
Advisor	12-16
Scoring Definitions	17-23
Advisor Hard Copy	24
FAQ's	25-26

ESLLC – Confidential and Proprietary Information

OBJECTIVE:

To ensure our customers world class service and an exceptional buying experience through FSD supported sales channels.

GOAL:

To operate a consistent Quality Assurance Methodology for live call monitoring and provide the FSD Organization a uniform skill set for future applications.

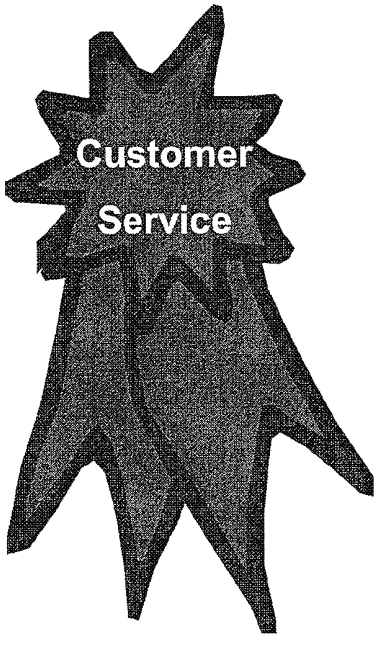
SALES CHANNELS:

OE RETAILERS

- Assist OE Retailers in maintaining compliance with the E-Talk Advisor scoring system.
- Decrease churn by continuing to provide the best customer service with the best value in the television industry.
- Minimize the number of calls fielded by the CSC ensuring all disclosures.

ALLIANCE PARTNERS

- Utilize Quality Assurance Methodology to evaluate calls while conducting roamer visits.



ESLLC – Confidential and Proprietary Information

HISTORY

EchoStar has experienced an increase in retailer related telemarketing and disclosure complaints. In order to respond efficiently and appropriately, we have created compliance teams in the CSC and Retail Services for the purpose of identifying the retailers that are not in compliance with EchoStar policies. Our responsibility is to create awareness with the goal of decreasing the allegations and providing a positive customer experience.

In order to protect the consumers and to alleviate complaints to government agencies (BBB, AG, FTC and FCC), EchoStar has renewed our dedication to first minimize and, hopefully, eliminate these types of complaints. While it is a lofty goal, it is necessitated for several reasons.

- If a customer purchases with complete and full knowledge of all information relative to equipment, programming costs and services available, the likelihood of losing them decreases.
- DirecTV was fined a significant amount of money for not adhering to the laws and our focus and preventative measures, like this latest initiative for call monitoring, is meant to help us avoid a similar punitive action for us.
- Reviewing partner scripts, processes and procedures helps the consumer/customer hear consistent and accurate information from all sales entities.

We have engaged in several approaches to insuring a quality and world class customer service experience with respect to sales calls. (As a side note, we have an entire QA team that evaluates sales and customer service calls for all of our internal call centers). Phone system capabilities can preclude use of some of the options, but our goal is to have every partner involved in as many of the options as possible.

- Live/On-Site – can be done with an EchoStar representative in the location(s).
- Live/Remote – can be done if we have the ability to monitor the switch
- Recorded/Remote – the partner can provide us a predetermined # of calls that our QA resources can review
- Recorded/On-Site – in conjunction with your visit, you can assist the in-house QA team in reviewing previously recorded calls; these are also helpful as needed in customer service research.

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HISTORY

There is an advantage for the OE Retailer besides a more solid sale which will positively affect churn rates. Should there be a complaint from any source, a recorded call can either support or refute the allegation. This is protection for their business as well as ours.

Your objective is to be a liaison with the partner and the Quality Assurance Team. Through your observations and the evaluated results we will be able to recognize areas of opportunity. We will want you to participate in the follow-up QA calls with the partner and the CSC QA Team.

It is important to understand that you are a resource, not a legal expert. If questions arise regarding the laws, you should refer them to their own legal counsel. They can go to the federal and state web sites to gather information, but our job does not include providing this information.

In addition, should you discover that they are improperly representing themselves as DISH Network (without the qualifier "authorized retailer of") you may discuss this with the call center manager and pass the information along. Also, if anything comes up that makes you uneasy, please share that information with your local manager.

THE LAWS

The TCPA is the Telephone Consumer Protection Act, which was passed into law in 1991. The TCPA was a merging of two bills in Congress and it deals with several distinct issues:

- Parameters for use of automated dialing equipment and prerecorded messages.
- Requirement for telemarketing calls using "live" callers
- Facsimile (fax) transmissions.

In 2003, the FCC amended its rules under the TCPA to implement the national Do-Not-Call Registry. In addition to adhering to the TCPA, various state laws regulate telemarketers in addition to the federal laws. All retailers that engages in telemarketing or utilities any entity that performs telephone solicitations should become familiar with and adhere to all applicable laws , including maintaining documentation to prove such adherence.

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HISTORY

EchoStar to JSR: Do Not Call (Multichannel News)

DBS Provider Axes Independent Retailer for Telemarketing Violations
As part of an effort to take action against "do-not-call" violators, EchoStar Communications and its Dish Network terminated their relationship with independent EchoStar retailer JSR Enterprises of Santa Ana, Calif., officials said Wednesday.

EchoStar ended its relationship with the retailer as a result of the direct-broadcast satellite company's internal investigation of consumer complaints alleging violations of telemarketing laws and St. Louis Circuit Court Judge Lisa Van Amburg's recent issuance of a temporary restraining order prohibiting JSR from making telephone solicitations to Missouri consumers.

The order was issued at the request of Missouri Attorney General Jay Nixon against JSR and other companies that aren't EchoStar retailers. According to the Missouri Attorney General's press release, JSR requested a copy of Missouri's No Call database but was cited in multiple complaints after receiving the list.

The JSR termination follows the recent terminations of EchoStar retailers Atlas Assets of Irvine, Calif., and United Satellite of Aliso Viejo, Calif., as a result of similar investigations of consumer telemarketing complaints. EchoStar alerted state attorney generals of the results of its investigation.

