



2010 Operational Audit Plan

Operational Audit	Status/Schedule	Audit Objectives
Third-Party Payments Process (Incentives & Reimbursements)	Fieldwork Ongoing	Determine effectiveness of processes in place for accurately calculating and processing payments, equipment reimbursements, residuals, and chargebacks. Also includes a review of payment dispute resolution processes.
IT System Security	Fieldwork Ongoing	Review of processes for granting, restricting, and removing access to critical company networks, systems, applications, and databases.
Commercial Sales Operations	Fieldwork Ongoing	Focus on sales support procedures relating to contract management, billing, collections, commission calculations and QA.
Vendor Selection & Management	Fieldwork Ongoing	Examine purchasing processes in place to ensure the company is getting the best deal possible. Opportunities for consolidating purchasing and understanding long-standing sole supplier relationships.
Quality Assurance Review - DNS	Q2	Review to ensure DNS QA programs are designed to ensure we are achieving appropriate coverage, QA'ing the right things, results are captured accurately/unbiased fashion, and management responds appropriately to poor results.
Quality Assurance Review - CSC	Q2	Same as above for CSC.
CSC Outsourced Operations	Q2	Focus on Philippines and outsourced near-shore call center operations - quality, contract compliance, billings, etc.
IT System Development	Q2	Analysis of standard planning, development, project management, and testing procedures involved with critical IT initiatives.

- 8 -

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Elizabeth A. Brown
Clerk of Supreme Court



2010 Operational Audit Plan

Operational Audit	Status/Schedule	Audit Objectives
Pay for Performance - CSC	Q3	Review to determine whether the CSC programs are effective and administered properly - results tabulated correctly, incenting the right behaviors, fraud concerns, etc.
Waivers & Adjustments	Q3	Analysis of reasons granted, monitoring at agent-level, authorization procedures and team tracking.
Pay for Performance - DNS	Q4	Review to determine whether the DNS programs are effective and administered properly - results tabulated correctly, incenting the right behaviors, fraud concerns, etc.
DNS Site Reviews	Q4	Onsite audits of (6) different DNS LSCs - 1 in each region (MW, NE, SE, MTN, SC, SW)
Billing Conversion Pre-Implementation	Q4	Participate on core billing conversion team to assess project plan, track progress, and assist w/controls design during pre-implementation phase.
CSC AHT Analysis	TBD	Breakdown different call types to determine whether there are opportunities to reduce average handle time.
DNS Tech Analysis	TBD	Breakdown different DNS events to determine if minutes can be shaved off a tech's time spent at a customer's home during new connects, trouble calls and service calls.

- 9 -



Other Activities

In addition to the operational audit plan, departmental resources have been allocated to address the following areas in 2010:

- **Investigations** – Written reports will continue to be issued to senior management that propose recommendations and create action plans to address control gaps identified during routine investigations.
- **Third-Party Fraud Monitoring** – Continuous monitoring efforts that utilize trend and exception reporting and involve various departments in investigating and preventing fraudulent behavior.
- **SOX 404 Compliance** – Risk assessment to be conducted in April and interim testing planned for Q3, consistent with last year.
- **Recruiting** – As we move further towards a rotational staffing model (2-3 years in audit then transfer out to operations), MBA recruiting efforts will continue to increase.

- 10 -

EXHIBIT 402

EXHIBIT 402

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DISH NETWORK CORPORATION

Regular Meeting of the Board of Directors

February 23, 2010

A regular meeting of the board of directors (the "Board of Directors") of DISH Network Corporation (the "Corporation"), was held on February 23, 2010 at 2:30 p.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The following members of the Board of Directors participated:

Charles W. Ergen
Cantey M. Ergen
James DeFranco
David K. Moskowitz
Carl E. Vogel (*via teleconference*)
Steven R. Goodbarn
Tom A. Ortolf
Gary S. Howard

Also participating at various times during the meeting at the invitation of the Chairman of the Board of Directors were R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation; Roger Lynch, Executive Vice President – Advanced Technologies (*present for item 4 only*); Mike McClaskey, Senior Vice President and Chief Information Officer (*present for items 1 through 3 only*); Rex Povenmire, Vice President – Corporate Initiatives (*present for items 1 and 2 only*); and Brandon Ehrhart, Vice President, Associate General Counsel and Assistant Secretary of the Corporation.

Call to Order

Mr. Charles W. Ergen, President and Chief Executive Officer of the Corporation and Chairman of the Board of Directors, called the meeting to order and presided. Mr. Dodge acted as Secretary of the meeting.

Notice and Quorum

The Chairman advised that, as each member of the Board of Directors had waived any and all notices that may have been required to be given with respect to a regular meeting of the Board of Directors and a quorum was present, the meeting was properly convened.

Discussion Matters

ITEM 1. LITIGATION UPDATE

Mr. Dodge, in his capacity as General Counsel of the Corporation, presented a report on the status of the significant litigation in which the Corporation and/or its affiliates are presently involved. Mr. Dodge explained that his report and any ensuing discussions were subject to the attorney/client and work product privileges.

ITEM 2. REG. S-K ITEM 404 "RELATED PERSON" TRANSACTIONS

Mr. Dodge reviewed all recurring and certain new potential SEC Reg. S-K, Item 404 "Related Person" transactions, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions, as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction in which the amount involved exceeded \$5,000,000; (ii) related party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which in the judgment of the board should reasonably be considered sensitive.

Mr. Dodge explained that, during 2009, the Corporation (or one of its subsidiaries) employed Mrs. Cantey Ergen. The Corporation (or one of its subsidiaries) paid Mrs. Cantey Ergen approximately \$104,000 during 2009, and expects to pay her approximately \$110,000 during 2010, although depending on the time and services that will be provided, she may earn more than that amount during 2010. During 2010, the Corporation also expects to employ certain of the Ergen children and expects to pay them approximately \$50,000, although depending on the time and services that will be provided, they may earn more than that amount during 2010 (collectively, the "Ergen Transaction I").

Mr. Dodge further explained that Mrs. Ergen is a member of the Board of Directors of The Children's Hospital of Denver to which the Corporation provides pay-TV services (the "Ergen Transaction II").

Mr. Dodge further explained that, during 2006, Mr. Carl Vogel, Senior Advisor and a member of the Board of Directors, agreed to serve as a director of Shaw Communications Inc. ("Shaw"), a diversified Canadian communications company whose core business is providing broadband cable television, high-speed Internet, digital phone, telecommunications services and satellite direct-to-home services to over three million customers, and Mr. Vogel has beneficial ownership of approximately 70,000 shares of Shaw common stock (the "Vogel Transaction I").

Mr. Dodge further explained that, during 2008, Mr. Vogel agreed to serve as a director of iBAHN Corporation ("iBAHN") a provider of wired and wireless broadband services that, among other things, acts as a sales and third party billing agent for Free-to-Guest ("FTG") programming on behalf of the Corporation (the "Vogel Transaction II"). The Corporation has paid iBAHN approximately \$6,500 during the year ended December 31, 2009, respectively.

Mr. Dodge further explained that, during 2009, Mr. Vogel, agreed to serve as a director of Universal Electronics Inc. ("UEI"), a provider of pre-programmed universal wireless control products and audio-video accessories that are marketed to enhance home entertainment systems, and Mr. Vogel has an option to purchase approximately 20,000 shares of UEI common stock and beneficial ownership of approximately 833 shares of UEI common stock (the "Vogel Transaction III"). The Corporation has paid UEI approximately \$59,000, \$14,000, \$11,000 and \$6,500 during the years ended December 31, 2006, 2007, 2008 and 2009, respectively, for purchases of certain equipment by the Corporation, such as remote controls.

Mr. Dodge further explained that, during 2009, Mr. Vogel, agreed to serve as a director of Ascent Media Corporation ("Ascent Media"), which provides creative services and content management and delivery services to the media and entertainment industries in the United States, the United Kingdom and Singapore, and Mr. Vogel has beneficial ownership of approximately 3,830 restricted stock units of Ascent Media (the "Vogel Transaction IV"). The Corporation has paid Ascent Media approximately \$45,000, \$405,000 and \$1,000 during the years ended December 31, 2007, 2008 and 2009, respectively, for certain video duplication services.

Mr. Dodge further explained that, during 2009 the Corporation (or one of its subsidiaries) employed Mr. Connor Vogel, the son of Mr. Vogel (the "Vogel Transaction V"). The Corporation (or one of its subsidiaries) paid Mr. Connor Vogel approximately \$5,700 during 2009, and expects to pay him approximately \$7,500 during 2010, although depending on the time and services that will be provided, he may earn more than that amount during 2010.

Mr. Dodge further explained that, during 2009 the Corporation (or one of its subsidiaries) employed Ms. Courtland Wood Colantonio, the daughter of Mr. Stephen Wood, Executive Vice President of Human Resources for the Corporation (the "Wood Transaction"). The Corporation (or one of its subsidiaries) paid Ms. Courtland Wood Colantonio approximately \$23,000 during 2009, and expects to pay her approximately \$35,000 during 2010, although depending on the time and services that will be provided, she may earn more than that amount during 2010.

Mr. Dodge further explained that, during 2009 the Corporation (or one of its subsidiaries) employed Mr. Paul Ortolf (who serves the Corporation as an International Marketing Coordinator, which is not a financial reporting role), the son of Mr. Tom A. Ortolf, a member of the Board of Directors (the "Ortolf Transaction"). The Corporation (or one of its subsidiaries) paid Mr. Paul Ortolf, the son of Mr. Ortolf, approximately \$44,000 during 2009, and expects to pay him approximately \$50,000 during 2010, although depending on the time and services that will be provided, he may earn more than that amount during 2010.

Mr. Dodge further explained that the Corporation and/or its subsidiaries are considering amending or entering into the following agreements with EchoStar Corporation ("SATS") and/or its subsidiaries: (i) an agreement pursuant to which SATS will provide DISH Remote Access services to the Corporation; (ii) an agreement pursuant to which SATS will provide SlingService to the Corporation; (iii) an agreement pursuant to which SATS will provide DISHOnline services to the Corporation; and (iv) an agreement pursuant to which the Corporation will sell to SATS a certain generator; the terms and conditions of which are more fully described in the spreadsheet

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attached as Exhibit 3A to the board book for the meeting (items (i) through (iii) are collectively referred to hereinafter as the "Sling Transactions" and item (iv) as the "Generator Transaction").

Mr. Povenmire led a discussion regarding certain proposed modifications of the terms and conditions of the Sling Transactions. Mr. Povenmire explained that the terms and conditions of each of the Sling Transactions contain a Most Favored Nations ("MFN") clause that provides the Corporation with the most favorable pricing offered by SATS to third parties taking into account the total economics of SATS' relationships with such third parties (such as the price for set-top boxes or other services) (the "Original MFN"). Mr. Povenmire noted that it is proposed that the Original MFN be modified for each of the Sling Transactions to provide DISH with the most favorable pricing offered by SATS to third parties solely taking into account the pricing for the same service (without taking into account the total economics of SATS' relationships with such third parties, such as the price for set-top boxes or other services) (the "Modified MFN"). Mr. Povenmire then noted that it is also proposed that all other terms and conditions of the Sling Transactions, including without limitation, the intellectual property ownership clauses should not be modified.

ADJOURNMENT

Upon motion duly made and seconded, the meeting was adjourned at 2:45 p.m. in order for certain members of the Board of Directors to attend a meeting of those members of the Board of Directors who are not also members of the Board of Directors of SATS, and a meeting of the Audit Committee.

CONTINUATION

Following completion of those meetings upon motion duly made and seconded the meeting was reconvened at 3:00 p.m.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted (with Mr. Ergen and Mrs. Ergen abstaining with respect to the Ergen Transaction I and the Ergen Transaction II, Mr. Vogel abstaining with respect to the Vogel Transaction I, the Vogel Transaction II, the Vogel Transaction III, the Vogel Transaction IV and the Vogel Transaction V and Mr. Ortolf abstaining with respect to the Ortolf Transaction):

WHEREAS, the Ergen Transaction I, Ergen Transaction II, Vogel Transaction I, Vogel Transaction II, Vogel Transaction III, Vogel Transaction IV, Vogel Transaction V, Wood Transaction, Ortolf Transaction, Sling Transactions and Generator Transaction may potentially be considered related party transactions under SEC Regulation S-K, Item 404, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions and therefore, out of an abundance of caution, the Board of Directors has been asked to review such transactions;

Ergen Transaction I

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2010, provided Mrs. Ergen's employment compensation does not exceed \$110,000 in 2010 and the aggregate employment compensation of the Ergen children, does not exceed \$50,000 in 2010, are fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2010; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Ergen Transaction I; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Ergen Transaction I in 2010; provided Mrs. Ergen's employment compensation does not exceed \$110,000 in 2010 and the aggregate employment compensation of the Ergen children does not exceed \$50,000 in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction I; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2010, provided Mrs. Ergen's employment compensation does not exceed \$110,000 in 2010 and the aggregate employment compensation of the Ergen children, does not exceed \$50,000 in 2010, are fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2010; and further

RESOLVED, that the Board of Directors hereby: (a) ratifies and confirms in all respects the prior Ergen Transaction I; and (b) authorizes, ratifies and adopts in all respects the continuation of the Ergen Transaction I in 2010, provided Mrs. Ergen's employment compensation does not exceed \$110,000 in 2010 and the aggregate employment compensation of the Ergen children, does not exceed \$50,000 in 2010; and

Ergen Transaction II

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction II and the continuation of the Ergen Transaction II in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction II; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction II and the continuation of the Ergen Transaction II in 2010; and further

RESOLVED, that, for so long as Mrs. Ergen is a member of the Board of Directors of The Children's Hospital of Denver, Mrs. Ergen shall recuse herself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve The Children's Hospital of Denver or any of its affiliates; and

Vogel Transaction I

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction I in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction I; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction I in 2010; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of Shaw or retains a significant financial stake in Shaw, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Shaw or ExpressVu or any of their affiliates; and

Vogel Transaction II

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction II in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction II; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction II in 2010; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of iBAHN or retains a significant financial stake in iBAHN, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve iBAHN or any of its affiliates; and

Vogel Transaction III

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction III in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction III; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction III in 2010; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of UEI or retains a significant financial stake in UEI, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve UEI or any of its affiliates; and

Vogel Transaction IV

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction IV in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction IV; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction IV in 2010; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of Ascent Media or retains a significant financial stake in Ascent Media, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Ascent Media or any of its affiliates; and

Vogel Transaction V

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Vogel Transaction V and the continuation of the Vogel Transaction V in 2010, provided Mr. Connor Vogel's employment compensation does not exceed \$7,500 in 2010, is fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Vogel Transaction V and the continuation of the Vogel Transaction V in 2010; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Vogel Transaction V; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Vogel Transaction V in 2010; provided Mr. Connor Vogel's employment compensation does not exceed \$7,500 in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction V; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the Prior Vogel Transaction V and the continuation of the Vogel Transaction V in 2010, provided Mr. Connor Vogel's employment compensation does not exceed \$7,500 in 2010, is fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Vogel Transaction V and the continuation of the Vogel Transaction V in 2010; and further

RESOLVED, that the Board of Directors hereby: (a) ratifies and confirms in all respects the prior Vogel Transaction V; and (b) authorizes, ratifies and adopts in all respects the continuation of the Vogel Transaction V in 2010; provided Mr. Connor Vogel's employment compensation does not exceed \$7,500 in 2010; and

Wood Transaction

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Wood Transaction and the continuation of the Wood Transaction in 2010, provided Mrs. Courtland Wood Colantonio's employment compensation does not exceed \$35,000 in 2010, is fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Wood Transaction and the continuation of the Wood Transaction in 2010; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Wood Transaction; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Wood Transaction in 2010; provided Mrs. Courtland Wood Colantonio's employment compensation does not exceed \$35,000 in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Wood Transaction; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the prior Wood Transaction and the continuation of the Wood Transaction in 2010, provided Mrs. Courtland Wood Colantonio's employment compensation does not exceed \$35,000 in 2010, is fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Wood Transaction and the continuation of the Wood Transaction in 2010; and further

RESOLVED, that the Board of Directors hereby: (a) ratifies and confirms in all respects, the prior Wood Transaction; and (b) authorizes, ratifies and adopts in all respects the continuation of the Wood Transaction in 2010; provided Mrs. Colantonio's employment compensation does not exceed \$35,000 in 2010; and

Ortolf Transaction

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2010 is fair to the Corporation and its subsidiaries, provided Mr. Paul Ortolf's employment compensation does not exceed \$45,000 in 2010, is fair to the Corporation and its subsidiaries; and further (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any

conflict of interest (whether actual or potential) in connection with the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2010; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Ortolf Transaction; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Ortolf Transaction in 2010; provided Mr. Ortolf's employment compensation does not exceed \$45,000 in 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ortolf Transaction; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2010, provided Mr. Paul Ortolf's employment compensation does not exceed \$45,000 in 2010, is fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2010; and further

RESOLVED, that the Board of Directors hereby: (a) ratifies and confirms in all respects the prior Ortolf Transaction; and (b) authorizes, ratifies and adopts in all respects the continuation of the Ortolf Transaction in 2010; provided Mr. Ortolf's employment compensation does not exceed \$45,000 in 2010; and

Sling Transactions and Generator Transaction

WHEREAS, (a) management, those members of the Board of Directors who are not also members of the Board of Directors of SATS, Mr. James DeFranco, Mr. Carl E. Vogel, Mr. Steven R. Goodbarn and Mr. Gary S. Howard, and the Audit Committee have found, and recommended that the Board of Directors find, that the Sling Transactions, subject to incorporation of the Modified MFN, and the Generator Transaction are fair to the Corporation and its subsidiaries; and (b) Messrs. DeFranco, Vogel, Goodbarn and Howard, and the Audit Committee have approved, and recommended that the Board of Directors approve, the Sling Transactions, subject to incorporation of the Modified MFN, and the Generator Transaction on substantially the same terms and conditions described in the spreadsheet attached as Exhibit 3A to the board book for the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the Chief Executive Officer or Executive Vice President, General Counsel, and

Secretary of the Corporation (each, a “proper officer” and collectively, the “proper officers”), or any one of them, shall in their discretion approve;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of management, Messrs. DeFranco, Vogel, Goodbarn and Howard and the Audit Committee regarding the Sling Transactions and the Generator Transaction; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation and other members of management, and upon such other inquiries and other matters as are deemed appropriate or relevant by the Board of Directors, the Board of Directors hereby finds that the Sling Transactions, subject to incorporation of the Modified MFN, and the Generator Transaction are fair to the Corporation and its subsidiaries; and further

RESOLVED, (a) that the Sling Transactions, subject to incorporation of the Modified MFN, and the Generator Transaction be, and they hereby are, approved on substantially the same terms and conditions described in the spreadsheet attached as Exhibit 3A to the board book for the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the proper officers, or any one of them, shall in their discretion approve; and (b) that the consummation of such transactions by any proper officer, with such non-material modifications, changes, or amendments to the terms and conditions of the Sling Transactions, subject to incorporation of the Modified MFN, and the Generator Transaction as any proper officer shall approve, shall constitute conclusive evidence that such transactions have been approved hereby; and further

General Enabling Resolutions

RESOLVED, that the proper officers of the Corporation and its subsidiaries be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 3. RATIFICATION OF MASTER SUBSCRIBER MANAGEMENT AGREEMENT WITH CSG SYSTEMS, INC.

Mr. McClaskey discussed the Master Subscriber Management Agreement with CSG recently entered into between DISH Network L.L.C., an indirect wholly-owned subsidiary of the Corporation and CSG Systems, Inc. for billing services and print-and-mail services, a copy of which was attached as Exhibit 5A to the board book for the meeting (the "CSG Master Subscriber Management Agreement"). Mr. McClaskey discussed the benefits to be derived from, and the risks associated with, the CSG Master Subscriber Management Agreement. Mr. McClaskey noted that to assist the members of the Board of Directors with their consideration of this agenda item, a summary of the material terms and conditions of the CSG Master Subscriber Management Agreement was attached as Exhibit 5B to the board book for the meeting. Mr. McClaskey then walked the members of the Board of Directors through the material terms and conditions of the CSG Master Subscriber Management Agreement.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the CSG Master Subscriber Management Agreement attached as Exhibit 5A to the board book for the meeting be, and the same hereby are, authorized, ratified and adopted in all respects; and further

RESOLVED, that the proper officers be and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 4. PRESENTATION REGARDING IPTV STRATEGY

Mr. Lynch provided an update on the Corporation's efforts with respect to internet protocol television ("IPTV") and walked the members of the Board of Directors through the summary presentation on IPTV strategy he distributed at the meeting.

ITEM 5. APPROVAL OF FORM AND FILING OF ANNUAL REPORT ON FORM 10-K AND REPORT ON ACTIVITIES OF AUDIT COMMITTEE

Mr. Tom A. Ortolf, Chairman of the Audit Committee, presented a report on the general activities of the Audit Committee and the Audit Committee's review of the Corporation's financial statements and Form 10-K for the year ended December 31, 2009.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted, subject to incorporation of the comments received at the Audit Committee meeting held earlier:

WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by March 1, 2010, an Annual Report on Form 10-K for the year ended December 31, 2009 (the "Form 10-K");

WHEREAS, a draft of the Form 10-K proposed to be filed with the Commission was attached as Exhibit 6A to the board book for the meeting (the "Draft Form 10-K"), and each member of the Board of Directors has read the Draft Form 10-K and has provided all comments and responses they deem necessary and appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

WHEREAS, the Draft Form 10-K contains year-end financial statements of the Corporation that were audited by KPMG;

WHEREAS, management has recommended that the Audit Committee approve (i) as to form the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-K (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and

WHEREAS, the Audit Committee has (a) approved, ratified and confirmed the recommendation of management concerning the approval (i) as to form of the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) of the filing with the Commission of the Form 10-K (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and (b) recommended that the Board of Directors approve (i) as to form the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-K (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

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NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendation of the Audit Committee concerning the approval as to form and filing of the Form 10-K; and further

RESOLVED, that the Draft Form 10-K, in substantially the form attached as Exhibit 6A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

RESOLVED, that the Form 10-K, in substantially the form attached as Exhibit 6A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Commission at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such non-material amendments and supplements to the Form 10-K as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

RESOLVED, that, in the event that such an amendment or supplement to the Form 10-K is filed, the members of the Board of Directors shall be provided with redline copies of the revised Form 10-K showing the changes that were made; and further

RESOLVED, that the Chief Executive Officer, Executive Vice President, General Counsel and Secretary or Executive Vice President and Chief Financial Officer of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolution be, and the same hereby is, ratified, and confirmed in all respects.

ITEM 6. DETERMINATION OF NONEMPLOYEE DIRECTOR INDEPENDENCE,
FINANCIAL LITERACY AND OTHER QUALIFICATIONS AND
DESIGNATION OF "AUDIT COMMITTEE FINANCIAL EXPERT"

Mr. Dodge led a discussion on the independence, financial literacy and other requirements for nonemployee directors and the qualifications necessary for designation as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K. Mr. Dodge noted that a copy of the relevant requirements was included on pages 16-18 of Exhibit 7A to the board book for the meeting). Mr. Dodge explained that management has determined that each of Mr. Steven R. Goodbarn, Mr. Tom A. Ortolf and Mr. Gary S. Howard each meet the applicable independence, financial literacy and other requirements and that Mr. Goodbarn possesses the applicable qualifications necessary for designation as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted (with Messrs. Goodbarn, Ortolf and Howard abstaining with respect to the resolutions applicable to themselves):

Nonemployee Director Independence

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors after due deliberation has determined that Mr. Steven R. Goodbarn, Mr. Tom A. Ortolf and Mr. Gary S. Howard each meet the applicable independence, financial literacy and other requirements of the charters, laws, rules, and regulations applicable to the Corporation, including without limitation, the Audit Committee Charter; the Executive Compensation Committee Charter; the Nominating Committee Charter; Rule 4200(a)(15) of The NASDAQ Stock Market; Section 10A(m)(3) of the Securities Exchange Act of 1934, as amended; Item 407 of Regulation S-K; Rules 10A-3 and 16b-3 of the rules and regulations of the Securities and Exchange Commission; Section 162(m) of the Internal Revenue Code; and Treasury Regulation 1.162-27(e);

Audit Committee Expert

WHEREAS, Mr. Goodbarn has expressed his willingness and desire to be designated as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors after due deliberation has determined that Mr. Goodbarn possesses the applicable qualifications necessary for designation as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K; and further

RESOLVED, that Mr. Goodbarn be, and he hereby is, designated as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K until the

2011 Annual Meeting of the Board of Directors and until his respective successor is duly designated and qualified.

ITEM 7. APPROVAL OF ANNUAL SHAREHOLDERS MEETING DATE AND RELATED MATTERS

Mr. Dodge proposed that the 2010 Annual Meeting of Shareholders (the "Annual Shareholders Meeting") be held on Monday, May 3, 2010 at 1:00 p.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112 to consider and vote upon: (a) the election of the members of the Board of Directors to serve until the next annual shareholders meeting or until their successors are duly elected and qualified; (b) a proposal to ratify the appointment by the Board of Directors of KPMG LLP as the Corporation's independent registered public accounting firm for the fiscal year ending December 31, 2010; and (c) any other business that may properly come before the Annual Shareholders Meeting or any adjournment of the meeting.

Mr. Dodge noted that the Corporation's Bylaws require that notice of the Annual Shareholders Meeting be given to shareholders of record on such date as is established by the Board of Directors not less than ten nor more than sixty days before the date of the Annual Shareholders Meeting. Mr. Dodge then proposed that the record date for determining those shareholders entitled to notice of and to vote at the Annual Shareholders Meeting or any adjournment thereof be March 8, 2010.

Mr. Dodge then reviewed the draft Proxy Statement attached as Exhibit 8A to the board book for the meeting with the members of the Board of Directors.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

Approval of Meeting Date and Record Date for the 2010 Annual Meeting of Shareholders

NOW, THEREFORE, BE IT RESOLVED, that the 2010 Annual Meeting of Shareholders (the "Annual Shareholders Meeting") shall be held on Monday, May 3, 2010 at 1:00 p.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112, or on such other date and/or at such other location as management shall determine; and further

RESOLVED, that March 8, 2010 be, and it hereby is, established as the record date for determining those shareholders of the Corporation entitled to notice of and to vote at the Annual Shareholders Meeting or any adjournment thereof, or on such other date as management shall determine; and further

RESOLVED, that Broadridge Financial Services, Inc., be, and it hereby is, appointed as Election Judge at the Annual Meeting; and further

Establishment of Number of Independent Director Positions for which the Nominating Committee Shall Recommend Independent Director Nominees

RESOLVED, that, in connection with the 2010 Annual Meeting of Shareholders, the number of independent director positions for which the Nominating Committee shall recommend independent director nominees for selection by the Board of Directors be, and it hereby is, established to be three (3); and

ADJOURNMENT

Upon motion duly made and seconded, the meeting was adjourned at 4:15 p.m. in order for Mr. Steven R. Goodbarn, Tom A. Ortolf and Gary S. Howard to attend a meeting of the Nominating Committee.

