

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

vs.

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

Respondents.

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Supreme Court No. 81704

District Court No.
A-17-763397-B

JOINT APPENDIX
Vol. 50 of 85
[JA011489-JA011731]

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Evidentiary Hearing SLC Exhibit 102²			

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

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

EXHIBIT 555

EXHIBIT 555

**U.S., et al. v. Dish
Network L.L.C.
Plaintiff's Exhibit
PX0238**

Retailer Number

ECHOSTAR RETAILER AGREEMENT

This EchoStar Retailer Agreement (the "Agreement") is made and effective as of 4/12/2006 (the "Effective Date"), by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112, and JERRY DEAN GRIDER DBA JSR ENTERPRISES having a principal place of business at 1740 E GARRY AVE S, SANTA ANA, CA 92705 ("Retailer").

INTRODUCTION

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

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

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

AGREEMENT

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

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

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

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

1.4 "Bulk Programming" means the Programming that EchoStar makes generally available for viewing in Guest Properties and bulk-billed MDU Properties, in each case assuming 100% penetration, subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all such programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason. EchoStar reserves the right to change the Bulk Programming services offered and/or any restrictions applicable to such Bulk Programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason.

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

1.6 "Business Rule(s)" means any term, requirement, condition, condition precedent, process or procedure associated with a Promotional Program or otherwise identified as a Business Rule by EchoStar which is communicated to Retailer by EchoStar or an Affiliate of EchoStar either directly (including e-mail) or through any method of mass communication reasonably directed to EchoStar's retailer base, including, without limitation, a "Charlie Chat", e-mail, facts blast, or posting on EchoStar's retailer web site. Retailer agrees that EchoStar has the right to modify any Business Rule at any time and from time to time in its sole and absolute discretion for any reason or no reason, upon notice to Retailer.

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

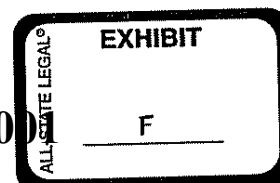
1.8 "Commercial Incentives" means Monthly Commercial Incentives and Additional Commercial Incentives, as such terms are defined in Sections 6.1.3 and 6.2.3, respectively.

1.9 "Commercial Location" means a Public Commercial Location and/or a Private Commercial Location, as those terms are defined below in Sections 1.29 and 1.25, respectively.

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1.10 "Commercial Programming" means the Programming that EchoStar makes generally available for viewing in Commercial Locations subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all of such programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason. EchoStar reserves the right to change the Commercial Programming services offered and/or any restrictions applicable to such Commercial Programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason.

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

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

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

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

1.15 "Eligible Bulk Programming" means the Bulk Programming packages designated by EchoStar as qualifying for the payment of Bulk Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason, upon notice to Retailer.

1.16 "Eligible Commercial Programming" means the Commercial Programming packages designated by EchoStar as qualifying for the payment of Commercial Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason, upon notice to Retailer.

1.17 "Eligible Residential MDU Programming" means the Residential MDU Programming packages designated by EchoStar as qualifying for the payment of Residential MDU Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason, upon notice to Retailer.

1.18 "Eligible Residential Programming" means the Residential Programming packages designated by EchoStar as qualifying for the payment of Residential Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason, upon notice to Retailer.

1.19 "Guest Property" means a hotel, motel, hospital, other healthcare facility or any other similar type of facility located in the Territory that regularly permits overnight or otherwise short-term stays by individuals. Notwithstanding the foregoing, EchoStar reserves the right to determine from time to time, in its sole and absolute discretion for any reason or no reason, whether a location constitutes a Guest Property or is more appropriately considered another type of location.

1.20 "Incentives" mean Monthly Incentives together with any Additional Incentives, as such terms are defined in Sections 1.23 and 1.1, respectively.

1.21 "Institutional/Residential Location" means a property located in the Territory that displays Programming in a non-public, common viewing area within a property that is owned or operated by a government or commercial entity, in which employees are being provided residential living accommodations to facilitate the requirements of their job responsibilities. For example, non-public, common viewing areas within fire stations, oil rigs and coast guard stations are typically Institutional/Residential Locations. Notwithstanding the foregoing, EchoStar reserves the right to determine from time to time, in its sole and absolute discretion for any reason or no reason, whether a location constitutes an Institutional/Residential Location or is more appropriately considered another type of location.

1.22 "MDU Property" means a dormitory, apartment building, condominium complex, retirement community or other type of multifamily living establishment located in the Territory that affords residents living quarters. Notwithstanding the foregoing, EchoStar reserves the right to determine from time to time, in its sole and absolute discretion for any reason or no reason, whether a location constitutes an MDU Property (and, if so, what type of MDU Property, e.g., bulk-billed, non-bulk-billed or other) or is more

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appropriately considered another type of location.

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

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

1.25 "Private Commercial Location" means a place of business located in the Territory that may be accessible to the public, and is not classified within the hospitality industry. For example, office reception areas or waiting rooms and the private offices of attorneys, doctors/dentists, and other business professionals are typically Private Commercial Locations. Notwithstanding the foregoing, EchoStar reserves the right to determine from time to time, in its sole and absolute discretion for any reason or no reason, whether a location constitutes a Private Commercial Location, or is more appropriately considered another type of location.

1.26 "Programming" means DISH Network video, audio, data and interactive programming services. EchoStar reserves the right to change the Programming and/or any restrictions applicable to the Programming at any time and from time to time in its sole and absolute discretion for any reason or no reason.

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

1.28 "Promotional Program" means: (i) a promotional offer, as determined by EchoStar, which Retailer may present to consumers in connection with Retailer's marketing, promotion and solicitation of orders for Programming; (ii) the Incentives, as determined by EchoStar, which Retailer may receive in connection with such promotional offer; and (iii) the Business Rules, as determined by EchoStar, setting forth the terms and conditions governing the promotional offer and any corresponding Incentives. EchoStar reserves the right to discontinue any Promotional Program or change the Business Rules associated therewith at any time and from time to time in its sole and absolute discretion for any reason or no reason, upon notice to Retailer.

1.29 "Public Commercial Location" means a place of business located in the Territory that: (i) is generally accessible to the public, (ii) is typically classified within the hospitality industry, (iii) typically serves food and/or liquor for immediate consumption, and (iv) is typically registered with a Fire Occupancy Certificate. No satellite master antenna television or private cable system in a commercial or residential multiple dwelling unit (i.e., hotels, hospitals, dormitories, etc.) shall be considered a Public Commercial Location; provided, however, that a place of business located within such multiple dwelling units that otherwise meets the definition of a Public Commercial Location (e.g., a restaurant within a hotel or hospital) may be considered a Public Commercial Location. For example, bars, restaurants, clubs, casinos, lounges, and shopping malls are typically Public Commercial Locations. Notwithstanding the foregoing, EchoStar reserves the right to determine from time to time, in its sole and absolute discretion for any reason or no reason, whether a location constitutes a Public Commercial Location, or is more appropriately considered another type of location.

1.30 "Qualifying Bulk Subscriber" means a commercial enterprise providing Bulk Programming on a bulk basis, assuming 100% penetration, to a Guest Property and/or a bulk-billed MDU Property that orders Eligible Bulk Programming, that timely pays for all Bulk Programming ordered in full, that has not violated any of the terms and conditions set forth in an EchoStar Commercial Customer Agreement, and that has never previously received any audio, video, data or any other programming services from EchoStar or any Affiliate of EchoStar. A Qualifying Bulk Subscriber shall not include any commercial enterprise that would otherwise qualify, but whose equipment EchoStar, in its sole and absolute discretion for any reason or no reason, declines to activate.

1.31 "Qualifying Commercial Subscriber" means a commercial enterprise operating a business at a Commercial Location that orders Eligible Commercial Programming, that timely pays for all Commercial Programming ordered in full, that has not violated any of the terms and conditions set forth in an EchoStar Commercial Customer Agreement, and that has never previously received any audio, video, data or any other programming services from EchoStar or any Affiliate of EchoStar. A Qualifying Commercial Subscriber shall not include any commercial enterprise that would otherwise qualify, but whose equipment EchoStar, in its sole and absolute discretion for any reason or no reason, declines to activate.

1.32 "Qualifying Residential MDU Subscriber" means an individual at a non-bulk-billed MDU Property who orders Eligible Residential MDU Programming, who timely pays for all Residential MDU Programming ordered in full, who has not violated any of the terms and conditions set forth in an EchoStar Residential Customer Agreement, and who has never previously received any audio, video, data or any other programming services from EchoStar or any Affiliate of EchoStar. A Qualifying Residential MDU Subscriber shall not include any individual who would otherwise qualify, but whose equipment EchoStar, in its sole and absolute discretion for any reason or no reason, declines to activate.

1.33 "Qualifying Residential Subscriber" means an individual at a Residential Location or an Institutional/Residential

Location who orders Eligible Residential Programming, who timely pays for all Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in an EchoStar Residential Customer Agreement, and who has never previously received any audio, video, data or any other programming services from EchoStar or any Affiliate of EchoStar. A Qualifying Residential Subscriber shall not include any individual who would otherwise qualify, but whose equipment EchoStar, in its sole and absolute discretion for any reason or no reason, declines to activate.

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

1.35 "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, in no case shall any satellite master antenna television system or private cable system in a residential multiple dwelling unit or any similar programming reception system (e.g., dormitories, etc.) be considered a Residential Location. Notwithstanding the foregoing, EchoStar reserves the right to determine from time to time, in its sole and absolute discretion for any reason or no reason, whether a location constitutes a Residential Location or is more appropriately considered another type of location.

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

1.37 "Residential MDU Programming" means the Programming that EchoStar makes generally available for viewing in non-bulk-billed MDU Properties subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all such programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason. EchoStar reserves the right to change the Residential MDU Programming services offered and/or any restrictions applicable to such Residential MDU Programming services at any time and from time to time in its sole discretion for any reason or no reason.

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

1.39 "Residential Programming" means the Programming that EchoStar makes generally available for viewing in Residential Locations and Institutional/Residential Locations subject to any restrictions (geographic, blackout, or otherwise) as EchoStar may impose on some or all such programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason. EchoStar reserves the right to change the Residential Programming services offered and/or any restrictions applicable to such Residential Programming services at any time and from time to time in its sole and absolute discretion for any reason or no reason.

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

1.41 "Retailer Account" means the bank account, including account and ABA routing numbers, designated by Retailer in the manner prescribed by EchoStar, which Retailer may change from time to time by providing at least sixty (60) days' prior written notice to EchoStar.

1.42 "Subscriber Accounts" means Residential Subscriber Accounts, Residential MDU Subscriber Accounts, Commercial Subscriber Accounts and Bulk Subscriber Accounts, as such terms are defined in Sections 1.40, 1.38, 1.11 and 1.5, respectively.

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

1.44 "Territory" shall have the meaning set forth in Section 3.2 below.

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

1.47 "Unit" means each separate living quarters in a non-bulk-billed MDU Property.

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2. **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:

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

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

2.3 Retailer represents and warrants that (i) it is a valid and existing entity in compliance with all laws and regulations related to maintenance of its corporate or other business status; (ii) it is not currently insolvent; (iii) it is not violating any federal, state or local law or regulation; (iv) it has never engaged in any of the acts prohibited under Sections 3.6, 3.7, 3.8, 3.9, 6.10, 6.14, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8 or 14 below; (v) it has not engaged in any acts that would have resulted in automatic termination or be considered a default or breach under any current or former Incentivized Retailer Agreement, Commissioned Retailer Agreement, Commissioned Dealer Agreement, Non-Incentivized Retailer Agreement, Non-Commissioned Retailer Agreement, or Non-Commissioned Dealer Agreement with EchoStar or under any other current or former Other Agreement; (vi) it is not dependent upon EchoStar or Affiliates of EchoStar for a major part of Retailer's business; and (vii) it either sells or could sell other products or services in addition to EchoStar products or services that compete with EchoStar products or services.

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

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

2.6 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY STATEMENTS OR REPRESENTATIONS NOT CONTAINED HEREIN AND THAT IT HAS NOT BEEN INDUCED INTO ENTERING THIS AGREEMENT BY ANY STATEMENTS, ACTS OR OMISSIONS NOT EXPRESSLY SET FORTH HEREIN.

2.7 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.

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

2.9 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.

3. **APPOINTMENT; TERRITORY.**

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

promotion of Bulk Programming to, commercial enterprises providing Bulk Programming on a bulk-basis, assuming 100% penetration, to Guest Properties and bulk-billed MDU Properties.

3.2 **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").