EchoStar said it fully supports the Federal Trade Commission's National Do Not Call Registry and all telemarketing laws and regulations, and that its policies prohibit unlawful telemarketing calls to existing and potential Dish customers and require retailers to be fully knowledgeable of applicable law as a condition to any telemarketing activities.

EchoStar will continue to investigate the practices of retailers and marketing lead generators that violate telemarketing laws and will take appropriate actions as necessary.

"EchoStar takes violations of telemarketing laws very seriously," senior vice president of retail services and sales Erik Carlson said in a prepared statement. "EchoStar will continue to expend significant resources and work with law-enforcement agencies in pursuit of improper solicitations by parties who hide behind EchoStar's Dish Network trade name."

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THE OE BUSINESS

The FSD organization supports several different channels of distribution. Although each is unique, we all work together to achieve our mission: To place our satellite dish in every home, school and business throughout the world. We have many different types of retailers selling DISH Network. Some retailers specialize only in satellite where others may sell security systems, cell phones or home appliances.

OE Tool Retailers typically are large companies that are highly successful in marketing and selling DISH Network. Most OE Tool Retailers have large call centers that are similar to the DISH Network call centers. OE Stands for "Order Entry" because of the way they enter a sale directly into the DISH Network system. The order entry tool is the essential application that allows these special partners to place customer orders for DISH Network equipment and services. It is web based, making it user friendly and performance ready.

The OE Retailer program began in 2004 with the first Retailers producing <1% of DISH activations. In 2004, the top 5 OE Retailers increased that number to 7%. As of February 2007, the top 5 OE Retailers produce 30% of DISH Activations yearly. There are currently over 60 OE Retailers nationwide and 1,000+ agents taking calls.

OE Retailers utilize a number of marketing methods including:

Outbound Telemarketing

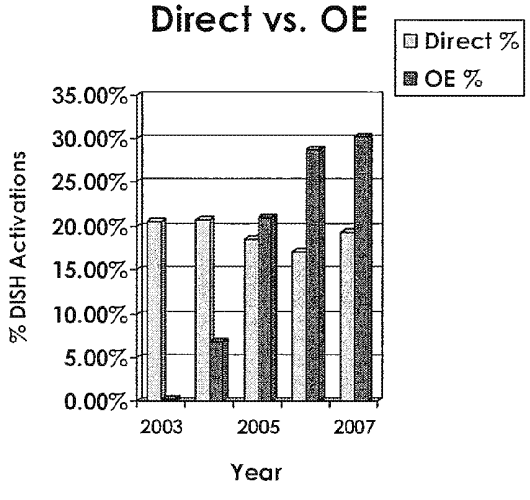
Print

- Direct Mail
- Shared Mail (Advo)
- Newspaper (Valassis)

Internet

- Websites
- Pay-Per-Click (Search Engines)
- Email Campaigns

Affiliate Programs



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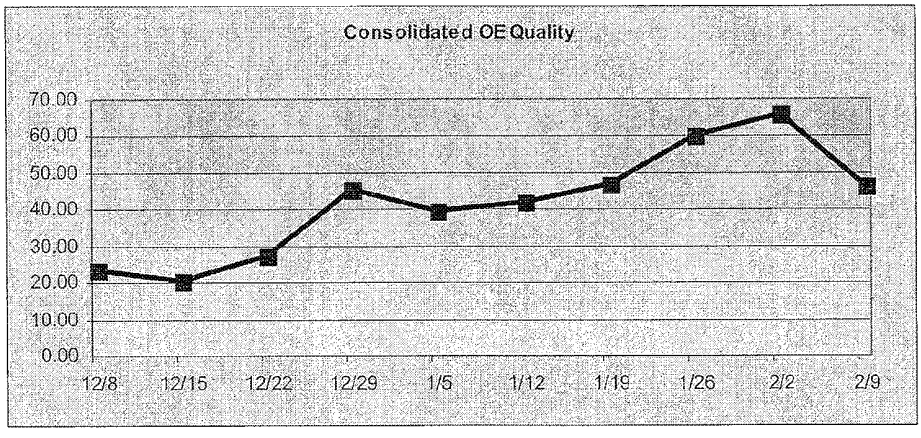
TODAY

- OE Retailers generate over one million gross subscribers per year.
- OE Retailers upload pre-recorded calls through our ftp site. Currently only 7 Retailers participate in this type of monitoring.
- CSC QA Team is evaluating 20-30 calls daily.

12/8-2/9 Average evaluation score out of 98 evaluations is 67.88%. This is derived from 7 Retailers' calls with a possible score of 100%.



Professional open	58.24
Former customer	58.00
Basic information	96.94
Asked current situations questions	65.57
Locals	93.96
Asked equipment need questions	43.51
Effective acknowledgement statements	100.00
Offered right package based on needs.	97.69
Offered appropriate equipment solution	98.83
Free premium was offered with features and benefits with every DHA pitch	51.64
Disclosed all components of offer	98.04
Followed qualification guidelines	29.96
Gave all applicable disclosures (auto fail)	64.11
Followed all non-legal disclosures	20.51
Completed transaction completely and accurately	68.08
Appropriate level of customer service and responsiveness	95.80
Professional close	87.51

Lowest Rankings

Quality Assurance | FSD

ESLLC – Confidential and Proprietary Information

TOMORROW

- FSDRs will monitor live calls on a bi-weekly basis.
- FSD Organization will partner with OE Retailers to maintain a minimum of 85% compliance to the E-Talk Advisor scoring system.
- Support retailer and company goals to ensure customers world class service and an exceptional buying experience.
- Decrease churn by continuing to provide the best customer service with the best value in the television industry.
- A letter to all OE Retailers was sent explaining our efforts and live call monitoring expectations as a supplemental Quality Assurance measure.

ECHOSTAR SATELLITE L.L.C.