CONTINUATION

Following completion of the Nominating Committee meeting, upon motion duly made and seconded, the meeting was reconvened at 4:25 p.m.

Approval of Nominees for Election to the Board of Directors

WHEREAS, management has recommended that the Board of Directors nominate Charles W. Ergen, Cantey M. Ergen, James DeFranco, David K. Moskowitz and Carl E. Vogel for election to the Board of Directors in connection with the 2010 Annual Meeting of Shareholders; and

WHEREAS, the Nominating Committee has recommended Steven R. Goodbarn, Tom A. Ortolf and Gary S. Howard for selection by the Board of Directors as independent director nominees for election to the Board of Directors in connection with the 2010 Annual Meeting of Shareholders;

NOW, THEREFORE, BE IT RESOLVED, (a) that Charles W. Ergen, Cantey M. Ergen, James DeFranco, David K. Moskowitz, Carl E. Vogel, Steven R. Goodbarn, Tom A. Ortolf and Gary S. Howard be, and they hereby are, selected as nominees for election to the Board of Directors; (b) that the Board of Directors unanimously recommends a vote FOR the election of all the nominees named herein; and (c) that such nominees be presented to the shareholders of the Corporation for election at the 2010 Annual Shareholders Meeting; and further

Appointment of KPMG LLP as Independent Registered Public Accounting Firm for the Fiscal Year Ending December 31, 2010

RESOLVED, (a) that the Board of Directors hereby determines that it is in the best interests of the Corporation to have KPMG LLP continue to serve as the Corporation's independent registered public accounting firm for the fiscal year ending December 31, 2010, and therefore, as recommended by the Audit

Committee, the Board of Directors hereby approves, ratifies and adopts the appointment of KPMG LLP as the independent registered public accounting firm of the Corporation for the fiscal year ending December 31, 2010 (subject to reaching an agreement with respect to fees to be charged to the Corporation by KPMG LLP for its services and subject to ratification by the shareholders); (b) that the Board of Directors unanimously recommends a vote FOR ratification of such appointment; and (c) that such appointment be presented to the shareholders of the Corporation for ratification at the Annual Shareholders Meeting; and further

Approval of Form, Filing and Distribution of the Proxy Statement

RESOLVED, that the draft Proxy Statement, in substantially the form attached as Exhibit 8A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

RESOLVED, that the Proxy Statement, in substantially the form attached as Exhibit 8A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Securities and Exchange Commission (the "Commission") pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended, at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such amendments and supplements to the Proxy Statement as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

RESOLVED, that, in the event that an amendment or supplement to the Proxy Statement is filed, the members of the Board of Directors shall be provided with redline copies of the revised Proxy Statement showing the changes that were made; and further

RESOLVED, that the Corporation be, and it hereby is, directed to distribute the Proxy Statement, in substantially the form previously distributed to the members of the Board of Directors, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, to each shareholder owning the Corporation's voting securities on the record date of March 8, 2010; and further

General Enabling Resolutions

RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a “proper officer” and collectively, the “proper officers”) be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolution be, and the same hereby is, ratified, and confirmed in all respects.

ITEM 8. APPROVAL OF AMENDED AND RESTATED NOMINATING COMMITTEE CHARTER

Mr. Dodge led a discussion regarding amending and restating the Nominating Committee Charter to reflect that the number of directors that comprise the Nominating Committee is three rather than four (the “Amended and Restated Nominating Committee Charter”).

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, the Nominating Committee has recommended that the Amended and Restated Nominating Committee Charter, be approved, ratified and adopted by the Board of Directors in all respects;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendation of the Nominating Committee concerning the approval, ratification and adoption of the Amended and Restated Nominating Committee Charter; and further

RESOLVED, that the Board of Directors after due deliberation hereby approves, ratifies and adopts the Amended and Restated Nominating Committee Charter; and further

RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a “proper officer” and collectively, the “proper officers”) be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed,

in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 9. DISCUSSION OF LETTER FROM THE STATE OF WISCONSIN
INVESTMENT BOARD

Mr. Dodge led a discussion regarding the letter received from the State of Wisconsin Investment Board dated January 20, 2010, a copy of which was attached as Exhibit 10A to the board book for the meeting.

ITEM 10. REVIEW OF CERTAIN ITEMS PREVIOUSLY APPROVED BY THE BOARD
OF DIRECTORS

Mr. Dodge reviewed certain items approved by the Board of Directors year-to-date and the status of each such item, as well as certain items approved by the Board of Directors in prior years that authorized the expenditure of over \$100 million and that remain active. Mr. Dodge noted that to assist the members of the Board of Directors a list of such items was included in the board book for the meeting.

ITEM 11. REVIEW OF SCHEDULE FOR NEXT REGULAR MEETINGS OF THE
BOARD OF DIRECTORS, AUDIT COMMITTEE AND EXECUTIVE
COMPENSATION COMMITTEE

Mr. Dodge led a discussion reviewing the schedule for the upcoming meetings of the Board of Directors, Audit Committee and Executive Compensation Committee. To assist the members of the Board of Directors with their review of the dates for such meetings, calendars for each of the months from January 2010 through December 2011 were attached as Exhibit 12A to the board book for the meeting.

ITEM 12. CHAIRMAN'S REPORT

Mr. Ergen presented a report on the general state of the business of the Corporation and other matters, including, among other things, upcoming satellite launches and the general status and development of the Pay-TV industry. To assist the members of the Board of Directors with their consideration of this item, a memorandum regarding upcoming satellite launches was attached as Exhibit 2A to the board book for the meeting.

Termination

There being no further business to come before the meeting, the meeting was, upon motion duly made and seconded, terminated at 5:00 p.m., prevailing Mountain Time.

R. Stanton Dodge
Secretary

CONFIDENTIAL

EXHIBIT 403

EXHIBIT 403

CONFIDENTIAL

JA009942
008763

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Message

From: Werner, Bruce [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=BRUCE.WERNER]
Sent: 3/26/2010 5:33:35 PM
To: Kitei, Brett [brett.kitei@dishnetwork.com]
Subject: RE: 2 Large Receivables

RPM Technologies OE # 1771051 AP # 241970

- This OE retailer was terminated 8/14/2009 for TCPA violations and the use of unapproved third parties.
- A small population of "duplicate accounts" was identified but we did not process a charge back for fraud.
- I believe the balance is the result of systemic chargebacks associated customer disconnects.

Eclipse Interactive LLC dba Eclipse Interactive OE # 20805521 AP # 999804

- This OE retailer was taken off the Partner Order Entry Tool in Q3 2008.
- I am not aware of any fraud issues associated with the retailer.
- I believe the balance is the result of systemic chargebacks associated customer disconnects.

Let me know if you need anything else.

Bruce M. Werner
Retail Services | DISH Network L.L.C.
O-720.514.5745 | F-720.514.7441 | C-720.301.7791
bruce.werner@dishnetwork.com

From: Kitei, Brett
Sent: Thursday, March 25, 2010 11:13 AM
To: Werner, Bruce
Subject: FW: 2 Large Receivables

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Thanks.

Brett J. Kitei
Corporate Counsel
DISH Network L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Direct Phone: (303) 723-2290
Direct Fax: (720) 514-8479
Email: brett.kitei@dishnetwork.com

From: Aguilar, Christopher
Sent: Thursday, March 25, 2010 11:10 AM
To: Kitei, Brett
Cc: Worthington, Leslie
Subject: RE: 2 Large Receivables

Please see the attached spreadsheets. These are exports directly out of Oracle that show the invoice numbers, dates, and amounts, as well as a description of what the balances are due for.

I tried to pull the receiver report for each of these (which would have shown customer names, activation and deactivation dates, receiver serial numbers, etc) but I received an error that IT is looking into when I tried to pull it for RPM, and the one for Eclipse Interactive was too large for excel to open correctly. It had over the maximum number of rows (65,000) for excel to handle. If you need anymore specific information than this let me know and I'll see what we can come up with.

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JA009943
008764

SLC_ DNC_Investigation_0002616
TX 102-009205

CONFIDENTIAL

From: Kitei, Brett
Sent: Thursday, March 25, 2010 8:59 AM
To: Aguilar, Christopher
Subject: RE: 2 Large Receivables

10005443

Brett J. Kitei

Corporate Counsel
DISH Network L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Direct Phone: (303) 723-2290
Direct Fax: (720) 514-8479
Email: brett.kitei@dishnetwork.com

From: Aguilar, Christopher
Sent: Thursday, March 25, 2010 8:59 AM
To: Kitei, Brett
Subject: RE: 2 Large Receivables

Can you send me the AP# for the RPM Technologies please? It should be on the front of the folder.

From: Kitei, Brett
Sent: Thursday, March 25, 2010 8:52 AM
To: Aguilar, Christopher; Worthington, Leslie
Subject: RE: 2 Large Receivables

OK, thx.

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Brett J. Kitei

Corporate Counsel
DISH Network L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Direct Phone: (303) 723-2290
Direct Fax: (720) 514-8479
Email: brett.kitei@dishnetwork.com

From: Aguilar, Christopher
Sent: Thursday, March 25, 2010 8:49 AM
To: Kitei, Brett; Worthington, Leslie
Subject: RE: 2 Large Receivables

I'll email that to you, it will be a "receiver report" which is going to be a fairly large excel spreadsheet that will contain information about each chargeback. I'll also pull an export of our AP too. Will get that to you later today.

From: Kitei, Brett
Sent: Thursday, March 25, 2010 8:47 AM
To: Aguilar, Christopher; Worthington, Leslie
Subject: RE: 2 Large Receivables

I received the packets.

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT
REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Thanks.

Brett J. Kitei

Corporate Counsel

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JA009944
008765

SLC_ DNC_Investigation_0002617
TX 102-009206

CONFIDENTIAL

DISH Network L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Direct Phone: (303) 723-2290
Direct Fax: (720) 514-8479
Email: brett.kitei@dishnetwork.com

From: Aguilar, Christopher
Sent: Wednesday, March 10, 2010 9:21 AM
To: Kitei, Brett; Worthington, Leslie
Subject: RE: 2 Large Receivables

Yes I have pulled the information I can for now but I am waiting on my Siebel access to come through so I can print their retailer agreements. Got an update from IT today that it my Siebel access has finally been approved, but it's not "granted".

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From: Kitei, Brett
Sent: Wednesday, March 10, 2010 9:08 AM
To: Worthington, Leslie
Cc: Aguilar, Christopher
Subject: RE: 2 Large Receivables

Any word on this?

Brett J. Kitei
Corporate Counsel
DISH Network L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Direct Phone: (303) 723-2290
Direct Fax: (720) 514-8479
Email: brett.kitei@dishnetwork.com

From: Kitei, Brett
Sent: Tuesday, February 16, 2010 4:14 PM
To: Worthington, Leslie
Cc: Aguilar, Christopher
Subject: RE: 2 Large Receivables

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Brett J. Kitei
Corporate Counsel
DISH Network L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Direct Phone: (303) 723-2290
Direct Fax: (720) 514-8479
Email: brett.kitei@dishnetwork.com

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JA009945
008766

SLC_ DNC_Investigation_0002618
TX 102-009207

CONFIDENTIAL

From: Worthington, Leslie
Sent: Tuesday, February 16, 2010 4:09 PM
To: Kitei, Brett
Cc: Aguilar, Christopher
Subject: 2 Large Receivables

We have 2 accounts that had previously been flagged as fraud - do not touch. We've been given these now to collect. To date, we have had no response from the debtors. One has a balance of \$810,019.50, the other is \$801,078.00. REDACTED-ATTORNEY

REDACTED-ATTORNEY-CLIENT PRIVILEGED/WORK-PRODUCT

Leslie Worthington
Credit/Collections Supervisor
Dish Network
303-723-2129
leslie.worthington@dishnetwork.com

CONFIDENTIAL

JA009946
008767

SLC_ DNC_Investigation_0002619
TX 102-009208

EXHIBIT 404

EXHIBIT 404

To: Lanning, Steve[Steve.Lanning@dishnetwork.com]
Cc: Dye, Rachel[Rachel.Dye@dishnetwork.com]; Musso, Reji[Reji.Musso@dishnetwork.com]; Metzger, Marciedes[Marciedes.Metzger@dishnetwork.com]; Blum, Jeffrey[Jeffrey.Blum@dishnetwork.com]
From: Laslo, David
Sent: Fri 4/2/2010 8:45:24 PM
Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Steve,

No problem at all.

Digitcom should know who the number belongs to; I would guess we would have to subpoena that information. To validate the accuracy of this website I search my cell phone number and the results were my old cell phone provider (Sprint) instead of my current carrier (Verizon).

So it is hard to say if Digitcom is still the active provider of the number.

I will allow Marcie to answering regarding Evolving Systems or adding new applications to our process.

Thanks,
David Laslo

From: Lanning, Steve
Sent: Friday, April 02, 2010 6:36 PM
To: Laslo, David
Cc: Dye, Rachel; Musso, Reji; Metzger, Marciedes; Blum, Jeffrey
Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

David,

Thank you for the clarification.

Is it possible that the number was assigned by Digitcom. If they are helping somebody violate DNC rules, then shouldn't they have to tell us who is the customer using this number.

The fact that I can call this number and I get a related message about removing my number from their preferred list means this is probably not a spoofed number. The phone system cannot route a call correctly against a spoofed number.

I think this number is assigned to the user so I think it is possible to discover who that is.

The company that developed the process for number assignment and number transfers is Evolving Systems right here in the Meridian park. The CEO is Thad Duper http://www.evolving.com/thad_dupper_m.html

Steve Farnsworth is on their management team and he architected a good deal of the system

http://www.evolving.com/steve_farnsworth.html

I think if we want to get serious about tracking down numbers we would talk to them and figure out how to discover the owners of these numbers.

I am happy to make introductions. I know both of them.

Steve

From: Laslo, David
Sent: Friday, April 02, 2010 6:24 PM
To: Lanning, Steve
Cc: Dye, Rachel; Musso, Reji; Metzger, Marciedes; Blum, Jeffrey
Subject: FW: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Steve,

The search result provides the telecommunications (Telco) provider that services telephone number 714-607-5750.

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JA009948
008769

Confidential/

SLC_ DNC_Investigation_0008472

TX 102-009210

Digitcom Services Inc is not the responsible party of the solicitation call. The owner name is unknown. What concerns me is the Phone type is listed as "Paging", such as a pager.

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In other searches I found, listed the number as a land based line. This number is more likely spoofed.

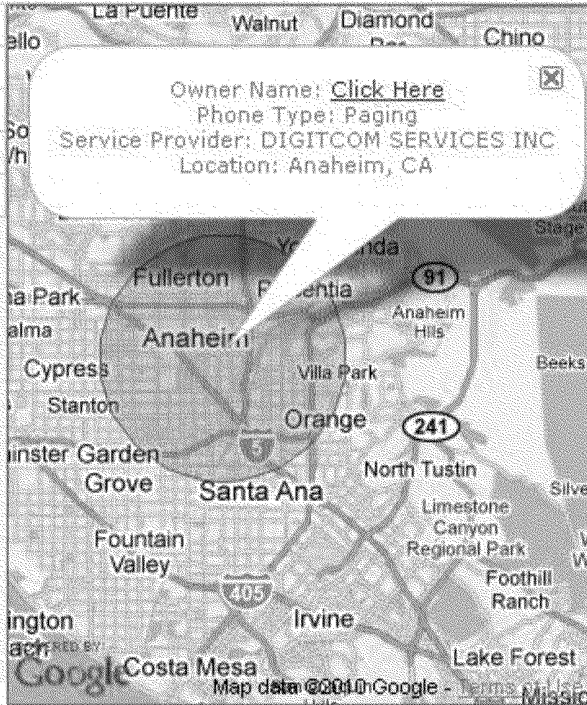
Search Successful! Results For 7146075750

Number:	7146075750
Search Date:	04/02/2010
Location:	Anaheim, CA
Service Provider :	DIGITCOM SERVICES INC
Full Report:	Available!

Searching for available information...

Full Report includes, when available:

Complete!	Full Name	Complete!	Criminal Check
Complete!	Age & DOB	Complete!	Aliases
Complete!	Address	Complete!	Judgements
Complete!	Relatives	Complete!	Bankruptcies
Complete!	Avg. Income	Complete!	Lawsuits
Complete!	Property Value		
Complete!	Address History		



From: Lanning, Steve

Sent: Friday, April 02, 2010 3:29 PM

To: Metzger, Marciedes; Blum, Jeffrey

Cc: Laslo, David; Dye, Rachel; Musso, Reji

Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

When I google for Digitcom Service Inc, I get what looks like a good hit.

Can we look at them?

Retail Location



WEST LOS ANGELES

12923 Venice Blvd, Los Angeles, CA 90066

(On Venice Blvd. between Lincoln and Beethoven,
across the street from Venice High School)

Phone (310) 358-7000

(800) 464-5446

Fax (310) 437-4105

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JA009949
008770

Confidential/

SLC_ DNC_Investigation_0008473

TX 102-009211

From: Metzger, Marciedes

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Sent: Friday, April 02, 2010 2:48 PM

To: Lanning, Steve; Blum, Jeffrey

Cc: Laslo, David; Dye, Rachel; Musso, Reji

Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Are you possibly seeing a pop up advertisement?

From: Lanning, Steve

Sent: Friday, April 02, 2010 2:42 PM

To: Metzger, Marciedes; Blum, Jeffrey

Cc: Laslo, David; Dye, Rachel; Musso, Reji

Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Marci,

When I googled for the number and looked at

<http://whocallsme.com/Phone-Number.aspx/7146075750>

It is the display ad from Sterling that shows up in the upper left position.

Steve

From: Metzger, Marciedes

Sent: Friday, April 02, 2010 2:36 PM

To: Lanning, Steve; Blum, Jeffrey

Cc: Laslo, David; Dye, Rachel; Musso, Reji

Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Steve,

How are you associating Sterling Satellite with the phone number that called your daughter's cell?

As far as doing more, we cannot reach anyone at the number and the number is unlisted. We have checked our database and retails services for additional complaints for this number and whether or note we were able to associate the number with a retailer in the past. This was also a dead end.

I am open to additional ideas.

Reji,

Do you have some additional ideas to try and identify the retailer or person making these calls?

Marcie

From: Lanning, Steve

Sent: Friday, April 02, 2010 1:35 PM

To: Metzger, Marciedes; Blum, Jeffrey

Subject: RE: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

After getting this report, I googled the number and found

<http://whocallsme.com/Phone-Number.aspx/7146075750>

The most disturbing part is the Dish listing on the top left along with comments about us figuring out ways to get around the DNC list.

The link here is to Sterling Satellite

CONFIDENTIAL

JA009950
008771

Confidential/

SLC_ DNC_Investigation_0008474

TX 102-009212

CONFIDENTIAL

On the one hand, I want to report the number, but on the other I do not want to do so because it is likely to add to the number of reports on this number.

It seems clear to me that there is a problem here and that we are associated with the problem by name.

There must be more we can do to get to the bottom of this matter.

From: Metzger, Marciedes
Sent: Friday, April 02, 2010 1:16 PM
To: Blum, Jeffrey; Lanning, Steve
Subject: FW: privileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Jeff and Steve:

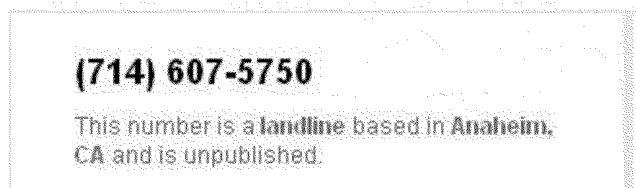
We confirmed that we did not make the call. We were not able to identify the caller or tie this number to a retailer. The number is an unpublished land line in Anaheim CA. See below.

I received feedback from Vendor Inquiries that the number is not tied to a known vendor. Unfortunately, we were unable to uncover any additional information.

From: Laslo, David
To: Metzger, Marciedes
Sent: Wed Mar 31 10:55:44 2010
Subject: RE: prvilaged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules
Marcie,

Attached is the Brio report for telephone number 720-244-5394.

The number is unregistered; but listed as a wireless number.



We didn't find any businesses for 7146075750.

I couldn't find much on line on the number. It appears to be a land based line in Anaheim California.

Anything thing else you would like me to do on this one?

Thanks,
David Laslo

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

From: Metzger, Marciedes
Sent: Tuesday, March 30, 2010 7:59 PM
To: Laslo, David
Subject: Fw: prvilaged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

----- Original Message -----
From: Blum, Jeffrev

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JA009951
008772

Confidential/

SLC_DNC_Investigation_0008475
TX 102-009213

To: Lanning, Steve; Metzger, Marciedes

Sent: Tue Mar 30 18:41:27 2010

Subject: RE: prvileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

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m,

can you please investigate and let us know the results? thanks!

s,

thanks for bringing this to our attention.

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

From: Lanning, Steve

Sent: Tue 3/30/2010 6:23 PM

To: Blum, Jeffrey

Subject: prvileged : telemarketing call outside of Dish policy and outside of allowed telemarketing rules

Jeff,

My daughter just received a telemarketing call from 'Dish' on her cell phone.

The caller ID is 714-607-5750.

I tried to call the number and I received an automated message that simply said "If you are not interested in being contacted about special promotions from their preferred marketing list to please press 1."

I checked with her to make sure she did not enter something online. She did not. Her cell phone number is 720-244-5394.

It seems to me that message is a thin cover up and an attempt to avoid telemarketing complaints, or even worse an action by a competitor to get Dish into hot water for violation of telemarketing rules.

Given our current status, we do not need any more complaints to AG's.

Even if my second notion is just completely wrong and I am a paranoid person to have such a thought, the fact remains that if somebody is calling others on a cell phone and promoting Dish, then we have a problem.

Are there any steps beyond reporting the incident to you that I need to take?

Steve

Steve Lanning

Dish Network

720-514-5672

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008773

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SLC_ DNC_Investigation_0008476

TX 102-009214

CONFIDENTIAL

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JA009953
008774

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SLC_ DNC_Investigation_0008477
TX 102-009215

EXHIBIT 405

EXHIBIT 405

CONFIDENTIAL

DISH NETWORK CORPORATION

Annual Meeting of the Board of Directors

May 3, 2010

The annual meeting of the board of directors (the "Board of Directors") of DISH Network Corporation (the "Corporation"), was held on May 3, 2010 at 2:00 p.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The following members of the Board of Directors participated:

Charles W. Ergen
Cantey M. Ergen
James DeFranco
David K. Moskowitz
Carl E. Vogel
Steven R. Goodbarn
Tom A. Ortolf
Gary S. Howard

Also participating at various times during the meeting at the invitation of the Chairman of the Board of Directors were R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation; Mike McClaskey, Senior Vice President and Chief Information Officer (*present for item 9 only*); Brandon Ehrhart, Vice President, Associate General Counsel and Assistant Secretary of the Corporation; and John Swieringa, Vice President – IT Billing and Architecture (*present for item 9 only*).

Call to Order

Mr. Charles W. Ergen, President and Chief Executive Officer of the Corporation and Chairman of the Board of Directors, called the meeting to order and presided. Mr. Dodge acted as Secretary of the meeting.

Notice and Quorum

The Chairman advised that, as each member of the Board of Directors had waived any and all notices that may have been required to be given with respect to the annual meeting of the Board of Directors and a quorum was present, the meeting was properly convened.

Discussion Matters

ITEM 1. APPROVAL OF MINUTES AND SIGNING OF CONSENTS

Mr. Dodge explained that draft minutes of the Regular Meeting of the Board of Directors held on February 23, 2010 were attached as Exhibit 1A to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Regular Meeting of the Board of Directors held on February 23, 2010, in substantially the form attached as Exhibit 1A to the board book for the meeting be, and they hereby are, approved, ratified and confirmed in all respects.

ITEM 2. DESIGNATION OF CHAIRMAN OF THE BOARD OF DIRECTORS

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that Charles W. Ergen be, and he hereby is, designated as the Chairman of the Board of Directors until the next Annual Meeting of the Board of Directors and until his respective successor is duly designated and qualified.

ITEM 3. DESIGNATION OF MEMBERS OF COMMITTEES OF THE BOARD OF DIRECTORS

Mr. Dodge explained that the Board of Directors currently has an Audit Committee, an Executive Compensation Committee and a Nominating Committee.

Mr. Dodge further explained that the duties of the Audit Committee include, without limitation: (a) selecting the Corporation's independent registered public accountants; (b) reviewing Management's plan for engaging the Corporation's independent registered public accountants during the year to perform non-audit services (if any) and considering what effect (if any) these services may have on the independence of the accountants; (c) reviewing the annual and quarterly financial statements and other financial reports that require approval by the Board of Directors; (d) reviewing the adequacy of the Corporation's system of internal accounting controls; (e) reviewing the scope of the independent registered public accountants' audit plans and the results of their audits; and (f) reviewing the Audit Committee Charter and recommending proposed changes (if any) to the Board of Directors.

Mr. Dodge further explained that the principal functions of the Executive Compensation Committee are to: (a) make and approve all option grants and other issuances of the Corporation's equity securities to executive officers and members of the Board of Directors other than nonemployee directors; (b) approve all other option grants and issuances of the

Corporation's equity securities, and recommend that the full Board of Directors make and approve such grants and issuances; (c) establish in writing all performance goals for performance-based compensation, which together with other compensation to senior executive officers could exceed \$1 million annually, other than standard Stock Incentive Plan options that may be paid to executive officers, and certify achievement of such goals prior to payment; and (d) set the compensation of the Chairman and Chief Executive Officer.

Mr. Dodge further explained that the principal function of the Nominating Committee is to recommend independent director nominees for selection by the Board of Directors to fill the number of independent director positions established by resolution of the Board of Directors from time to time.

Mr. Dodge noted that the members of the Audit Committee are currently Messrs. Tom A. Ortolf (*Chairman*), Steven R. Goodbarn and Gary S. Howard.

Mr. Dodge further noted that the members of the Executive Compensation Committee are currently Messrs. Steven R. Goodbarn (*Chairman*), Tom A. Ortolf and Gary S. Howard.

Mr. Dodge further noted that the members of the Nominating Committee are currently Messrs. Gary S. Howard (*Chairman*), Steven R. Goodbarn, and Tom A. Ortolf.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, each of Messrs. Steven R. Goodbarn, Tom A. Ortolf, and Gary S. Howard has expressed their willingness and desire to serve on the Audit Committee, the Executive Compensation Committee and the Nominating Committee;

NOW, THEREFORE, BE IT RESOLVED, that Messrs. Steven R. Goodbarn, Tom A. Ortolf and Gary S. Howard be, and they hereby are, reappointed to serve as members of the Audit Committee, the Executive Compensation Committee and the Nominating Committee until the next Annual Meeting of the Board of Directors and until their respective successors are duly appointed and qualified.