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

3.4 **Non-Exclusivity.** Retailer acknowledges that: (i) nothing in this Agreement is intended to confer, nor shall it be construed as conferring, any exclusive territory or any other exclusive rights upon Retailer; (ii) EchoStar and its Affiliates make absolutely no promises, representations or warranties 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 or revenue as result of its participation in this Agreement or any Promotional Program; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount of Incentives or any minimum amount of other payments, income, revenue or other economic benefit in any form whatsoever; (v) EchoStar currently offers, and at any time, and from time to time, in the future may offer in its sole and absolute discretion for any reason or no reason, others the opportunity to act as an Authorized Retailer or to solicit orders for Programming in the same geographic area in which Retailer is located and elsewhere; (vi) EchoStar and its Affiliates shall be entitled, among other things, to: (a) market, promote and solicit orders for Programming, (b) distribute, sell, lease and otherwise transfer possession of DISH DBS Systems, Promotional Certificates and other equipment, and (c) perform installation and maintenance services (directly and through subcontractors) for DISH DBS Systems, related accessories and other equipment, in each case throughout the Territory and in competition with Retailer, without any obligation or liability to Retailer whatsoever, and without providing Retailer with any notice thereof; and (vii) EchoStar shall be free to cease or suspend provision of the Programming services in whole or in part at any time, and from time to time in its sole and absolute discretion for any reason or no reason, and shall incur no liability to Retailer by virtue of any such cessation or suspension.

3.5 **Purchase of DISH DBS Systems by Retailer from EchoStar.** In the event that Retailer orders any DISH DBS Systems or Promotional Certificates from Echosphere L.L.C. or any of its Affiliates (collectively, "Echosphere" for purposes of this Section 3.5), Retailer shall order such products by phone order, via Echosphere online ordering or by written purchase order (each, a "Purchase Order") issued during the Term of this Agreement. A Purchase Order shall be a binding commitment by Retailer. Any failure to confirm a Purchase Order shall not be deemed acceptance by Echosphere. Purchase Orders of Retailer shall state only the: (i) identity of goods; (ii) quantity of goods; (iii) purchase price of goods; and (iv) requested ship date of goods. Any additional terms and conditions stated in a Purchase Order shall not be binding upon Echosphere unless expressly agreed to in writing by Echosphere. In no event shall Echosphere be liable for any delay, or failure to fulfill, any Purchase Order (or any portion thereof), regardless of the cause of such delay or failure. In the event of any conflict between the terms and conditions of a Purchase Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. In the event of any ambiguity between or among the terms and conditions of this Agreement and the terms and conditions of any Purchase Order, EchoStar shall have the sole and exclusive authority to interpret and/or make a final determination in its sole and absolute discretion for any reason or no reason concerning any issue arising from such ambiguity. Echosphere shall be considered a third party beneficiary of Retailer's obligations under this Agreement. Retailer hereby acknowledges and agrees that Echosphere has no obligation to re-purchase DISH DBS Systems or Promotional Certificates back from Retailer at any time for any reason.

3.6 **Sale of DISH DBS Systems.** Retailer agrees that as a condition precedent to eligibility to receive Incentives from EchoStar, it will not directly or indirectly sell, lease or otherwise transfer possession of a DISH DBS System or Promotional Certificate to any person or entity whom Retailer knows or reasonably should know: (i) is not an end-user and/or intends to resell, lease or otherwise transfer it for use by another individual or entity; (ii) intends to use it, or to allow others to use it, to view Residential Programming at a location other than a Residential Location or Institutional/Residential Location; (iii) intends to use it, or to allow others to use it, to view Residential MDU Programming at a location other than a non-bulk-billed MDU Property; (iv) intends to use it, or to allow others to use it in Canada, Mexico or at any other location outside of the Territory; or (v) intends to have, or to allow others to have, Programming authorized for it under a single DISH Network account that has or will have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of a bulk-billed MDU Property). It shall be Retailer's responsibility to investigate and determine whether any sale by Retailer would be in violation of this Section. In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System or Promotional Certificate to a person or entity who uses it, or allows others to use it to (a) view Residential Programming at a location other than a Residential Location or an Institutional/Residential Location, or (b) view Residential MDU Programming at a location other than a non-bulk-billed MDU Property, then Retailer agrees to pay to EchoStar upon demand: (1) the difference between the amount actually received by EchoStar for the

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Programming authorized for the DISH DBS System and the full commercial rate for such Programming (regardless of whether EchoStar has or had commercial distribution rights for such Programming); and (2) the total amount of any admission charges or similar fees imposed for listening to or viewing such Programming (regardless of whether such charges and/or fees were imposed or collected by Retailer). In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System or Promotional Certificate to a person or entity who has, or allows others to have, Programming authorized for it under a single DISH Network account that at any time has Programming activated for multiple DISH DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of bulk-billed MDU Properties), and Retailer knew or reasonably should have known that the person or entity intended to have, or allow others to have, Programming authorized for the DISH DBS System under such an account, then Retailer agrees to pay to EchoStar upon demand, the difference between the amount actually received by EchoStar for the Programming authorized under the single account and the full retail price for such Programming had each DISH DBS System authorized under the single account been authorized under a separate account. IN THE EVENT THAT RETAILER BREACHES ANY OF ITS OBLIGATIONS UNDER THIS SECTION 3.6, ECHOSTAR SHALL BE ENTITLED TO CHARGE BACK AT ANY TIME (EVEN AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT) THE INCENTIVES, IF ANY, PAID TO RETAILER BY ECHOSTAR WITH RESPECT TO ANY SUBSCRIBER ACCOUNT AFFECTED BY SUCH BREACH OR DEFAULT. IN THE EVENT THAT RETAILER WISHES TO DISPUTE ANY SUCH CHARGEBACK, RETAILER SHALL FOLLOW THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN SECTION 15 BELOW. ECHOSTAR'S CALCULATION OF AMOUNTS OWING TO ECHOSTAR FROM RETAILER UNDER THIS SECTION 3.6 SHALL BE BINDING ABSENT FRAUD, MALICE OR WILLFUL AND WANTON MISCONDUCT ON THE PART OF ECHOSTAR. The foregoing provisions of this Section 3.6 are without prejudice to any other rights and remedies that EchoStar and/or its Affiliates may have under this Agreement, at law, in equity or otherwise (all of which are hereby expressly reserved), and shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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

3.8 Financing; Making Payments on Behalf of End-Users. Retailer shall not directly or indirectly provide financing for the purchase of any Programming or make any payment to EchoStar for Programming services 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 EchoStar for Programming services or otherwise on behalf of the end-user of such DISH DBS System.

3.9 Installation Services. Retailer represents, warrants, covenants and agrees that all installation and after-sales services performed by Retailer and/or its subcontractors, agents and employees in connection with the sale, lease or other transfer of DISH DBS Systems will be performed by Retailer and/or its subcontractors, agents and employees in accordance with all applicable laws, codes and regulations, and subject to all of the terms, conditions, standards and guidelines set forth in the DISH Network Installation Manual (located on the retailer web site), as such terms, conditions, standards and guidelines may be changed at any time and from time to time by EchoStar or any of its Affiliates (including, without limitation, DISH Network Service L.L.C.) in their sole and absolute discretion, for any reason or no reason, upon notice to Retailer.

3.10 Prior Retailer Agreements.

3.10.1 IN THE EVENT THAT RETAILER PREVIOUSLY ENTERED INTO ANY INCENTIVIZED RETAILER AGREEMENT, COMMISSIONED RETAILER AGREEMENT, COMMISSIONED DEALER AGREEMENT OR ANY OTHER AGREEMENT WITH ECHOSTAR OR ANY OF ITS AFFILIATES RELATING TO THE MARKETING, PROMOTION, ADVERTISING OR SOLICITATION OF ORDERS FOR PROGRAMMING BY RETAILER AND THE PAYMENT OF CERTAIN AMOUNTS BY ECHOSTAR THEREFOR (A "PRIOR RETAILER AGREEMENT"), WHICH IS IN EFFECT (IN WHOLE OR IN PART) AS OF THE EFFECTIVE DATE, THEN UPON THE EFFECTIVE DATE: (I) ALL PRIOR RETAILER AGREEMENTS SHALL BE AUTOMATICALLY TERMINATED, EXCEPT THAT THE PROVISIONS (EXCLUDING ANY PROVISIONS RELATED TO THE PAYMENT OF COMMISSIONS OR INCENTIVES) IN SUCH PRIOR RETAILER AGREEMENTS THAT EXPRESSLY SURVIVE AND SUCH OTHER RIGHTS AND OBLIGATIONS THEREUNDER AS WOULD LOGICALLY BE EXPECTED TO SURVIVE TERMINATION OR EXPIRATION SHALL CONTINUE IN FULL FORCE AND EFFECT FOR THE PERIOD SPECIFIED OR FOR A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES IF NO PERIOD IS SPECIFIED; (II) ALL INCENTIVES, COMMISSIONS OR OTHER PAYMENTS OF ANY TYPE DUE TO RETAILER UNDER SUCH PRIOR RETAILER AGREEMENT SHALL BE PAYABLE BY ECHOSTAR TO RETAILER AS INCENTIVES SOLELY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (III) EXCEPT AS SET FORTH IN SECTION 3.10.1(I), ALL RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL PRIOR RETAILER AGREEMENTS SHALL BE OF NO FURTHER FORCE OR EFFECT.

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3.10.2 RETAILER AND ITS AFFILIATES HEREBY ACKNOWLEDGE AND AGREE THAT THEY DO NOT, AS OF THE EFFECTIVE DATE, HAVE ANY CLAIMS OR CAUSES OF ACTION AGAINST ECHOSTAR OR ANY OF ITS AFFILIATES FOR ACTS OR OMISSIONS THAT MAY HAVE OCCURRED PRIOR TO THE EFFECTIVE DATE AND, IN CONSIDERATION OF RETAILER BEING APPOINTED AS AN AUTHORIZED RETAILER HEREUNDER BY ECHOSTAR, RETAILER AND ITS AFFILIATES HEREBY AGREE TO WAIVE ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION, WITH THE SOLE EXCEPTION OF ANY CLAIMS AND CAUSES FOR WHICH RETAILER PROVIDES WRITTEN NOTICE TO ECHOSTAR IN THE SAME FORM REQUIRED FOR A NOTICE OF CLAIM UNDER SECTION 15 BELOW WITHIN NINETY (90) DAYS (OR THE SHORTEST PERIOD OF TIME ALLOWED BY APPLICABLE LAW IF MORE THAN 90 DAYS) AFTER THE EFFECTIVE DATE. ECHOSTAR SHALL HAVE THE SAME RIGHTS WITH RESPECT TO REQUESTS FOR ADDITIONAL INFORMATION AND ACCESS TO RETAILER'S BOOKS AND RECORDS IN CONNECTION WITH ANY SUCH CLAIMS AND CAUSES OF ACTION AS ECHOSTAR HAS UNDER SECTION 17.9 BELOW. FAILURE TO STRICTLY COMPLY WITH THE PROVISIONS OF THIS SECTION 3.10.2 WITH RESPECT TO A PARTICULAR CLAIM AND/OR CAUSE OF ACTION SHALL CONSTITUTE A WAIVER BY RETAILER AND ITS AFFILIATES WITH RESPECT TO THE RELEVANT CLAIM AND/OR CAUSE OF ACTION. HOWEVER, NOTWITHSTANDING ANY TERMS OF THIS AGREEMENT, NOTHING CONTAINED IN THIS AGREEMENT WILL WAIVE ANY RIGHT RETAILER MAY HAVE IN THE CLAIMS BROUGHT IN THE FOLLOWING CLASS ACTION LAWSUITS IN THE EVENT THE FOLLOWING LAWSUITS ARE CERTIFIED: CASE NO. 00-CV-1989, STYLED JOHN DEJONG, D/B/A ANEXWAVE, @ AND JOE KELLY, D/B/A AKEL-TRONICS, @ AND JAGUAR TECHNOLOGIES, INC. V. ECHOSTAR SATELLITE CORPORATION, UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO; CASE NO. 00-CV-3130, STYLED AIR COMMUNICATION & SATELLITE, INC. ET AL. V. ECHOSTAR SATELLITE CORPORATION, DISTRICT COURT, ARAPAHOE COUNTY, COLORADO; CASE NO. 500-CV-268, STYLED SATELLITE DEALERS SUPPLY, INC. V. ECHOSTAR COMMUNICATIONS CORP., UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF TEXAS. 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 AFTER THE EFFECTIVE DATE, NOTWITHSTANDING PAYMENT BY ECHOSTAR OF ANY INCENTIVES, COMMISSIONS OR OTHER PAYMENTS TO RETAILER PRIOR TO THE EFFECTIVE DATE. THIS AGREEMENT SHALL NOT AMEND, MODIFY, ALTER OR CHANGE ANY TERMS OR CONDITIONS OF ANY LEASE PLAN DEALER AGREEMENT, OR ANY SIMILAR AGREEMENT RELATING TO LEASING, WHICH IS NOW EXISTING OR LATER MADE WITH ECHOSTAR OR ANY OF ITS AFFILIATES.