Retail Services
9601 S. Meridian Boulevard
Englewood, CO 80112

February xx, 2007

Re: Call Monitoring

Dear_____:

Thank you to everyone who has participated in our call monitoring initiatives. In our joint effort to provide a world class customer experience, we are expanding this program to include all of our partners.

Our objective has been to utilize various methods for gathering quality assurance information relative to sales and customer service delivery.

- Live/On-Site – can be done with an Echostar representative in your location(s).
- Live/Remote – can be done if we have the ability to monitor your switch
- Recorded/Remote – you can provide us a predetermined # of calls that our QA resources can review
- Recorded/On-Site – in conjunction with our visit, we can assist your QA teams in reviewing previously recorded calls; these are also helpful as needed in customer service research.

It is our intention to use any or all of these methods to engage with you to provide feedback on opportunities for quality improvement to meet expectations for sharing accurate and complete information on disclosures and to ultimately reduce churn.

Beginning February 15, 2007 and through the month of March, you will be contacted by the local Field Sales Development Representative (FSDR) to arrange a time for the initial on-site monitoring visit. Subsequent visits will occur bi-weekly.

Echostar expects your support and cooperation with the implementation and facilitation of these new initiatives.

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EXPECTATIONS

The objective is to be a liaison with the partner and the Quality Assurance Team. It is important for us to act as a Quality Assurance resource and not as an advisor to their business. Do not engage in any legal advice, sales script feedback or any part of their business processes.

Partnership part · ner · ship

A relationship between individuals or groups that is characterized by mutual cooperation and responsibility, as for the achievement of a specified goal.

Privacy

All information gathered for the purposes of call monitoring should be held in strict confidentiality and shared with no one outside the respective partner.

FSD Mission

To be a catalyst for growth with our sales channel partners by delivering superior customer service, training, and sales support. Our success is based upon the success of our partners.

FSD Values

We will value *Excellence*, *Consistency*, *Versatility*, and *Dynamism* in all we do.

.

REPORTING

Janus

Query by Store ID: OE*

Category: Field Sales Development

Type: Secret Shop

Description: QA

Comments: QA Conducted: # of calls monitored

Advisor

- For each call monitored, a hard copy must be completed
- Each hard copy must be uploaded into Advisor
- The following section details how to utilize Advisor
- All uploading with take place in home office and <u>not onsite of the retailer's premises</u>

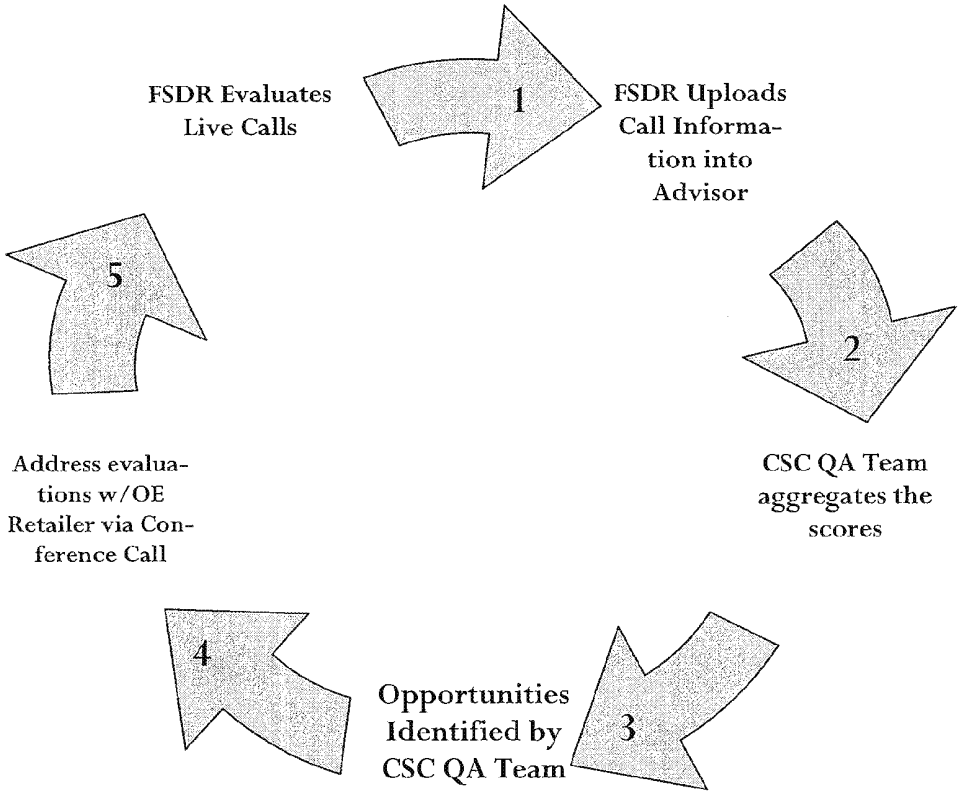
C – Confidential and Proprietary Information

NEXT STEP

The Quality Assurance team consists of over 100 employees. Of those, 5 agents will be evaluating calls from our OE Retailers. After the calls are evaluated, areas of opportunity are identified. Conference calls are then scheduled with the OE Retailer, members of the Quality Assurance team, Retail Services and the FSDR.