ADJOURNMENT

Upon motion duly made and seconded, the meeting was adjourned at 2:15 p.m. in order for Messrs. Steven R. Goodbarn, Tom A. Ortolf, and Gary S. Howard to attend the annual meetings of the Audit Committee, Executive Compensation Committee and Nominating Committee.

CONTINUATION

Following completion of the annual meeting of the Nominating Committee, upon motion duly made and seconded, the meeting was reconvened at 2:30 p.m.

ITEM 4. ELECTION OF EXECUTIVE OFFICERS

Mr. Dodge reviewed the table of Executive Officers set forth in Item 4 of the board book for the meeting. Mr. Dodge explained that management proposes the election of the individuals listed in such table to the executive officer positions indicated to serve until the next Annual Meeting of the Board of Directors and until their respective successors are duly elected and qualified.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the individuals whose names are set forth below be, and they hereby are, elected as executive officers of the Corporation to serve in the capacities indicated below until the next Annual Meeting of the Board of Directors and until their respective successors are duly elected and qualified.

<u>Officer</u>	<u>Position</u>
Charles W. Ergen	Chief Executive Officer and President
W. Erik Carlson	Executive Vice President, Operations
Thomas A. Cullen	Executive Vice President, Programming, Sales and Marketing
James DeFranco	Executive Vice President
R. Stanton Dodge	Executive Vice President, General Counsel and Secretary
Bernard L. Han	Executive Vice President and Chief Operating Officer
Michael Kelly	Executive Vice President, Commercial and Business Development
Roger J. Lynch	Executive Vice President, Advanced Technologies
Robert E. Olson	Executive Vice President and Chief Financial Officer
Steven W. Wood	Executive Vice President, Human Resources

ITEM 5. IDENTIFICATION OF SECTION 16 REPORTING OFFICERS

Mr. Dodge briefly reviewed the insider trading and reporting requirements of Section 16 of the Securities Exchange Act of 1934 (including, among other things, the factors for determining who is an insider for purposes of Section 16).

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that, for purposes of complying with Section 16 of the Securities Exchange Act of 1934 for the fiscal year ending December 31, 2010, the following individuals be, and they hereby are, designated as Section 16 reporting officers of the Corporation: W. Erik Carlson, Thomas A. Cullen, James DeFranco, R. Stanton Dodge, Charles W. Ergen, Bernard L. Han, Michael Kelly, Jason Kiser, Roger J. Lynch, Robert E. Olson, Paul W. Orban, Robert F. Rehg, and Stephen W. Wood; and further

RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel, and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolution; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, approved, ratified and confirmed in all respects.

ITEM 6. REAUTHORIZATION OF CHARLES W. ERGEN TO MAKE CERTAIN GRANTS OF STOCK OPTIONS

Mr. Dodge led a discussion regarding the proposal to reauthorize Mr. Ergen to make certain grants of options to purchase shares of the Corporation's Class A Common Stock, \$0.01 par value per share (the "Class A Common Stock"). Mr. Dodge explained, among other things, that it is necessary and desirable for Mr. Ergen to be reauthorized, as Chairman of the Board of Directors, to make grants of options to purchase shares of Class A Common Stock, effective at the end of each quarter, to new employees and existing employees who are not executive officers in connection with promotion or other recognition, as Mr. Ergen deems appropriate, without

further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the 2009 Stock Incentive Plan (the "Stock Incentive Plan").

Mr. Dodge further explained, among other things, that absent such delegation of authority, whenever management proposed to issue stock options to new or existing employees who are not executive officers under the Stock Incentive Plan, a list of those employees, the number of shares of the Class A Common Stock underlying the options proposed to be issued to each, and additional information regarding the specific grants must be provided to each director prior to or during a meeting of the Board of Directors and each member of the Executive Compensation Committee prior to or during a meeting of the Executive Compensation Committee.

Mr. Dodge further explained, among other things, that when management needs to make a quick hiring or promotion decision below the executive officer level that involves the granting of stock options, the time required to organize and convene a meeting of the Executive Compensation Committee and a meeting of the Board of Directors might cause undue delay in extending an offer of employment or granting a promotion, and that as a result the Corporation would run the risk of losing good employees and potential employees to competitors of the Corporation.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, the Board of Directors has determined that it is necessary and desirable for the Board of Directors to reauthorize Mr. Charles W. Ergen, as Chairman of the Board of Directors, to make grants of options to purchase shares of the Corporation's Class A Common Stock, \$0.01 par value per share (the "Class A Common Stock"), effective at the end of each quarter, to new employees and existing employees who are not executive officers in connection with promotion or other recognition, as Mr. Ergen deems appropriate, without further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the 2009 Stock Incentive Plan (the "Stock Incentive Plan");

WHEREAS, the Board of Directors has duly noted that absent such delegation of authority, whenever management proposed to issue stock options to new or existing employees who are not executive officers under the Stock Incentive Plan, a list of those employees, the number of shares of the Class A Common Stock underlying the options proposed to be issued to each, and additional information regarding the specific grants must be provided to each director prior to or during a meeting of the Board of Directors and each member of the Executive Compensation Committee prior to or during a meeting of the Executive Compensation Committee; and

WHEREAS, the Board of Directors has also duly noted that when management needs to make a quick hiring or promotion decision below the executive officer level that involves the granting of stock options, the time required to organize and convene a meeting of the Executive Compensation Committee and a meeting of the Board of Directors might cause undue delay in extending an offer of employment or granting a promotion, and that as a result the Corporation would run the risk of losing good employees and potential employees to competitors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby delegates the authority to Mr. Ergen, as Chairman of the Board, to make grants of options to purchase the Class A Common Stock, effective at the end of each quarter, to new employees and existing employees of the Corporation or its subsidiaries who are not executive officers in connection with promotion or other recognition, as Mr. Ergen deems appropriate, without further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the Stock Incentive Plan, and that the actions taken by Mr. Ergen in connection therewith shall be deemed approved, ratified and confirmed by the Board of Directors and the Executive Compensation Committee as of the date such action is taken; provided however, that no authority is hereby granted to Mr. Ergen to make grants to: (a) Section 16 reporting officers or directors of the Corporation (for the avoidance of doubt, for the purposes of this clause (a) "Section 16 reporting officers" is intended to mean those executive officers of the Corporation identified as executive officers in the Corporation's annual report on Form 10-K); (b) "affiliates" of the Corporation, as such term is used in Section 16 of the Securities Exchange Act of 1934, and as interpreted by the General Counsel of the Corporation; (c) in excess of one hundred thousand (100,000) shares to an individual employee at or below the Vice President level; or (d) in excess of five hundred thousand (500,000) shares to an individual employee at or above the Senior Vice President level, without further approval of the Compensation Committee.

ITEM 7. REG. S-K ITEM 404 "RELATED PERSON" TRANSACTIONS

Mr. Dodge reviewed all recurring and certain new potential SEC Reg. S-K, Item 404 "Related Person" transactions, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions, as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction in which the amount involved exceeded \$5,000,000; (ii) related party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which in the judgment of the Board of Directors should reasonably be considered sensitive.

Mr. Dodge led a discussion regarding Mr. Carl Vogel, Senior Advisor to the Corporation and member of the Board of Directors, recently being elected to the board of directors of ION Media Networks.

Mr. Dodge then explained that the Corporation and/or its subsidiaries are considering amending or entering into the following agreements with EchoStar Corporation ("SATS") and/or its subsidiaries: (i) an agreement pursuant to which SATS will purchase certain 500 series satellite receivers from the Corporation; (ii) an agreement pursuant to which SATS will provide the Corporation certain services supporting the Corporation's proposed agreements with Roberts Communication Network (the "DISH – SATS Roberts Agreement"); (iii) an agreement pursuant to which SATS will provide certain weather related content to the Corporation; and (iv) an agreement pursuant to which SATS will assign to the Corporation SATS' rights to that certain agreement between SATS and STATS, Inc. pursuant to which STATS, Inc. provides certain sports information and statistical analysis; the terms and conditions of which are more fully described in the spreadsheet attached as Exhibit 8A to the board book for the meeting (collectively, the "SATS Transactions").

The members of the Board of Directors discussed with those members of management present at the meeting certain proposed modifications to the terms and conditions of the DISH-SATS Roberts Agreement such that the Corporation's management shall have the discretionary authority to modify the DISH-SATS Roberts Agreement in a manner that reduces the liability of the Corporation under the DISH-SATS Roberts Agreement in the event that Roberts Communication Network ("Roberts") does not pay the Corporation under its agreement with Roberts, taking into account, among other things, SATS' out of pocket costs, the ability of SATS to recover such costs, and SATS desires to be reasonably compensated for providing its services under the DISH-SATS Roberts Agreement (the "Modified Roberts Provision").

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, the SATS Transactions may potentially be considered related party transactions under SEC Regulation S-K, Item 404, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions and therefore, out of an abundance of caution, the Board of Directors has been asked to review such transactions; and

WHEREAS, (a) management, those members of the Board of Directors who are not also members of the Board of Directors of SATS, Mr. James DeFranco, Mr. Carl E. Vogel, Mr. Steven R. Goodbarn and Mr. Gary S. Howard, and the Audit Committee have found, and recommended that the Board of Directors find, that the SATS Transactions, subject to incorporation of the Modified Roberts Provision, are fair to the Corporation and its subsidiaries; and (b) Messrs. DeFranco, Vogel, Goodbarn and Howard, and the Audit Committee have approved, and recommended that the Board of Directors approve, the SATS Transactions, subject to incorporation of the Modified Roberts Provision, on substantially the same terms and conditions described in the spreadsheet attached

as Exhibit 8A to the board book for the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a “proper officer” and collectively, the “proper officers”), or any one of them, shall in their discretion approve;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of management, Messrs. DeFranco, Vogel, Goodbarn and Howard and the Audit Committee regarding the SATS Transactions; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation and other members of management, and upon such other inquiries and other matters as are deemed appropriate or relevant by the Board of Directors, the Board of Directors hereby finds that the SATS Transactions, subject to incorporation of the Modified Roberts Provision, are fair to the Corporation and its subsidiaries; and further

RESOLVED, (a) that the SATS Transactions, subject to incorporation of the Modified Roberts Provision, be, and hereby are, approved on substantially the same terms and conditions described in the spreadsheet attached as Exhibit 8A to the board book for the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the proper officers, or any one of them, shall in their discretion approve; and (b) that the consummation of such transactions by any proper officer, with such non-material modifications, changes, or amendments to the terms and conditions of the SATS Transactions, subject to incorporation of the Modified Roberts Provision, as any proper officer shall approve, shall constitute conclusive evidence that such transactions have been approved hereby; and further

General Enabling Resolutions

RESOLVED, that the proper officers of the Corporation and its subsidiaries be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 8. LITIGATION UPDATE

Mr. Dodge, in his capacity as General Counsel of the Corporation, presented a report on the status of the significant litigation in which the Corporation and/or its affiliates are presently involved. Mr. Dodge explained that his report and any ensuing discussions were subject to the attorney/client and work product privileges.

ITEM 9. DISCUSSION OF POTENTIAL CHANGE OF BILLING SERVICE PROVIDER

Mr. McClaskey led a discussion regarding the Corporation's ongoing discussions with various billing service providers. To assist the members of the Board of Directors with their consideration of this agenda item, a high level comparison of the various billing service providers was attached as Exhibit 10A to the board book for the meeting, a summary of the material terms and conditions of the proposed agreements with Convergys Information Management Group Inc. ("Convergys") was attached as Exhibit 10B to the board book for the meeting, and the most recent drafts of the proposed Consulting Services Agreement, Option Agreement and Master Services Agreement between DISH Purchasing Corporation, a wholly owned subsidiary of the Corporation, and Convergys were attached as Exhibits 10C, 10D and 10E to the board book for the meeting, respectively (the "Convergys Transactions"). After discussion and deliberation no resolutions were adopted.

ITEM 10. APPROVAL OF FORM AND FILING OF QUARTERLY REPORT ON FORM 10-Q AND REPORT ON ACTIVITIES OF AUDIT COMMITTEE

Mr. Tom A. Ortolf, Chairman of the Audit Committee, presented a report on the general activities of the Audit Committee and the Audit Committee's review of the Corporation's financial statements and Form 10-Q for the quarter ended March 31, 2010.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted, subject to incorporation of the comments received at the Audit Committee meeting held earlier:

WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by May 10, 2010, a Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 (the "Form 10-Q");

WHEREAS, a draft of the Form 10-Q proposed to be filed with the Commission was attached as Exhibit 11A to the board book for the meeting (the "Draft Form 10-Q"), and each member of the Board of Directors has read the Draft Form 10-Q and has provided all comments and responses they deem necessary and

appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

WHEREAS, the Draft Form 10-Q contains quarter-end financial statements of the Corporation that were reviewed by KPMG;

WHEREAS, management has recommended that the Audit Committee and the Board of Directors approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and

WHEREAS, the Audit Committee has (a) approved, ratified and confirmed the recommendation of management concerning the approval (i) as to form of the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) of the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and (b) recommended that the Board of Directors approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendation of management and the Audit Committee concerning the approval as to form and filing of the Form 10-Q; and further

RESOLVED, that the Draft Form 10-Q, in substantially the form attached as Exhibit 11A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

RESOLVED, that the Form 10-Q, in substantially the form attached as Exhibit 11A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Commission at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause

to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such non-material amendments and supplements to the Form 10-Q as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

RESOLVED, that, in the event that such an amendment or supplement to the Form 10-Q is filed, the members of the Board of Directors shall be provided with redline copies of the revised Form 10-Q showing the changes that were made; and further

RESOLVED, that the Chief Executive Officer, Executive Vice President, General Counsel and Secretary or Executive Vice President and Chief Financial Officer of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 11. QUARTERLY REVIEW OF OPTION GRANTS TO EMPLOYEES OTHER THAN EXECUTIVE OFFICERS AND REPORT ON ACTIVITIES OF THE EXECUTIVE COMPENSATION COMMITTEE

Mr. Steven R. Goodbarn, Chairman of the Executive Compensation Committee, presented a report on the general activities of the Executive Compensation Committee and the Executive Compensation Committee's review of the option grants made to employees other than executive officers during the first quarter of 2010, a list of which was attached as Exhibit 12A to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, the Corporation adopted the 2009 Stock Incentive Plan (the "Plan"), which Plan provides for the grant of stock options, among other stock-based performance awards, to key employees of the Corporation and its subsidiaries;

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WHEREAS, eighty million (80,000,000) shares of Class A Common Stock, \$0.01 par value per share ("Common Stock"), of the Corporation have been reserved for issuance under the Plan;

WHEREAS, the Board of Directors has established the Executive Compensation Committee to administer the Plan;

WHEREAS, Management believes: (i) that officers and other key employees, who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value, should have a stake in the Corporation's ongoing success; and (ii) that this focuses attention on managing the Corporation as an owner with an equity position in the Corporation's business and seeks to align the officers' and key employees' interests with the long-term interests of stockholders;

WHEREAS, the Plan was adopted by the Board of Directors and approved by stockholders in recognition of Management's belief;

WHEREAS, (i) awards under the Plan follow a review of the individual employee's performance, position in the Corporation, long-term potential contribution to the Corporation and the number of options previously granted to the employee; and (ii) neither Management nor the Board of Directors assigns specific weights to these factors, although the employee's position and a subjective evaluation of his or her performance are considered most important;

WHEREAS, generally, the number of options granted to an employee reflect his or her level of responsibility, position in the Corporation and potential to contribute to the long-term success of the Corporation or otherwise achieve significant corporate goals;

WHEREAS, however, the number of options granted to specific employees are not based on any objective criteria;

WHEREAS, options are generally granted to director level and above employees, although in certain circumstances options are granted to certain other employees based on length of service or contribution to the Corporation;

WHEREAS, Charles W. Ergen, Chairman and Chief Executive Officer of the Corporation, desires to: (i) incentivize certain new employees and/or certain employees receiving promotions who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value; and/or (ii) reward certain key employees of the Corporation and its subsidiaries, in connection with their efforts during the past year, and provide them with an incentive to continue to help build the success of the Corporation, which rewards and incentives add value to the Corporation that is at least equal to

the fair market value of the shares of the Corporation's Common Stock that these employees will receive through the Plan;

WHEREAS, in the Unanimous Written Consent of the Board of Directors dated March 30, 2009, (i) the Board of Directors delegated the authority to Mr. Ergen, as Chairman of the Board of Directors, to make grants of options to purchase the Common Stock, effective at the end of each quarter, to new employees and existing employees of the Corporation or its subsidiaries who are not executive officers in connection with hiring, promotion or other recognition, as Mr. Ergen deems appropriate, without further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the Plan, and that the actions taken by Mr. Ergen in connection therewith shall be deemed approved, ratified and confirmed by the Board of Directors and the Executive Compensation Committee as of the date such action is taken; provided however, that no authority was granted to Mr. Ergen to make grants to: (a) executive officers or directors of the Corporation (executive officers of the Corporation are those persons identified as executive officers in the Corporation's annual report on Form 10-K); (b) "affiliates" of the Corporation, as such term is used in Section 16 of the Securities Exchange Act of 1934, and as interpreted by the General Counsel of the Corporation; (c) in excess of one hundred thousand (100,000) shares to an individual employee at or below the Vice President level; or (d) in excess of five hundred thousand (500,000) shares to an individual employee at or above the Senior Vice President level, without advance approval of the Compensation Committee;

WHEREAS, the Chairman has made the grant of options to purchase shares of the Corporation's Common Stock ("Options") to those employees of the Corporation and its subsidiaries who are not executive officers set forth in the list attached as Exhibit 12A to the board book for the meeting, and in such amounts as set forth opposite each employee's name on such list under the terms of the Plan and an incentive stock option agreement to be approved by the Chief Executive Officer of the Corporation; and

WHEREAS, (i) the date of grant of such Options is March 31, 2010 (the "Grant Date"); (ii) such Options vest at the rate of 20% per year, with the first 20% of such Options vesting on the date which is one year after the Grant Date and 20% thereafter on the anniversary of the Grant Date for each of the following four years; (iii) the exercise price for each share of Common Stock shall be equal to the closing price, as reported on the National Association of Securities Dealers Automated Quotation System, for shares of the Common Stock on the Grant Date, or the last business day prior to such date in the event that such date falls on a weekend or holiday; and (iv) such Options expire ten years from the Grant Date;

NOW, THEREFORE, BE IT RESOLVED, that, after due consideration, the Board of Directors hereby determines that the grant of such Options is consistent

with the authority delegated to the Chairman in the Unanimous Written Consent of the Board of Directors dated March 30, 2009.

ITEM 12. REVIEW OF INVESTMENTS

Mr. Ergen provided an update on certain investments made by the Corporation during the first quarter. A copy of the investment policy of the Corporation and a summary of the investments made by the Corporation during the first quarter were attached as Exhibit 13A to the board book for the meeting.

ITEM 13. DISCUSSION OF POTENTIAL ISSUANCE OF DEBT SECURITIES

Mr. Ergen led a discussion on the Corporation's possible issuance of new secured or unsecured high-yield debt securities including among other things, the strategic reasons for considering such a transaction and the potential use of proceeds from such a transaction. A summary of Mr. Ergen's presentation was attached as Exhibit 14A to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

Non-Convertible Securities

WHEREAS, the Board of Directors has determined that it is in the best interests of the Corporation for it (or one of its wholly-owned subsidiaries) to issue and sell up to \$2 billion aggregate principal amount of new secured or unsecured high-yield debt securities with an interest rate not to exceed 8% per annum and with the proceeds of the offering to be used for general corporate purposes; and

NOW, THEREFORE, BE IT RESOLVED, that the Corporation (or one of its wholly-owned subsidiaries) be, and it (or one of its wholly-owned subsidiaries), hereby is, authorized to issue and sell at such time and on such other terms and conditions as the Chief Executive Officer and General Counsel (each, a "proper officer" and collectively, the "proper officers") shall determine up to \$2 billion aggregate principal amount of new secured or unsecured high-yield debt securities with an interest rate not to exceed 8% per annum and with the proceeds of the offering to be used for general corporate purposes (the "Notes"); and

Convertible Securities

WHEREAS, the Board of Directors has determined that it is in the best interests of the Corporation for it (or one of its wholly-owned subsidiaries) to issue and sell up to \$1 billion aggregate principal amount of new secured or unsecured convertible debt securities with an interest rate not to exceed 3.5% per annum and a conversion premium of 25% per share of the Corporation's Class A Common Stock as of the date of such issuance, and with the proceeds of the offering to be

used for general corporate purposes; and

NOW, THEREFORE, BE IT RESOLVED, that the Corporation (or one of its wholly-owned subsidiaries) be, and it (or one of its wholly-owned subsidiaries), hereby is, authorized to issue and sell at such time and on such other terms and conditions as the Chief Executive Officer and General Counsel (each, a "proper officer" and collectively, the "proper officers") shall determine up to \$1 billion aggregate principal amount of new secured or unsecured convertible debt securities with an interest rate not to exceed 3.5% per annum and a conversion premium of 25% per share of the Corporation's Class A Common Stock as of the date of such issuance and with the proceeds of the offering to be used for general corporate purposes (the "Convertible Notes"); and

General Enabling Resolutions

RESOLVED, that the Corporation (or one of its wholly-owned subsidiaries) is hereby authorized to enter into agreements with such entities to act as initial purchasers of the Notes and/or Convertible Notes, and upon such terms and provisions, as the proper officers, or any one of them, shall in their discretion approve; and further

RESOLVED, that the proper officers be, and they hereby are, authorized to take all appropriate and customary actions as any one of them shall deem necessary or desirable in connection with the issuance of the Notes and/or Convertible Notes, including without limitations all actions necessary or desirable to consummate a registered exchange offer for the Notes and/or Convertible Notes; and further

RESOLVED, that the Corporation hereby adopts the form of any and all resolutions required by the SEC, the trustee, the depositary, the registrar, the paying agent, the notice agent, the exchange agent (each, as specified in the indenture), the DTC and any state authority, jurisdiction, institution, person or agency in connection with the issuance of the Notes and/or Convertible Notes if: (i) in the opinion of the proper officers (or any one of them) the adoption of such resolutions is necessary and desirable; and (ii) the Secretary or Assistant Secretary of the Corporation evidences such adoption by filing with the minutes of the Corporation copies of such resolutions, in which case those resolutions shall be deemed to be adopted by the Board of Directors and incorporated herein by reference with the same force and effect as if expressly contained herein; and further

RESOLVED, that the proper officers be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation (or, if applicable, one of its wholly-owned subsidiaries) and under its (or, if applicable, one of its wholly-owned subsidiaries') corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such further

agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation (or, if applicable, one of its wholly-owned subsidiaries) to accomplish the purposes and to carry out the intent of the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions (including, without limitation, any and all actions taken in furtherance of the issuance, offering and sale of the Notes and/or Convertible Notes) be, and the same hereby are, ratified and confirmed in all respects; and further

RESOLVED, that the remaining portion of the authorization from August 4, 2009 for the Corporation to issue up to \$1.5 Billion aggregate principle amount of debt securities (\$100 million remaining) be, and it hereby is, terminated.

ITEM 14. REVIEW OF CERTAIN ITEMS PREVIOUSLY APPROVED BY THE BOARD OF DIRECTORS

Mr. Dodge reviewed certain items approved by the Board of Directors year-to-date and the status of each such item, as well as certain items approved by the Board of Directors in prior years that authorized the expenditure of over \$100 million and that remain active. Mr. Dodge noted that to assist the members of the Board of Directors, a list of such items was included in the board book for the meeting.

ITEM 15. REVIEW OF SCHEDULE FOR NEXT REGULAR MEETINGS OF THE BOARD OF DIRECTORS, AUDIT COMMITTEE AND EXECUTIVE COMPENSATION COMMITTEE

Mr. Dodge reviewed the schedule for the upcoming regular meetings of the Board of Directors, Audit Committee and Executive Compensation Committee. To assist the members of the Board of Directors with their review of the dates for such meetings, calendars for each of the months from January 2010 through December 2011 were attached as Exhibit 16A to the board book for the meeting.

ITEM 16. CHAIRMAN'S REPORT

Mr. Ergen presented a report on the general state of the business of the Corporation and other matters, including, among other things, upcoming satellite launches. To assist the members of the Board of Directors with their consideration of this item, a memorandum regarding upcoming satellite launches was attached as Exhibit 17A to the board book for the meeting.

ITEM 17. APPROVAL OF ANNUAL COMPENSATION OF EXECUTIVE OFFICERS

Mr. Ergen led a discussion regarding executive compensation and after discussion no resolutions were proposed.

Termination

There being no further business to come before the meeting, the meeting was, upon motion duly made and seconded, terminated at 5:00 p.m., prevailing Mountain Time.