3.11 **Promotional Programs.** Retailer shall be eligible to participate in such Promotional Programs as EchoStar and/or any of its Affiliates may make available to Retailer from time to time in their sole and absolute discretion for any reason or no reason. Retailer agrees to be bound by, and use its best efforts to support, all of the terms and conditions of (and all of such terms and conditions are hereby incorporated by reference in their entirety) the Promotional Programs in which Retailer elects to participate. Retailer acknowledges and agrees that: (i) under no circumstances shall EchoStar or any of its Affiliates have at any time any obligation to offer any Promotional Programs to Retailer, or if Promotional Programs are offered to others, to permit Retailer to be eligible to participate in them; (ii) EchoStar and its Affiliates may, from time to time in their sole and absolute discretion for any reason or no reason, add, discontinue, substitute, modify, amend or otherwise alter any or all of the terms and conditions of any Promotional Programs; and (iii) if EchoStar and/or any of its Affiliates offer any Promotional Programs to Retailer, then Retailer shall only be eligible to participate in such Promotional Programs if and to the extent that it meets all of the qualification criteria and other terms and conditions as EchoStar and/or its Affiliates may establish from time to time in their sole and absolute discretion for any reason or no reason. In the event of any conflict or inconsistency between the terms and conditions of a Promotional Program and/or applicable Business Rules and the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. In the event of any ambiguity between or among the terms and conditions of a Promotional Program, Business Rule and/or this Agreement, EchoStar shall have the sole and exclusive authority to interpret and/or make a final determination in its sole and absolute discretion for any reason or no reason concerning any issue arising from such ambiguity.

3.12 **MDU Property / Guest Properties.** Retailer shall ensure that no Guest Property or bulk-billed MDU Property engages directly or indirectly in: (i) the reselling of Bulk Programming (i.e., the property cannot charge more for Bulk Programming than they pay to EchoStar for such Bulk Programming); (ii) the retransmission or rebroadcast of any Programming, except with the express written consent of EchoStar which consent EchoStar may withhold in its sole and absolute discretion for any reason or no reason; or (iii) modifying, adding to, or deleting from any of the Bulk Programming. Retailer shall promptly notify EchoStar if it is aware of or suspects a change in the number of Units at any Guest Property or bulk-billed MDU Property subscribing to Bulk Programming. Retailer understands and agrees that bulk-billed MDU Properties, non-bulk-billed MDU Properties and Guest Properties may require the purchase of commercially-invoiced DISH DBS Systems, as further described in applicable Business Rules and adjustable at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason.

4 **PROGRAMMING.**

4.1 **Programming.** EchoStar shall determine from time to time, in its sole and absolute discretion for any reason or no reason, the Programming for which Retailer may solicit orders. EchoStar may expand, reduce or otherwise modify the content of any Programming packages or add or delete any Programming (either in a package or a-la-carte) at any time and from time to time in its sole and absolute discretion for any reason or no reason. Any changes shall be effective immediately upon notification by EchoStar, unless EchoStar notifies Retailer of a different effective date.

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

5. **PRICES.** EchoStar shall determine the retail prices for Programming from time to time in its sole and absolute discretion for any reason or no reason. Retailer will only solicit orders for Programming at the retail prices set by EchoStar from time to time. EchoStar may increase, decrease or otherwise modify those prices at any time and from time to time in its sole and absolute discretion for any reason or no reason. Any price changes shall be effective immediately upon notification by EchoStar, unless EchoStar notifies Retailer of a different effective date. Retailer shall not represent that Programming may be purchased or obtained on any other terms except as authorized in writing by EchoStar.

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

6.1 **Monthly Incentives.**

6.1.1 **Monthly Residential Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each DISH DBS System or Promotional Certificate that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates (in the case of DISH DBS Systems and Promotional Certificates), or a Third Party Manufacturer (solely with respect to DISH DBS Systems); (ii) is re-sold by Retailer directly to a Qualifying Residential Subscriber; and (iii) results in the activation of Eligible Residential Programming for a new Residential Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Residential Incentive"), in accordance with applicable Business Rules. 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 by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW RESIDENTIAL SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY RESIDENTIAL INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY RESIDENTIAL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.1.2 **Monthly Residential MDU Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each commercially-invoiced DISH DBS System that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates, or a Third Party Manufacturer; (ii) is re-sold by Retailer directly to a Qualifying Residential MDU Subscriber; and (iii) results in the activation of Eligible Residential MDU Programming for a new Residential MDU Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Residential MDU Incentive"), in accordance with applicable Business Rules. The amount of such Monthly Residential MDU Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW RESIDENTIAL MDU SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY RESIDENTIAL MDU INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY RESIDENTIAL MDU INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.1.3 **Monthly Commercial Incentives.** Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each DISH DBS System that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates, or a Third Party Manufacturer; (ii) is re-sold by Retailer directly to a Qualifying Commercial Subscriber; and (iii) results in the activation of Eligible Commercial Programming for a new Commercial Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Commercial Incentive"), in accordance with applicable Business Rules. The amount of such Monthly Commercial Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW COMMERCIAL SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY COMMERCIAL

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INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY COMMERCIAL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15

6.1.4 Monthly Bulk Incentives. Subject to the terms and conditions of this Agreement (including without limitation the Exhibits attached hereto) and any applicable Business Rules, for each commercially-invoiced DISH DBS System that during the Term of this Agreement: (i) is sold to Retailer directly by EchoStar or any of its Affiliates, or a Third Party Manufacturer; (ii) is re-sold by Retailer directly to a Qualifying Bulk Subscriber; and (iii) results in the activation of Eligible Bulk Programming for a new Bulk Subscriber Account, Retailer may be eligible to receive a monthly incentive (the "Monthly Bulk Incentive"), in accordance with applicable Business Rules. The amount of such Monthly Bulk Incentive together with payment terms and other applicable terms and conditions shall be set forth in Business Rules which shall be distributed by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER. ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR DISH NETWORK SUBSCRIBER IS A NEW BULK SUBSCRIBER ACCOUNT ELIGIBLE FOR THE PAYMENT OF MONTHLY BULK INCENTIVES HEREUNDER. ECHOSTAR'S CALCULATION AND PAYMENT OF MONTHLY BULK INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15.

6.2 Additional Incentives.

6.2.1 Additional Residential Incentives. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Residential Incentives with respect to new Residential Subscriber Accounts, such as, co-op accrual, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Residential Incentives") under such Promotional Programs as EchoStar may make available to Retailer at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Residential Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.2 Additional Residential MDU Incentives. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Residential MDU Incentives with respect to new Residential MDU Subscriber Accounts, such as, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Residential MDU Incentives") under such Promotional Programs as EchoStar may make available to Retailer at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Residential MDU Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.3 Additional Commercial Incentives. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Commercial Incentives with respect to new Commercial Subscriber Accounts, such as, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Commercial Incentives") under such Promotional Programs as EchoStar may make available to Retailer at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Commercial Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

6.2.4 Additional Bulk Incentives. During the Term of this Agreement, Retailer may be eligible to participate in and receive incentives other than Monthly Bulk Incentives with respect to new Bulk Subscriber Accounts, such as, activation fee payments, flex payments, equipment discounts and professional installation payments ("Additional Bulk Incentives") under such Promotional Programs as EchoStar may make available to Retailer at any time and from time to time in EchoStar's sole and absolute discretion for any reason or no reason. The terms and conditions, including without limitation, eligibility requirements, governing each Additional Bulk Incentive shall be set forth in applicable Business Rules, which shall be distributed or otherwise made available by EchoStar from time to time in accordance with Section 1.6 above. ECHOSTAR EXPRESSLY RESERVES THE RIGHT TO CHANGE APPLICABLE BUSINESS RULES AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON, UPON NOTICE TO RETAILER.

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6.2.5 RETAILER ACKNOWLEDGES AND AGREES THAT:

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

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

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

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

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

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

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

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

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6.3 Chargeback of Incentives.

6.3.1 IN THE EVENT THAT RETAILER IS PAID AN INCENTIVE TO WHICH IT IS NOT ENTITLED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY PROMOTIONAL PROGRAM OR APPLICABLE BUSINESS RULES, ECHOSTAR SHALL HAVE THE RIGHT TO CHARGE BACK SUCH INCENTIVE PAID TO RETAILER. IN ADDITION TO THE FOREGOING, ECHOSTAR SHALL HAVE THE RIGHT TO CHARGE BACK ALL OR ANY PORTION OF THE MONTHLY INCENTIVES (AT ANYTIME) OR ADDITIONAL INCENTIVES (TO THE EXTENT THAT THE APPLICABLE CHARGEBACK PERIOD SET FORTH IN THIS AGREEMENT OR APPLICABLE BUSINESS RULES HAS NOT EXPIRED) PAID:

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

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

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

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

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

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

6.4.1 Electronic Funds Transfer. Retailer shall provide EchoStar with the Retailer Account information and any changes thereto ("EFT Instructions"), in the manner prescribed by EchoStar. Until Retailer provides EchoStar with EFT Instructions, or in the event that Retailer elects to receive payments by check, EchoStar shall pay Incentives to Retailer by check and Retailer will be assessed EchoStar's standard processing fee, which may be changed by EchoStar at any time and from time to time in its sole and absolute discretion for any reason or no reason.

6.4.2 Reliance on Retailer Account Information. With respect to Retailer's EFT Instructions, and any purported changes or modifications thereof by Retailer, EchoStar may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing.

or instrument and may assume that any person purporting to give any such writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized by Retailer to do so. The provisions of this Section 6.4.2 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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

6.4.4 Incentive Statements. EchoStar shall make available to Retailer, in an electronic format determined by EchoStar at any time and from time to time in its sole and absolute discretion for any reason or no reason, periodic statements reflecting the Incentives (if any) payable to Retailer as well as any Chargebacks assessed against Retailer. For the avoidance of doubt, such statements will only be made available during periods when Incentives are payable to Retailer. Retailer acknowledges that EchoStar is not required to provide Retailer with any additional information, including but not limited to communications between EchoStar and any EchoStar Subscriber or any customer account information regarding any EchoStar Subscriber.

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

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

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

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

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

date of the order; (v) the Bulk Subscriber Account is otherwise terminated, disconnected or deactivated for any reason or no reason whatsoever; or (vi) the Qualifying Bulk Subscriber alleges that Retailer committed fraud or any other deceptive act or practice

6.5.5 Retailer shall not be entitled to any Incentives with respect to the activation by EchoStar of a DISH DBS System unless: (i) all of the individual components comprising the applicable DISH DBS System (e.g., receivers, dishes and LNBFs) are confirmed by EchoStar as having been purchased by Retailer directly from either: (a) Echosphere L.L.C. or any other Affiliate of EchoStar; or (b) a Third Party Manufacturer; or (ii) the DISH DBS System is delivered pursuant to a Promotional Certificate that is confirmed by EchoStar as having been purchased by Retailer directly from Echosphere L.L.C. or any other Affiliate of EchoStar. Retailer acknowledges and agrees that EchoStar shall not be required to pay Incentives to Retailer in connection with a DISH DBS System purchased by Retailer directly from a Third Party Manufacturer unless and until the Third Party Manufacturer provides EchoStar with accurate information required by EchoStar to be able to pay such Incentives to Retailer including, at a minimum: (1) serial numbers for DISH DBS Systems sold by the Third Party Manufacturer to Retailer; and (2) the name and address, and other appropriate identifying information of Retailer.

6.5.6 Notwithstanding anything to the contrary set forth herein and unless expressly set forth to the contrary under the terms and conditions of a specific Promotional Program or applicable Business Rules, Retailer shall only be entitled to receive Monthly Residential Incentives and Additional Residential Incentives with respect to the first new Residential Subscriber Account activated per household. Notwithstanding anything to the contrary set forth herein and unless expressly set forth to the contrary under the terms and conditions of a specific Promotional Program or applicable Business Rules, Retailer shall only be entitled to receive Monthly Residential MDU Incentives and Additional Residential MDU Incentives with respect to the first new Residential MDU Subscriber Account activated per household. Notwithstanding anything to the contrary set forth herein and unless expressly set forth to the contrary under the terms and conditions of a specific Promotional Program or applicable Business Rules, Retailer shall only be entitled to receive Monthly Commercial Incentives and Additional Commercial Incentives with respect to the first new Commercial Subscriber Account activated per business operated at a Commercial Location.