The team is based in the Riverfront call center in CO. This center's responsibilities include:

- Evaluation of all in-house calls
- Vendor sites
- Specialty call types (Executive office and Commercial)
- Customer service calls
- Partner calls
- All Spanish calls



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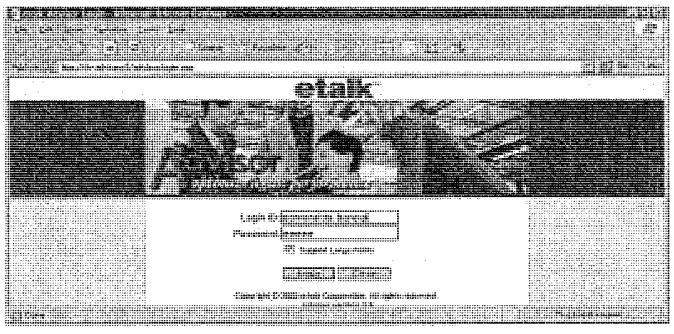
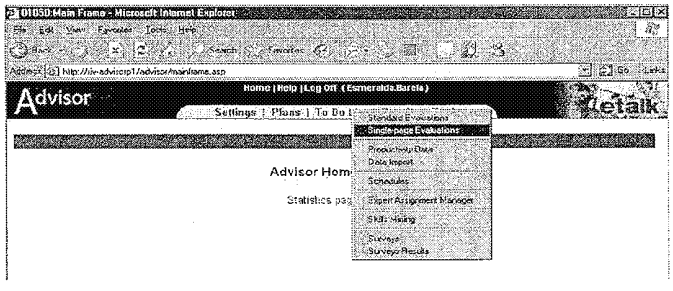
ADVISOR

LOGGING IN

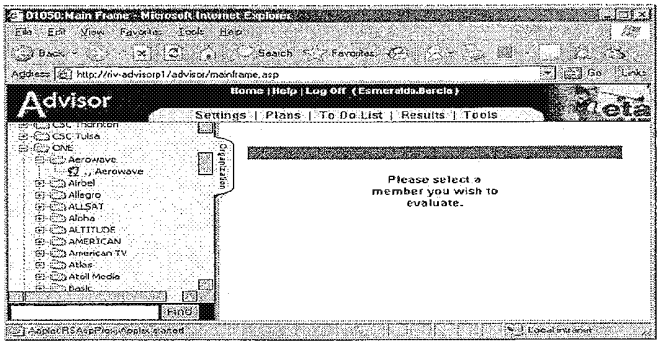
- Type in your Login ID (first.last name)
- Type in your designated password
- Select login



- This will bring you to the Home Page
- Go to To Do List and select Single Page Evaluations



- Locate and expand the folder that says ONE
- Locate the retailer that you will be evaluating
- Select the folder and click on the person



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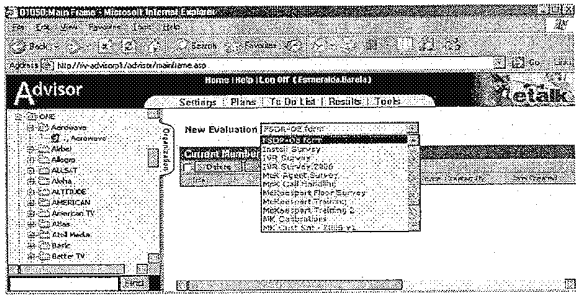
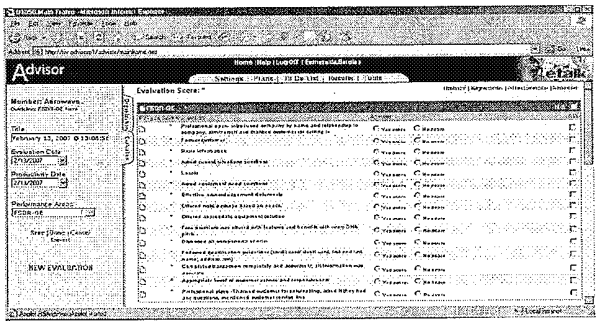
ADVISOR

EVALUATION

- Click on the drop down next to New Evaluation
- Select the evaluation labeled "FSDR-OE form"

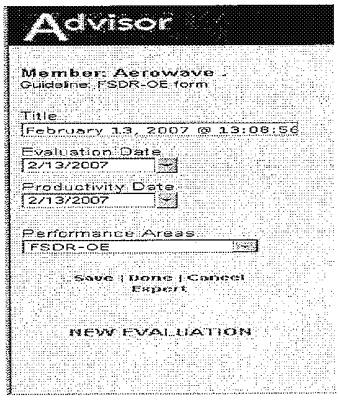


- To the right is the FSDR-OE form
- Below is each section in detail



Title and Date

- The form will automatically auto-populate the current date. All sections must match the date the call was evaluated. If you are not entering data the same day, back date to the correct date. Each section can be manually changed by clicking on that section.



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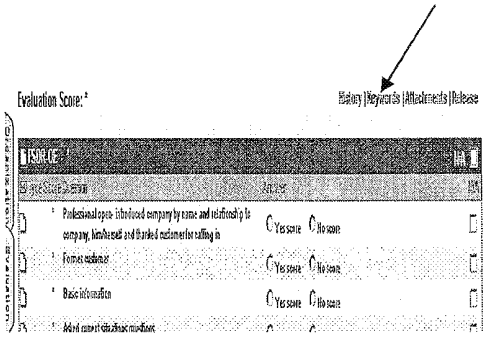
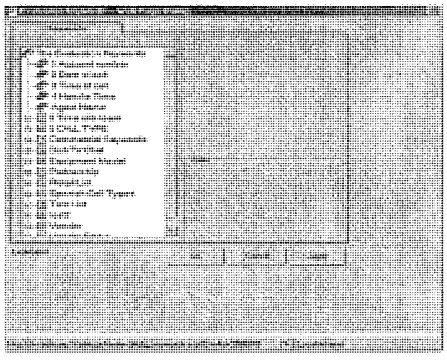
ADVISOR

KEYWORDS

- On the upper right hand side of the form you will see 4 small words: History, Keywords, Attachments, Release
- You will only utilize Keywords

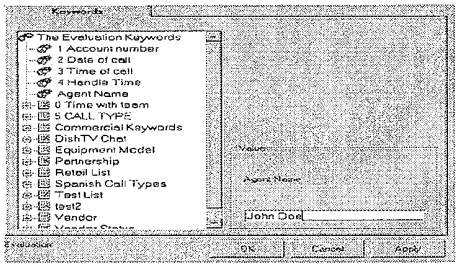


- When Keywords is selected a new box will appear
- There are only 5 sections that need to be completed: Account number, Date of call, Time of call, Handle time, and Agent name



Entering Keywords

- Right click on the desired item
- A green check will appear
- A space will appear to the right to enter the data
- Once complete with all areas, select OK