R. Stanton Dodge
Secretary

EXHIBIT 406

EXHIBIT 406



May 15, 2010



2008 to 2010 OE Retailers

- **2008**
 - 76 Retailers
 - 910,417 Activations
- **2009**
 - 54 Retailers
 - 975,065 Activations
- **2010**
 - 35 Retailers
 - Pacing for 1,127,265 (through April)

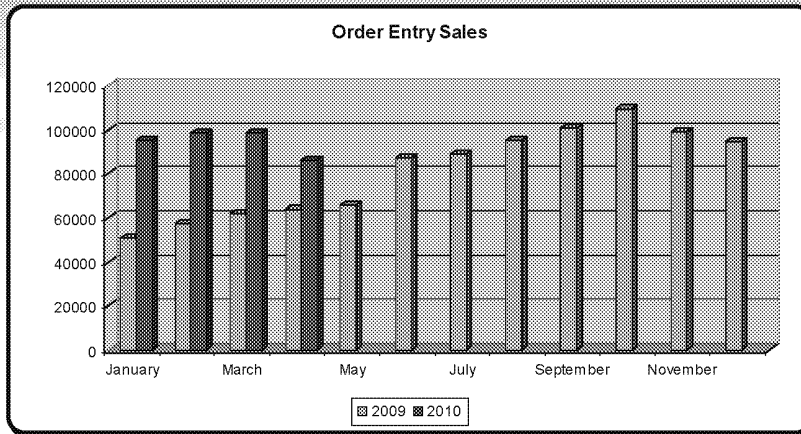


Improvements/Areas of Focus

- **2009**
 - Fraud Reduction
 - Retailer Terminations
 - Completion Rate Improvements
 - Churn Reduction
- **2010**
 - Quality Assurance Program - #1 Focus
 - Drive increased completion rates – currently 84% - Goal 90%
 - Reduce Workorder Modifications (Intern Project)
 - Reduce customer call in rate (Intern Project)
 - Drive lower churn
 - Increase overall customer satisfaction
 - More consistent marketing message across all mediums



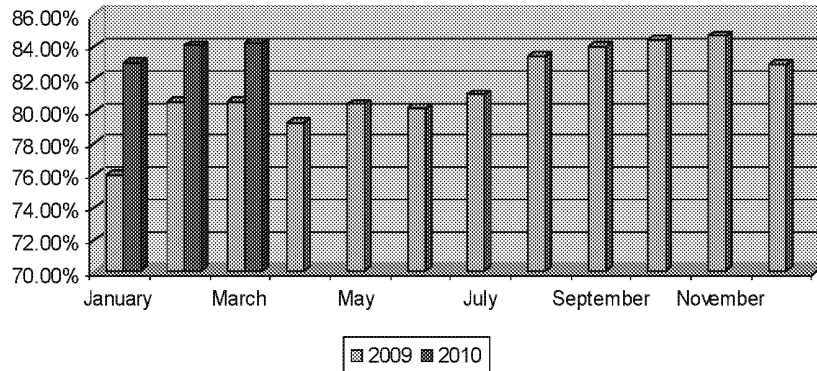
Order Entry - Sales





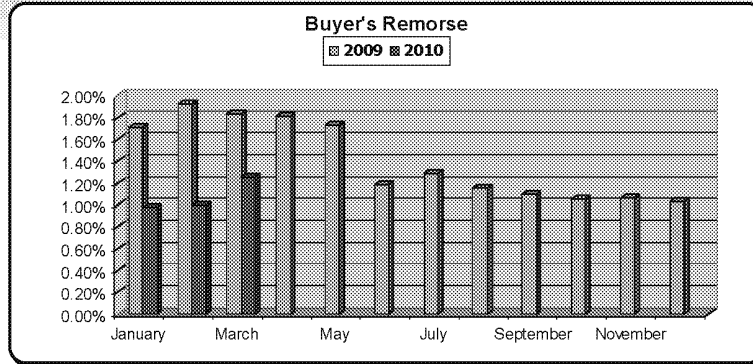
Order Entry – Installation Completion %

Order Entry - Completion Percentages





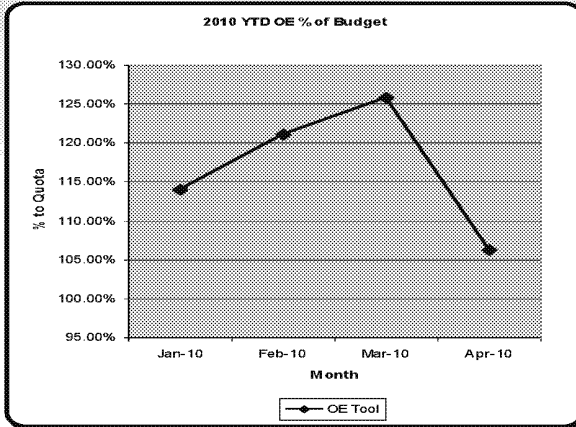
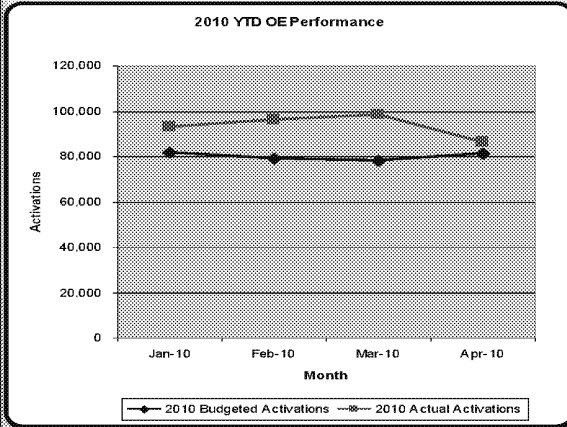
Order Entry - Buyer's Remorse





2010 OE Performance

2010 Budgeted Activations			
Jan-10	Feb-10	Mar-10	Apr-10
81,705	79,245	78,355	81,325
2010 Actual Activations			
Jan-10	Feb-10	Mar-10	Apr-10
93,191	95,991	98,561	86,401
% to Budget			
Jan-10	Feb-10	Mar-10	Apr-10
114.06%	121.13%	125.79%	106.24%



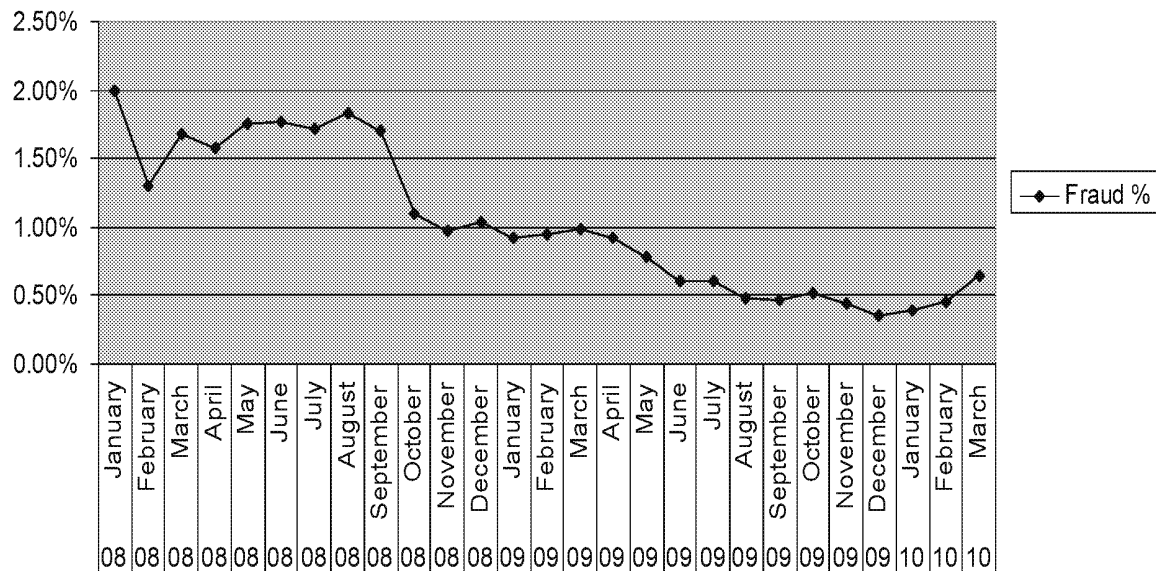


Attachment Rates

- **2010 – Through April**
 - **HD**
 - 11.99% (May MTD – 14.32%)
 - **DVR**
 - 74.29%
 - **CCA**
 - 78.31%
 - **DHA Too**
 - 13.67%
 - **Premium**
 - 61.01%



Order Entry Fraud – Duplicate Accounts





Order Entry – Escalated Consumer Complaints

Retailer Name	(4/1/2009 – 7/31/2009)		(8/1/2009 – 1/31/2010)	
	Total Complaints	Sales	Total Complaints	Sales
AEROWAVE GROUP	3	1,623	3	2,615
ALTITUDE MARKETING LLC	201	44,797	255	103,784
AMERICAN SATELLITE INC	72	16,121	40	18,537
BETTER TV INC	2	700		1,048
BRANDVEIN COMPANIES INC	7	2,849	14	7,220
CAIS ACQUISITION II LLC DBA VMC SATELLITE	32	12,514	33	20,729
CASCADE CALLWORKS INC		928		1,513
DEFENDER SECURITY	168	21,996	168	43,960
DIGITAL TV INC	6	3,148	8	5,764
DISH INSTALLATION INC	38	19,718	51	44,003
DISH ONE SATELLITE LLC		250	2	750
DISH SATELLITE TV INC	5	2,208	6	3,967
DISH TELEVISION INC DBA DISH TELEVISION INC	5	3,104	11	7,667
DISHNOW INC	2	860	1	2,411
DISHZERO LLC		26	3	1,034
EBN FINANCIAL DBA DISH SYSTEMS	22	6,176	14	13,214
GO DISH COM LTD	151	48,566	248	117,634
I DISH COM LLC DBA CLEARLINK TECHNOLOGIES	83	13,720	82	30,991
INFINITY SALES GROUP LLC	139	17,199	207	83,883
LATITUDE GROUP LLC	3	1,155		1,288
LINX SATELLITE INC		22		611
MARKETING GURU INC	124	22,281	116	41,476
METRO 25 OF DETROIT INC	8	4,396	5	7,620
MOOREHEAD COMMUNICATIONS INC	4	3,038	4	9,751
NATIONAL PROGRAMMING SERVICE LLC	14	4,801	9	12,261
NATIONAL SATELLITE SYSTEMS	48	16,251	68	29,250
PORTLAND MARKETING GROUP INC		27	6	2,463
SATELLITE COUNTRY	6	3,703	14	11,076
SATELLITE SOLUTIONS NETWORK INC	4	1,582	8	9,471
SATELLITE SYSTEMS NETWORK	2	1,135	6	2,195
STERLING COMMERCE GROUP INC	24	12,259	42	34,342
UNI SAT COMMUNICATIONS INC	8	4,849	10	10,868
Total	1,182	282,002	1,434	683,396

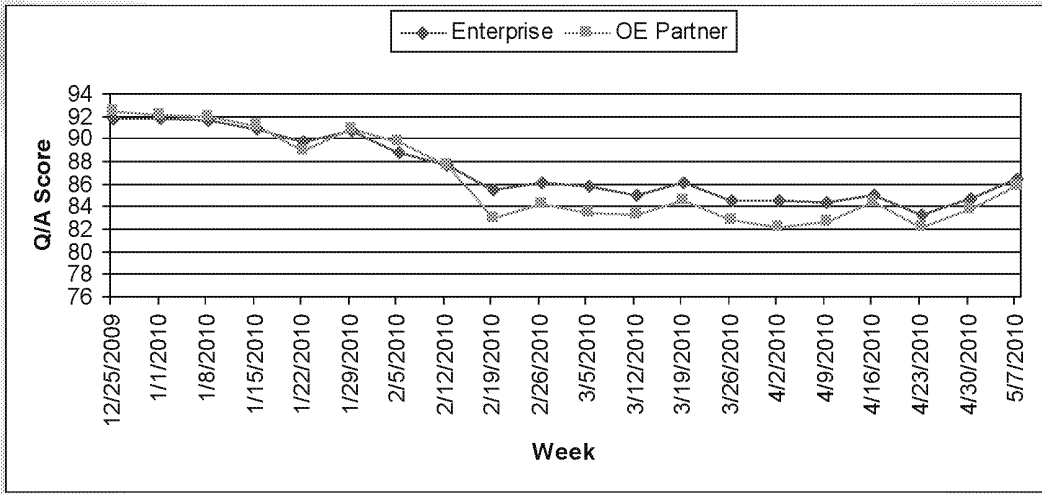


Order Entry - CRI

Retailer	P27 CRI%	P28 CRI%	Difference
PORTLAND MARKETING GROUP	N/A	0.40%	N/A
DRESHERY INCORPORATED	0.72%	0.63%	-0.10%
CASCADE CALLWORKS INC	0.84%	0.85%	0.01%
BETTER TV INC	0.69%	0.86%	0.17%
ORBIT SALES	0.90%	0.89%	-0.01%
SATELLITE SYSTEMS NETWORK	1.03%	1.09%	0.06%
STERLING COMMERCE GROUP INC	1.35%	1.10%	-0.26%
TELESERVICES	1.19%	1.12%	-0.07%
MOOREHEAD COMMUNICATIONS	1.52%	1.23%	-0.30%
SATELLITE SOLUTIONS NETWORK INC	2.19%	1.29%	-0.90%
ALTITUDE MARKETING LLC	1.32%	1.31%	-0.02%
CHANNEL CHOICE	1.22%	1.32%	0.10%
HD SATELLITE SALES	N/A	1.32%	N/A
DEFENDER	1.68%	1.40%	-0.28%
INFINITY SALES GROUP LLC	1.61%	1.42%	-0.19%
EBN FINANCIAL DBA DISH SYSTEMS	1.63%	1.42%	-0.21%
UNI SAT COMMUNICATIONS	1.74%	1.44%	-0.30%
GO DISH COM LTD	1.49%	1.53%	0.04%
NATIONAL SATELLITE SYSTEMS	1.84%	1.64%	-0.20%
SATELLITE COUNTRY	1.72%	1.67%	-0.05%
AEROWAVE GROUP	1.77%	1.71%	-0.06%
DISH SATELLITE TV INC	2.05%	1.75%	-0.29%
NATIONAL PROGRAMMING SERVICE LLC	1.85%	1.85%	0.00%
DISHZERO	N/A	1.85%	N/A
DISH NORTH AMERICA INC	1.58%	1.86%	0.28%
I DISH COM LLC	2.39%	1.92%	-0.47%
BRANDVEIN COMPANIES INC	2.13%	2.00%	-0.13%
METRO 25 OF DETROIT INC	2.60%	2.05%	-0.54%
LATITUDE	N/A	2.20%	N/A
VMC SATELLITE	2.46%	2.29%	-0.16%
DIGITAL TV INC	3.47%	2.56%	-0.91%
MARKETING GURU INC	2.65%	2.69%	0.04%
DISH INSTALLATION INC	3.45%	3.47%	0.03%
ESE MARKETING	N/A	N/A	N/A



Quality Assurance (Q/A)





Additional Slide Ideas

- **Overview of the OE Rate Card – Incentive for Quality**

EXHIBIT 407

EXHIBIT 407

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Message

From: Ahmed, Amir [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=AMIR.AHMED]
Sent: 6/20/2010 1:47:22 AM
To: Cullen, Thomas [thomas.cullen@dishnetwork.com]; DeFranco, Jim [jim.defranco@dishnetwork.com]
Subject: FW: National Satellite and DISH Pronto

From: Ergen, Charlie
Sent: Saturday, June 19, 2010 11:13 PM
To: Ahmed, Amir
Subject: RE: National Satellite and DISH Pronto

ok..wish i had known we had these issues before i met with him...these guys are smart but not aligned with our long term goals, but if we could align them , they would be very helpful.

C

From: Ahmed, Amir
Sent: Friday, June 18, 2010 11:45 AM
To: Ergen, Charlie
Subject: National Satellite and DISH Pronto

I heard that Kobi accompanied Trimarco during their meeting with you on the 15th. Unfortunatley, this is the conversation I had with Kobi this morning.

This is going to be a short call. I want to make sure everyone on the call this morning understands the reason for the call with Kobi and National Satellite. Unfortunately, we have had these types of conversations on numerous occasions in the past and as recently as over a week ago with Brian Neylon and Kobi in Denver.

So, this is going to be the final warning to you Kobi. If we find one more misleading advertisement on DISH, one more complaint from consumer on misrepresentation, it will be grounds for termination, no exception.

I'm tired of misleading advertisements about DISH Network from National Satellite and it's affiliates. I'm tired of excuses made from you Kobi over the past year. I'm tied of you Kobi blaming others of all the mistakes. I'm tired of out team repeatedly having to babysit National Satellite and all their advertising and all their sites.

Kobi, you need to listened to your sales people in your outsource call center in India, it's some of he worst sales calls we have today with any OE partner.

National Satellite and Dish Pronto are 5X over the next OE retailer in TCPA complaints. As of yesterday, there were affiliate sites with expired promotions, with misleading information about dish network. This is not my responsibility or anyone else's on my team to continue monitoring, this is your responsibility to monitor and provide correct information on DISH.

Now, as it relates to ESPN3D advertising that we found on your sites, its the typical example of blaming others for stupidity. You blamed the Christian Science Monitor for their article which apparently according to you is the voice to announce programming launches for DISH Network, especially something as big as ESPN3D. There has been no announcement on ESPN3D from DISH, no announcement at Team Summit, no announcement on a retailer chat, no announcement from ESPN, no mention of the channel launch from any retailer, no mention from your account manager, no mention of it from any dish executive, no press announcements, no facts blast or important notice from dish, no

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Confidential/

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TX 102-009250

CONFIDENTIAL

advertising from dish marketing to promote it especially during a high profile world cup promotion, but Kobi is going to justify using the Christian Science Monitor article as the reason to advertise ESPN3D availability from DISH.

So, I'm going to make it clear for the last time. If we find one more misleading advertisement on DISH from National Satellite Dish Pronto site, a misleading advertisement on DISH from National Satellite affiliates, moving forward, it will be grounds for termination and there will be no discussions about it.

In addition, I do not want to hear about bidding on DISH Network key word, it's a privilege to be a Dish retailer and National Satellite has abused that privilege.

Lastly, I'm here to do business with retailers that are ethical, that are DISH partners and that want to grow their business with DISH in an honest ethical way. So, again, this is last warning, one more misleading ad and the account will be terminated.

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SLC_ DNC_Investigation_0001088

TX 102-009251

EXHIBIT 408

EXHIBIT 408

JA009990
008811

TX 102-009252

From: Blum, Jeffrey <Jeffrey.Blum@dishnetwork.com>
Sent: Thursday, July 8, 2010 6:29 PM
To: Kitei, Brett <Brett.Kitei@dishnetwork.com>; Berridge, Kimberly <Kimberly.Berridge@dishnetwork.com>
Subject: RE: Certification Report

good job

From: Kitei, Brett
Sent: Thursday, July 08, 2010 4:40 PM
To: Blum, Jeffrey; Berridge, Kimberly
Subject: FW: Certification Report

FYI -

Brett J. Kitei
Corporate Counsel | DISH Network L.L.C.
(303) 723-2290 [p] | (720) 514-8479 [f] | brett.kitei@dishnetwork.com

PRIVILEGED ATTORNEY/CLIENT, ATTORNEY WORK PRODUCT OR CONFIDENTIAL TRANSMITTAL
This transmittal may contain privileged and confidential information and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmittal, you are hereby notified that any distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please delete this e-mail immediately and notify Brett Kitei at (303) 723-2290 or by return e-mail.

From: Ken Sponsler [mailto:ksponsler@compliancepoint.com]
Sent: Thursday, July 08, 2010 2:37 PM
To: Kitei, Brett
Cc: Alysa Zeltzer Hutnik (AHutnik@KelleyDrye.com)
Subject: Certification Report

Brett,

Please see the attached telemarketing and Do Not Call certification report. I would like to thank you and Bob Davis for providing our staff with full cooperation and for opening all the doors to this process. We have seen firsthand that DISH is taking compliance very seriously and has made significant investments in technology and personnel.

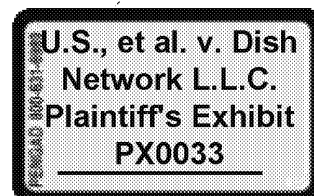
Please reach me with any comments or concerns.

Best regards,

Ken Sponsler, CIPP, PMP
Vice President and General Manager



Office: 770 255-1020
Direct: 770 255-1094
Conference: 678 252-1076
Mobile: 770 363-7149
www.compliancepoint.com



HIGHLY CONFIDENTIAL
PRODUCED OVER DEFENDANT'S PRIVILEGE DESIGNATION UNDER COURT ORDER

DISH8-0004564

PX0033-001

DishNetwork-FTC-0020013

JA009991
008812

SLC_ DNC_Investigation_0011971

TX 102-009253



This e-mail is not to be construed as legal advice nor should it be used as a substitute for legal counsel. Please seek the opinion of your attorney regarding matters of law.

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PRODUCED OVER DEFENDANT'S PRIVILEGE DESIGNATION UNDER COURT ORDER

DISH8-0004565

PX0033-002

DishNetwork-FTC-0020014
JA009992
008813

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TX 102-009254



July 8, 2010

Re: DISH Network Corporate Telemarketing Compliance Certification

Background

On May 3-4, 2010, CompliancePoint, Inc performed a telemarketing and Do Not Call compliance assessment of DISH Network's current operational, technical and business processes at the direction of the law firm Kelley Drye & Warren, LLP. The assessment included interviews with DISH employees and managers as well as reviews of available documents and data. The purpose of the assessment was to determine if DISH Network was meeting US federal and state telemarketing and Do Not Call compliance requirements.

In addition to interviews, CompliancePoint was able to review onsite processes as well as compliance related documents and data sources available through DISH Network's compliance technology partner, PossibleNOW.

About CompliancePoint, Inc

CompliancePoint, Inc is a wholly owned subsidiary of PossibleNOW, Inc, the leading provider of consumer privacy preference compliance technology products and services. CompliancePoint has conducted dozens of consumer privacy preference compliance assessments, audits and validations. The company currently monitors compliance of dozens of call centers on behalf of sellers that employ their services. CompliancePoint also performs calling data compliance audits that help sellers ensure outbound calls were compliant at the time of dial. Our staff is comprised of Certified Information Privacy Professionals and Certified American Teleservices Association Self Regulatory Organization auditors, with extensive experience in federal and state telemarketing and Do Not Call regulatory and operational requirements. Members of our staff are frequent speakers at industry events.

Discussion

CompliancePoint assessed the following general compliance areas:

- **DNC Suppression** – ensures that the telemarketer has a sound process to suppress all DNC numbers from federal, state, internal and wireless DNC lists if applicable.
- **Company-specific Internal DNC list** – ensures that the telemarketer employs a process to collect and honor consumer DNC requests for internal as well as any third party service bureaus within 30 days of request.
- **DNC Policy** – ensures that the telemarketer possesses and abides by an appropriate DNC Policy and maintains the capability to send out a consumer version upon request, and maintains applicable records of related activities.
- **Training** – ensures that the telemarketer trains its agents as well as any third parties on the telemarketing rules, their DNC Policy and maintains records of such training in accordance with federal and state requirements.
- **Written Compliance Guidelines** – ensures that the telemarketer has documented processes to comply with the federal and state DNC requirements including all relevant areas of the regulations.
- **Telemarketer Registration** – ensures that the telemarketer has registered in all the applicable states that would require telemarketer registration and has valid exemptions in the states that registration has not been completed.

Prepared at the Direction of Counsel–Kelley Drye & Warren, LLP

1

Confidential - U.S. v. DISH

DISH11-020903

PX0033-003

**DishNetwork-FTC-0020015
JA009993**

**SLC_ DNC_ Investigation_0011973
TX 102-009255**

Privileged and Confidential Attorney-Client Work Product

- **Record Keeping** – ensures that the telemarketer maintains all applicable records in accordance with federal and state regulations.
- **Scripting Disclosures** – ensures that the telemarketer's scripts include all applicable federal and state scripting disclosures such as permission to continue, immediate disconnect and state specific rules and that agents verbalize these disclosures during outbound calls.
- **DNC Exemption Compliance** – ensures that the telemarketer is managing DNC exemption criteria in accordance with federal and state requirements.
- **Calling Time Restrictions** – ensures that the telemarketer is adhering to federal and more restrictive state calling time and holiday restrictions.
- **Compliance Monitoring and Enforcement** – verifies that the telemarketer has implemented sufficient monitoring and enforcement policies and procedures to ensure compliance with company, federal and state requirements.
- **Call Abandonment Rate Compliance** – verifies that the telemarketer is complying with the federal call abandonment rate safe harbor provisions.
- **Caller ID Compliance** – ensures that the telemarketer is displaying the appropriate caller ID name and number on all outbound calls.
- **Other Compliance Areas** – verifies the telemarketer is complying with federal and state requirements relative to their specific telemarketing activities including two party consent rules, appropriate use of prerecorded messages, novel payment method rules, free to pay, debt collection rules etc.

Findings

Our findings indicate that DISH Network has employed sufficient policies, procedures and processes to ensure compliance with relevant federal and state telemarketing rules. The company has employed a compliance department staff at the corporate level that oversees campaign compliance including scripting reviews, campaign life cycle management, DNC suppression and third party monitoring and oversight. Managers at lower levels are directed to enforce compliance mandates and procedures.

Customer concerns, including DNC complaints are elevated to the Executive Response Team (ERT) for immediate resolution. An escalation plan is effectively managed at all levels to ensure DISH remains aware of compliance anomalies should they occur.

The vast majority of DISH Network's telesales are through inbound calls. Our audit reveals that DISH Network has subscribed to and suppresses against all relevant DNC lists in accordance with federal and state requirements. An audit of DISH Network's current SAN reveals a current subscription to all available area codes. DISH Network accesses their version of the National Registry on a daily basis through their affiliation with their compliance suppression provider, PossibleNOW, Inc.

All outbound campaigns undergo a two-part suppression process utilizing PossibleNOW's services as well as internal suppression technology. An audit of the suppression parameters being employed indicates compliance with all federal and state DNC and exemption criteria. Outbound campaign files used internally as well as distributed to third party vendors are active for only 15 days. At the conclusion of the 15 day life cycle, campaign files are purged from the dialers and re-suppressed to ensure compliance with DNC requirements. DISH Network performs all DNC suppression processes prior to sending campaign files for outbound dial to third party telemarketers.

Consumer DNC requests are entered directly into the dialer system by agents resulting in suppression from further calls by the following day. DISH provides an intranet solution (CC Web) to enable third party agents to input and access company-specific DNC information. Inbound as well as outbound agents have access to CC Web. Our audit reveals that DISH Network's processes to accept and honor a consumer's request not to be called will not exceed 15 days maximum from the date of request. Agents are able to send consumers a version of the DISH DNC Policy upon request through the CC Web interface.

Agents are trained on federal and state specific scripting requirements as well as the DISH DNC Policies. Dialer technology employed by DISH and their third party telemarketers support compliance with state specific scripting disclosures as well as call time restrictions.

Prepared at the Direction of Counsel—Kelley Drye & Warren, LLP

2

Confidential - U.S. v. DISH

DISH11-020904

PX0033-004

DishNetwork-FTC-0020016
JA009994
008815

SLC_DNC_Investigation_0011974

TX 102-009256

Privileged and Confidential Attorney-Client Work Product

Call abandonment rate compliance is monitored by the DISH compliance staff on a weekly basis. Third party telemarketers are required to submit weekly call abandonment reports as well. Our audit indicates that call abandonment rates average less than 2% overall. Call abandonment is calculated by the total number of abandoned calls divided by the total number of calls answered by a live person per campaign per 30 day period. Reports of compliance are maintained as required.

Our audit reveals that DISH Network ensures compliance with federal and state EBR allowances by capturing a consumer's inquiry date for inquiry exemptions and last payment date for transaction exemptions. A review of the EBR suppression tables used by DISH reveals full compliance with federal and more restrictive state exemption rules relevant to each campaign type.

Dial attempts per consumer are limited to six attempts per campaign life cycle (15 days). The consumer's number is automatically removed from the dialer after the six attempts have been made.

DISH Network and its two third party telemarketers display a toll free number Caller ID on every outbound dial. Telephone service provider technology does not currently allow the display of a name. Consumers calling the toll free number reach DISH Network's IVR system where DNC requests may be accepted and processed in accordance with procedures described earlier. The IVR is active 24 hours per day.

Our audit reveals that DISH Network is registered as a telemarketer in states that require registration with two pending approvals in Maine and New Jersey.

Telemarketing agents are monitored for compliance by supervisors randomly. DISH requires that each agent's calls are monitored for quality and compliance minimally twice per month. Reports of call monitoring are maintained. Agent non-conformance is reported to supervisors for enforcement action which includes counseling, retraining or dismissal.