6.6 Suspension and Termination of Incentives.

6.6.1 **Suspension.** In addition to any other rights and remedies available, EchoStar shall not be required to pay any Incentives to Retailer which would otherwise be due to Retailer during any period in which Retailer is in breach or default of this Agreement, the Trademark License Agreement (attached hereto as Exhibit A) or any Other Agreement, and EchoStar shall have no liability to Retailer as a result of such suspension of payment. Specifically, and without limitation of the foregoing, Retailer shall have no right at any time to recoup any Incentives not paid during a period of breach or default. The foregoing provisions of this Section 6.6.1 may be exercised without terminating this Agreement and are without prejudice to any other rights and remedies that EchoStar and/or its Affiliates may have under this Agreement, at law, in equity or otherwise. The provisions of this Section 6.6.1 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.6.2 **Termination.** In the event this Agreement expires or is terminated for any reason or no reason whatsoever, EchoStar shall have the right, in addition to any other rights and remedies it may have, to terminate immediately all payments of Incentives then presently due and owing, or thereafter due, to Retailer under this Agreement.

6.7 **Non-Incentivized Activations by EchoStar.** In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Residential Subscriber and/or any DISH DBS System at a Residential Location or Institutional/Residential Location, EchoStar shall be entitled to activate Residential Programming for that Qualifying Residential Subscriber and/or DISH DBS System without payment of any Incentive or compensation to Retailer, even if Retailer solicited the Qualifying Residential Subscriber to order Residential Programming from EchoStar. In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Residential MDU Subscriber and/or any commercially-invoiced DISH DBS System at a non-bulk-billed MDU Property, EchoStar shall be entitled to activate Residential MDU Programming for that Qualifying Residential MDU Subscriber and/or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Residential MDU Subscriber to order Residential MDU Programming from EchoStar. In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Commercial Subscriber and/or any DISH DBS System at a Commercial Location, EchoStar shall be entitled to activate Commercial Programming for that Qualifying Commercial Subscriber and/or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Commercial Subscriber to order Commercial Programming from EchoStar. In the event that Retailer for any reason does not qualify for an Incentive with respect to any Qualifying Bulk Subscriber and/or any commercially-invoiced DISH DBS System at a Guest Property or a bulk-billed MDU Property, EchoStar shall be entitled to activate Bulk Programming for that Qualifying Bulk Subscriber and/or DISH DBS System without payment of any Incentive to Retailer, even if Retailer solicited the Qualifying Bulk Subscriber to order Bulk Programming from EchoStar.

6.8 **Offsets.** In no event shall Retailer or any of its Affiliates offset any amounts due to EchoStar or any of its Affiliates from Retailer or any of its Affiliates against any Incentives or other amounts due to Retailer or any of its Affiliates from EchoStar or any of its Affiliates. In the event that the Incentives paid by EchoStar to Retailer exceed the amount to which Retailer was entitled, or if Retailer and/or any of its Affiliates are indebted to EchoStar or its Affiliates under Section 13 below or for any other reason (including

without limitation for any Chargebacks permitted hereunder), Retailer and its Affiliates hereby acknowledge and agree that EchoStar and its Affiliates shall have the right, but not the obligation, to offset any such amounts against any Incentives or other amounts otherwise due to Retailer or any of its Affiliates from EchoStar or any of its Affiliates, as well as any and all amounts for which EchoStar and/or any of its Affiliates may become liable to third parties by reason of Retailer's and/or any of its Affiliate's acts in performing, or failing to perform, Retailer's and/or any of its Affiliate's obligations under this Agreement or any Other Agreements. Further, EchoStar may, but shall have no obligation to, withhold such sums from any monies due or to become due to Retailer hereunder as EchoStar, at any time and from time to time in its sole and absolute discretion for any reason or no reason, deems necessary to protect EchoStar and/or any of its Affiliates from any loss, damage, or expense relating to or arising out of Retailer's actions, inaction or performance hereunder, or in response to any claim or threatened claim of which EchoStar becomes aware concerning Retailer or the performance of Retailer's duties hereunder. EchoStar's right to money due and to become due hereunder shall not be subject to any defense (except payment), offset, counterclaim or recoupment of Retailer whatsoever, including, but not limited to, any which might arise from a breach of this Agreement by EchoStar or any of its Affiliates. The provisions of this Section 6.8 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.9 Recovery of Outstanding Amounts ECHOSTAR'S CALCULATION OF INCENTIVES AND OFFSET AMOUNTS SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY RETAILER PURSUANT TO SECTION 15. Within thirty (30) days after expiration or termination of this Agreement for any reason or no reason whatsoever, Retailer shall pay to EchoStar all amounts owing from Retailer and its Affiliates to EchoStar and its Affiliates.

6.10 Collection of Programming and Other Fees.

6.10.1 Retailer acknowledges and agrees that: (i) with the sole exception of payments for installation and after-sales services performed by Retailer and as otherwise expressly permitted by EchoStar in writing, under no circumstances shall Retailer or any of its Affiliates collect any payment for Programming or any other payment due to EchoStar and/or any of its Affiliates from any DISH Network Subscriber or any other person or entity; (ii) all subscription, demand purchase and other Programming fees shall be billed directly to DISH Network Subscribers by EchoStar; (iii) in the event that, notwithstanding Retailer's best efforts to comply with clause (i) above, a DISH Network Subscriber or other person or entity forwards any such payment to Retailer or any of its Affiliates, Retailer shall immediately forward the payment, together with any applicable sales or similar taxes, to EchoStar without deduction or offset of any kind, and shall instruct the DISH Network Subscriber or other person or entity that all future payments must be made to EchoStar directly; and (iv) until such time as the payment is delivered to EchoStar, such payment shall be deemed to be the property of EchoStar and Retailer shall hold such payment in trust for the benefit of EchoStar.

6.10.2 Retailer further acknowledges and agrees that: (i) under no circumstance shall Retailer or any of its Affiliates directly or indirectly collect any payment or derive any economic benefit in any form from a programming service provider (a "Programmer") in connection with and/or arising out of the marketing, promotion and/or solicitation of orders for the programming service(s) of such Programmer by Retailer and/or any of its Affiliates; (ii) in the event that, notwithstanding Retailer's best efforts to comply with clause (i) above, Retailer or any of its Affiliates receives any such payment or derives any such economic benefit, Retailer shall immediately forward the payment or deliver the cash value of the economic benefit, as the case may be, to EchoStar without deduction or offset of any kind; and (iii) until such time as the payment or cash value of the economic benefit is delivered to EchoStar, such payment or economic benefit shall be deemed to be the property of EchoStar and Retailer shall hold such payment or economic benefit in trust for the benefit of EchoStar.

6.10.3 The foregoing is agreed to without prejudice to EchoStar exercising any other rights and remedies it may have at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), including without limitation, the right to terminate this Agreement and seek damages or other legal or equitable relief. The provisions of this Section 6.10 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

6.11 Sole Incentives. Retailer hereby acknowledges and agrees that the Incentives payable pursuant to this Agreement and any applicable Business Rules constitute the sole amounts payable by EchoStar to Retailer in connection with this Agreement.

6.12 No Admission. No payment to Retailer under this Agreement, whether in full or in part, shall be deemed to operate as EchoStar's acceptance, waiver or admission that Retailer has complied with any provision of this Agreement or the requirements of any Promotional Program including, without limitation, any Business Rules related thereto. The parties agree that at all times (including but not limited to in 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 RELATING TO ANY ALLEGED FAILURE TO PAY ANY AMOUNTS DUE AND OWING FROM ECHOSTAR AND/OR ITS AFFILIATES, ON THE ONE HAND, TO RETAILER AND/OR ITS AFFILIATES, ON THE OTHER HAND, OR RELATING TO ANY CHARGEBACKS 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 WHATSOEVER, WHICHEVER IS EARLIER, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW (IN THE EVENT THAT SUCH PERIOD IS IN EXCESS OF THE APPLICABLE PERIOD SET FORTH ABOVE).

7. **ORDERS.**

7.1 Retailer agrees to use its best efforts to promote and enhance EchoStar's business, reputation and goodwill. Retailer shall allow only its employees, and shall not use any independent contractors, Affiliates or sub-agents, to fulfill its obligations hereunder without EchoStar's specific prior written consent, which consent may be withheld in EchoStar's sole and absolute discretion for any reason or no reason. In the event EchoStar does grant consent to Retailer to use persons not employed by Retailer to perform activities contemplated hereunder, Retailer shall be responsible for the acts and omissions of such persons under this Agreement to the same extent it is responsible for the acts and omissions of its own employees.

7.2 Retailer shall not sell Programming under any circumstances. All sales of Programming are transactions solely between EchoStar and DISH Network Subscribers. Retailer shall promptly forward to EchoStar all orders for Programming in the manner prescribed by EchoStar from time to time. Retailer understands that EchoStar shall have the right, in its sole and absolute discretion and for any reason or no reason, to accept or reject, in whole or in part, all orders for Programming. Retailer also agrees that it shall not condition, tie or otherwise bundle any purchase of Programming with the purchase of other services or products other than as specifically consented to in writing by EchoStar in advance, which consent may be withheld in EchoStar's sole and absolute discretion for any reason or no reason.

7.3 Retailer shall comply with all Business Rules, including without limitation all Business Rules which govern or are applicable to any Promotional Program in which Retailer participates. Retailer shall disclose to each prospective DISH Network Subscriber the relevant terms of the Promotional Program in which the prospective DISH Network Subscriber is interested as well as any other terms as set forth in any applicable Business Rule. Furthermore, Retailer shall take all actions and refrain from taking any action, as requested by EchoStar in connection with the marketing, advertisement, promotion and/or solicitation of orders for Programming and the sale of DISH DBS Systems, and Retailer shall cooperate by supplying EchoStar with information relating to those actions as EchoStar reasonably requests. Failure of Retailer to adhere to any Business Rules may result in disciplinary action up to and including termination of this Agreement and/or any Other Agreement in the sole and absolute discretion of EchoStar for any reason or no reason, and the exercise by EchoStar of any other remedy provided in this Agreement, at law, in equity or otherwise.

7.4 Retailer hereby acknowledges and agrees that the relationship, contractual or otherwise, between EchoStar (and/or any of its Affiliates) and each DISH Network Subscriber is, as between EchoStar and Retailer, for the sole and exclusive benefit of EchoStar and that EchoStar may conduct such relationship in any manner that it sees fit from time to time, in its sole and absolute discretion for any reason or no reason, without incurring any liability to Retailer. In furtherance (and without limitation) of the foregoing, Retailer acknowledges and agrees that Retailer is not a third-party beneficiary of any agreement that EchoStar or any of its Affiliates may have with any DISH Network Subscriber, and that, under no circumstances, shall Retailer have any claim or cause of action against EchoStar or any Affiliate of EchoStar for any action taken (or not taken) by EchoStar and/or any of its Affiliates with regard to any DISH Network Subscriber. Retailer further acknowledges and agrees that all records created or maintained by, or on behalf of, EchoStar relating to any DISH Network Subscriber are the sole and exclusive property of EchoStar and EchoStar shall not have any obligation whatsoever to give or allow Retailer access to such information, even if authorized or requested by such DISH Network Subscriber. The provisions of this Section 7.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

8. **TRADEMARK LICENSE AGREEMENT.** Retailer shall sign the Trademark License Agreement, in the form attached as Exhibit A hereto, which agreement is hereby incorporated by reference in its entirety.

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9. CONDUCT OF BUSINESS.

9.1 **Compliance with Laws.** Retailer shall not engage in any activity or business transaction which could be considered unethical, as determined by EchoStar in accordance with prevailing business standards, or damaging to EchoStar's image or goodwill in any way. Retailer shall under no circumstances take any action which could be considered disparaging to EchoStar. 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 DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of a bulk-billed MDU Property); (iv) alter any DISH DBS Systems or smart cards or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (v) manufacture, import, offer to the public, sell, provide or otherwise traffic in any technology, product, service or device which is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (vi) aid any others in engaging in, or attempting to engage in, any of the above described activities. Retailer shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity. The provisions of this Section 9.2 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.3 **Hardware and Programming Export and Sale Restrictions.**

9.3.1 In addition to, and not in limitation of, the Territory restrictions contained in this Agreement, Retailer hereby acknowledges that the U.S. Department of State and/or the U.S. Department of Commerce may in the future assert jurisdiction over DISH DBS Systems, and that DISH DBS Systems, Promotional Certificates and Programming may not currently be sold outside of the Territory. Retailer represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of DISH DBS Systems, Promotional Certificates or Programming, in whole or in part, outside of the Territory, and agrees that it will take all reasonable and adequate steps to prevent the export or sale of DISH DBS Systems, Promotional Certificates and Programming outside of the Territory by others who purchase from Retailer and who might reasonably be expected to export or sell them outside the Territory.