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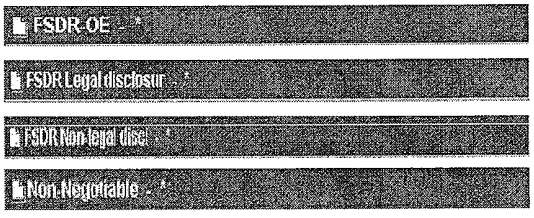
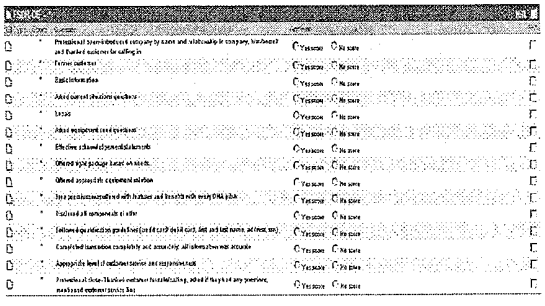
ADVISOR

- The form is broken out in 4 sections
- The first section will cover all questions from the hard copy form that do not have to do with disclosures



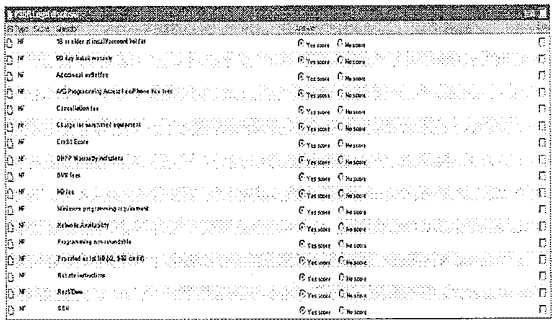
FSDR OE Section

- Select Yes, No or N/A for all questions listed
- If one or more questions are left blank the form will not show as complete
- Refer to scoring guidelines if necessary to make sure call is evaluated accurately



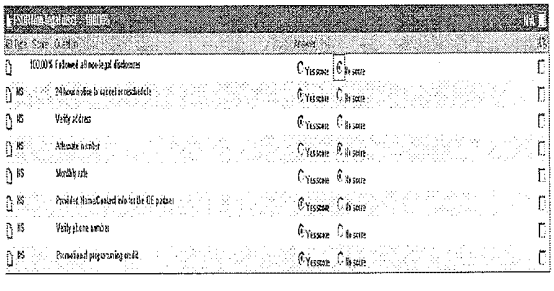
FSDR Legal Disclosures | Pass/Fail

- Select Yes, No or N/A for all questions listed
- Remember! In this section if any one question is answered No, it will result in an overall score of 0%.
- If a question is N/A it is important that you mark it as such and not as No
- N/A scores will populate points



FSDR Non-Legal Disclosures

- The first question listed pertains to all Non-legal disclosures
- If one question is missed, No should be selected
- All questions below the first will not affect the score but will effect the reporting process so all questions must be answered



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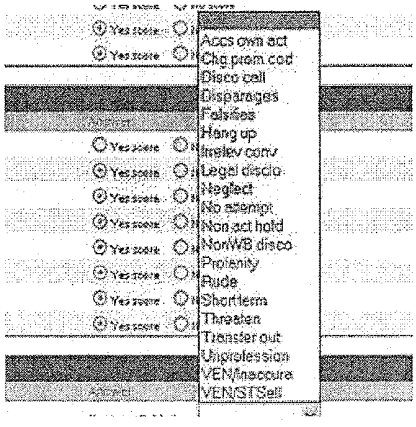
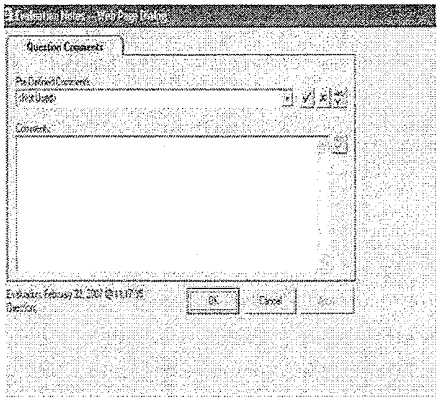
ADVISOR



Non Negotiable

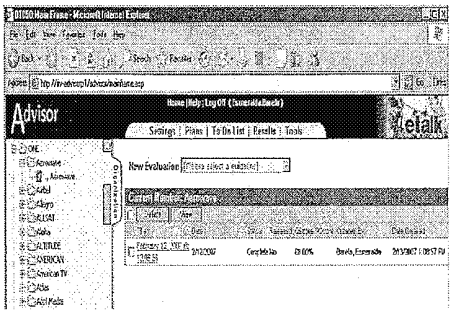
- Enter the Non Negotiable type from the drop down box
- Select only if applies (not each item will apply to OE)
- See Page 16 for guidelines

Non-negotiable behaviors are never acceptable or appropriate in a sales environment. If these behaviors are observed, the call will result in an overall score of zero.



Non Negotiable-NS

- Click on the paper icon
- Enter any promotional offer specific to the OE Retailer and additional to the DISH Network offer
- Enter any valuable comments specific to the OE Retailer



- Once completed, select Save and Done
- You have now successfully completed an evaluation
- Note: Status should always say 'Complete'
- If an evaluation is showing 'In Progress,' there is a question that has not been answered
- The Score should match that on your hard copy
- If you have entered in an evaluation for the wrong retailer or wrong form, you can delete by checking the blank box next to the title of the evaluation and selecting Delete.

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SCORING DEFINITIONS

Each section can earn a Yes, No or N/A. Sales and non-sales calls can be evaluated. If a sale is not made, much of the form may be N/A dependent as to how far the call goes.

1. Professional Open

Introduced by name and relationship to company, him/herself and thanks the customer for calling. There is not one scripted opening that retailers must use. As long as the representative on the phone identifies themselves as well as the company they are working for and not representing themselves as being DISH Network directly.