Corporate compliance monitoring is accomplished through periodic report requirements, agent monitoring and QA activities. Records appear to be maintained in accordance with requirements.

Recommendations

Our audit of DISH Network's compliance processes, procedures and policies indicates full compliance with relevant federal and state DNC and telemarketing requirements. The company has employed a compliance and legal review capability that manages the campaign life cycle in accordance with requirements. Third parties are monitored and are required to submit periodic reports of compliance. DISH appears to be exerting sufficient procedures to remain in full compliance and contractually obligates third parties to comply as well.

In our opinion, DISH Network could benefit from bolstering its written policies documentation to more accurately reflect its actual due diligence efforts.

PX0033-005

DishNetwork-FTC-0020017
JA009995
008816

EXHIBIT 409

EXHIBIT 409

JA009996
008817

TX 102-009258



July 8, 2010

Re: DISH Network Corporate Telemarketing Compliance Certification

Background

On May 3-4, 2010, CompliancePoint, Inc performed a telemarketing and Do Not Call compliance assessment of DISH Network's current operational, technical and business processes at the direction of the law firm Kelley Drye & Warren, LLP. The assessment included interviews with DISH employees and managers as well as reviews of available documents and data. The purpose of the assessment was to determine if DISH Network was meeting US federal and state telemarketing and Do Not Call compliance requirements.

In addition to interviews, CompliancePoint was able to review onsite processes as well as compliance related documents and data sources available through DISH Network's compliance technology partner, PossibleNOW.

About CompliancePoint, Inc

CompliancePoint, Inc is a wholly owned subsidiary of PossibleNOW, Inc, the leading provider of consumer privacy preference compliance technology products and services. CompliancePoint has conducted dozens of consumer privacy preference compliance assessments, audits and validations. The company currently monitors compliance of dozens of call centers on behalf of sellers that employ their services. CompliancePoint also performs calling data compliance audits that help sellers ensure outbound calls were compliant at the time of dial. Our staff is comprised of Certified Information Privacy Professionals and Certified American Teleservices Association Self Regulatory Organization auditors, with extensive experience in federal and state telemarketing and Do Not Call regulatory and operational requirements. Members of our staff are frequent speakers at industry events.

Discussion

CompliancePoint assessed the following general compliance areas:

- **DNC Suppression** – ensures that the telemarketer has a sound process to suppress all DNC numbers from federal, state, internal and wireless DNC lists if applicable.
- **Company-specific Internal DNC list** – ensures that the telemarketer employs a process to collect and honor consumer DNC requests for internal as well as any third party service bureaus within 30 days of request.
- **DNC Policy** – ensures that the telemarketer possesses and abides by an appropriate DNC Policy and maintains the capability to send out a consumer version upon request, and maintains applicable records of related activities.
- **Training** – ensures that the telemarketer trains its agents as well as any third parties on the telemarketing rules, their DNC Policy and maintains records of such training in accordance with federal and state requirements.
- **Written Compliance Guidelines** – ensures that the telemarketer has documented processes to comply with the federal and state DNC requirements including all relevant areas of the regulations.
- **Telemarketer Registration** – ensures that the telemarketer has registered in all the applicable states that would require telemarketer registration and has valid exemptions in the states that registration has not been completed.

- **Record Keeping** – ensures that the telemarketer maintains all applicable records in accordance with federal and state regulations.
- **Scripting Disclosures** – ensures that the telemarketer's scripts include all applicable federal and state scripting disclosures such as permission to continue, immediate disconnect and state specific rules and that agents verbalize these disclosures during outbound calls.
- **DNC Exemption Compliance** – ensures that the telemarketer is managing DNC exemption criteria in accordance with federal and state requirements.
- **Calling Time Restrictions** – ensures that the telemarketer is adhering to federal and more restrictive state calling time and holiday restrictions.
- **Compliance Monitoring and Enforcement** – verifies that the telemarketer has implemented sufficient monitoring and enforcement policies and procedures to ensure compliance with company, federal and state requirements.
- **Call Abandonment Rate Compliance** – verifies that the telemarketer is complying with the federal call abandonment rate safe harbor provisions.
- **Caller ID Compliance** – ensures that the telemarketer is displaying the appropriate caller ID name and number on all outbound calls.
- **Other Compliance Areas** – verifies the telemarketer is complying with federal and state requirements relative to their specific telemarketing activities including two party consent rules, appropriate use of prerecorded messages, novel payment method rules, free to pay, debt collection rules etc.

Findings

Our findings indicate that DISH Network has employed sufficient policies, procedures and processes to ensure compliance with relevant federal and state telemarketing rules. The company has employed a compliance department staff at the corporate level that oversees campaign compliance including scripting reviews, campaign life cycle management, DNC suppression and third party monitoring and oversight. Managers at lower levels are directed to enforce compliance mandates and procedures.

Customer concerns, including DNC complaints are elevated to the Executive Response Team (ERT) for immediate resolution. An escalation plan is effectively managed at all levels to ensure DISH remains aware of compliance anomalies should they occur.

The vast majority of DISH Network's telesales are through inbound calls. Our audit reveals that DISH Network has subscribed to and suppresses against all relevant DNC lists in accordance with federal and state requirements. An audit of DISH Network's current SAN reveals a current subscription to all available area codes. DISH Network accesses their version of the National Registry on a daily basis through their affiliation with their compliance suppression provider, PossibleNOW, Inc.

All outbound campaigns undergo a two-part suppression process utilizing PossibleNOW's services as well as internal suppression technology. An audit of the suppression parameters being employed indicates compliance with all federal and state DNC and exemption criteria. Outbound campaign files used internally as well as distributed to third party vendors are active for only 15 days. At the conclusion of the 15 day life cycle, campaign files are purged from the dialers and re-suppressed to ensure compliance with DNC requirements. DISH Network performs all DNC suppression processes prior to sending campaign files for outbound dial to third party telemarketers.

Consumer DNC requests are entered directly into the dialer system by agents resulting in suppression from further calls by the following day. DISH provides an intranet solution (CC Web) to enable third party agents to input and access company-specific DNC information. Inbound as well as outbound agents have access to CC Web. Our audit reveals that DISH Network's processes to accept and honor a consumer's request not to be called will not exceed 15 days maximum from the date of request. Agents are able to send consumers a version of the DISH DNC Policy upon request through the CC Web interface.

Agents are trained on federal and state specific scripting requirements as well as the DISH DNC Policies. Dialer technology employed by DISH and their third party telemarketers support compliance with state specific scripting disclosures as well as call time restrictions.

Call abandonment rate compliance is monitored by the DISH compliance staff on a weekly basis. Third party telemarketers are required to submit weekly call abandonment reports as well. Our audit indicates that call abandonment rates average less than 2% overall. Call abandonment is calculated by the total number of abandoned calls divided by the total number of calls answered by a live person per campaign per 30 day period. Reports of compliance are maintained as required.

Our audit reveals that DISH Network ensures compliance with federal and state EBR allowances by capturing a consumer's inquiry date for inquiry exemptions and last payment date for transaction exemptions. A review of the EBR suppression tables used by DISH reveals full compliance with federal and more restrictive state exemption rules relevant to each campaign type.

Dial attempts per consumer are limited to six attempts per campaign life cycle (15 days). The consumer's number is automatically removed from the dialer after the six attempts have been made.

DISH Network and its two third party telemarketers display a toll free number Caller ID on every outbound dial. Telephone service provider technology does not currently allow the display of a name. Consumers calling the toll free number reach DISH Network's IVR system where DNC requests may be accepted and processed in accordance with procedures described earlier. The IVR is active 24 hours per day.

Our audit reveals that DISH Network is registered as a telemarketer in states that require registration with two pending approvals in Maine and New Jersey.

Telemarketing agents are monitored for compliance by supervisors randomly. DISH requires that each agent's calls are monitored for quality and compliance minimally twice per month. Reports of call monitoring are maintained. Agent non-conformance is reported to supervisors for enforcement action which includes counseling, retraining or dismissal.

Corporate compliance monitoring is accomplished through periodic report requirements, agent monitoring and QA activities. Records appear to be maintained in accordance with requirements.

Recommendations

Our audit of DISH Network's compliance processes, procedures and policies indicates full compliance with relevant federal and state DNC and telemarketing requirements. The company has employed a compliance and legal review capability that manages the campaign life cycle in accordance with requirements. Third parties are monitored and are required to submit periodic reports of compliance. DISH appears to be exerting sufficient procedures to remain in full compliance and contractually obligates third parties to comply as well.

In our opinion, DISH Network could benefit from bolstering its written policies documentation to more accurately reflect its actual due diligence efforts.

EXHIBIT 410

EXHIBIT 410

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TX 102-009262

Message

From: Kitei, Brett [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=BRETT.KITTEI]
Sent: 7/8/2010 4:41:22 PM
To: Davis, Bob [bob.davis@dishnetwork.com]; Montano, Joey [joey.montano@dishnetwork.com]; Dexter, Amy [amy.dexter@dishnetwork.com]; Musso, Reji [reji.musso@dishnetwork.com]
CC: Berridge, Kimberly [kimberly.berridge@dishnetwork.com]
Subject: No Subject-19.EML

We just received the certification from Compliance Point. Thank you all for your efforts!!

Brett J. Kitei

Corporate Counsel | DISH Network L.L.C.
(303) 723-2290 [p] | (720) 514-8479 [f] | brett.kitei@dishnetwork.com

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This transmittal may contain privileged and confidential information and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmittal, you are hereby notified that any distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please delete this e-mail immediately and notify Brett Kitei at (303) 723-2290 or by return e-mail.

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TX 102-009263

EXHIBIT 411

EXHIBIT 411

CONFIDENTIAL

DISH NETWORK CORPORATION

Regular Meeting of the Board of Directors

August 3, 2010

The regular meeting of the board of directors (the "Board of Directors") of DISH Network Corporation (the "Corporation"), was held on August 3, 2010 at 1:30 p.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The following members of the Board of Directors participated:

Charles W. Ergen
Cantey M. Ergen
James DeFranco
Carl E. Vogel
Steven R. Goodbarn
Tom A. Ortolf
Gary S. Howard

David K. Moskowitz did not attend the meeting. Also participating at various times during the meeting at the invitation of the Chairman of the Board of Directors were: R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation and Brandon Ehrhart, Vice President, Associate General Counsel and Assistant Secretary of the Corporation.

Call to Order

Mr. Charles W. Ergen, President and Chief Executive Officer of the Corporation and Chairman of the Board of Directors, called the meeting to order and presided. Mr. Dodge acted as Secretary of the meeting.

Notice and Quorum

The Chairman advised that, as each member of the Board of Directors had waived any and all notices that may have been required to be given with respect to a regular meeting of the Board of Directors and a quorum was present, the meeting was properly convened.

Discussion Matters

ITEM 1. APPROVAL OF MINUTES AND SIGNING OF CONSENTS

Mr. Dodge explained that draft minutes of the Annual Meeting of the Board of Directors held on May 3, 2010 were attached as Exhibit 1A to the board book for the meeting.

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After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Annual Meeting of the Board of Directors held on May 3, 2010, in substantially the form attached as Exhibit 1A to the board book for the meeting be, and they hereby are, approved, ratified and confirmed in all respects.

ITEM 2. REG. S-K ITEM 404 "RELATED PERSON" TRANSACTIONS

Mr. Dodge reviewed certain new potential SEC Reg. S-K, Item 404 "Related Person" transactions, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions, as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction in which the amount involved exceeded \$5,000,000; (ii) related-party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which in the judgment of the Board of Directors should reasonably be considered sensitive.

Mr. Dodge led a discussion regarding the Corporation's related party transaction policy (which includes a delegation of authority to management for certain related party transactions between EchoStar Corporation ("SATS") and the Corporation) (the "Related Party Transaction Policy") as described in the Related Party Transaction Policy distributed at the meeting and attached hereto as Exhibit A.

Mr. Dodge then explained that the Corporation and/or its subsidiaries are considering amending or entering into the following agreements with SATS and/or its subsidiaries: (i) an agreement pursuant to which the Corporation will purchase Sling Extender place shifting devices from SATS; (ii) a settlement agreement with Western Digital Technologies, Inc. ("WDTI") relating to certain hard drives purchased by SATS and the Corporation from WDTI; (iii) exercise of DISH's unilateral right to extend the duration of the commercial lease agreements between SATS and DISH Network L.L.C. ("DNLLC"), a wholly owned subsidiary of the Corporation, for the leases covering the properties located at: (x) 9601 S. Meridian Blvd.; and (y) 5701 S. Santa Fe Drive, upon the same terms and conditions and at the current market rate (which rate will be brought before the Board of Directors for approval at the November meeting); and (iv) exercise of DISH's unilateral right to extend the duration of the Telemetry, Tracking and Control Services Agreement dated December 31, 2007 upon the same terms and conditions, the terms and conditions of which were more fully described in the spreadsheet and memorandum attached as Exhibits 2A and 2B, respectively, to the board book for the meeting, and the memorandum distributed prior to the meeting (collectively, the "SATS Transactions").

Mr. Dodge further explained that the Corporation is proposing to make a charitable donation to Miracles on Ice, a charitable organization founded by Mr. Gary Howard, consisting of \$2,500 for general purposes plus a satellite receiver complete with installation and 12 months of pre-paid programming to be a prize in a raffle to be conducted by Miracles on Ice (the "Howard Transaction").

Mr. Dodge further explained that Summit Capital LLC, an entity controlled by Mr. Charles W. Ergen, is proposing to sublease approximately 1,100 square feet of office space at 5701 S. Santa Fe Drive with the cost of such sublease to be: (i) the same amount per square foot that the Corporation pays to SATS pursuant to that certain commercial lease agreement for 5701 S. Santa Fe Drive; and (ii) a maintenance fee allocated based on the pro rata percentage of space occupied by Summit Capital LLC (the "Ergen Transaction").

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted (with Mr. Howard abstaining with respect to the Howard Transaction and Mr. Ergen and Mrs. Ergen abstaining with respect to the Ergen Transaction):

WHEREAS, the SATS Transactions, the Howard Transaction and the Ergen Transaction may potentially be considered related party transactions under SEC Regulation S-K, Item 404, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions and therefore, out of an abundance of caution, the Board of Directors has been asked to review such transactions; and

Related Party Transaction Policy

NOW, THEREFORE, BE IT RESOLVED, that, after due deliberation, the Board of Directors hereby determines that adoption of the Related Party Transaction Policy is in the best interests of the Corporation, and therefore, the Board of Directors hereby approves, ratifies and adopts the Related Party Transaction Policy in the form distributed at the meeting and attached hereto as Exhibit A;

SATS Transactions

WHEREAS, (a) management, those members of the Board of Directors who are not also members of the Board of Directors of SATS, Mr. James DeFranco, Mr. Carl E. Vogel, Mr. Steven R. Goodbarn and Mr. Gary S. Howard, and the Audit Committee have found, and recommended that the Board of Directors find, that the SATS Transactions are fair to the Corporation and its subsidiaries; and (b) Messrs. DeFranco, Vogel, Goodbarn and Howard, and the Audit Committee have approved, and recommended that the Board of Directors approve, the SATS Transactions on substantially the same terms and conditions described in the spreadsheet and memorandum attached as Exhibits 2A and 2B, respectively, to the board book for the meeting and the memorandum distributed prior to the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers"), or any one of them, shall in their discretion approve;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of management, Messrs.

DeFranco, Vogel, Goodbarn and Howard and the Audit Committee regarding the SATS Transactions; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation and other members of management, and upon such other inquiries and other matters as are deemed appropriate or relevant by the Board of Directors, the Board of Directors hereby finds that the SATS Transactions are fair to the Corporation and its subsidiaries; and further

RESOLVED, (a) that the SATS Transactions be, and they hereby are, approved on substantially the same terms and conditions described in the spreadsheet and memorandum attached as Exhibits 2A and 2B, respectively, to the board book for the meeting and the memorandum distributed prior to the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the proper officers, or any one of them, shall in their discretion approve; and (b) that the consummation of such transactions by any proper officer, with such non-material modifications, changes, or amendments to the terms and conditions of the SATS Transactions as any proper officer shall approve, shall constitute conclusive evidence that such transactions have been approved hereby; and further

Howard Transaction

WHEREAS, management desires to engage in the Howard Transaction; and

WHEREAS, Gary S. Howard, a member of the Board of Directors, was the founder of Miracles on Ice and sits on the board of directors of the Miracles on Ice charitable organization, and therefore it is advisable for the independent directors to review and approve the proposed recipient of such donation, due to the potential conflict of interest;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby determines that, although the Board of Directors has been advised of and recognizes the potential appearance of a conflict of interest, that the proposed Howard Transaction is an arm's length transaction based on prior discussions with management; and further

Ergen Transaction

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the Ergen Transaction is fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the Ergen Transaction; and (c) the Audit Committee authorized,

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ratified and adopted, and recommended that the Board of Directors authorize, ratify and adopt, in all respects the Ergen Transaction;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the Ergen Transaction is fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the Ergen Transaction; and further

RESOLVED, that the Board of Directors hereby authorizes, ratifies and adopts in all respects the Ergen Transaction; and further

RESOLVED, that, for so long as Mr. Ergen and/or Mrs. Ergen is a member of the Board of Directors of Summit Capital LLC or retains a significant financial stake in Summit Capital LLC, Mr. Ergen and Mrs. Ergen shall recuse themselves from any matters presented to the Corporation that directly or indirectly involve Summit Capital LLC; and further

General Enabling Resolutions

RESOLVED, that the proper officers of the Corporation and its subsidiaries be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 3. LITIGATION UPDATE

Mr. Dodge, in his capacity as General Counsel of the Corporation, presented a report on the status of the significant litigation in which the Corporation and/or its affiliates are presently involved. Mr. Dodge explained that his report and any ensuing discussions were subject to the attorney/client and work product privileges.

ITEM 4. APPROVAL OF FORM AND FILING OF QUARTERLY REPORT ON FORM 10-Q AND REPORT ON ACTIVITIES OF AUDIT COMMITTEE

Mr. Tom A. Ortolf, Chairman of the Audit Committee, presented a report on the general activities of the Audit Committee and the Audit Committee's review of the Corporation's financial statements and Form 10-Q for the quarter ended June 30, 2010.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted, subject to incorporation of the comments received at the Audit Committee meeting held earlier:

WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by August 9, 2010, a Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 (the "Form 10-Q");

WHEREAS, a draft of the Form 10-Q proposed to be filed with the Commission was attached as Exhibit 4A to the board book for the meeting (the "Draft Form 10-Q"), and each member of the Board of Directors has read the Draft Form 10-Q and has provided all comments and responses they deem necessary and appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

WHEREAS, the Draft Form 10-Q contains quarter-end financial statements of the Corporation that were reviewed by KPMG;

WHEREAS, management has recommended that the Audit Committee and the Board of Directors approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and

WHEREAS, the Audit Committee has (a) approved, ratified and confirmed the recommendation of management concerning the approval (i) as to form of the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) of the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial

Officer of the Corporation shall determine; and (b) recommended that the Board of Directors approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendation of management and the Audit Committee concerning the approval as to form and filing of the Form 10-Q; and further

RESOLVED, that the Draft Form 10-Q, in substantially the form attached as Exhibit 4A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

RESOLVED, that the Form 10-Q, in substantially the form attached as Exhibit 4A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Commission at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such non-material amendments and supplements to the Form 10-Q as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

RESOLVED, that, in the event that such an amendment or supplement to the Form 10-Q is filed, the members of the Board of Directors shall be provided with redline copies of the revised Form 10-Q showing the changes that were made; and further

RESOLVED, that the Chief Executive Officer, Executive Vice President, General Counsel and Secretary or Executive Vice President and Chief Financial Officer of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the

Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 5. QUARTERLY REVIEW OF OPTION GRANTS TO EMPLOYEES OTHER THAN EXECUTIVE OFFICERS AND REPORT ON ACTIVITIES OF THE EXECUTIVE COMPENSATION COMMITTEE

Mr. Steven R. Goodbarn, Chairman of the Executive Compensation Committee, presented a report on the general activities of the Executive Compensation Committee and the Executive Compensation Committee's review of the option grants made to employees other than executive officers during the second quarter of 2010, a list of which was attached as Exhibit 5A to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, the Corporation adopted the 2009 Stock Incentive Plan (the "Plan"), which Plan provides for the grant of stock options, among other stock-based performance awards, to key employees of the Corporation and its subsidiaries;

WHEREAS, eighty million (80,000,000) shares of Class A Common Stock, \$0.01 par value per share ("Common Stock"), of the Corporation have been reserved for issuance under the Plan;

WHEREAS, the Board of Directors has established the Executive Compensation Committee to administer the Plan;

WHEREAS, Management believes: (i) that officers and other key employees, who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value, should have a stake in the Corporation's ongoing success; and (ii) that this focuses attention on managing the Corporation as an owner with an equity position in the Corporation's business and seeks to align the officers' and key employees' interests with the long-term interests of stockholders;

WHEREAS, the Plan was adopted by the Board of Directors and approved by stockholders in recognition of Management's belief;

WHEREAS, (i) awards under the Plan follow a review of the individual employee's performance, position in the Corporation, long-term potential contribution to the Corporation and the number of options previously granted to the employee; and (ii) neither Management nor the Board of Directors assigns

specific weights to these factors, although the employee's position and a subjective evaluation of his or her performance are considered most important;

WHEREAS, generally, the number of options granted to an employee reflect his or her level of responsibility, position in the Corporation and potential to contribute to the long-term success of the Corporation or otherwise achieve significant corporate goals;

WHEREAS, however, the number of options granted to specific employees are not based on any objective criteria;

WHEREAS, options are generally granted to director level and above employees, although in certain circumstances options are granted to certain other employees based on length of service or contribution to the Corporation;

WHEREAS, Charles W. Ergen, Chairman and Chief Executive Officer of the Corporation, desires to: (i) incentivize certain new employees and/or certain employees receiving promotions who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value; and/or (ii) reward certain key employees of the Corporation and its subsidiaries, in connection with their efforts during the past year, and provide them with an incentive to continue to help build the success of the Corporation, which rewards and incentives add value to the Corporation that is at least equal to the fair market value of the shares of the Corporation's Common Stock that these employees will receive through the Plan;

WHEREAS, at the Annual Meeting of the Board of Directors, held on May 3, 2010, (i) the Board of Directors delegated the authority to Mr. Ergen, as Chairman of the Board of Directors, to make grants of options to purchase the Common Stock, effective at the end of each quarter, to new employees and existing employees of the Corporation or its subsidiaries who are not executive officers in connection with hiring, promotion or other recognition, as Mr. Ergen deems appropriate, without further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the Plan, and that the actions taken by Mr. Ergen in connection therewith shall be deemed approved, ratified and confirmed by the Board of Directors and the Executive Compensation Committee as of the date such action is taken; provided however, that no authority was granted to Mr. Ergen to make grants to: (a) executive officers or directors of the Corporation (executive officers of the Corporation are those persons identified as executive officers in the Corporation's annual report on Form 10-K); (b) "affiliates" of the Corporation, as such term is used in Section 16 of the Securities Exchange Act of 1934, and as interpreted by the General Counsel of the Corporation; (c) in excess of one hundred thousand (100,000) shares to an individual employee at or below the Vice President level; or (d) in excess of five hundred thousand (500,000)

shares to an individual employee at or above the Senior Vice President level, without advance approval of the Compensation Committee;

WHEREAS, the Chairman has made the grant of options to purchase shares of the Corporation's Common Stock ("Options") to those employees of the Corporation and its subsidiaries who are not executive officers set forth in the list attached as Exhibit 5A to the board book for the meeting, and in such amounts as set forth opposite each employee's name on such list under the terms of the Plan and an incentive stock option agreement to be approved by the Chief Executive Officer of the Corporation; and

WHEREAS, (i) the date of grant of such Options is June 30, 2010 (the "Grant Date"); (ii) such Options vest at the rate of 20% per year, with the first 20% of such Options vesting on the date which is one year after the Grant Date and 20% thereafter on the anniversary of the Grant Date for each of the following four years; (iii) the exercise price for each share of Common Stock shall be equal to the closing price, as reported on the National Association of Securities Dealers Automated Quotation System, for shares of the Common Stock on the Grant Date, or the last business day prior to such date in the event that such date falls on a weekend or holiday; and (iv) such Options expire ten years from the Grant Date;

NOW, THEREFORE, BE IT RESOLVED, that, after due consideration, the Board of Directors hereby determines that the grant of such Options is consistent with the authority delegated to the Chairman at the Annual Meeting of the Board of Directors, held on May 3, 2010.

ITEM 6. REVIEW OF INVESTMENTS

Mr. Ergen provided an update on certain investments made by the Corporation during the second quarter. A copy of the investment policy of the Corporation and a summary of the investments made by the Corporation during the second quarter were attached as Exhibit 6A to the board book for the meeting.

ITEM 7. REVIEW OF CERTAIN ITEMS PREVIOUSLY APPROVED BY THE BOARD OF DIRECTORS

Mr. Dodge reviewed certain items approved by the Board of Directors year-to-date and the status of each such item, as well as certain items approved by the Board of Directors in prior years that authorized the expenditure of over \$100 million and that remain active. Mr. Dodge noted that to assist the members of the Board of Directors, a list of such items was included in the board book for the meeting.

ITEM 8. REVIEW OF SCHEDULE FOR NEXT REGULAR MEETINGS OF THE BOARD OF DIRECTORS, AUDIT COMMITTEE AND EXECUTIVE COMPENSATION COMMITTEE

Mr. Dodge reviewed the schedule for the upcoming regular meetings of the Board of Directors, Audit Committee and Executive Compensation Committee. To assist the members of the Board of Directors with their review of the dates for such meetings, calendars for each of the months from January 2010 through December 2011 were attached as Exhibit 8A to the board book for the meeting.

ITEM 9. APPROVAL OF ANNUAL COMPENSATION OF EXECUTIVE OFFICERS

Mr. Ergen led a discussion regarding the proposed 2010 salaries for the Executive Officers of the Corporation other than Mr. Ergen. Materials setting forth the proposed 2010 salaries for such Executive Officers of the Corporation were distributed at the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, Mr. Ergen has proposed the 2010 salaries for the Executive Officers set forth in the materials distributed at the meeting and those salaries are generally at levels below amounts paid to executive officers with comparable experience and responsibilities at other companies engaged in the same or similar business as the Corporation and with other companies of similar size; and

WHEREAS, Management has recommended that the Board of Directors approve the proposed 2010 salaries for the Executive Officers set forth in the materials distributed at the meeting;

NOW, THEREFORE, BE IT RESOLVED, after due deliberation, the Board of Directors hereby approves, ratifies and confirms the 2010 salaries for the Executive Officers set forth in the materials distributed at the meeting; and further

RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel, and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers") of the Corporation be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolution be, and the same hereby is, ratified, and confirmed in all respects.