9.3.2 Retailer acknowledges and understands that U.S. export laws relating to satellite receivers may change from time to time in the future. Retailer acknowledges and agrees that it is Retailer's sole responsibility to be and remain informed of all U.S. laws relating to the export of satellite receivers outside of the U.S. EchoStar and its Affiliates have absolutely no obligation to update Retailer regarding the status of U.S. export laws or any other U.S. laws relating to the export of satellite receivers or any other products outside of the U.S. Retailer represents and agrees that prior to exporting any satellite receivers outside of the U.S., Retailer will investigate all applicable U.S. laws relating to the export of satellite receivers outside of the U.S. Retailer is strictly prohibited from violating any U.S. law relating to the export of satellite receivers outside of the U.S. Should Retailer export satellite receivers outside of the U.S. in violation of this Agreement and/or U.S. law, this Agreement shall automatically terminate.

9.4 **Bounty Programs.** Retailer acknowledges that it is in the best interest of both EchoStar and Retailer for DISH Network Subscribers to be long-term customers of EchoStar and/or its Affiliates. Retailer acknowledges that churning of DISH Network Subscribers is detrimental to EchoStar and negatively affects EchoStar's ability to offer Monthly Incentives and/or Additional Incentives. Retailer acknowledges that for any Promotional Program to be viable, DISH Network Subscribers must be long-term subscribers to DISH Network. Therefore, Retailer agrees that 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 other than EchoStar or any of its Affiliates (including without limitation Retailer or any of its Affiliates) which directly or indirectly provides for the delivery of an economic incentive or other benefit to Retailer, DISH Network Subscribers or any other person or entity in any form directly or indirectly in connection with the direct or indirect solicitation of customers of EchoStar or any other DBS provider or customers of any DTH satellite programming service provider, for any purpose whatsoever (including, without limitation, in connection with such person or entity directly or indirectly assisting in the process of attempting to cause a customer of EchoStar or any other DBS provider or a customer of any DTH programming service provider to become a subscriber to any other programming service provider). In addition to and without limitation of the foregoing, Retailer agrees that Retailer and its Affiliates will not directly or indirectly produce, place, display or use any advertising or marketing material that explicitly references DISH Network, EchoStar, an Affiliate of EchoStar or DISH Network Subscribers and attempts to persuade DISH Network Subscribers to cancel their EchoStar service and/or switch to a service offered by any other DBS provider, DTH programming service provider or multi-channel video programming distributor ("MPVD"). Further, 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 MPVD. The provisions of this Section 9.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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9.5 **Subscriber Information.** All consumers who directly or indirectly subscribe to, purchase, lease or otherwise receive and/or acquire (i) Programming, (ii) any other services provided by EchoStar or any of its Affiliates, and/or (iii) receive any other services incidental, connected or related to any of the foregoing services, and/or who directly or indirectly purchase, lease or otherwise obtain the hardware necessary to receive any such Programming and/or any such other services ("DISH Network Subscribers") shall be deemed customers of EchoStar for all purposes relating to programming services, including without limitation video, audio, data and interactive programming services, the other services provided by EchoStar or any of its Affiliates and any other services incidental, connected or related to any of the foregoing services, ("Services") and the hardware necessary to receive any of such services ("Hardware"). Retailer acknowledges and agrees that the names, addresses and other identifying information of DISH Network Subscribers ("Subscriber Information") are, as between Retailer and EchoStar, with respect to the delivery of Services and the provision of Hardware, proprietary to EchoStar, and shall be treated with the highest degree of confidentiality by Retailer. Retailer shall not directly or indirectly: (a) make use of any list of past or current DISH Network Subscribers (whether developed by Retailer or obtained from EchoStar or another source), (b) use any Subscriber Information for the direct or indirect benefit of any individual or entity other than EchoStar, (c) use any Subscriber Information for the purpose of soliciting, or permit any others to solicit, any person or entity to subscribe to any Services offered by anyone other than EchoStar and its Affiliates, or promote the sale, lease or other acquisition of any Hardware used in connection with services offered by any one other than EchoStar and its Affiliates, or (d) reveal any Subscriber Information to any third party for any reason without the express prior written consent of EchoStar, which consent may be withheld by EchoStar in its sole and absolute discretion for any reason or no reason; provided, however, that nothing shall prohibit Retailer from utilizing its own customer list (but not a discrete portion thereof identifying any DISH Network Subscribers) for its general business operations unrelated to the delivery of Services or the provision of Hardware. The provisions of this Section 9.5 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.6 **Remedies.** Retailer agrees that any breach of its obligations set forth in this Section 9 will cause substantial and irreparable harm and injury to EchoStar for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that EchoStar shall have the right, in addition to any other rights and remedies available to EchoStar at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Retailer, its employees, subcontractors or agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 9.6 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

9.7 **Economic Benefits Derived Held in Trust.** In the event that Retailer derives an economic benefit, in any form, from a violation of its obligations under this Section 9, it is hereby agreed that such economic benefit is the property of EchoStar and that Retailer shall deliver the cash value of the economic benefit to EchoStar immediately upon receipt of the economic benefit. It is further agreed that Retailer shall hold such economic benefit in trust for the benefit of EchoStar until such time as its cash value is delivered to EchoStar. The foregoing is agreed to without prejudice to EchoStar to exercise any other rights and remedies it may have at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), including without limitation, the right to terminate this Agreement and seek damages or other legal or equitable relief. The provisions of this Section 9.7 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

9.8 **Sales and Use Tax.** Any transactions between Retailer and consumers for the purchase of DISH DBS Systems, Promotional Certificates and/or related equipment are transactions entered into solely and exclusively between Retailer and the consumer. Although EchoStar may from time to time incentivize Retailer to offer consumers free or discounted DISH DBS Systems and related equipment, EchoStar does not acquire or retain title (except in connection with certain lease-based Promotional Programs) in such DISH DBS Systems and related equipment. Retailer, and not EchoStar, is solely responsible for Retailer's investigation of and compliance with all Laws concerning sales and use taxes applicable to any equipment transactions between Retailer and consumers.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement shall commence on the Effective Date and shall continue through December 31, 2006 (the "Term"), unless earlier terminated by either party 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 HAVE BEEN MADE TO RETAILER THAT RETAILER WILL REMAIN AN AUTHORIZED RETAILER DURING THE ENTIRE TERM OR THAT THE AGREEMENT WILL NOT BE TERMINATED PRIOR TO EXPIRATION OF THE TERM PURSUANT TO SECTIONS 10.2, 10.3, 10.4 OR 10.5 BELOW.

10.2 **Termination by Either Party for Convenience.** Either party may, in its sole and absolute discretion for any reason or no reason, terminate this Agreement for its convenience (without cause) by giving the other party no less than sixty (60) days prior written notice.

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10.3 Termination By Either Party Upon Default. This Agreement may be terminated by a party (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 (Exhibit A) (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right).

10.4 Automatic Termination. This Agreement shall terminate automatically should any of the following occur, unless EchoStar notifies Retailer to the contrary in writing at any time thereafter: (i) Retailer becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Retailer; (ii) Retailer, for more than twenty (20) consecutive days, fails to maintain operations as a going business; (iii) Retailer, for more than twenty (20) consecutive days, ceases to continuously and actively market and promote DISH DBS Systems 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 federal, state or local law or regulation, 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 federal, state or local law or regulation, including without limitation any violations of 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 law or by any governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement or to maintain its corporate or other business status in effect as of the Effective Date; (viii) Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System or Promotional Certificate to a person or entity whom Retailer knew or reasonably should have known: (a) was not an end-user and/or intended to resell it, lease it or otherwise transfer possession of it for use by another individual or entity, (b) intended to use it, or to allow others to use it, to view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, (c) intended to use it, or to allow others to use it, to view Residential MDU Programming at a location other than a non-bulk-billed MDU Property, (d) intended to use it, or to allow others to use it, in Canada, Mexico or at any other location outside of the Territory, or (e) intended to authorize, or to allow others to authorize, Programming for it using a single DISH Network account that had or would have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of a bulk-billed MDU Property); (ix) Retailer makes, or attempts to make, any representation, promise or agreement on behalf of EchoStar; (x) the Trademark License Agreement (Exhibit A hereto) or any Other Agreement expires or terminates for any reason; (xi) Retailer directly or indirectly uses a single DISH Network account for the purpose of authorizing Programming for multiple DISH DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of a bulk-billed MDU Property); (xii) any actual or alleged fraud, misrepresentation, or illegal action of any sort by Retailer in connection with this Agreement, the Trademark License Agreement, and/or any Other Agreement; (xiii) Retailer Pre-Activates any DISH DBS System or directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System to a person or entity who Retailer knew or reasonably should have known intended to Pre-Activate it; (xiv) Retailer directly or indirectly makes any payment to EchoStar for Programming services or otherwise on behalf of any retail end-user of any DISH DBS System; (xv) the churn rate experienced by EchoStar for DISH Network Subscribers activated through Retailer is equal to or greater than 125% of the churn rate experienced by EchoStar with respect to DISH Network subscribers generally during any consecutive three-month period; (xvi) Retailer is in breach or default of its obligations under Sections 3.6, 3.7, 3.8, 3.9, 6.10, 6.14, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8 or 14; (xvii) Retailer indefinitely ceases to actively market and promote DISH DBS Systems and/or Programming, as determined in EchoStar's sole and absolute discretion for any reason or no reason; (xviii) Retailer fraudulently receives, or attempts to receive, an Incentive or other payment to which it is not entitled under this Agreement or any Other Agreement, including without limitation by misrepresenting any information concerning a prior DISH Network Subscriber to make that person or entity appear to be a new DISH Network Subscriber or creating a fictitious or fraudulent customer account; or (xix) Retailer fails to activate the applicable minimum number of new subscribers set forth in any applicable Business Rules.

10.5 Expiration or Termination of Agreement. The parties hereto agree that if this Agreement expires or terminates for any reason: (i) Retailer shall immediately discontinue the marketing, promotion and solicitation of orders for Programming, and immediately cease to represent and/or imply to any person or entity that Retailer is an Authorized Retailer of EchoStar; (ii) Retailer shall immediately discontinue all use of the trademarks associated or included in any way whatsoever with the Programming, including, without limitation, DISH; (iii) Retailer shall deliver to EchoStar, or destroy, at EchoStar's option, all tangible things of every kind (excluding DISH DBS Systems) in Retailer's possession or control that bear any of the trademarks; (iv) Retailer shall upon request by EchoStar, certify in writing to EchoStar that such delivery or destruction has taken place; and (v) Retailer shall pay all sums due EchoStar under this Agreement and any Other Agreement within thirty (30) days of the date of termination. EchoStar acknowledges and agrees that, following the expiration or termination of this Agreement for any reason or no reason, Retailer may choose to sell products, programming and other services that compete with EchoStar products, programming and other services and that EchoStar cannot require

Retailer to continue as an Authorized Retailer. Retailer acknowledges and agrees that it cannot require EchoStar to allow Retailer to remain an Authorized Retailer regardless of whether or not any other retailer is allowed to remain an Authorized Retailer

11. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereto is that of independent contractors. Retailer shall conduct its business as an independent contractor, and all persons employed in the conduct of such business shall be Retailer's employees only, and not employees or agents of EchoStar or its Affiliates. Retailer shall prominently state its business name, address and phone number 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 in this Agreement to the contrary, Retailer (including without limitation its officers, directors, permitted subcontractors, permitted agents and employees) shall not, under any circumstances, hold itself out to the public or represent that it is an agent, employee, subcontractor or Affiliate of EchoStar or any EchoStar Affiliate. In furtherance of (and without limiting) the foregoing, in no event shall Retailer use EchoStar's name or the name of any EchoStar Affiliate in any manner which would tend to imply that Retailer is an Affiliate of EchoStar or that Retailer is an agent, subcontractor or employee of EchoStar or one of its Affiliates or that Retailer is acting or is authorized to act on behalf of EchoStar or one 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, promise or agreement or take any action on behalf of EchoStar or an EchoStar Affiliate.

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 TERMINATION OF THIS AGREEMENT FOR ANY REASON OR NO REASON WHATSOEVER, ECHOSTAR AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR OBLIGATION TO RETAILER WHATSOEVER AND RETAILER SHALL HAVE NO RIGHT TO REQUIRE ECHOSTAR TO CONTINUE TO ALLOW RETAILER TO ACT AS AN AUTHORIZED RETAILER TO SOLICIT ORDERS FOR PROGRAMMING ON BEHALF OF ECHOSTAR. RETAILER AGREES THAT IN THE EVENT OF TERMINATION OF THIS AGREEMENT FOR ANY REASON OR NO REASON, NO AMOUNTS SPENT IN FULFILLMENT WILL BE RECOVERABLE FROM ECHOSTAR OR ANY OF ITS AFFILIATES BY RETAILER.