☞ **Examples**

"Thank you for calling "Company Name". My name is "Representative Name". Whom do I have the pleasure of speaking to today?"

"Thank you for calling "Company Name", my name is "Representative name". Are you calling to set up an order today?"

2. Former Customer

With these questions we are attempting to identify existing customers or customers that may qualify for the Former promotion as it is slightly different than our new customer promotions.

☞ **Examples:**

"Are you a current DISH Network customer?"

"Have you ever had DISH Network services in the past?"

3. Basic Information

Complete First and Last name, middle initial, Jr. /Sr. and any special characters. Telephone number starting with area code. Physical address where the system will be installed. **Note:** This is a 3 part question. In order to earn all points, all of the above information must be gathered. If one piece of information is missed it should result in a "NO" answer.

☞ **Example:**

"Who am I speaking with? May I please have the address where the system will be installed? Also your home phone number starting with area code please?"

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SCORING DEFINITIONS

4. Ask current situation question

In order to build value in DISH Network services as well as find the right package for the potential customer, we ask questions that gain insight in their current situation. **Note:** The below are just examples of what to look for. Any one question that produces information about the current situation will earn points. At times representatives will not have to ask the question; a potential customer may mention the information on their own by stating something like, "I'm paying way too much for cable and I'm shopping around now." At this point it is not necessary for the agent to ask additional questions and will earn credit on this question out of default.

☞ **Examples:**

"Who is your current provider?"

"What do you dislike about your provider/situation?"

"How much do you pay per month?"

5. Locals

If Locals are available: Would you like to have your Local channels? If Yes: Locals cost an additional $5 per month. If No: You can add Locals at anytime for an additional $5 per month. Note: Any customer that qualifies for Local channels must be offered those channels.

☞ **Example:**

"You qualify for your Local Network channels out of _____. Would you like to add these on for an additional $5.00 per month?"

"We offer Local networks for $5.00 per month out of _____. Would you be interested in receiving those channels?"

6. Equipment Needs Questions

The representative must find out how many TV's are being set up, if the potential customer wants an HD receiver, and if they want a DVR. **Note:** This is a three part question. If any one piece is left out it should result in a "NO" answer.

☞ **Examples:**

"How many TV's would you like to have set up today? Great, are any of those TV's High Definition? Do you want any of those receivers to be a DVR?"

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Confidential-US v. Dish

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DTX 676 Page 18 of 26

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TX 102-006224

SCORING DEFINITIONS

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7. Effective acknowledgement statements:

This section is evaluating the representative's responses to the customers needs.

☞ **Examples**:

Customer states they need a HD receiver. Agent needs to respond by making a statement letting the customer know that we offer HD.

Customer states they need 4 rooms hooked up. Agent advises that we do offer up to a four room installation.

8. Deliver the right package based on needs:

Based on the information gathered throughout the call up to this point did the representative offer the correct package?

☞ **Examples:**

"You stated that you enjoy watching Lifetime and the Animal Planet. We have a great package that fits your needs, Dish Family for $19.99 a month."

"Since the kids watch most of the TV in your home and they must have Disney and Nickelodeon, then the Top 100 would be a great choice for only $29.99 a month."

☞ **Examples of offering <u>incorrect packages:</u>**

Customer states I pay $50 for cable and its way too expensive. Agent offers Top 250 for $52.99 a month.

9. Offered appropriate equipment solution:

Based on the information gathered from asking equipment needs question, did the representative offer the appropriate equipment set up? **Note:** This would also be marked off if the customer states that they do have HD TV's and the representative never attempts to pitch HD equipment. Same applies for the DVR.

☞ **Examples:**

"You wanted Dish Family on 4 TV's; all standard your monthly rate will be $24.99." (The agent added in the additional outlet fee.)

Examples of offering <u>incorrect equipment solutions</u>:

"Ok so you wanted to go with our DVR and a 2 TV set up with the Dish Family that will be $19.99 a month." (DVR fee not included in that price.)

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SCORING DEFINITIONS

10. Free Premium was offered with features and benefits with every DHA Pitch

3 months free of a premium promotion must be offered with every DHA that is sold. **Note:** Representatives are not restricted to offering all four movie premiums they can offer one or multiple. They need to at least offer one benefit or feature to one of the packages.

☞ **Example:**

"Currently we are offering 3 months free of any one of our Movie premium packages; HBO, Cinemax, Starz, or Showtime. Since you mentioned you were in to Action movies, Cinemax might be your best bet as they have Action Max."

11. Disclosed all components of offer

This includes information like; Free installation, free equipment upgrades, $10 off for 10 months.

12. Followed qualification guidelines

Credit card/debit card, first and last name, address, SSN. **Note:** From this question we are looking to confirm that the person on the phone is the same person who owns the social security number and credit card number. For example, we cannot use their spouses' information or sign up in their spouses' name.

☞ **Example**

"We will be running a credit check with your social security number. Can I please have your credit card number and will you please read me the name as it appears on the card."

13. Gave all Applicable disclosures

If one is missed, it will result in an over all 0% score auto-fail. On the following page are the disclosures necessary. **Note:** All applicable disclosures must be given to the customer whose SS# and CC# is given. At times some questions will be N/A – such as HD/DVR fees when they are not sold on the call. Additionally, this exact scripting does not need to be used as long as the points are covered thoroughly. Terms and conditions need not be given in any particular order or at any certain point of the call. They can be given throughout the call or all at once.