ITEM 10. CHAIRMAN'S REPORT

Mr. Ergen presented a report on the general state of the business of the Corporation and other matters, including, among other things, upcoming satellite launches. To assist the members of the Board of Directors with their consideration of this item, a memorandum regarding upcoming satellite launches was attached as Exhibit 9A to the board book for the meeting.

Termination

There being no further business to come before the meeting, the meeting was, upon motion duly made and seconded, terminated at 2:30 p.m., prevailing Mountain Time.

R. Stanton Dodge
Secretary

EXHIBIT 412

EXHIBIT 412

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DISH NETWORK CORPORATION

**REGULAR MEETING
OF
THE BOARD OF DIRECTORS**

August 3, 2010

To commence immediately upon adjournment of the
Regular Meeting of the Audit Committee of the Board of Directors

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AGENDA

Call to Order

Notice and Quorum

- | | | |
|---------|---|----------------------|
| Item 1. | Approval of Minutes and Signing of Consents
A. Minutes of the Annual Meeting of the Board of
Directors held on May 3, 2010 | (R. Stanton Dodge) |
| Item 2. | Reg. S-K Item 404 "Related Person" Transactions
A. Delegation of Authority for Certain DISH / SATS
Related Party Transactions | (R. Stanton Dodge) |
| Item 3. | Litigation Update
<i>(Subject to Attorney/Client and Work Product Privileges)</i> | (R. Stanton Dodge) |
| Item 4. | Approval of Form and Filing of Quarterly Report
on Form 10-Q and Report on Activities of Audit
Committee | (Tom A. Ortolfo) |
| Item 5. | Quarterly Review of Option Grants to Employees Other Than
Executive Officers and Report on Activities of Executive
Compensation Committee | (Steven R. Goodbarn) |
| Item 6. | Review of Investments | (Charles W. Ergen) |
| Item 7. | Review of Certain Items Previously Approved by the
Board of Directors | (R. Stanton Dodge) |
| Item 8. | Review of Schedule for Next Regular Meetings of
the Board of Directors, Audit Committee and Executive
Compensation Committee | (R. Stanton Dodge) |

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DISH NETWORK CORPORATION
AGENDA FOR REGULAR MEETING OF THE
BOARD OF DIRECTORS

August 3, 2010

Page 2

- | | | |
|----------|---|--------------------|
| Item 9. | Chairman's Report | (Charles W. Ergen) |
| | A. Upcoming Satellite Launches | |
| Item 10. | Approval of Annual Compensation of Executive Officers | (Charles W. Ergen) |
| Item 11. | Other Business | |

Please turn to back of book for a fold-out agenda

ITEM 1. APPROVAL OF MINUTES AND SIGNING OF CONSENTS

1. Introduction.

1.1 The Annual Meeting of the Board of Directors (the "Board of Directors") of DISH Network Corporation (the "Corporation") was held on May 3, 2010. Draft minutes of that meeting are attached hereto as Exhibit 1A.

2. Recommendation.

2.1 It is recommended by the Chairman of the Board of Directors that the minutes of the Annual Meeting of the Board of Directors held on May 3, 2010, in substantially the form attached hereto as Exhibit 1A be approved pursuant to the following resolution.

3. Proposed Resolution.

3.1 NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Annual Meeting of the Board of Directors held on May 3, 2010, in substantially the form attached as Exhibit 1A to the board book for the meeting, be and hereby are, approved, ratified and confirmed in all respects.

ITEM 2. REG. S-K ITEM 404 "RELATED PERSON" TRANSACTIONS

1. Introduction.

1.1 Mr. R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation will review certain new potential SEC Reg. S-K, Item 404 "Related Person" transactions, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions, as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction in which the amount involved exceeded \$5,000,000; (ii) related-party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which in the judgment of the Board of Directors should reasonably be considered sensitive.

1.2 Mr. Dodge will lead a discussion regarding the delegation of authority to management for certain related party transactions between EchoStar Corporation ("SATS") and the Corporation.

1.3 Mr. Dodge will explain that the Corporation and/or its subsidiaries are considering amending or entering into the following agreements with EchoStar Corporation ("SATS") and/or its subsidiaries: (i) an agreement pursuant to which the Corporation will purchase Sling Extender place shifting devices from SATS; (ii) a settlement agreement with Western Digital Technologies, Inc. ("WDTI") relating to certain hard drives purchased by SATS and the Corporation from WDTI; (iii) exercise of DISH's unilateral right to extend the duration of the commercial lease agreements between SATS and DISH Network L.L.C. ("DNLLC"), a wholly owned subsidiary of the Corporation, for the leases covering the properties located at: (x) 9601 S. Meridian Blvd.; and (y) 5701 S. Santa Fe Drive, upon the same terms and conditions and at the current market rate (which rate will be brought before the Audit Committee for approval at the November meeting) and (b) exercise of DISH's unilateral right to extend the duration of the Telemetry, Tracking and Control Services Agreement dated December 31, 2007 upon the same terms and conditions, the terms and conditions of which are more fully described in the spreadsheet and memorandum attached hereto as Exhibits 2A and 2B, respectively, and the memorandum to be distributed prior to the meeting (collectively, the "SATS Transactions").

1.4 Mr. Dodge will further explain that the Corporation is proposing to make a charitable donation to Miracles on Ice, a charitable organization founded by Mr. Gary Howard, consisting of \$2,500 for general purposes plus a satellite receiver complete with installation and 12 months of pre-paid programming to be a prize in a raffle to be conducted by Miracles on Ice (the "Howard Transaction").

1.5 Mr. Dodge will further explain that the Summit Capital, an entity controlled by Mr. Charles W. Ergen, is proposing to sublease approximately 1,100 square feet of office space at 5701 S. Santa Fe Drive with the cost of such sublease to be: (i) the same amount per square foot that the Corporation pays to SATS pursuant to that certain commercial lease agreement for 5701 S. Santa Fe Drive; and (ii) a maintenance fee allocated based on the pro rata percentage of space occupied by Summit Capital (the "Ergen Transaction").

2. Recommendation.

2.1 It is recommended by management that the SATS Transactions, the Howard Transaction and the Ergen Transaction be approved, pursuant to the following resolutions.

3. Proposed Resolutions.

3.1 WHEREAS, the SATS Transactions, the Howard Transaction and the Ergen Transaction may potentially be considered related person transactions under SEC Regulation S-K, Item 404, Nevada Revised Statutes §78.140 Transactions and/or “Sensitive” Transactions and therefore, out of an abundance of caution, the Board of Directors has been asked to review such transactions; and

SATS Transactions

3.2 WHEREAS, (a) management, those members of the Board of Directors who are not also members of the Board of Directors of SATS, Mr. James DeFranco, Mr. Carl E. Vogel, Mr. Steven R. Goodbarn and Mr. Gary S. Howard, and the Audit Committee have found, and recommended that the Board of Directors find, that the SATS Transactions are fair to the Corporation and its subsidiaries; and (b) Messrs. DeFranco, Vogel, Goodbarn and Howard, and the Audit Committee have approved, and recommended that the Board of Directors approve, the SATS Transactions on substantially the same terms and conditions described in the spreadsheet and memorandum attached hereto as Exhibits 2A and 2B, respectively, and the memorandum distributed prior to the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a “proper officer” and collectively, the “proper officers”), or any one of them, shall in their discretion approve;

3.3 NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of management, Messrs. DeFranco, Vogel, Goodbarn and Howard and the Audit Committee regarding the SATS Transactions; and further

3.4 RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation and other members of management, and upon such other inquiries and other matters as are deemed appropriate or relevant by the Board of Directors, the Board of Directors hereby finds that the SATS Transactions are fair to the Corporation and its subsidiaries; and further

3.5 RESOLVED, (a) that the SATS Transactions be, and they hereby are, approved on substantially the same terms and conditions described in the spreadsheet and memorandum attached hereto as Exhibits 2A and 2B, respectively, and the memorandum distributed prior to the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the proper officers, or any one of them, shall in their discretion approve; and (b) that the consummation of such transactions by any proper officer, with such non-material modifications, changes, or amendments to the terms and conditions of the SATS Transactions as any proper officer shall approve, shall constitute conclusive evidence that such transactions have been approved hereby; and further

Howard Transaction

3.6 WHEREAS, management desires to donate \$2,500 for general purposes plus a satellite receiver complete with installation and 12 months of pre-paid programming to be a prize in a raffle to the Miracles on Ice charitable organization; and

3.7 WHEREAS, Gary S. Howard, a member of the Board of Directors, was the founder of Miracles on Ice and sits on the board of directors of the Miracles on Ice charitable organization, and therefore it is advisable for the independent directors to review and approve the proposed recipient of such donation, due to the potential conflict of interest;

3.8 NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby determines that, although the Board of Directors has been advised of and recognizes the potential appearance of a conflict of interest, that the proposed donation to the Miracles on Ice charitable organization is an arm's length transaction based on prior discussions with management; and further

Ergen Transaction

3.9 WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the Ergen Transaction is fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the Ergen Transaction; and (c) the Audit Committee authorized, ratified and adopted, and recommended that the Board of Directors authorize, ratify and adopt, in all respects the Ergen Transaction;

3.10 NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction; and further

3.11 RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the Ergen Transaction is fair to the Corporation and its subsidiaries; and further

3.12 RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the Ergen Transaction; and further

3.13 RESOLVED, that the Board of Directors hereby authorizes, ratifies and adopts in all respects the Ergen Transaction; and further

3.14 RESOLVED, that, for so long as Mr. Ergen is a member of the Board of Directors of Summit Capital or retains a significant financial stake in Summit Capital, Mr. Ergen shall recuse himself from any matters presented to the Corporation that directly or indirectly involve Summit Capital; and further

General Enabling Resolutions

3.15 RESOLVED, that the proper officers of the Corporation and its subsidiaries be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

3.16 RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 3. LITIGATION UPDATE

Mr. Dodge will present a report on the status of the significant litigation in which the Corporation and/or its affiliates are presently involved.

**THE REPORT PRESENTED BY MR. DODGE AND ANY ENSUING DISCUSSIONS ARE
SUBJECT TO THE ATTORNEY/CLIENT AND WORK PRODUCT PRIVILEGES**

ITEM 4. APPROVAL OF FORM AND FILING OF QUARTERLY REPORT ON FORM 10-Q
AND REPORT ON ACTIVITIES OF AUDIT COMMITTEE

1. Introduction.

1.1 Mr. Tom A. Ortolf, Chairman of the Audit Committee, will present a report on the general activities of the Audit Committee and the Audit Committee's review of the Corporation's financial statements and Form 10-Q for the quarter ended June 30, 2010.

2. Recommendation.

2.1 It is recommended by management and the Audit Committee that the Board of Directors approve: (a) as to form the draft Form 10-Q attached hereto as Exhibit 4A, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and (b) the filing with the Securities and Exchange Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine, pursuant to the following resolutions.

3. Proposed Resolutions.

3.1 WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by August 9, 2010, a Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 (the "Form 10-Q");

3.2 WHEREAS, a draft of the Form 10-Q proposed to be filed with the Commission was attached as Exhibit 4A to the board book for the meeting (the "Draft Form 10-Q"), and each member of the Board of Directors has read the Draft Form 10-Q and has provided all comments and responses they deem necessary and appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

3.3 WHEREAS, the Draft Form 10-Q contains quarter-end financial statements of the Corporation that were reviewed by KPMG;

3.4 WHEREAS, management has recommended that the Audit Committee and the Board of Directors approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and

3.5 WHEREAS, the Audit Committee has (a) approved, ratified and confirmed the recommendation of management concerning the approval (i) as to form of the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) of the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and (b) recommended that the Board of Directors approve (i) as to form the Draft Form 10-Q, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-Q (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

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3.6 NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendation of management and the Audit Committee concerning the approval as to form and filing of the Form 10-Q; and further

3.7 RESOLVED, that the Draft Form 10-Q, in substantially the form attached as Exhibit 4A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

3.8 RESOLVED, that the Form 10-Q, in substantially the form attached as Exhibit 4A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Commission at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

3.9 RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such non-material amendments and supplements to the Form 10-Q as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

3.10 RESOLVED, that, in the event that such an amendment or supplement to the Form 10-Q is filed, the members of the Board of Directors shall be provided with redline copies of the revised Form 10-Q showing the changes that were made; and further

3.11 RESOLVED, that the Chief Executive Officer, Executive Vice President, General Counsel and Secretary or Executive Vice President and Chief Financial Officer of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

3.12 RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 5. QUARTERLY REVIEW OF OPTION GRANTS TO EMPLOYEES OTHER THAN EXECUTIVE OFFICERS AND REPORT ON ACTIVITIES OF THE EXECUTIVE COMPENSATION COMMITTEE

1. Introduction.

1.1 Mr. Steven R. Goodbarn, Chairman of the Executive Compensation Committee, will present a report on the general activities of the Executive Compensation Committee and the Executive Compensation Committee's review of the option grants made to employees other than executive officers during the second quarter of 2010, a list of which is attached hereto as Exhibit 5A.

2. Recommendation.

2.1 It is recommended by the Executive Compensation Committee that the Board of Directors determine that the grant of such options is consistent with the authority delegated to the Chairman at the Annual Meeting of the Board of Directors, held on May 3, 2010, pursuant to the following resolution.

3. Proposed Resolution.

3.1 WHEREAS, the Corporation adopted the 2009 Stock Incentive Plan (the "Plan"), which Plan provides for the grant of stock options, among other stock-based performance awards, to key employees of the Corporation and its subsidiaries;

3.2 WHEREAS, eighty million (80,000,000) shares of Class A Common Stock, \$0.01 par value per share ("Common Stock"), of the Corporation have been reserved for issuance under the Plan;

3.3 WHEREAS, the Board of Directors has established the Executive Compensation Committee to administer the Plan;

3.4 WHEREAS, Management believes: (i) that officers and other key employees, who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value, should have a stake in the Corporation's ongoing success; and (ii) that this focuses attention on managing the Corporation as an owner with an equity position in the Corporation's business and seeks to align the officers' and key employees' interests with the long-term interests of stockholders;

3.5 WHEREAS, the Plan was adopted by the Board of Directors and approved by stockholders in recognition of Management's belief;

3.6 WHEREAS, (i) awards under the Plan follow a review of the individual employee's performance, position in the Corporation, long-term potential contribution to the Corporation and the number of options previously granted to the employee; and (ii) neither Management nor the Board of Directors assigns specific weights to these factors, although the employee's position and a subjective evaluation of his or her performance are considered most important;

3.7 WHEREAS, generally, the number of options granted to an employee reflect his or her level of responsibility, position in the Corporation and potential to contribute to the long-term success of the Corporation or otherwise achieve significant corporate goals;

3.8 WHEREAS, however, the number of options granted to specific employees are not based on any objective criteria;

3.9 WHEREAS, options are generally granted to director level and above employees, although in certain circumstances options are granted to certain other employees based on length of service or contribution to the Corporation;

3.10 WHEREAS, Charles W. Ergen, Chairman and Chief Executive Officer of the Corporation, desires to: (i) incentivize certain new employees and/or certain employees receiving promotions who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value; and/or (ii) reward certain key employees of the Corporation and its subsidiaries, in connection with their efforts during the past year, and provide them with an incentive to continue to help build the success of the Corporation, which rewards and incentives add value to the Corporation that is at least equal to the fair market value of the shares of the Corporation's Common Stock that these employees will receive through the Plan;

3.11 WHEREAS, at the Annual Meeting of the Board of Directors, held on May 3, 2010, (i) the Board of Directors delegated the authority to Mr. Ergen, as Chairman of the Board of Directors, to make grants of options to purchase the Common Stock, effective at the end of each quarter, to new employees and existing employees of the Corporation or its subsidiaries who are not executive officers in connection with hiring, promotion or other recognition, as Mr. Ergen deems appropriate, without further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the Plan, and that the actions taken by Mr. Ergen in connection therewith shall be deemed approved, ratified and confirmed by the Board of Directors and the Executive Compensation Committee as of the date such action is taken; provided however, that no authority was granted to Mr. Ergen to make grants to: (a) executive officers or directors of the Corporation (executive officers of the Corporation are those persons identified as executive officers in the Corporation's annual report on Form 10-K); (b) "affiliates" of the Corporation, as such term is used in Section 16 of the Securities Exchange Act of 1934, and as interpreted by the General Counsel of the Corporation; (c) in excess of one hundred thousand (100,000) shares to an individual employee at or below the Vice President level; or (d) in excess of five hundred thousand (500,000) shares to an individual employee at or above the Senior Vice President level, without advance approval of the Compensation Committee;

3.12 WHEREAS, the Chairman has made the grant of options to purchase shares of the Corporation's Common Stock ("Options") to those employees of the Corporation and its subsidiaries who are not executive officers set forth in the list attached as Exhibit 5A to the board book for the meeting, and in such amounts as set forth opposite each employee's name on such list under the terms of the Plan and an incentive stock option agreement to be approved by the Chief Executive Officer of the Corporation; and

3.13 WHEREAS, (i) the date of grant of such Options is June 30, 2010 (the "Grant Date"); (ii) such Options vest at the rate of 20% per year, with the first 20% of such Options vesting on the date which is one year after the Grant Date and 20% thereafter on the anniversary of the Grant Date for each of the following four years; (iii) the exercise price for each share of Common Stock shall be equal to the closing price, as reported on the National Association of Securities Dealers Automated Quotation System, for shares of the Common Stock on the Grant Date, or the last business day prior to such date in the event that such date falls on a weekend or holiday; and (iv) such Options expire ten years from the Grant Date;

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3.14 NOW, THEREFORE, BE IT RESOLVED, that, after due consideration, the Board of Directors hereby determines that the grant of such Options is consistent with the authority delegated to the Chairman at the Annual Meeting of the Board of Directors, held on May 4, 2010.

ITEM 6. REVIEW OF INVESTMENTS

Mr. Ergen will provide an update on certain investments made by the Corporation during the second quarter. A copy of the investment policy of the Corporation and a summary of the investments made by the Corporation during the second quarter are attached hereto as Exhibit 6A.

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ITEM 7. REVIEW OF CERTAIN ITEMS PREVIOUSLY APPROVED BY THE BOARD OF DIRECTORS

Mr. Dodge will review certain items approved by the Board of Directors year-to-date and the status of each such item, as well as certain items approved by the Board of Directors in prior years that authorized the expenditure of over \$100 million and that remain active. To assist the members of the Board of Directors, a list of such items is set forth below.

Items Approved Year-To-Date

Action	Date	Status
Approval of 2009 Discretionary Nonelective Contribution to the 401(k) Plan.	1/20/2010	Remains Active
Approval of employment by the Corporation of Mrs. Cante M. Ergen and other members of the Ergen family.	2/23/2010	Remains Active
Waiver of any potential conflict of interest in relation to Mrs. Ergen's position as a member of the board of directors of The Children's Hospital of Denver and recusal of Mrs. Ergen from any matters involving the Children's Hospital of Denver.	2/23/2010	Remains Active
Waiver of any potential conflict of interest in relation to Carl E. Vogel's position as a member of the board of directors of Shaw Communications, Inc. ("Shaw") and recusal of Mr. Vogel from any matters involving Shaw.	2/23/2010	Remains Active
Waiver of any potential conflict of interest in relation to Mr. Vogel's position as a member of the board of directors of Universal Electronics Inc. ("UEI") and recusal of Mr. Vogel from any matters involving UEI.	2/23/2010	Remains Active
Waiver of any potential conflict of interest in relation to Mr. Vogel's position as a member of the board of directors of Ascent Media Corporation ("Ascent Media") and recusal of Mr. Vogel from any matters involving Ascent Media.	2/23/2010	Remains Active
Approval of employment by the Corporation of Mr. Connor Vogel, son of Mr. Carl E. Vogel, Senior Advisor to the Corporation and a member of the Board of Directors.	2/23/2010	Remains Active
Approval of employment by the Corporation of Ms. Courtland Wood Colantonio, daughter of Mr. Stephen Wood, Executive Vice President of Human Resources.	2/23/2010	Remains Active
Approval of employment by the Corporation of Mr. Paul Ortolf, son of Mr. Tom A. Ortolf, a member of the Board of Directors.	2/23/2010	Remains Active
Approval of the following agreements with EchoStar Corporation ("SATS") and/or its subsidiaries: (i) an agreement pursuant to which SATS will provide DISH Remote Access services to the Corporation; (ii) an agreement pursuant to which SATS will provide SlingService to the Corporation; (iii) an agreement pursuant to which SATS will provide DISHOnline services to the Corporation; and (iv) an agreement pursuant to which the Corporation will sell to SATS a certain generator.	2/23/2010	Remains Active
Ratification of Master Subscriber Management Agreement		

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with CSG Systems, Inc.	2/23/2010	Remains Active
Appointment of KPMG LLP as independent registered public accounting firm for year ended December 31, 2010.	2/23/2010	Remains Active
Approval of 2009 bonuses for Mr. Thomas A. Cullen, Mr. R. Stanton Dodge and Mr. Bernard L. Han	3/18/2010	Remains Active
Waiver of any potential conflict of interest in relation to Carl E. Vogel's position as a member of the board of directors of Ion Media Networks ("Ion") and recusal of Mr. Vogel from any matters involving Ion.	4/20/2010	Remains Active
Approval of the following agreements with SATS and/or its subsidiaries: (i) an agreement pursuant to which SATS will purchase certain 500 series satellite receivers from the Corporation; (ii) an agreement pursuant to which SATS will provide the Corporation certain services supporting the Corporation's proposed agreements with Roberts Communications Network; (iii) an agreement pursuant to which SATS will provide certain weather related content to the Corporation; and (iv) an agreement pursuant to which SATS will assign to the Corporation SATS rights to that certain agreement between SATS and STATS, Inc. pursuant to which STATS, Inc. provides certain sports information and statistical analysis.	5/3/2010	Remains Active
Approval of: (i) up to \$2 billion aggregate principal amount of new secured or unsecured high-yield non-convertible debt securities with an interest rate not to exceed 8% per annum; and/or (ii) up to \$1 billion aggregate principal amount of new secured or unsecured convertible debt securities with an interest rate not to exceed 3.5% per annum with a conversion price not to exceed 125% of the current stock price.	5/3/2010	Remains Active
Approval of the following agreements with SATS and/or its subsidiaries: (i) an agreement pursuant to which the Corporation will purchase SATS' interest in South.com L.L.C.; and (ii) an agreement pursuant to which the Corporation will purchase SATS' interest in WeatherCast L.L.C.	6/29/2010	Remains Active
Approval of extension of Broadcast and Receiver Agreements and auto-renewal of Management Services Agreement.	6/29/2010	Remains Active

Items Approved in Prior Years in Excess of \$100 Million That Remain Active

Action	Date	Status
Lease of Satellite (50% up-front payment, NTE 11% after-tax IRR and NTE \$250 million for construction, launch, insurance for L+1).	5/8/07	Remains Active
Stock Repurchase Authorization (\$1 billion authorized through 12/31/10, and \$985,503,000 remaining as of 6/30/10).	11/03/09	Remains Active

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ITEM 8. REVIEW OF SCHEDULE FOR NEXT REGULAR MEETINGS OF THE BOARD OF DIRECTORS, AUDIT COMMITTEE AND EXECUTIVE COMPENSATION COMMITTEE

Mr. Dodge will review the schedule for the upcoming regular meetings of the Board of Directors, Audit Committee and Executive Compensation Committee. To assist the members of the Board of Directors with their review of the dates for such meetings, calendars for each of the months from January 2010 through December 2011 have been attached hereto as Exhibit 8A.

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ITEM 9. CHAIRMAN'S REPORT

Mr. Ergen will present a report on the general state of the business of the Corporation and other matters, including, among other things, upcoming satellite launches. To assist the members of the Board of Directors with their consideration of this item, a memorandum regarding upcoming satellite launches is attached hereto as Exhibit 9A.

ITEM 10. APPROVAL OF ANNUAL COMPENSATION OF EXECUTIVE OFFICERS

1. Introduction.

1.1 Mr. Ergen will lead a discussion regarding the proposed 2010 salaries for the Executive Officers of the Corporation other than Mr. Ergen. Materials setting forth the proposed 2010 salaries for such Executive Officers of the Corporation will be distributed at the meeting.

2. Recommendation.

2.1 Management recommends that the Board of Directors approve the proposed 2010 salaries for the Executive Officers set forth in the materials to be distributed at the meeting pursuant to the following resolutions.

3. Proposed Resolutions.

3.1 WHEREAS, Mr. Ergen has proposed the 2010 salaries for the Executive Officers set forth in the materials distributed at the meeting and those salaries are generally at levels below amounts paid to executive officers with comparable experience and responsibilities at other companies engaged in the same or similar business as the Corporation and with other companies of similar size; and

3.2 WHEREAS, Management has recommended that the Board of Directors approve the proposed 2010 salaries for the Executive Officers set forth in the materials distributed at the meeting;

3.3 NOW, THEREFORE, BE IT RESOLVED, after due deliberation, the Board of Directors hereby approves, ratifies and confirms the 2010 salaries for the Executive Officers set forth in the materials distributed at the meeting; and further

3.4 RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel, and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers") of the Corporation be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

3.5 RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolution be, and the same hereby is, ratified, and confirmed in all respects.

ITEM 11. OTHER BUSINESS

EXHIBIT 413

EXHIBIT 413

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Retailer Number _____

**DISH NETWORK
OE RETAILER AGREEMENT**

This OE Retailer Agreement (the "Agreement") is made and effective as of _____ (the "Effective Date"), by and between DISH Network L.L.C., formerly known as EchoStar Satellite L.L.C. ("DISH"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112, and _____, having a place of business at _____ and fax number: _____ ("Retailer").

INTRODUCTION

A. DISH 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 Residential Programming (as defined below) using the OE Tool (as defined below) (an "Authorized OE Retailer") directly and indirectly through its Permitted Subcontractors (as defined below), in accordance with and subject to the terms and conditions of this Agreement.

C. DISH desires to appoint Retailer as an Authorized OE 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 Residential Incentives" shall have the meaning set forth in Section 6.2.1.

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 "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 DISH which is communicated to Retailer by DISH or an Affiliate of DISH either directly (including without limitation via e-mail) or through any method of mass communication reasonably directed to DISH's retailer base, including, without limitation, a "Retailer Chat", e-mail, facts blast, or posting on DISH's retailer web site. Retailer agrees that DISH has the right to modify, replace or withdraw all or any portion of any Business Rule at Any Time in its Sole Discretion, upon notice to Retailer.

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

1.6 "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 and/or Internet servers owned, leased and/or otherwise operated or utilized by DISH and/or any of its Affiliates, which is sold (or leased if the applicable Promotional Program involves leasing equipment to customers) directly by DISH or a DISH Affiliate under the "DISH Network" brand name or the brand name of a DISH Affiliate to a customer 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.

1.7 "DISH Network Subscriber" shall have the meaning set forth in Section 9.4.