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

13. **INDEMNIFICATION.** Retailer shall indemnify, defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives (collectively the "EchoStar Group") harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorney fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims"), that arise out of, or are incurred in connection with: (i) Retailer's performance or failure of performance under this Agreement, the Trademark License Agreement and/or any Other Agreement, and any direct or indirect results thereof, including but not limited to Retailer's sale and/or installation of DISH DBS Systems or Promotional Certificates; (ii) Retailer's lawful or unlawful acts or omissions (or those of any of Retailer's employees whether or not such acts are within the scope of employment or authority of such employees) relating to the sale, leasing, transfer of possession, marketing, advertisement, promotion and/or solicitation of orders for Programming, Promotional Certificates and/or DISH DBS Systems and/or any other products or services of EchoStar or any of its Affiliates; (iii) the failure of Retailer to comply with any provision of this Agreement or any Business Rule; (iv) the breach of any of Retailer's representations or warranties contained herein; (v) all purchases, contracts, debts and/or obligations made by Retailer; (vi) the failure of Retailer to comply with, or any actual or alleged violation of, any applicable laws, statute, ordinance, governmental administrative order, rule or regulation; (vii) any claim brought by Retailer's employees, subcontractors and/or agents for compensation and/or damages arising out of the expiration or termination of this Agreement; (viii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers (except with respect to any marketing materials supplied to Retailer by EchoStar); (ix) any installation and/or after-sale services performed by Retailer, or any of its subcontractors, employees or agents; (x) Retailer's, or any of its subcontractors, agents or employees failure to comply with any performance standard; (xi) a DISH Network Subscriber's dissatisfaction with any aspect of the installation and/or after-sale services performed by the Retailer, or any of its subcontractors, employees or agents; (xii) the termination, disturbance, interruption or other interference with the service provided by any public utility or damage to the equipment of any public utility caused directly or indirectly by Retailer, or any of its subcontractors, employees or agents; (xiii) Retailer directly or indirectly selling, leasing or otherwise transferring possession of a DISH DBS System or Promotional Certificate to any person or entity whom Retailer knew or reasonably should have known: (a) was not an end-user and/or intended to resell it, lease it or otherwise transfer possession of it for use by another

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individual or entity; (b) intended to use it, or to allow others to use it, to (1) view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, or (2) view Residential MDU Programming at a location other than a non-bulk-billed MDU Property; (c) intended to use it, or to allow others to use it, in Canada, Mexico or at any other location outside of the Territory; or (d) intended to authorize, or to allow others to authorize, Programming for it using a single DISH Network account that has or would have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of a bulk-billed MDU Property); and/or (xiv) Retailer directly or indirectly using a single DISH Network account for the purpose of authorizing Programming for multiple DISH DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same phone line (except in the case of a bulk-billed MDU Property). In the event of any claim for indemnification by the EchoStar Group under this Section 13, the EchoStar Group shall be entitled to representation by counsel of its own choosing, at Retailer's sole cost and expense. The EchoStar Group shall have the right to the exclusive conduct of all negotiations, litigation, settlements and other proceedings arising from any such claim and Retailer shall, at its own cost and expense, render all assistance requested by EchoStar in connection with any such negotiation, litigation, settlement or other proceeding. Each indemnity obligation herein shall be in addition to and not in limitation of any other indemnity obligation set forth herein. 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 and provisions of this Agreement, the terms and provisions of any and all Business Rules and Promotional Programs, as well as all data, summaries, reports, communications or information of all kinds, whether oral or written, acquired, devised or developed in any manner from EchoStar's personnel or files, or as a direct or indirect result of Retailer's actions or performance under this Agreement, including without limitation nonpublic personal information of DISH Network Subscribers ("Confidential Information") and Retailer represents that it has not and will not reveal the same to any persons not employed by Retailer, except: (i) at the written direction of EchoStar; (ii) to the extent necessary to comply with applicable law, the valid order of a court of competent jurisdiction or the valid order or requirement of a governmental agency or any successor agency thereto, in which event Retailer shall notify EchoStar of the information in advance, prior to making any disclosure, and shall seek confidential treatment of such information; (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; or (iv) to the extent necessary to permit the performance of obligations under this Agreement. Retailer shall not issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of EchoStar, which consent may be withheld in EchoStar's sole and absolute discretion for any reason or no reason. Upon expiration or termination of this Agreement for any reason or no reason whatsoever, Retailer shall return all copies of all Confidential Information or at EchoStar's request destroy all such Confidential Information, and immediately certify in writing to EchoStar that such delivery or destruction has taken place. Retailer agrees that any breach of its obligations set forth in this Section 14 will cause substantial and irreparable harm and injury to EchoStar for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that EchoStar shall have the right, in addition to any other rights and remedies available to EchoStar at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Retailer, its employees or agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 14 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

15. **DISPUTE RESOLUTION.**

Retailer acknowledges that EchoStar deals with thousands of Retailers and that hundreds of thousands of Incentive payments are made annually. Retailer acknowledges that any delay in notifying EchoStar of any alleged shortage or non-payment, allegedly incorrect chargeback, or any other alleged claim that may result in EchoStar's liability to Retailer for damages or injunctive relief may impede EchoStar's ability to fully and timely investigate any such claim by Retailer. Retailer agrees that it is in each party's best interest to give EchoStar control over claims that have to be investigated and to allow EchoStar to investigate any such claim at the earliest possible moment as well as maintain an orderly method for handling Retailer claims. Accordingly, Retailer agrees to immediately inspect and review the statements described in Section 6.4.4 to determine any claims or disputes that Retailer believes exist and, in the event of any claim or dispute, to follow the procedures set forth below. Retailer also agrees to follow the below claims procedures for all claims that may result in EchoStar's liability to Retailer for damages or injunctive relief.

15.1 **Claims for Breach or Default.** IN THE EVENT OF AN OCCURRENCE THAT RENDERS, OR MIGHT RENDER, ECHOSTAR LIABLE TO RETAILER FOR ANY DAMAGES OR INJUNCTIVE RELIEF AS A RESULT OF ANY ALLEGED BREACH OR DEFAULT OF THIS AGREEMENT OR ANY OTHER AGREEMENT, RETAILER SHALL GIVE WRITTEN NOTICE OF SUCH OCCURRENCE AS SOON AS PRACTICABLE TO ECHOSTAR (A "NOTICE OF CLAIM"). IN NO EVENT SHALL ANY NOTICE OF CLAIM BE PROVIDED LATER THAN NINETY (90) DAYS AFTER THE DATE OF THE RELEVANT OCCURRENCE, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW (IN THE EVENT THAT SUCH PERIOD IS IN EXCESS OF THE APPLICABLE PERIOD SET FORTH ABOVE) THE NOTICE OF CLAIM SHALL STATE:

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(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 RELATING TO SUCH OCCURRENCE. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING INCENTIVE PAYMENTS THROUGH ECHOSTAR'S RETAILER WEBSITE (<http://retailer.echostar.com>) IN ACCORDANCE WITH APPLICABLE BUSINESS RULES. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING ALL OTHER CLAIMS VIA ELECTRONIC MAIL TO executiveresolution@echostar.com WITH THE SUBJECT LINE "NOTICE OF CLAIM." AFTER SUBMITTING A NOTICE OF CLAIM, RETAILER SHALL PROVIDE ECHOSTAR WITH ANY AND ALL ADDITIONAL INFORMATION REQUESTED BY ECHOSTAR WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ECHOSTAR'S REQUEST. ECHOSTAR SHALL BE ENTITLED TO HAVE ACCESS TO RETAILER'S BOOKS AND RECORDS DURING ITS INVESTIGATION OF RETAILER'S CLAIM FAILURE TO STRICTLY COMPLY WITH THE PROVISIONS OF THIS SECTION 15.1 WITH RESPECT TO A PARTICULAR OCCURRENCE THAT RENDER, OR MIGHT RENDER, ECHOSTAR IN BREACH OR DEFAULT OF THIS AGREEMENT AND LIABLE TO RETAILER FOR DAMAGES OR INJUNCTIVE RELIEF, SHALL CONSTITUTE A WAIVER BY RETAILER WITH RESPECT TO THE RELEVANT OCCURRENCE, INCLUDING ANY DAMAGES RELATED THERETO.

15.2 Mediation. The parties agree to submit any and all disputes, controversies or claims not otherwise barred or resolved under Section 15.1 or exempted under Section 15.4, which may arise between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including but not limited to any and all disputes, controversies, and claims arising in connection with this Agreement including, without limitation, all disputes, controversies or claims related to: (i) the execution and delivery of this Agreement (whether via signature or electronic acceptance); (ii) the interpretation of this Agreement; (iii) a party's performance or failure to perform hereunder; (iv) the termination of this Agreement; and (v) any rights Retailer may have under dealer termination or non-renewal laws (collectively "Disputes"), to mandatory non-binding mediation (the "Mediation") in front of a single mediator. Either party may initiate mediation by giving written notice to the other party describing the Dispute (a "Notice of Mediation"). The Notice of Mediation shall include (a) a statement of the initiating party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other persons who will accompany the executive. The Mediation shall take place in the City and County of Denver, Colorado at a mutually agreeable time and location before a mediator chosen by mutual agreement of the parties. In the event that either party fails to negotiate the selection of a mediator in good faith or unreasonably withholds its approval of a mediator, such party shall be deemed to have waived its right to select the mediator by mutual agreement of the parties and shall be required to participate in the mediation with the mediator chosen by the other party. Each party shall participate through a representative with full settlement authority and shall bear its own costs and expenses and one-half of the costs and expenses of the mediator. Any such Mediation must be concluded within sixty (60) days of the Notice of Mediation. Nothing contained herein (excluding the provisions of Section 3.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or its Affiliates for violations of Sections 3.2, 3.6, 3.7, 3.8, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 11 and 14 or any provisions of 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: (A) the Non-Mediating Party agrees that the other party (the "Mediating Party") shall have the right to obtain immediate relief in the form of specific performance from a court located in the State of Colorado, as delineated in Section 15.5 below; and (B) 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 located in Colorado, as delineated in Section 15.5 below. In the event that the Mediating Party elects to resolve the underlying dispute, controversy or claim in court pursuant to clause (B) 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 court proceeding as fully participating in a mediation pursuant to this Section 15.2 is a condition precedent to recovery.

15.3 Arbitration. Except as set forth to the contrary in this Section 15.3 and in Section 15.4 below, any and all disputes, controversies or claims between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including without limitation any and all disputes, controversies or claims arising out of or in connection with this Agreement, including but not limited to the validity of this Section 15, the circumstances concerning the execution and delivery of this Agreement (whether via signature or electronic acceptance), and allegations of fraud in the inducement, or which relate to the parties' relationship with each other or either party's compliance with any state or federal law, which are not settled through negotiation, the claim process above, or the mediation process set forth above, shall be resolved solely and exclusively by binding arbitration 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. In the event of any conflict between the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, the Federal Arbitration Act will control. In consideration of EchoStar entering into this Agreement with Retailer, Retailer agrees that it will not serve as a class representative in any class action lawsuit brought by any person or legal entity concerning this Agreement in any respect. The Arbitration must be initiated within ninety (90) days from the final day of mediation, or one hundred and fifty (150) days from the Notice of Mediation in the event Mediation is not concluded within sixty (60) days of the Notice of Mediation, and shall be initiated by written notice from the initiating party to the other party 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

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claimant(s) within thirty (30) days of sending the Notice of Arbitration; (ii) one arbitrator shall be selected by the respondent(s) within thirty (30) days of the claimant(s) notifying respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days of the appointment of the respondent(s) arbitrator. In the event that either party fails to timely select an arbitrator pursuant to this Section 15.3, 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. The parties hereby agree that the arbitration panel selected pursuant to this Agreement is not authorized to: (a) conduct "class arbitration" in any form; and/or (b) arbitrate any dispute on a representative basis in any form. The parties hereby agree that the arbitration panel has the authority to entertain and rule upon dispositive motions, including but not limited to, default judgments as governed by Rule 55 of the Federal Rules of Civil Procedure, motions for summary judgment as governed by Rule 56 of the Federal Rules of Civil Procedure and motions to dismiss as governed by Rule 12 of the Federal Rules of Civil Procedure. The decision of the arbitrators shall be final and binding on the parties and any award of the arbitrators 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 arbitrators' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement, any Promotional Program or applicable Business Rules. In furtherance and without limitation of the foregoing, any award made by the arbitrators shall be within the limitations set forth in Section 12. The parties further agree that the arbitration panel selected pursuant to this Agreement 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. The cost of any arbitration hereunder, including without limitation the cost of the record or transcripts thereof, if any, administrative fees, and all other fees involved, shall be paid by the party(ies) determined by the arbitrators to not be the prevailing party(ies), or otherwise allocated in an equitable manner as determined by the arbitrators. NEITHER PARTY HERETO NOR ITS AFFILIATES MAY BRING ANY DEMAND FOR ARBITRATION AGAINST THE OTHER PARTY AND/OR ITS AFFILIATES IF IT AND/OR ITS AFFILIATES HAVE 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 3.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or its Affiliates for violations of Sections 3.2, 3.6, 3.7, 3.8, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 11 and 14 or any provisions of any Other Agreement. In the event that a party (the "Non-Participating Party") fails to: (1) pay any amount to the American Arbitration Association when due; or (2) otherwise refuses or fails to participate in or attend an arbitration that has been properly initiated pursuant to this Section 15, then: (A) the Non-Participating Party agrees that the other party (the "Participating Party") shall have the right to obtain immediate relief in the form of specific performance from the arbitration panel or a court located in the State of Colorado, as delineated in Section 15.5 below; and (B) 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 located in 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 clause (B) above, 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, the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to mediation or arbitration and may be adjudicated solely and exclusively in the United States District Court for the District of Colorado or in the appropriate state court of competent jurisdiction located in Arapahoe County, Colorado pursuant to Section 15.5 below; provided, however, that nothing contained herein (excluding the provisions of Section 3.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or its Affiliates for violations of Sections 3.2, 3.6, 3.7, 3.8, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 11 and 14 or any provisions of 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, or under statute, 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 a lawsuit is brought for injunctive relief pursuant to Sections 15.2, 15.3, or 15.4 above or as permitted in clause (B) of Section 15.2 or clause (B) of Section 15.3, such lawsuit shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties and their present and future Affiliates consent to the *in personam* jurisdiction of the United States District Court for the District of Colorado and the appropriate State Court located in Arapahoe County, State of Colorado for the purposes set forth in this Section 15 and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. Sections 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 matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

15.6 Survival. The provisions of this Section 15 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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16 INSURANCE.