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SCORING DEFINITIONS

Applicable disclosures

1) **DVR Fees** - There is a $5.98 fee per month for each DVR receiver.
2) **A/O Programming Access Fee/Phone line fees** - A $5.00 per month charge to your account for each dual-tuner receiver, but this fee will be waived on a monthly basis for each receiver that is continuously connected to your same land-based phone line.
3) **Programming Non-Refundable** - All payments for programming are non-refundable.
4) **Charge for unreturned equipment** - If your service is cancelled or terminated, the equipment provided to you must be returned within 30 days of such cancellation or termination or an equipment charge will be assessed, which at a minimum is $100 per receiver. If we do not receive the equipment within the 30-day period, your credit card used to credit qualify the account will be charged the full price for the equipment.
5) **Rebate Instructions** - All you need to do to receive your $100/$200 back is: go to www.dishnetwork.com/100back to get a rebate form. Send the form with a copy of your first bill within 60 days of activating to the address on the form. Allow 8-10 weeks after rebate form is received for your first credit to appear on your account.
6) **Credit Score** - Your Social Security Number will be used to obtain a credit check, which is necessary to qualify for this promotion.
7) **Minimum Programming requirement** - You must maintain minimum programming of Dish FAMILY to continue with this promotion.
8) **HD Fee** - $6.00 per month will be charged if you have a high definition receiver and do not subscribe our DishHD programming package.
9) **Additional Outlet fee** - The 1st receiver's rental fee is included in your basic programming package. There is an additional $5 per month for SD per receiver beyond the 1st.
10) **Pro-rated or 1st bill (x2, $49 credit)** - Your first bill will be for two months of services totaling $_____. You will see a $_____ (activation fee) promotional charge, IF DHA 18 customer and a $49.99 credit on your first bill.
11) **18 or older at install/account holder** – DHA; the account holder will need to be present for the entire installation. FFA; Someone 18yrs or older will need to be present for the entire installation.

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SCORING DEFINITIONS

Applicable Disclosures (cont.)

12) **DHPP Warranty inclusions** - With this promotion you will be given the DHPP warranty for free (regularly $5.99 a month) which includes a free movers program, 24 hour tech support and replacement of remotes and receivers should they become needed, as well as a 90 day installation warranty should anything go wrong with the equipment, after the 90 days you could be subject to a $29.99 trip charge fee.

13) **Networks Availability** - Where available, your local channels can be included in your programming package as part of your Digital Home Advantage programming package at an additional $5.00 per month.

14) **SSN** - Social Security Numbers are used to obtain credit scores and will not be released to third parties except for verification and collection purposes or if required by governmental authorities.

15) **90 day Install** - 90 day installation warranty

16) **Rent/Own** - Do you Rent or own your home? IF RENT: Written permission required from landlord to install the system.

14. Followed all Non-Legal Disclosures

Representatives must cover all seven points to earn the full 12 points. If one or more of the seven points are missed then it will earn 0 pts for this question/section.

1) **Monthly Rate** - Your monthly rate will be $_____.

2) **24 hours notice to cancel or reschedule** - If you need to cancel or reschedule your installation please provide DISH Network with 24 hours notice.

3) **Verify address** - Physical Address. To confirm your address is _____.

4) **Verify phone number** - Home Phone Number; I have your phone number down as, _____.

5) **Alternate Phone number** (Different than the Primary) Do you have an alternate number where the installer may reach you?

6) **Promotional programming credits** - If you have signed up for HBO, Showtime, Cinemax or Starz, you will receive an adjustment for the value of one movie service for three months (3 months free). After the 3-month promotional period, the then-current programming price will apply.

7) **Provided name/contact info for OE Partner** – Partners name and phone number

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SCORING DEFINITIONS

15. Completed transaction completely and accurately

All information was accurate. **Note:** Any misinformation about pricing, programming, equipment or any other inaccuracies about DISH Network services/products will result in the full 15pt deduction.

16. Appropriate level of customer service and responsiveness

In this section we score the customer service of the representative. Looking at things such as tone of voice, appropriate and timely responses, allowing for the potential customer to complete sentences, and extended hold times.

17. Professional Close

Thanked customer for sale/calling, asked if they had any questions, mentioned customer service line. **Note:** Representatives need only give 1-800-333-3474 if a DISH Network sale is completed. Representatives are required to give a polite professional closing on all calls, regardless of if the sale is made.

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Name: Date:

Type Score Question	ANSWER		Not Applicable
sional open- introduced company by name and relationship to company, him/herself and d customer for calling in	☐ YES	☐ NO	☐ N/A
r customer	☐ YES	☐ NO	☐ N/A
nformation(complete name, telephone # and address)	☐ YES	☐ NO	☐ N/A
current situations questions	☐ YES	☐ NO	☐ N/A
	☐ YES	☐ NO	☐ N/A
equipment need questions(# of receivers, HD and DVR)	☐ YES	☐ NO	☐ N/A
ve acknowledgement statements	☐ YES	☐ NO	☐ N/A
d right package based on needs.	☐ YES	☐ NO	☐ N/A
d appropriate equipment solution	☐ YES	☐ NO	☐ N/A
remium was offered with features and benefits with every DHA pitch	☐ YES	☐ NO	☐ N/A
sed all components of offer	☐ YES	☐ NO	☐ N/A
ed qualification guidelines (credit card/ debit card, first and last name, address, ssn)	☐ YES	☐ NO	☐ N/A
leted transaction completely and accurately; all information was accurate	☐ YES	☐ NO	☐ N/A
priate level of customer service and responsiveness	☐ YES	☐ NO	☐ N/A
sional close -Thanked customer for sale/calling, asked if they had any questions, ned customer service line	☐ YES	☐ NO	☐ N/A
- Legal Disclosure			
older at install/account holder	☐ YES	☐ NO	☐ N/A
install warranty	☐ YES	☐ NO	☐ N/A
onal outlet fee	☐ YES	☐ NO	☐ N/A
rogramming Access Fee/Phone line fees	☐ YES	☐ NO	☐ N/A
llation fee	☐ YES	☐ NO	☐ N/A
e for unreturned equipment	☐ YES	☐ NO	☐ N/A
Score	☐ YES	☐ NO	☐ N/A
Warranty Inclusions	☐ YES	☐ NO	☐ N/A
ees	☐ YES	☐ NO	☐ N/A
e	☐ YES	☐ NO	☐ N/A
um programming requirement	☐ YES	☐ NO	☐ N/A
orks Availability	☐ YES	☐ NO	☐ N/A
amming non-refundable	☐ YES	☐ NO	☐ N/A
ted or 1st bill (x2, $49 credit)	☐ YES	☐ NO	☐ N/A
e instructions	☐ YES	☐ NO	☐ N/A
Own	☐ YES	☐ NO	☐ N/A
	☐ YES	☐ NO	☐ N/A
- Non-Legal Disclosures	☐ YES	☐ NO	☐ N/A
ved all non-legal disclosures	☐ YES	☐ NO	☐ N/A
ur notice to cancel or reschedule	☐ YES	☐ NO	☐ N/A
address	☐ YES	☐ NO	☐ N/A
ate number	☐ YES	☐ NO	☐ N/A
ly rate	☐ YES	☐ NO	☐ N/A
ded Name/Contact info for the OE partner	☐ YES	☐ NO	☐ N/A
phone number	☐ YES	☐ NO	☐ N/A
otional programming credit	☐ YES	☐ NO	☐ N/A
- Non-Negotiable	THREATEN	HANG UP	NEGLECT PROFANITY RUDE UNPROFESSIONAL