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

1.9 "Eligible Residential Programming" means the Residential Programming packages designated by DISH as qualifying for the payment of 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 DISH's Sole Discretion, upon notice to Retailer.

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1.10 "Incentives" mean Monthly Residential Incentives together with any Additional Residential Incentives, as such terms are defined in Sections 6.1 and 6.2.1, respectively.

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

1.12 "Monthly Residential Incentives" shall have the meaning set forth in Section 6.1.

1.13 "OE Tool" means DISH's proprietary web-based order entry tool or any successor tool(s) thereto as designated by DISH 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.

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

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

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

1.17 "Promotional Program" means: (i) a promotional offer, as determined by DISH in its Sole Discretion, which Retailer may present to customers in connection with Retailer's marketing, promotion and solicitation of orders for Residential Programming; (ii) the Incentives, if applicable and as determined by DISH 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 DISH, setting forth the terms and conditions governing each such promotional offer and any corresponding Incentives. DISH 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.

1.18 "Qualifying Residential Subscriber" means an individual at a 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 a DISH Residential Customer Agreement, and who has not previously received any audio, video, data, interactive or any other programming services from DISH or any Affiliate of DISH (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 DISH, in its Sole Discretion, declines to activate.

1.19 "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 location that is installed with or otherwise connected to a satellite master antenna television, private cable or similar programming reception system as may be specified by DISH at Any Time in its Sole Discretion be considered a Residential Location. Notwithstanding the foregoing, DISH 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.

1.20 "Residential Programming" means the Programming that DISH makes generally available for viewing in Residential Locations subject to any restrictions (geographic, blackout, or otherwise) as DISH may impose on some or all of such programming services at Any Time in its Sole Discretion. DISH 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.

1.21 "Residential Subscriber Account" means the customer account set up and maintained by DISH for a Qualifying Residential Subscriber who purchased a DISH DBS System directly from DISH or a DISH Affiliate, for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Eligible Residential Programming using the OE Tool and for whom Eligible Residential Programming has been activated by DISH and which customer account remains active and in good standing.

1.22 "Retailer Account" means the bank account, including, without limitation, account and ABA routing numbers, designated by Retailer in the manner prescribed by DISH 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 DISH.

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

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

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

2. **APPOINTMENT; TERRITORY.**

2.1 **Appointment.** DISH hereby appoints Retailer as a non-exclusive Authorized OE Retailer to market, promote and solicit orders for Residential 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). Upon notification from DISH, 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 DISH and/or any of its Affiliates under a different name in the future. Retailer's authorization hereunder is limited to the solicitation of orders for Residential Programming from, and the marketing, advertising and promotion of Residential Programming to, customers at Residential Locations.

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 OE Retailer and agrees to use its best efforts to continuously and actively advertise, promote and market Residential 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 OE Retailer of DISH 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) DISH 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) DISH currently offers, and at Any Time, in the future may offer in its Sole Discretion, others the opportunity to act as an Authorized OE Retailer or to solicit orders for Residential Programming in the same geographic area in which Retailer is located and elsewhere; (vi) DISH and its Affiliates shall be entitled, among other things, to: (a) market, promote and solicit orders for programming (including, without limitation Residential Programming), and (b) distribute, sell, lease and otherwise transfer possession of satellite receivers, related accessories and 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) DISH shall be free to cease or suspend provision of the Residential 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 **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 DISH 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 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 DISH for Programming or otherwise on behalf of any end-user of a DISH DBS System.

2.6 **Prior Retailer Agreements.**

2.6.1 IF RETAILER PREVIOUSLY ENTERED INTO ANY OE RETAILER AGREEMENT OR ANY OTHER AGREEMENT WITH DISH, ANY OF ITS PREDECESSORS OR ANY AFFILIATE OF ANY OF THE FOREGOING RELATING TO THE MARKETING, PROMOTION, ADVERTISING AND/OR SOLICITATION OF ORDERS FOR DISH NETWORK PROGRAMMING BY RETAILER, WHETHER USING THE OE TOOL OR OTHERWISE, AND THE PAYMENT OF CERTAIN AMOUNTS BY DISH 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: (I) ALL PRIOR RETAILER AGREEMENTS ARE HEREBY 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 DISH 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 2.6.1(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.

2.6.2 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 DISH, ECHOSTAR CORPORATION, ANY OF THEIR PREDECESSORS OR ANY AFFILIATE OF ANY OF THE FOREGOING FOR ANY ACTS OR OMISSIONS THAT MAY HAVE OCCURRED PRIOR TO THE EFFECTIVE DATE AND, IN CONSIDERATION OF RETAILER BEING APPOINTED AS AN AUTHORIZED OE RETAILER HEREUNDER BY DISH, 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 DISH 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. DISH 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 DISH HAS UNDER SECTION 16.9 BELOW. FAILURE TO STRICTLY COMPLY WITH THE PROVISIONS OF THIS SECTION 2.6.2 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 "NEXWAVE," AND JOE KELLY, D/B/A "KEL-TRONICS," AND JAGUAR TECHNOLOGIES, INC. V. ECHOSTAR SATELLITE CORPORATION*, UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO; AND/OR 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 DISH OR ANY OF ITS PREDECESSORS OR ANY AFFILIATE OF ANY OF THE FOREGOING 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 DISH OR ANY OF ITS AFFILIATES.

2.7 **Promotional Programs.** Retailer shall be eligible to participate in such Promotional Programs as DISH 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 the Promotional Programs in which Retailer elects to participate (and all of such terms and conditions are hereby incorporated into this Agreement by reference in their entirety). Retailer acknowledges and agrees that: (i) under no circumstances shall DISH 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) DISH 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 DISH 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 DISH 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, DISH 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.

2.8 **Installation.** Using the OE Tool and otherwise in accordance with the terms and conditions of this Agreement and applicable Business Rules, Retailer shall be responsible for scheduling the installation of DISH DBS Systems, related accessories and other equipment hereunder. DISH shall, directly or indirectly through its Affiliates, regional service providers, independent contractors and other persons or entities authorized by DISH to perform such installations, provide standard installation of DISH DBS Systems, related accessories and other equipment at the corresponding Residential Location for the Qualifying Residential Subscribers for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Eligible Programming using the OE Tool in accordance with the terms and conditions of this Agreement and applicable Business Rules. DISH shall also provide DISH's standard limited warranty for all such installations ("Limited Warranty"). Notwithstanding any provision contained in this Agreement to the contrary, the Limited Warranty shall constitute the sole and exclusive liability of DISH and its Affiliates hereunder for installation services.

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, 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 is genuine and that the person signing this Agreement on behalf of such party is authorized by such party to sign this Agreement on its behalf.

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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 2.5, 6.10, 6.14, 7, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 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 OE Retailer Agreement, DISH Network Retailer Agreement, 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 DISH and/or any of its Affiliates or under any current or former Other Agreement; (vi) it is not dependent upon DISH and/or any Affiliates of DISH for a major part of Retailer's business; and (vii) it either sells or could sell other products or services in addition to DISH products or services that compete with DISH 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. 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, WARRANTS, COVENANTS AND AGREES 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.** DISH shall determine at Any Time, in its Sole Discretion, the Residential Programming for which Retailer may solicit orders. DISH may expand, reduce or otherwise modify the content of any Residential Programming packages or add or delete any Residential 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 DISH, unless DISH notifies Retailer of a different effective date.

4.2 **Changes.** If at any time or for any reason or no reason DISH changes the content of any Residential Programming package, Retailer's authorization to market, promote and solicit orders for the prior Residential Programming package shall immediately cease.

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

6. **INCENTIVES.** In consideration of Retailer's continuing efforts to market, promote and solicit orders for Residential 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 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 activation during the Term of this Agreement of a DISH DBS System as a primary receiver for a new Residential Subscriber Account for which Retailer correctly and completely performed the order

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entry tasks related to the provisioning of Eligible Residential Programming for such account (which programming is activated within the time period prescribed in applicable Business Rules) using the OE Tool, Retailer may be eligible to receive a monthly incentive (the "Monthly Residential Incentive"), in accordance with applicable Business Rules. 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 DISH from time to time in accordance with Section 1.4 above. DISH 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. DISH 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. DISH'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.

6.2 Additional Residential Incentives.

6.2.1 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, activation fee payments ("Additional Residential Incentives") under such Promotional Programs as DISH may make available to Retailer at Any Time in DISH'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 DISH from time to time in accordance with Section 1.4 above. DISH 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 RETAILER ACKNOWLEDGES AND AGREES THAT:

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

(II) DISH 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 RESIDENTIAL INCENTIVES;

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

(IV) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES, 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 CUSTOMERS) DIRECTLY BY DISH OR AN AFFILIATE OF DISH TO A QUALIFYING RESIDENTIAL SUBSCRIBER FOR WHOM RETAILER CORRECTLY AND COMPLETELY PERFORMED THE ORDER ENTRY TASKS RELATED 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.

6.2.3 DISH SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH SUBSCRIBER IS A NEW RESIDENTIAL SUBSCRIBER ACCOUNT THAT IS ELIGIBLE FOR THE PAYMENT OF ADDITIONAL RESIDENTIAL 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 RESIDENTIAL 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. DISH'S CALCULATION AND PAYMENT OF ADDITIONAL RESIDENTIAL 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, DISH SHALL HAVE THE RIGHT TO CHARGE BACK SUCH INCENTIVE PAID TO RETAILER. IN ADDITION TO (AND WITHOUT LIMITATION OF) THE FOREGOING, DISH SHALL HAVE THE RIGHT TO CHARGE BACK ALL OR ANY PORTION OF THE 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) PAID 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 (DISH 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).

6.3.2 IN ADDITION TO (AND WITHOUT LIMITATION OF ANY OF) THE FOREGOING, DISH SHALL HAVE THE RIGHT TO CHARGE BACK ALL OR ANY PORTION OF THE INCENTIVES PAID IN CONNECTION WITH RETAILER FRAUDULENTLY OR WRONGFULLY RECEIVING AN INCENTIVE OR OTHER PAYMENT BY (A) MISREPRESENTING ANY INFORMATION CONCERNING A PRIOR OR CURRENT DISH SUBSCRIBER TO MAKE THAT PERSON APPEAR TO BE A NEW DISH SUBSCRIBER, OR (B) CREATING A FICTITIOUS OR FRAUDULENT CUSTOMER ACCOUNT. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT DISH 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, DISH 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 DISH AND/OR ANY OF ITS AFFILIATES, IN CONNECTION WITH SUCH FRAUD OR MISCONDUCT. DISH'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. DISH'S DETERMINATION THAT A CHARGEBACK IS PROPER SHALL BE CONTROLLING ABSENT FRAUD, MALICE OR WANTON AND WILLFUL MISCONDUCT ON THE PART OF DISH. 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 DISH with the Retailer Account information and any changes thereto ("EFT Instructions"), in the manner prescribed by DISH. Until Retailer provides DISH with EFT Instructions, or in the event that Retailer elects to receive payments by check, DISH shall pay Incentives to Retailer by check and Retailer will be assessed DISH's standard processing fee, which may be changed by DISH 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, DISH 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 **DISH EFT Liability Limitation.** Retailer agrees that in no event shall DISH 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 DISH'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.** DISH shall make available to Retailer, in an electronic format determined by DISH 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 DISH is not required to provide Retailer with any additional information, including without limitation to communications between DISH and any DISH Network Subscriber or any customer account information regarding any DISH Network Subscriber.

6.5 **Exceptions.**

6.5.1 Notwithstanding anything to the contrary set forth herein, 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 DISH

in accordance with the terms and conditions of the then current DISH Residential Customer Agreement; (iii) a credit or refund has been issued by DISH for any reason (DISH 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 DISH 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 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.

6.6 **Suspension and Termination of Incentives.**

6.6.1 **Suspension.** In addition to (and without limitation of) any other rights and remedies available, DISH 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 DISH 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 DISH 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, DISH 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.

6.6.3 The foregoing provisions of this Section 6.6 are without prejudice to any other rights and remedies that DISH and/or its Affiliates may have under contract (including without limitation this Agreement), at law, in equity or otherwise.

6.7 **Non-Incentivized Activations by DISH.** If 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, DISH 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 DISH.

6.8 **Offsets.** In no event shall Retailer or any of its Affiliates have the right to offset, set-off, or otherwise deduct any Incentives or other amounts due or owing to Retailer or any of its Affiliates from DISH or any of its Affiliates from or against any amounts due or owing from Retailer or any of its Affiliates to DISH or any of its Affiliates. In the event that the Incentives paid by DISH to Retailer exceed the amount to which Retailer was entitled, or if Retailer and/or any of its Affiliates are indebted to DISH 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 DISH 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 DISH or any of its Affiliates, as well as any and all amounts for which DISH 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, DISH may, but shall have no obligation to, withhold such sums from any monies due or to become due to Retailer hereunder as DISH, at Any Time in its Sole Discretion, deems necessary to protect DISH 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 DISH becomes aware concerning Retailer or the performance of Retailer's duties hereunder. DISH'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, without limitation any which might arise from a breach of this Agreement by DISH 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.** DISH'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 DISH all amounts owing from Retailer and/or any of its Affiliates to DISH and/or any of its Affiliates.

6.10 **Collection of Programming and Other Fees.**

6.10.1 Retailer acknowledges and agrees that: (i) except as otherwise expressly permitted by DISH in writing, under no circumstances shall Retailer or any of its Affiliates collect any payment for Programming or any other payment due or owing to DISH 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 DISH; (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 DISH 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 DISH directly; and (iv) such payment shall be deemed to be the sole and exclusive property of DISH, and until such time as the payment is delivered to DISH, Retailer shall hold such payment in trust for the benefit of DISH.

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 DISH without deduction or offset of any kind; and (iii) such payment or economic benefit shall be deemed to be the sole and exclusive property of DISH, and until such time as the payment or cash value of the economic benefit is delivered to DISH, Retailer shall hold such payment or economic benefit in trust for the benefit of DISH.

6.10.3 The foregoing is agreed to without prejudice to DISH exercising any other rights and remedies it may have at law, in equity, under contract (including without limitation this Agreement) 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 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 DISH 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 DISH'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 DISH 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 DISH'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 DISH's specific prior written consent, which consent may be withheld in DISH's Sole Discretion. In the event that DISH 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 DISH and DISH Network Subscribers. Retailer shall promptly forward to DISH all orders for Residential Programming in the manner prescribed by DISH at Any Time in its Sole Discretion. Retailer understands that DISH shall have the right, in its Sole Discretion, to accept or reject, in whole or in part, all orders for Residential Programming. Retailer also agrees that it shall not condition, tie or otherwise bundle any purchase of Residential Programming with the purchase of any other services or products other than as specifically consented to in writing by DISH in advance, which consent may be withheld in DISH'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 DISH 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 and Retailer shall cooperate by immediately supplying DISH with any information arising from or relating to those actions within two (2) days following a reasonable DISH request. The failure of Retailer to adhere to any Business Rules may result in disciplinary action by DISH in its Sole Discretion up to and including termination of this Agreement and/or any Other Agreement, and/or the exercise by DISH 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 DISH (and/or any of its Affiliates) and each DISH Network Subscriber is, as between DISH and Retailer, for the sole and exclusive benefit of DISH and that DISH 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 DISH 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 DISH or any Affiliate of DISH for any action taken (or not taken) by DISH 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, DISH relating to any DISH Network Subscriber are the sole and exclusive property of DISH and DISH 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 DISH in accordance with prevailing business standards, or damaging to DISH'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 DISH 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 for the purpose of authorizing Programming for multiple DISH satellite receivers that are not all located in the same Residential Location and connected to the same land based phone line and/or broadband home network, in each case consistent with the method and manner of connectivity authorized in respect of the relevant satellite receiver as set forth in applicable Business Rules; (iv) alter any DISH satellite receivers or smart cards or any other equipment compatible with programming delivered by DISH or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of DISH); (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 DISH 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 **Bounty Programs.** Retailer acknowledges that it is in the best interest of both DISH and Retailer for DISH Network Subscribers to be long-term customers of DISH and/or its Affiliates. Retailer acknowledges that churning of DISH Network Subscribers is detrimental to DISH and negatively affects DISH'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 DISH or an Affiliate of DISH 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 DISH or any other DBS provider or customers of any direct-to-home ("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 DISH 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, DISH, an Affiliate of DISH or DISH Network Subscribers and attempts to persuade DISH Network Subscribers to cancel their DISH service and/or switch to a service offered by any other DBS provider, DTH programming service provider or multi-channel video programming distributor ("MVPD"). 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 9.3 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for five (5) years.

9.4 **Subscriber Information.** All customers who directly or indirectly subscribe to, purchase, lease or otherwise receive and/or acquire: (i) Programming; (ii) any other services provided by DISH or any of its Affiliates, and/or (iii) receive any other services incidental, connected or related to any of the foregoing services; and/or (iv) the hardware necessary to receive any such Programming and/or any such other services (each a "DISH Network Subscriber," or collectively "DISH Network Subscribers") shall be deemed customers of DISH for all purposes relating to programming services, including without limitation video, audio, data and interactive programming services, the other services provided by DISH 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") constitute DISH trade secrets. As such, Retailer further acknowledges and agrees that such Subscriber Information is as between Retailer and DISH, with respect to the delivery of Services and the provision of Hardware, proprietary to DISH, 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 DISH or another source), (b) use any Subscriber Information for the direct or indirect benefit of any individual or entity other than DISH, (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 DISH or an Affiliate of DISH, or promote the sale, lease or other acquisition of any Hardware used in connection with services offered by any person or entity other than DISH and its Affiliates, or (d) reveal any Subscriber Information to any third party for any reason without the express prior written consent of DISH, which consent may be withheld by DISH 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 9.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.5 **Sales and Use Tax.** Retailer, and not DISH, 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 customers.

9.6 **Restricted DISH Employees.** Retailer acknowledges that DISH and its Affiliates have invested substantial economic and other resources and goodwill in the training and professional development of Restricted DISH Employees (as defined below) and that Restricted DISH Employees have acquired certain trade secrets and/or other confidential and proprietary information of DISH and/or its Affiliates in which DISH 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 DISH and its Affiliates (solely for the purposes of this Section 9.6, "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: (i) solicit, recruit, cause, entice, induce or otherwise attempt to persuade (or assist any other person or entity to solicit, recruit, cause, entice, induce or otherwise attempt to persuade) any Restricted DISH Employee to: (a) terminate or otherwise discontinue his or her employment with DISH and/or any of its Affiliates, or (b) be employed by, or provide services to, any individual or entity on behalf of himself or herself, or as a partner, shareholder, director, trustee, principal, agent, employee or consultant of, or in a similar relationship with, any individual or entity whatsoever; or (ii) employ, hire, contract for, or otherwise engage the services of (or assist any other person or entity to employ, hire, contract for or otherwise engage the services of), any Restricted DISH Employee on behalf of himself or herself, or as a partner, shareholder, director, trustee, principal, agent, employee, or

consultant of, or similar relationship with, any individual or entity whatsoever. For the purposes of this Section 9.6, "Restricted DISH Employee" shall mean any person then employed by DISH and/or any of its Affiliates or previously employed by DISH and/or any of its Affiliates at any time within the immediately preceding twelve (12) months: (1) as a regional sales manager, national sales manager, senior manager, director, vice president, senior vice president or executive vice president, (2) in any other position (A) involving the management, supervision and/or control of other persons employed by DISH 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 (1) above with respect to their applicable Business Segment, (3) 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 (1) or (2) above, and/or (4) 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 9.6 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for twelve (12) months.

9.7 **Remedies.** Retailer agrees that any breach of its obligations set forth in this Section 9 will cause substantial and irreparable harm and injury to DISH for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that DISH shall have the right, in addition to (and without limitation of) any other rights and remedies available to DISH 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 9.7 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.8 **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 DISH and that Retailer shall deliver the cash value of the economic benefit to DISH immediately upon receipt of the economic benefit. It is further agreed that Retailer shall hold such economic benefit in trust for the benefit of DISH until such time as its cash value is delivered to DISH. The foregoing is agreed to without prejudice to DISH 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 9.8 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement shall commence on the Effective Date and shall continue through _____ (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 OE 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 DISH 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 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 makes, or attempts to make, any representation, promise or agreement for or on behalf of DISH; (ix) the Trademark License Agreement or any Other Agreement expires or terminates for any reason or no reason; (x) 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; (xi) Retailer directly or indirectly makes any payment to DISH for Programming services or otherwise on behalf of any retail end-user of any DISH DBS System; (xii) the churn rate experienced by DISH for DISH Network Subscribers activated through Retailer is equal to or greater than 125% of the churn rate experienced by DISH with respect to DISH Network subscribers generally during any consecutive three-month period; (xiii) Retailer is in breach or default of any of its obligations under Section 2.5, 6.10, 6.14, 7, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 or 14; (xiv) Retailer indefinitely ceases to actively market and promote DISH DBS Systems and/or Programming, as determined by DISH in its Sole Discretion; (xiv) 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, creating a fictitious or fraudulent customer account, or improperly modifying or canceling a pending work order; or (xv) 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 OE Retailer of DISH; (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, at its sole cost and expense, deliver to DISH at the address specified in Section 16.10.1 of this Agreement (or such other address(es) as may be designated in accordance with Section 16.10.2 of this Agreement), or destroy, at DISH's option, all tangible things of every kind (excluding DISH DBS Systems, if any) in Retailer's possession or control that bear any of the trademarks; (iv) Retailer shall upon request by DISH, certify in writing to DISH that such delivery or destruction has taken place; and (v) Retailer shall pay all sums due DISH under this Agreement and any Other Agreement within thirty (30) days following the date of such expiration or termination. In addition to (and without limitation of) any of the foregoing, in the event Retailer does not receive written notice of DISH's option election under clause (iii) of this Section 10.5 within twenty (20) days following the date of expiration or termination of this Agreement, Retailer shall, at its sole cost and expense, deliver all tangible things described in such clause (iii) to DISH at the notice address specified in Section 16.10.1 of this Agreement (or such other address(es) as may be designated in accordance with Section 16.10.2 of this Agreement). DISH 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 DISH products, programming and other services and that DISH cannot require Retailer to continue as an Authorized OE Retailer. Retailer acknowledges and agrees that it cannot require DISH to allow Retailer to remain an Authorized OE Retailer regardless of whether or not any other retailer is allowed to remain an Authorized OE 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 DISH 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 DISH or an employee, subcontractor, Affiliate, agent, or sub-agent of DISH or any DISH Affiliate. In furtherance (and without limitation) of the foregoing, in no event shall Retailer use DISH's name or the name of any DISH Affiliate and/or any trade name used by DISH or any DISH Affiliate in any manner which would tend to imply that Retailer is an Affiliate of DISH or that Retailer is an employee, subcontractor, Affiliate, agent, or sub-agent of DISH or any of its Affiliates or that Retailer is acting or is authorized to act on behalf of DISH 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, covenant, guarantee or agreement or take any action for or on behalf of DISH or any Affiliate of DISH.

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, DISH AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR OBLIGATION TO RETAILER WHATSOEVER AND RETAILER SHALL HAVE NO RIGHT TO REQUIRE DISH TO CONTINUE TO ALLOW RETAILER TO ACT AS AN AUTHORIZED OE RETAILER TO MARKET, PROMOTE OR SOLICIT ORDERS FOR PROGRAMMING ON BEHALF OF DISH. RETAILER AGREES THAT IN THE EVENT OF EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON OR

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NO REASON, NO AMOUNTS SPENT IN FULFILLMENT OF THIS AGREEMENT WILL BE RECOVERABLE BY RETAILER FROM DISH OR ANY OF ITS AFFILIATES.

12.2 IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS MADE BY OR ON BEHALF OF DISH OR ANY OF ITS AFFILIATES BE BINDING AS COMMITMENTS OR PROMISES. IN NO EVENT SHALL DISH OR ANY AFFILIATE OF DISH BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT 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 DISH 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 "DISH 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; (ii) Retailer's lawful or unlawful acts or omissions (or those of any of Retailer's employees, independent contractors, subcontractors, Affiliates, agents and sub-agents, whether or not such acts are within the scope of employment or authority of such employees, independent contractors, subcontractors, Affiliates, agents and sub-agents) relating to the sale, leasing, transfer of possession, marketing, advertisement, promotion and/or solicitation of orders for Programming, DISH DBS Systems and/or any other products or services of DISH 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; and/or (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 DISH). The DISH 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 DISH 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, and 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 DISH's and/or any of its Affiliates' 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 DISH 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 DISH; (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 DISH 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 DISH, which consent may be withheld in DISH's Sole Discretion. Upon expiration or termination of this Agreement for any reason or no reason whatsoever, Retailer shall return all Confidential Information (including, without limitation, all copies thereof) or at DISH's request in DISH's Sole Discretion destroy all such Confidential Information, and immediately certify in writing to DISH that such delivery or destruction has taken place. For the avoidance of doubt (and without limitation of the provisions of the immediately preceding sentence), in the event Retailer does not receive a request from DISH to destroy all Confidential Information (including, without limitation, all copies thereof) upon expiration or termination of this Agreement, Retailer shall return all such Confidential Information and copies thereof (if any) to DISH at the notice address specified in Section 16.10.1 of this Agreement (or such other address(es) as may be designated in accordance with Section 16.10.2 of this Agreement). 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 DISH for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that DISH shall have the right, in addition to (and without limitation of) any other rights and remedies available to DISH at law, in equity, under contract (including without limitation this Agreement) 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-

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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 DISH deals with thousands of retailers and that hundreds of thousands of incentive payments are made annually. Retailer acknowledges that any delay in notifying DISH of any alleged shortage or non-payment, allegedly incorrect chargeback, or any other alleged claim that may result in DISH's liability to Retailer for damages or injunctive relief may impede DISH'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 DISH control over claims that have to be investigated and to allow DISH 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 DISH'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, DISH 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 DISH (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 DISH'S RETAILER WEBSITE (<http://retailer.dishnetwork.com>, or through such other website(s) as DISH may direct from time to time in applicable Business Rules) IN ACCORDANCE WITH APPLICABLE BUSINESS RULES. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING ALL OTHER CLAIMS VIA ELECTRONIC MAIL TO executiveresolution@dishnetwork.com (or to such other e-mail address(es) as DISH may direct from time to time in applicable Business Rules) WITH THE SUBJECT LINE "NOTICE OF CLAIM." AFTER SUBMITTING A NOTICE OF CLAIM, RETAILER SHALL PROVIDE DISH WITH ANY AND ALL ADDITIONAL INFORMATION REQUESTED BY DISH WITHIN THIRTY (30) DAYS AFTER RECEIPT OF DISH'S REQUEST. DISH 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, DISH 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.** Except as expressly set forth to the contrary in the last sentence of this Section 15.2, 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 DISH and/or any of its Affiliates, on the other hand, including without limitation 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; (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 16.10 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 following the Notice of Mediation. Nothing contained herein (excluding the provisions of Section 2.6, 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, 2.5, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 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. Notwithstanding the foregoing, with respect solely to a dispute, controversy or claim not otherwise barred or resolved under Section 15.1 or exempted under Section 15.4 that directly arises from or in connection with the automatic termination of this Agreement under Section 10.4, the parties acknowledge and agree that either of them shall have the right (but not the obligation) to initiate an Arbitration pursuant to Section 15.3 without first initiating a Mediation under this Section 15.2.