16.1 Retailer shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement the following insurance coverages:

16.1.1 Workers' Compensation or similar employee benefit act coverage with statutory limits as prescribed by the laws of all states in which Retailer conducts business operations in connection with this Agreement and Employers' Liability coverage with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics.

16.1.2 Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics.

16.1.3 Commercial Automobile Liability coverage which includes coverage for all owned, hired, and non-owned vehicles with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics.

16.2 All such policies and coverages shall: (i) be primary and non-contributory, and issued by insurers licensed to do business in all states in which Retailer conducts business operations in connection with this Agreement; (ii) be endorsed to provide EchoStar at least thirty (30) days prior notification of cancellation or material change in coverage; (iii) name EchoStar as an additional insured; and (iv) be endorsed to provide EchoStar with written notice of Retailer's failure to renew any coverage not later than the anniversary date for each coverage. All such insurance shall be evidenced by a certificate of insurance acceptable to EchoStar, which shall be provided to EchoStar upon request.

16.3 All insurance policies required by this Section 16 (except Workers' Compensation) shall designate EchoStar, DNSLLC, their Affiliates, and their respective directors, officers, and employees (all hereinafter referred to in this clause as "Company") as additional insureds. All such insurance policies shall be required to respond to any claim and pay any such claim prior to any other insurance or self-insurance which may be available. Any other coverage available to Company shall apply on an excess basis. Retailer understands and agrees that EchoStar, DNSLLC and their Affiliates and their respective directors, officers and employees are third party beneficiaries of Retailer's obligations under this Section 16. No deductible amount on any insurance policy required by this Section 16 shall exceed ten percent (10%) of the coverage amount of the policy.

17. MISCELLANEOUS.

17.1 Waiver. Except as otherwise expressly set forth to the contrary herein, the failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. In addition to and without limitation of the foregoing, the failure of EchoStar or any of its Affiliates to insist upon strict performance of any provision of any agreement among EchoStar and/or any of its Affiliates on the one hand and another Retailer on the other hand, shall not be construed as a waiver of EchoStar's right to insist upon strict performance of each and every representation, warranty, covenant, duty and obligation of Retailer hereunder. In addition to and without limitation of the foregoing, the election of certain remedies by EchoStar or any of its Affiliates with respect to the breach or default by another retailer of any agreement among EchoStar and/or any of its Affiliates on the one hand and the other retailer on the other hand shall not be deemed to prejudice any rights and remedies that EchoStar may have at law, in equity, under contract or otherwise with respect to a similar or different breach or default hereunder by Retailer (all of which are hereby expressly reserved).

17.2 Successor Interests; No Assignment by Retailer; Third Party Beneficiaries. This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of EchoStar and Retailer. In addition to, and not in limitation of, the prohibition against assignment of payments set forth in Section 6.14 above, neither party shall assign this Agreement without the prior written consent of the other party, except that EchoStar may assign this Agreement to an Affiliate in whole or in part at any time without the consent of Retailer. Because this Agreement is made by EchoStar in reliance on the financial, business and personal reputation of Retailer and its ownership and management, any merger, reorganization (including without limitation any change of form of entity, for example changing from a corporation to an LLC) or consolidation of Retailer shall be deemed an assignment requiring EchoStar's consent hereunder and if any person not a substantial stockholder of Retailer (someone with less than a 25% interest) as of the Effective Date subsequently becomes a substantial stockholder of Retailer (equal to, or greater than a 25% interest), that shall be considered an assignment requiring EchoStar's consent hereunder. The provisions of this Agreement are for the exclusive benefit of the parties hereto, EchoStar's Affiliates and their heirs, legal representatives, successors and permitted assigns, and nothing in this Agreement, express or implied, is intended, or shall be deemed or construed, to confer upon any third party (other than as expressly set forth for Affiliates of EchoStar) any rights, benefits, duties, obligations, remedies or interests of any nature or kind whatsoever under or by reason of this Agreement.

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17.3 Construction and Interpretation. Retailer and EchoStar hereby represent, warrant, acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or the Business Rules, including any amendments hereto or thereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.4 Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. If any one or more of the provisions contained herein, or the application thereof to any person, entity, or circumstance, for any reason are held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall be unaffected thereby and will remain in full force and effect.

17.5 Entire Agreement. This Agreement and the Business Rules constitute the entire agreement between the parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, no party shall be bound by any communications between them on the subject matter of this Agreement, unless the communication is: (i) in writing; (ii) bears a date contemporaneous with or subsequent to the date of this Agreement; and (iii) is signed by all parties to this Agreement. On the date this Agreement becomes effective as provided herein, all prior agreements (except as set forth to the contrary in Section 3.10 and with further exception of the Business Rules and Other Agreements (including without limitation any previous "Exclusive Bounty Hunter Agreements")) or understandings between the parties shall be null and void. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Agreement. In addition to any provisions of this Agreement that expressly survive termination or expiration, any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances.

17.6 Compliance with Law. Retailer hereby agrees to comply with, and hereby agrees that this Agreement is subject to, all applicable federal, state, and local laws, rules and regulations, and all amendments thereto, now enacted or hereafter promulgated in force during the term of this Agreement.

17.7 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for failure to fulfill its obligations hereunder if such failure is caused by or arises out of an act of force majeure including acts of God, war, riot, natural disaster, technical failure (including the failure of all or part of any communications satellite or transponders on which the Programming is delivered to DISH Network Subscribers, or of related uplinking or other equipment) or any other reason beyond the reasonable control of the party whose performance is prevented during the period of such occurrence.

17.8 Remedies Cumulative. It is agreed that the rights and remedies herein provided to EchoStar in case of default or breach by Retailer of this Agreement are cumulative and without prejudice to any other rights and remedies that EchoStar may have by reason of such default or breach by Retailer at law, in equity, under contract or otherwise (all of which are hereby expressly reserved).

17.9 Records and Audit Rights. During the Term of this Agreement and for a period of three (3) years thereafter, Retailer shall keep and maintain at its principal place of business complete and accurate records and books of account, as well as all documentation of all material processes and procedures, in connection with: (i) its performance under this Agreement, the Trademark License Agreement and any Other Agreement; (ii) the payment of Incentives and any other payments to Retailer and its Affiliates by EchoStar and its Affiliates; and (iii) all payments made by Retailer and its Affiliates to EchoStar and its Affiliates. Such books, records and documentation shall be in sufficient detail to show all information necessary to support any Retailer claim, request or entitlement of any nature from EchoStar. EchoStar shall have the right, upon two (2) days prior written notice, to review, audit and make copies of Retailer's books, records and documentation for the purposes of: (a) determining Retailer's compliance with its duties and obligations under this Agreement, the Trademark License Agreement or any Other Agreement; (b) investigating claims against EchoStar and/or any of its Affiliates made by Retailer and/or any of its Affiliates; and (c) verifying that Incentive payments and any and all other payments made to Retailer and its Affiliates by EchoStar and its Affiliates are being properly calculated (an "Audit"). EchoStar shall be entitled to conduct an Audit regardless of the existence of any claim, dispute, controversy, mediation, arbitration or litigation between the parties. In the event that Retailer refuses to allow EchoStar to conduct an Audit, Retailer acknowledges that EchoStar shall be entitled to obtain immediate relief in the form of specific performance from either the panel of arbitrators (if arbitration has been commenced pursuant to Section 15 above) or a court located within the State of Colorado, as delineated in Section 15.5 of this Agreement. Any audit conducted by EchoStar shall be conducted by EchoStar or its representative(s) at Retailer's offices during normal business hours. If, during the course of an EchoStar Audit, EchoStar uncovers that (1) Retailer has failed to comply with any of its obligations under this Agreement, and/or (2) Retailer and/or any of its Affiliates has made a frivolous claim against EchoStar and/or any of its Affiliates, Retailer shall pay to EchoStar the costs and expenses incurred by EchoStar in connection with such Audit. If an Audit reveals that (A) Retailer and/or any of its Affiliates have underpaid EchoStar and/or any of its Affiliates, or (B) Retailer has miscalculated any item bearing upon the Incentives paid to Retailer resulting in an overpayment of Incentives by EchoStar and/or any of its Affiliates, Retailer agrees to repay to EchoStar the amount of any overpayment made together with interest thereon at the highest rate allowed by law, computed from the date of overpayment; and pay all reasonable costs and expenses, including reasonable attorney fees and accountant fees incurred by EchoStar and/or any of its Affiliates in connection with its Audit and with enforcing the collection of such amounts. The provisions of this Section

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17.9 are without prejudice to any other rights and remedies that EchoStar and/or its Affiliates may have under this Agreement, at law, in equity or otherwise (all of which are hereby expressly reserved), and shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely even if termination is due to a breach or default by EchoStar.

17.10 Notices.

17.10.1 Notice to EchoStar. Except as otherwise provided in Section 15, all notices to be given to EchoStar pursuant to this Agreement shall be in writing, signed by the Retailer, and sent by: (i) first class certified mail, postage prepaid; or (ii) overnight courier service, charges prepaid, to the following address(es) or such other address(es) as EchoStar may designate to Retailer at any time and from time to time in accordance with Section 17.10.2:

If by first class certified mail:

To EchoStar:	EchoStar Satellite L.L.C. Attn: Director of Retail Services P O Box 6655 Englewood, CO 80155
With a copy to:	David K. Moskowitz Executive Vice President, General Counsel and Secretary EchoStar Satellite L.L.C. (same address)

If by overnight courier service:

To EchoStar:	EchoStar Satellite L.L.C. Attn: Director of Retail Services 9601 South Meridian Blvd. Englewood, CO 80112
With a copy to:	David K. Moskowitz Executive Vice President, General Counsel and Secretary EchoStar Satellite L.L.C. (same address)

The receipt of such notice shall constitute the giving thereof.

17.10.2 Notice to Retailer. All notices to be given to Retailer pursuant to this Agreement shall be in writing and sent by: (i) first class certified mail, postage prepaid; (ii) overnight courier service, charges prepaid; (iii) facsimile transmission, to Retailer at the address listed on the first page of this Agreement or the fax number listed on the signature page of this Agreement, or such other address or other fax number as Retailer may designate in writing delivered to EchoStar in accordance with Section 17.10.1; or (d) with the exception of notices given pursuant to Sections 10, 13 or 15, any method of mass communication reasonably directed to EchoStar's retailer base, including, without limitation, facts blast, e-mail posting on EchoStar's retailer web site or broadcast on a retailer "Charlie Chat". The sending of such notice with confirmation of successful receipt of the entire transmission (in the case of facsimile transmission), receipt of such notice (in the case of first class certified mail or overnight courier), sending of such notice (in the case of e-mail), posting (in the case of EchoStar's retailer web site) or broadcast (in the case of retailer Charlie Chats) shall constitute 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 "Charlie Chat" or posting on EchoStar's retailer web site.