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FAQ'S

What if the retailer does not have the phone capability to listen to both the customer and agent?

It is important to be able to hear both the customer and the agent. If the phone system will not allow you to listen to both, speak with the retailer to determine a solution. Evaluating prerecorded calls while on site is an option.

What if the OE Retailer resists your live call monitoring efforts?

Notify your Local Manager and he/she will escalate through the appropriate channels. Also the OE Retailer can be referred to Mike Mills (303.723.2865) or Reji Musso (303.723.3262).

What if the OE Retailer would like to see evaluations of all calls monitored?

It is important to create trust between the FSD Organization and the retailer. Therefore, the retailer should have hard copies of the evaluations if requested.

Why can't we upload calls into Advisor on site to save time?

Privacy is the biggest concern our retailers have with live call monitoring. It is absolutely not acceptable to share any information regarding the retailers business outside of their establishment. Some FSDRs will have multiple retailers to evaluate and Advisor will illustrate each of the retailer's data. This is the reason uploading needs to be done off site.

If the retailer has more than one call center should I conduct call monitoring at all call centers?

We would like to evaluate calls from all centers if possible. Please direct this concern to your local manager to determine if workload is feasible.

All OE Retailers are not listed in ETalk Advisor?

You will only have visibility to retailers you are directly monitoring. This practice is due to privacy concerns by the retailers.

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FAQ'S

If the call does not result in a sale, should it be evaluated?

Yes. All calls should be uploaded into Advisor. Note: Do not answer No to the unanswered questions. Select N/A so the proper point allocation will populate.

What if I forget my Advisor login/password?
Contact Operations Support 303-723-2222

What if we launch a new OE Retailer in my market?

Request the OE Retailer to be added to ETalk Advisor through Esmeralda.Barela@echostar.com or Andrea.Javersack@echostar.com.

Why would I have Quality Assurance Training if I do not have any OE Retailers in my market?

It is important for the FSD Organization to be uniformed and armed with the same tools. The Quality Assurance Methodology and skill set will help you evaluate any call monitoring experience. During Alliance Partner roamer visits we will be able to quickly identify areas of opportunity and have a keen ear for all disclosures. A solid understanding of Quality Assurance also prepares the organization for any future applications.

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EXHIBIT 184

EXHIBIT 184

Musso, Reji

From: Musso, Reji
Sent: Sunday, February 04, 2007 10:12 AM
To: 'Tim Pyle'
Cc: Todd Diroberto; james maguire
Subject: RE: Tina Corbin (Shirley Country)

Gentlemen,

While the previous partners may have set up these relationships, American will still reap the benefits from sales that are completed. So, I am sure you understand that we have no choice but to hold you accountable for any allegations regardless of who set up the vendors.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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From: Tim Pyle [mailto:Tim@teletrng.com]
Sent: Tuesday, January 30, 2007 3:01 PM
To: Musso, Reji
Cc: Todd Diroberto; james maguire
Subject: RE: Tina Corbin (Shirley Country)

Reji:
This marketing situation along with others that we have answered or in the process their of, **involves our former business associates**, ***Shaun MacCracken, William Martin and Jamie Williams now doing business as an OE Partner under I believe the name of Atoll in Orange County Calif....***

We are in the process of investigating the facts behind these marketing relationships that were set-up by them for American Satellite, while they were associated with our business...***We should have some further information and details shortly on these marketing relationships***..

Thanks for the patience with this outstanding issue..

Tim J. Pyle
American Satellite Inc.

"Musso, Reji" <Reji.Musso@echostar.com> wrote:
| Did you ever hear from Thor?

U.S., et al. v. Dish Network L.L.C.
Plaintiff's Exhibit
PX0123

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com
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From: Tim Pyle [mailto:Tim@teletrng.com]
Sent: Sunday, January 21, 2007 6:36 PM
To: Musso, Reji
Subject: Re: Tina Corbin (Shirley Country)

Reji:
I have placed numerous calls last week to Mr. Ian Lockhon, the principal at ***Thor Media in Las Vegas that had supplied this marketing lead and others for American Satellite Inc.*** **I should be obtaining some kind of faxed or e-mailed response this week, which I will forward in kind.**

Mr. Gregory Fisher, as mentioned in my letter to you of January 6, 2007 **was contacted twice by the Trifecta Group Inc. that supplied us with the forwarded call, 1/25/06 and 9/21/06.** ***The third contact to Mr. Fisher was made on 12/1/2006 by Thor Media Inc.*** This contact as well **I have requested lead information from Mr. Lockhon last week and should be getting some kind of proof or response this week.**

Thanks

Tim J. Pyle
American Satellite Inc.
Cell# 619-990-5075

"Musso, Reji" <Reji.Musso@echostar.com> wrote:

> Have you received any additional info from Thor on this call? Can they produce the leads in this case AND Gregory Fisher?
>
> Reji J. Musso
> Manager - Compliance
> Retail Services
> 303.723.3262 (tel)
> 720.514.8288 (fax)
> reji.musso@echostar.com
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