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 DISH 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 without limitation the validity of this Section 15, the circumstances concerning the execution and delivery of this Agreement, 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 DISH 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. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE LAST SENTENCE OF SECTION 15.2 WITH RESPECT TO MEDIATION, 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 2.6, 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, 2.5, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 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 following the Notice of Mediation, and shall be initiated by written notice from the initiating party to the other party pursuant to Section 16.10 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 after sending the Notice of Arbitration; (ii) one arbitrator shall be selected by the respondent(s) within thirty (30) days following 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 after 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 without limitation 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, notwithstanding the last sentence of this Section 15.3.2, 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, including without limitation, punitive or treble damages. 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. Unless otherwise agreed by the parties in writing, all pleadings, discovery (oral and written), and orders resulting from the Arbitration shall be kept confidential.

15.3.3 Arbitration Costs. The following shall be borne equally by the parties during any Arbitration hereunder: (i) all administrative costs, fees and expenses assessed or imposed by the person(s) and/or entity administering the arbitration arising from or in connection with such Arbitration; and (ii) all costs, fees and expenses of the Arbitrator(s) arising from or in connection with such Arbitration. Notwithstanding the immediately preceding sentence, 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, fees 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 without limitation reasonable attorneys' 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") including without limitation the termination of arbitral proceedings by the AAA, for which monetary damages alone would be an inadequate remedy. 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 the City and County of Denver, Colorado pursuant to Section 15.5 below; provided, however, that nothing contained herein (excluding the provisions of Section 2.6, 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, 2.5, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 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 the City and County of Denver, 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). For purposes of this Section 15, in the event that the United States District Court for the District of Colorado does not have subject matter jurisdiction over any matter for which it is specified herein as the proper venue, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in the City and County of Denver, 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. **MISCELLANEOUS.**

16.1 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 DISH or any of its Affiliates to insist upon strict performance of any

provision of any agreement between DISH 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 DISH'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 DISH or any of its Affiliates with respect to the breach or default by another retailer of any agreement between DISH 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 DISH 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).

16.2 **Successor Interests; No Assignment by Retailer; Third Party Beneficiaries.** This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of DISH 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 DISH may assign this Agreement to any of its Affiliates in whole or in part and Any Time in DISH's Sole Discretion without the consent of Retailer. Because this Agreement is made and entered into by DISH 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 DISH'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 DISH's consent hereunder. The provisions of this Agreement are for the exclusive benefit of the parties hereto, DISH's Affiliates and each of 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 DISH) any rights, benefits, duties, obligations, remedies or interests of any nature or kind whatsoever under or by reason of this Agreement.

16.3 **Construction and Interpretation.** Retailer and DISH 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 by facsimile and 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.

16.4 **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.

16.5 **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 communication 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 2.6 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 that there are no unwritten side agreements or oral agreements between them 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.

16.6 **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.

16.7 **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, transponder or Internet server 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.

16.8 **Remedies Cumulative.** It is agreed that the rights and remedies herein provided to DISH in case of default or breach by Retailer of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH 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).

16.9 **Records and Audit Rights.** During the Term of this Agreement and for a period of five (5) 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

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any Other Agreement; (ii) the payment of Incentives and any other payments to Retailer and/or any of its Affiliates by DISH and/or any of its Affiliates; and (iii) all payments made by Retailer or any of its Affiliates to DISH 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 DISH and/or any of its Affiliates. DISH 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 or warranty laws; (c) investigating any claims against DISH 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 DISH 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 DISH and/or any of its Affiliates are being properly calculated (an "Audit"). DISH shall be entitled to conduct an Audit regardless of the existence of any claim, dispute, controversy, mediation, arbitration or litigation between the parties. In addition to (and without limitation of) the foregoing, during the course of an Audit, at the request of DISH, Retailer shall provide DISH or its representative(s) with user and system level access to all computing and communications devices, systems, programs and related equipment used by Retailer in connection with Retailer's performance hereunder. If Retailer refuses to allow DISH to conduct an Audit, Retailer acknowledges that DISH 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 DISH shall be conducted by DISH or its representative(s) at Retailer's offices during normal business hours. If, during the course of an Audit, DISH 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 DISH and/or any of its Affiliates, Retailer shall pay to DISH the costs and expenses incurred by DISH in connection with such Audit. If an Audit reveals that: (A) Retailer and/or any of its Affiliates have underpaid DISH 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 DISH and/or any of its Affiliates, Retailer agrees to repay to DISH 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 DISH and/or any of its Affiliates in connection with an Audit and with enforcing the collection of such amounts. The provisions of this Section 16.9 are without prejudice to any other rights and remedies that DISH 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.

16.10 Notices.

16.10.1 Notice to DISH. Except as otherwise provided in Sections 15 and 16.19, all notices to be given to DISH 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 DISH may designate to Retailer at Any Time in accordance with Section 16.10.2:

If by first class certified mail:

To DISH: DISH Network L.L.C.
Attn: Vice President of Retail Services
P.O. Box 6627
Englewood, Colorado 80155

With a copy to: R. Stanton Dodge
Executive Vice President, General Counsel and Secretary
DISH Network L.L.C.
P.O. Box 6655
Englewood, Colorado 80155

If by overnight courier service:

To DISH: DISH Network L.L.C.
Attn: Vice President of Retail Services
9601 South Meridian Blvd.
Englewood, Colorado 80112

With a copy to: R. Stanton Dodge
Executive Vice President, General Counsel and Secretary
DISH Network L.L.C.
9601 South Meridian Blvd.
Englewood, Colorado 80112

The receipt of such notice shall constitute the giving thereof.

16.10.2 Notice to Retailer. All notices to be given to Retailer pursuant to this Agreement shall be in writing and sent 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 DISH in accordance with Section 16.10.1. Notices to Retailer shall be sent via: (i) first-class certified mail, postage prepaid; (ii) overnight courier service, charges prepaid; (iii) facsimile transmission; or (iv) with the exception of notices given pursuant to Sections 10, 13 or 15, any method of mass communication reasonably directed to DISH's retailer base, including, without limitation, facts blast, e-mail, posting on DISH'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 or refusal 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 DISH'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 DISH's retailer web site.

16.10.3 The provisions of this Section 16.10 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

16.11 Attorney Fees. In the event of any suit, action or arbitration between Retailer and/or any of its Affiliates, on the one hand, and DISH and/or any of its Affiliates, on the other hand, including without limitation to any and all suits, actions or arbitrations to enforce this Agreement, any Business Rules, any Promotional Program or any provisions hereof or thereof, subject to Section 15.3.3, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorneys' 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 16.11 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

16.12 Modifications. Retailer acknowledges that DISH competes in the multi-channel video distribution market, which is highly competitive, fluid and volatile and that DISH must make changes to its marketing, promotion and sales of products and services from time to time to stay competitive. Therefore, Retailer agrees that DISH 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 AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY 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.

16.13 Interstate Commerce. The parties acknowledge that the transactions contemplated by this Agreement involve interstate commerce.

16.14 General Provisions. The exhibit(s) hereto are hereby incorporated into this Agreement by reference in their entirety.

16.15 Power and Authority. Retailer represents and warrants to DISH 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 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.

16.16 Consent to Receive Faxes. Retailer hereby acknowledges that this Agreement serves as Retailer's express written consent to receive facsimile transmittals from DISH and its Affiliates, including without limitation facsimile transmittals which contain unsolicited advertisements. For the avoidance of doubt, such permitted facsimile transmittals from DISH or any of its Affiliates may include, but without limitation, 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.

16.17 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.

16.18 Correction of Spelling, Typographical or Clerical Errors. Retailer hereby grants to DISH 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 each such agreement on Retailer's behalf.

16.19 **Alteration of Terms and Conditions.** Retailer acknowledges and agrees that, because among other things DISH 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 DISH 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 DISH solely and exclusively via an e-mail message addressed to proposedchanges@dishnetwork.com (or to such other e-mail address(es) as may be expressly specified by DISH at Any Time in its Sole Discretion in applicable Business Rules) with the subject line "Proposed Changes to OE Retailer Agreement" (a "Proposal") and that such Proposals must be received by DISH prior to Retailer executing this Agreement. RETAILER ACKNOWLEDGES AND AGREES THAT: (I) ANY AND ALL PROPOSALS RECEIVED BY DISH AFTER RETAILER HAS EXECUTED THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT; AND (II) IN THE EVENT THAT RETAILER EXECUTES THIS AGREEMENT AFTER DISH 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) DISH receives a Proposal from Retailer, (b) Retailer executes this Agreement, and (c) DISH executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the Proposal and Retailer and DISH 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, (2) DISH receives a Proposal from Retailer; and (3) DISH 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 DISH 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) DISH receives a Proposal from Retailer, (B) Retailer executes this Agreement, (C) DISH receives a second Proposal from Retailer, and (D) DISH 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 DISH 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 DISH in a writing signed by an Executive Vice President of DISH (or his or her designee), which specifically acknowledges receipt of the applicable Proposal, includes the portion(s) of the Proposal that DISH is willing to accept, and expressly states that DISH has agreed to accept such portion(s) of the Proposal. Notwithstanding anything to the contrary set forth herein, DISH is under no obligation to receive, consider or accept any Proposals, and in the event that a Proposal received by DISH is not accepted in the manner provided in the immediately preceding sentence, then such Proposal shall automatically be deemed to have been rejected by DISH. For the avoidance of doubt, DISH has the right to not receive, consider or accept any Proposal and to reject any Proposal in its Sole Discretion.

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The parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

DISH NETWORK L.L.C.

By: _____
Name: _____
Title: _____

RETAILER

Retailer Number: _____

Retailer Company Name: _____
(please print)

Street Address: _____
(please print)

City, State, Zip Code: _____
(please print)

Fax Number: _____
(for notice to Retailer pursuant to Section 16.10.2)

(please print)

By: _____
(signature)

Name (please print): _____

Title (please print): _____

[SIGNATURE PAGE OF OE RETAILER AGREEMENT]

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EXHIBIT A

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and effective as of the Effective Date, by and between DISH Network L.L.C., formerly known as EchoStar Satellite L.L.C. ("DISH"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and _____, having a place of business at _____ ("Licensee").

INTRODUCTION

WHEREAS, DISH 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 Listed 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. DISH and its Affiliates hereby grant to Licensee a non-exclusive, non-transferable, revocable license (the "License") to use the Listed Trademarks during the term of this Agreement, and no other license or term 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. Licensee shall have no right whatsoever to use any Trademark (as defined below) other than the Listed Trademarks for any purpose whatsoever, unless expressly authorized in a writing signed by an Executive Vice President of DISH (or his or her designee).

(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 Listed Trademarks (whether in typewritten, stylized or any other form) as provided to Licensee by DISH and/or any of its Affiliates, including without limitation by dissecting in any manner the form of stylized "T" 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 DISH and/or its Affiliates. At no time shall any materials created or used by Licensee indicate that any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distributorship exists between Licensee, on the one hand, and DISH and/or its Affiliates, on the other hand, unless DISH and/or its Affiliates, on the one hand, and Licensee, on the other hand, enter into a separate written agreement expressly permitting Licensee to do so.

(b) Notwithstanding the above, in the event Licensee's exact intended manner of use of one or more of the following has not been approved in writing by DISH for use by Licensee in the immediately preceding twelve (12) months, Licensee shall provide to DISH, at least thirty (30) days prior to first use, and in each case in typewritten, stylized and/or any other form required by DISH in its Sole Discretion: (i) an example of any advertising or promotional materials in which Licensee intends to use any Listed Trademarks or Programmer Trademarks; (ii) a written dispositive listing of all Trademark Paid Search Terms (as defined below) that Licensee or any of its Affiliates intends to bid upon and/or purchase in connection with Licensee's marketing, promotion or solicitation of orders for Programming, Hardware, Services or any other goods or services offered by DISH or any Affiliate of DISH; and (iii) any and all Identifying Communications Information (as defined below) that Licensee intends to use, whether in whole or in part. DISH may reject and prohibit Licensee from using such advertising and promotional materials, Identifying Communications Information and/or Trademark Paid Search Terms, as applicable, either in whole or in part, at Any Time in its Sole Discretion. If Licensee is required to, but fails to provide DISH with proposed advertising or promotional materials, Trademark Paid Search Terms and/or Identifying Communications Information at least thirty (30) days prior to first use in compliance with the foregoing, DISH may immediately terminate this Agreement upon notice to Licensee. If DISH does not provide a response to Licensee's submission of proposed advertising or promotional materials, Trademark Paid Search Terms and/or Identifying Communications Information, such non-response shall be considered DISH's denial of approval. In addition to (and without limitation of) the foregoing, Licensee shall not use any advertising or promotional materials containing any Listed Trademark unless all information contained in such materials is consistent with applicable Promotional Programs, and such materials and their use is then in compliance with applicable Business Rules.

(c) For the purposes of this Agreement:

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(i) "Identifying Communication Information" shall mean any trade name, assumed name, domain name, telephone number (toll-free or otherwise), IP address, text messaging address, or any other letter, number, character or combination thereof used in commerce that includes or refers to any Trademark, whether in whole or in part, whether separately, formatively or otherwise, and whether properly spelled or in any typographical derivation or misspelling thereof;

(ii) "Listed Trademarks" shall mean the trademarks, service marks and trade names of DISH and/or its Affiliates that are: (x) set forth in Exhibit 1 attached hereto and incorporated herein by reference in its entirety, as such exhibit may be modified at Any Time in DISH's Sole Discretion upon notice to Licensee; (y) posted (and only while posted) on the DishMarketingSolutions website (www.dishmarketingsolutions.com) or on such other website(s) as may be expressly specified by DISH in applicable Business Rules at Any Time in its Sole Discretion (each a "DISH Marketing Site"); and (z) set forth in applicable Business Rules which expressly permit their use by Licensee;

(iii) "Trademarks" shall mean: (x) Listed Trademarks, (y) any trademark, service mark and/or trade name of DISH and/or any of its Affiliates that is not a Listed Trademark, and (z) any trademark, service mark and/or trade name that is similar to, or in a colorable variation of, any trademark, service mark and/or trade name of DISH and/or any of its Affiliates that is not a Listed Trademark; and

(iv) "Trademark Paid Search Term" shall mean any Internet search term: (x) that includes any of the Trademarks; and (y) 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 DISH or any of its Affiliates in connection with the placement of any advertising or promotional materials or links thereto on an Internet website.

(d) Licensee acknowledges and agrees that DISH may at Any Time, in its Sole Discretion, change, alter, delete, add or otherwise modify the Listed Trademarks set forth in Exhibit 1 hereto, on any DISH Marketing Site and/or in 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 to create, nor shall it be construed as creating, any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distribution, or as creating any obligation on the part of DISH and/or any of its Affiliates 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 DISH and/or any of its Affiliates. 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 DISH and/or any of its Affiliates in association with the Trademarks shall inure to the sole and exclusive benefit of DISH and/or applicable DISH Affiliate(s). 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 OE Retailer Agreement to which this Agreement is attached (the "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 Listed Trademarks, and all promotional and other uses of any of the Listed 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 Retailer Agreement, shall be of a nature and quality that conforms to standards as may be required by DISH from time to time in its Sole Discretion. Licensee acknowledges and agrees that DISH shall have the right (but not the obligation) to take any and all actions as may be determined by DISH at Any Time in its Sole Discretion to be necessary or desirable to ensure that the nature and quality of the services and/or products offered by Licensee in connection with any of the Listed Trademarks, this Agreement and/or the Retailer Agreement conform to, and are otherwise maintained at a level which reflects, the high standards of DISH and its Affiliates, including without limitation by directly or indirectly through its authorized representatives inspecting Licensee's use of the Listed Trademarks in accordance with the audit provisions of the Retailer Agreement.

4. The rights and obligations herein (including without limitation the License) are granted to Licensee only. Licensee has no authority to transfer or grant any sublicense or any other right related to the rights granted herein to any other entity or individual for any reason, and if Licensee does so, this Agreement shall automatically terminate, unless DISH notifies Licensee to the contrary in writing at any time thereafter. Licensee shall immediately cease using the Listed 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 DISH's option, Licensee shall, at its sole cost and expense, immediately destroy or deliver to DISH any and all advertising and promotional materials in Licensee's possession with Listed Trademarks (whether in typewritten, stylized or any other form) on them and immediately cease using any Trademark Paid Search Terms and/or Identifying Communications Information. In addition to (and without limitation of) any of the foregoing, in the event Licensee does not receive written notice of DISH's option election pursuant to the immediately preceding sentence, Licensee shall, at its sole cost and expense, deliver all materials described in such sentence to DISH at the notice address specified in Section 17.10.1 of the Retailer Agreement (or such other address(es) as may be designated in accordance with Section 17.10.2 of the Retailer Agreement). If DISH requests destruction of advertising and promotional materials and/or that Licensee cease

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using any Trademark Paid Search Terms and/or Identifying Communications Information, 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 and/or Identifying Communications Information, as applicable, has ceased 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 without limitation use on signs, on business cards, in advertisements, in Trademark Paid Search Terms and/or as Identifying Communications Information) or in any form whatsoever (including without limitation typewritten or stylized form), shall not confer upon Licensee any proprietary or other rights, or title or interest in, to or under any of the Trademarks, including, without limitation, 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 DISH and its Affiliates on the one hand, and Licensee and its Affiliates on the other hand, DISH and its Affiliates have the exclusive rights to own and use the Trademarks (whether in typewritten, stylized or any other form), and that DISH and its Affiliates retain full ownership of the Trademarks (whether in typewritten, stylized or any other form) notwithstanding the License regarding the Listed Trademarks granted herein.

6. Licensee represents and warrants that Licensee and/or its Affiliates have 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) any of the foregoing, Licensee represents and warrants that Licensee and/or its Affiliates have not previously registered, and hereby agrees that Licensee shall not in the future register, any domain name: (i) that includes all or any portion of any of the Trademarks; (ii) which may otherwise be confusingly similar to all or any portion of any of the Trademarks; or (iii) for which such registration would not be in accordance with the Usage Standards (as defined below). If Licensee: (a) has previously reserved, filed or registered, or in the future reserves, files or registers, any such formative mark; or (b) has previously registered, or in the future registers, any such domain name, in each case in contravention of any of the foregoing, Licensee agrees to notify DISH immediately, and shall immediately upon the request of DISH, assign to DISH or its designated Affiliate any and all rights, title, and interests that are obtained or may be obtained through the reservation, filing, or registration of any such formative marks (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 DISH, 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, DISH, EchoStar Technologies L.L.C. ("EchoStar"), any DISH or EchoStar Affiliate, or any other related or affiliated entity. To avoid any confusion in this respect, unless otherwise expressly agreed to in advance in a writing signed by an Executive Vice President of DISH (or his or her designee), Licensee agrees not to use, register, submit an application for, obtain, acquire or otherwise seek as part of its business name, trade name or otherwise any trademark or service mark that DISH at Any Time in its Sole Discretion deems to be confusingly similar to any of the Trademarks or any other trademark with respect to which DISH or any of its Affiliates has registered, used in commerce or is then seeking or otherwise pursuing registration (whether within the Territory or otherwise), including without limitation: (i) "DISH"; (ii) "NET"; (iii) "ECHO"; (iv) "Star"; (v) "Turbo"; (vi) "NeverMiss"; or (vii) any other word or combination of words identified or included in any Trademark. Furthermore (and without limitation of any of) the foregoing, Licensee agrees not to register, submit an application for, obtain or otherwise use any Identifying Communications Information that DISH at Any Time in its Sole Discretion deems to be confusingly similar to: (a) any Identifying Communications Information then being used by DISH or any of its Affiliates; or (b) any Identifying Communications Information that DISH advises Licensee that either DISH or any of its Affiliates intend to use. In addition to (and without limitation of any of) the foregoing, Licensee shall conform any and all use of Listed Trademarks, including without limitation "DISH," to such usage standards as may be set forth by DISH at Any Time in its Sole Discretion in applicable Business Rules, or on any DISH Marketing Site ("Usage Standards"). Licensee further agrees to immediately transfer to DISH or its designated Affiliate(s), upon DISH's request, all right, title and interest in, to and under any trademark, service mark, or Identifying Communications Information that Licensee has registered, submitted an application for, obtained, acquired, or otherwise sought to register in contravention of any of the provisions of this Agreement, any 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 DISH with a list of all domain names, trademarks, service marks and/or Identifying Communications Information Licensee uses in connection with its marketing, promotion or solicitation of orders for Programming, Hardware and/or any other services or products offered by DISH and/or any of its Affiliates. Licensee's obligations in this Section 7 shall survive the expiration or termination (for any reason or no reason whatsoever) of this Agreement indefinitely.

8. Nothing in this Agreement shall be construed to bar or restrict in any way DISH and its Affiliates from protecting their right to the exclusive use of the Trademarks (whether in typewritten, stylized or any other form and/or whether or not included in any Identifying Communications Information) against infringement thereof by any party or parties, including without limitation Licensee and its Affiliates, either during the term of this Agreement or following any expiration or termination of Licensee's right to use the Listed Trademarks pursuant to this Agreement for any reason or no reason whatsoever. Licensee will promptly and fully advise DISH of any use of any mark or other use of Identifying Communications Information that may appear to infringe the Trademarks (whether in typewritten, stylized or any other form). Licensee will also fully cooperate with DISH and its Affiliates in the defense and protection of the Trademarks (whether in typewritten, stylized or any other form), at DISH's and/or its Affiliates' expense. Similarly, nothing in this Agreement shall be

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construed to require that DISH and/or its Affiliates take any action to protect any of the Trademarks in any instance, and DISH 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 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") if 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 following 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 Retailer Agreement for any reason or no reason whatsoever and upon termination of any Other Agreement for any reason or no reason whatsoever, unless DISH 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 DISH 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 between the parties for any reason whatsoever (including without limitation 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 over any such dispute, controversy or claim, then such dispute, controversy or claim shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in the City and County of Denver, Colorado.

12. Licensee agrees that any breach of its obligations under this Agreement will cause substantial and irreparable harm and injury to DISH for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Licensee agrees that DISH shall have the right, in addition to (and without limitation of) any other rights and remedies available to DISH at law, in equity, under contract (including without limitation this Agreement and the Retailer Agreement) 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 by facsimile or electronic acceptance (in the manner specified by DISH) and 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 Retailer Agreement.

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The parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

DISH NETWORK L.L.C.

By: _____
Name: _____
Title: _____

LICENSEE

Retailer Number: _____

Retailer Company Name: _____
(please print)

Street Address: _____
(please print)

City, State, Zip Code: _____
(please print)

Fax Number: _____
(please print)

By: _____
(signature)

Name (please print): _____

Title (please print): _____

[SIGNATURE PAGE OF TRADEMARK LICENSE AGREEMENT]

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EXHIBIT 1 TO TRADEMARK LICENSE AGREEMENT



Page 28 of 28

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Confidential and Proprietary

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SLC_ DNC_Investigation_0005894
TX 102-009325

EXHIBIT 414

EXHIBIT 414

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Message

From: Ehrhart, Brandon [/O=ECHOSTAR COMMUNICATIONS
CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=BRANDON.EHRHART]
Sent: 9/2/2010 11:57:02 AM
To: Ergen, Charlie [charlie.ergen@dishnetwork.com]; Ergen, Candy [candy.ergen@dishnetwork.com]; DeFranco, Jim [jim.defranco@dishnetwork.com]; Vogel, Carl (Vice Chairman) [carl.vogel@dishnetwork.com]; Moskowitz, David [david.moskowitz@echostar.com]; 'David Moskowitz ' [davidmoskowitz@hotmail.com]; 'carl.vogel@comcast.net' [carl.vogel@comcast.net]; tom.ortolf@gmail.com; ortolftom@aol.com; 'Gary Howard' [Gary@MOIFOUNDATION.ORG]; 'Steve Goodbarn' [steve.goodbarn@secure64.com]
CC: Dodge, Stanton [stanton.dodge@dishnetwork.com]; Cullen, Thomas [thomas.cullen@dishnetwork.com]
Subject: OE retailer agreement
Attachments: OE Program Business Rules.pdf; OE Retailer Agreement Template.doc

All,

As you know, at today's 1 pm (Mountain) Audit and Board meetings, we are discussing a proposed transaction whereby a company owned by Chase Ergen will enter into DISH Network's standard OE (order entry) retailer agreement. As previously discussed, an OE retailer is a retailer that takes orders for DISH Network but does not do installs. Rob Calbert in the Sales department will manage the relationship with Chase's company. Rob reports to Brian Neylon who reports to Amir Ahmed who reports to Jim DeFranco. For your additional information, please find attached our standard OE retailer agreement and business rules (includes our standard rate card). With respect to payment, an OE retailer receives payment of incentives (e.g., activation incentives) twice per week except for monthly incentives, which are paid 45 days after the last day of the applicable month.

Another copy of the dial-in is set forth below for your reference. For those at Meridian, we will be in the conference room outside Charlie's office. Please do not hesitate to contact me should you have any questions. Thank you.

Brandon

**DISH NETWORK CORPORATION
MEMORANDUM**

To: Charlie Ergen; Candy Ergen; Jim DeFranco; David Moskowitz; Carl Vogel; Steve Goodbarn; Tom Ortolf; Gary Howard
cc: Stanton Dodge
From: Brandon Ehrhart
Date: September 2, 2010
Re: Notice of DISH Audit Committee and Board of Directors Meetings

Notice is hereby given that a special meeting of the Audit Committee and the Board of Directors of DISH Network Corporation will be held on Thursday, September 2, 2010 commencing at 1:00 p.m. Mountain), via teleconference. For those of you at Meridian, we will dial in from the conference room outside of Charlie's office.

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For those who cannot participate in person, the following conference bridge has been established:

DIAL IN NUMBERS: (720) 514-5400
(877) 347-4850

PARTICIPANT PASSCODE: 5737

CHAIRPERSON PASSCODE: 131313

Under our bylaws, all members of the Board of Directors receive notice of Audit Committee are welcome to participate. However, you should not feel obligated to participate in committee meetings merely because you are receiving this notice.

If you have any questions, please feel free to call me at the office at 720.514.5297 or on my mobile phone at 206.605.4838.

Best Regards,

Brandon Ehrhart
Assistant Secretary

*****MY E-MAIL HAS CHANGED TO brandon.ehrhart@dishnetwork.com.
PLEASE UPDATE YOUR ADDRESS BOOK ACCORDINGLY.*****

Brandon Ehrhart
VP, Assoc. General Counsel and Assist. Secretary
DISH Network L.L.C.
Legal Department
9601 S. Meridian Blvd.
Englewood, CO 80112
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