17.11 Attorney Fees. In the event of any suit, action or arbitration between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including but not limited to any and all suits, actions or arbitrations to enforce this Agreement, any Business Rules, any Promotional Program or any provisions thereof, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees, at arbitration, at trial and on appeal, in addition to all other sums allowed by law. The provisions of this Section 17.11 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

17.12 Modifications. Retailer acknowledges that EchoStar competes in the multi-channel video distribution market, which is highly competitive, fluid and volatile and that EchoStar must make changes to its marketing, promotion and sales of products and services from time to time to stay competitive. Therefore, Retailer agrees that EchoStar may, at any time and from time to time in its sole and absolute discretion for any reason or no reason, change or modify Incentives, Incentive schedules, Incentive structures, Promotional Programs and 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 MODIFICATION OR CHANGE IS MATERIAL

AND UNACCEPTABLE TO RETAILER, RETAILER'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. RETAILER'S CONTINUED PERFORMANCE UNDER THIS AGREEMENT FOLLOWING RECEIPT OF NOTICE OF A CHANGE OR MODIFICATION WILL CONSTITUTE RETAILER'S BINDING ACCEPTANCE OF THE CHANGE OR MODIFICATION.

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

17.14 General Provisions. The exhibits hereto are hereby incorporated into this Agreement by reference in their entirety.

17.15 Power and Authority. Retailer represents and warrants to EchoStar that it has full power and authority to enter into this Agreement and perform its obligations hereunder and that its execution and delivery of this Agreement (whether via signature or electronic acceptance) and performance of its obligations hereunder does not and will not violate any law or result in a breach of or default under the terms of any contract or agreement by which it is bound.

17.16 Consent to Receive Faxes. Retailer hereby acknowledges that this Agreement serves as Retailer's express written consent to receive facsimile transmittals from EchoStar and its Affiliates, including facsimile transmittals which contain unsolicited advertisements. For the avoidance of doubt, such permitted facsimile transmittals from EchoStar or its Affiliates shall include, but not be limited to, information about the commercial availability or quality of products, goods or services; notices of conferences and seminars; and new product, programming or promotion announcements. This written consent shall include all facsimile transmittals regulated by future Federal Communications Commission action.

17.17 Waiver of Evidence. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of this Agreement. Both Parties waive any right they may have to introduce evidence of any such course of dealing, course of performance, or usage of trade.

17.18 Correction of Spelling, Typographical or Clerical Errors. Retailer hereby grants to EchoStar a limited power of attorney to correct and/or execute or initial all spelling, typographical and clerical errors discovered in this Agreement, the Trademark License Agreement, any Other Agreement, and any amendments to the foregoing, including without limitation, errors or inconsistencies in the spelling of Retailer's name, address, phone number or fax number or the spelling of the name or title of the duly authorized representative signing or electronically accepting such agreement on Retailer's behalf.

17.19 Alteration of Terms and Conditions. Retailer acknowledges and agrees that, because among other things EchoStar has thousands of authorized retailers, it is in each party's best interest to establish an orderly process for Retailer to propose additions, deletions and modifications to the terms and conditions set forth in this Agreement and for EchoStar to receive such proposals prior to the parties entering into an agreement. Therefore, Retailer further acknowledges and agrees that any additions, deletions or modifications to the terms and conditions of this Agreement proposed by Retailer must be sent to EchoStar solely and exclusively via an e-mail message addressed to proposedchanges@echostar.com with the subject line "Proposed Changes to EchoStar Retailer Agreement" (a "Proposal") and that such Proposals must be received by EchoStar prior to Retailer executing this Agreement (whether via signature or electronic acceptance). RETAILER ACKNOWLEDGES AND AGREES THAT: (I) ANY AND ALL PROPOSALS RECEIVED BY ECHOSTAR AFTER RETAILER HAS EXECUTED THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT; AND (II) IN THE EVENT THAT RETAILER EXECUTES THIS AGREEMENT AFTER ECHOSTAR HAS RECEIVED ONE OR MORE PROPOSALS, ALL SUCH PROPOSALS SHALL BE DEEMED TO HAVE BEEN WITHDRAWN BY SUCH EXECUTION AND SHALL BE OF NO FURTHER FORCE OR EFFECT. Consequently, in the event that the following events occur in the following order: (a) EchoStar receives a Proposal from Retailer; (b) Retailer executes this Agreement; and (c) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the Proposal and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletion or modifications thereto. Further, in the event that the following events occur in the following order: (1) Retailer executes this Agreement; (2) EchoStar receives a Proposal from Retailer; and (3) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the Proposal shall be of no force or effect because it was submitted after Retailer executed this Agreement and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletion or modifications thereto. Further, in the event that the following events occur in the following order: (A) EchoStar receives a Proposal from Retailer; (B) Retailer executes this Agreement; (C) EchoStar receives a second Proposal from Retailer; and (D) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the first Proposal and the second Proposal shall be of no force or effect because it was submitted after Retailer executed this Agreement, and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletion or modifications thereto. Retailer further acknowledges and agrees that a Proposal may only be accepted by EchoStar in a writing signed by an Executive Vice President of EchoStar (or his designee), which specifically acknowledges receipt of the applicable Proposal, includes the portion(s) of the Proposal that EchoStar is willing to accept, and expressly states that EchoStar has agreed to accept such portion(s) of the Proposal. Notwithstanding anything to the contrary set forth herein, EchoStar is under no obligation to receive, consider or accept any Proposals, and in the event that a Proposal received by EchoStar is not accepted in the manner provided in the immediately preceding sentence, then such Proposal shall automatically be deemed to have been rejected by EchoStar. For the avoidance of doubt, EchoStar has the right to not receive, consider or accept any Proposal and to reject any Proposal in its sole and absolute discretion for any reason or no reason.

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

ECHOSTAR SATELLITE L.L.C.

By: _____

Name: Amir Ahmed
Title: National VP, Sales and Distribution

RETAILER

Retailer Number:

Retailer Company Name: **JERRY DEAN GRIDER DBA JSR ENTERPRISES**

Street Address: **1740 E GARRY AVE S**

City, State, Zip Code: **SANTA ANA, CA 92705**

Facsimile Number: **(909) 331-2832**

(for notice to Retailer pursuant to Section 17.10.2)

By: _____

Signature

Print Name: **JERRY GRIDER**
Title: **OWNER**

[SIGNATURE PAGE OF ECHOSTAR RETAILER AGREEMENT]

CONFIDENTIAL

Page 28 of 32

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Confidential and Proprietary

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EXHIBIT A

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is made and effective as of 4/12/2006, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("ESLLC"), having a place of business at 9601 S. Meridian Blvd, Englewood, Colorado 80112, and JERRY DEAN GRIDER DBA JSR ENTERPRISES having a principal place of business at 1740 E GARRY AVE S, SANTA ANA, CA 92705 ("Licensee")

A ESLLC conducts business in worldwide locations as, among other things, a provider of direct broadcast satellite-delivered, multi-channel, digital video, audio, data, interactive and other programming services ("Programming"); and

B Licensee conducts business as, among other things, a retailer of satellite television products and services; and

C. Licensee desires to be permitted to use such EchoStar trademarks, service marks and trade names set forth in Exhibit 1 hereto, which may be amended at any time and from time to time in ESLLC's sole and absolute discretion for any reason or no reason (the "Trademarks"), as ESLLC, in its sole and absolute discretion for any reason or no reason, may authorize, from time to time, under a non-exclusive license, to promote and solicit orders for DISH Network Programming.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. ESLLC hereby grants to Licensee a non-exclusive, non-transferable, revocable license (the "License") to use the Trademarks and such other trademarks as ESLLC may from time to time expressly in writing permit Licensee to use during the term of this Agreement, and no other term or license whatsoever, solely to promote the retail sale of ESLLC satellite television programming and the hardware necessary to receive such programming in its local advertising and promotional materials and at its business locations. Licensee expressly recognizes and agrees that Licensee shall not, in whole or in part, modify, alter, supplement, delete or otherwise change the Trademarks (whether in typewritten, stylized or any other form) as provided to Licensee by ESLLC. Licensee shall have no right to use the logos, service marks or trademarks (whether in typewritten, stylized or any other form) of any programming providers, other than the logos, service marks and trademarks of programming providers that are contained in the advertising and promotional material provided to Licensee by ESLLC. No such materials shall indicate that any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distributorship exists between Licensee and ESLLC, unless ESLLC and Licensee enter into a separate written agreement permitting Licensee to do so. Notwithstanding the above, Licensee shall provide to ESLLC, at least thirty (30) days prior to first use, an example of any advertising or promotional materials in which Licensee intends to use any Trademarks or any such other trademarks (whether in typewritten, stylized or any other form), which use has not, within the past twelve months, been approved by ESLLC in exactly the manner intended for use. ESLLC may reject and prohibit Licensee from using such materials, in its sole and absolute discretion for any reason or no reason. If Licensee is required to, but fails to provide ESLLC with proposed advertising or promotional materials at least thirty (30) days prior to first use, ESLLC shall have just cause to immediately terminate this Agreement by providing written notice to Licensee to that effect. This Agreement is not intended, nor shall it be construed, as creating any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor, or as creating any obligation on the part of ESLLC to enter into any such agreement with Licensee. Further, this Agreement is not intended, nor shall it be construed, as providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by ESLLC. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales by Licensee of products or programming manufactured and/or distributed by ESLLC, shall inure to ESLLC's sole benefit. This License shall be effective until terminated by either party in accordance with the terms of this Agreement, or until termination of the Incentivized Retailer Agreement to which this Agreement is attached for any reason or no reason whatsoever.

2. The License granted by ESLLC is granted to Licensee only. Licensee has no authority to transfer or grant any sublicense to any other entity or individual for any reason, and if Licensee does so, such action shall terminate this Agreement, at ESLLC's option, at any time thereafter. Licensee shall immediately cease using Trademarks in typewritten, stylized or any other form upon termination or expiration of this Agreement for any reason or no reason whatsoever. Upon expiration or termination of this Agreement for any reason or no reason whatsoever, at ESLLC's option Licensee shall immediately destroy or deliver to ESLLC any and all advertising and promotional materials in Licensee's possession with Trademarks (whether in typewritten, stylized or any other form) on them. If ESLLC requests destruction of advertising and promotional materials, Licensee shall promptly execute an affidavit representing at a minimum that such materials were destroyed, and the date and means of destruction.

3. Licensee expressly recognizes and acknowledges that this License, as well as any past use of the Trademarks in any manner whatsoever by Licensee (including but not limited to use on signs, business cards, or in advertisements) or in any form whatsoever by Licensee (including but not limited to typewritten or stylized form), shall not confer upon Licensee any proprietary rights or interest to any Trademarks including, but not limited to any existing or future goodwill in the Trademarks. All goodwill in the Trademarks shall inure to ESLLC's sole benefit. Further, Licensee waives any and all past, present, or future claims it has or might have to the Trademarks (whether in typewritten, stylized or any other form) and acknowledges that as between ESLLC and Licensee, ESLLC has the exclusive rights to own and use the Trademarks (whether in typewritten, stylized or any other form), and that ESLLC retains full ownership of the Trademarks (whether in typewritten, stylized or any other form) notwithstanding the License granted herein. While Licensee has no right or authority to do so, in

the event that Licensee has previously, or in the future reserves, files, or registers any of the Trademarks of ESLLC (whether in typewritten, stylized or any other form) or registers any domain name which includes all or any portion of the Trademarks of ESLLC, Licensee agrees to notify ESLLC immediately, and immediately upon request of ESLLC, to assign any and all interest to ESLLC that is obtained through the reservation, filing, or registration of the Trademarks in the U.S. or any foreign jurisdiction or through the registration of any domain name, and hereby acknowledges that any such reservation, filing, or registration of the Trademarks or domain name which includes all or any portion of the Trademarks, whenever occurring, shall be on behalf of and for the sole benefit of ESLLC, and Licensee waives all claims or rights to any compensation whatsoever therefore. Licensee's obligations in this paragraph shall survive the expiration or termination (for any reason or no reason whatsoever) of this Agreement indefinitely.

4. Furthermore, Licensee agrees not to hold itself out as DISH Network, ESLLC or any related or affiliated entity. To avoid any confusion in this respect, Licensee agrees not to use either (i) the formative "DISH" in combination with the formative "NET", or (ii) the formative "ECHO", as part of its business name. Furthermore, Licensee agrees not to register any domain name which contains either (a) the formative "DISH", in combination with the formative "NET", (b) the formative "ECHO", or (c) a misspelling of DISH Network (e.g., www.dishnetwork.com) or other ESLLC mark, and Licensee further agrees to immediately transfer to ESLLC, upon ESLLC's request, any such domain names which it has registered. Licensee's failure to comply with the provisions of this Section 4 shall constitute a material breach of this Agreement. Upon request, Licensee shall provide ESLLC with a list of domain names Licensee uses to promote or solicit orders for DISH Network Programming.

5. Nothing in this Agreement shall be construed to bar ESLLC from protecting its right to the exclusive use of its Trademarks (whether in typewritten, stylized or any other form) against infringement thereof by any party or parties, including Licensee, either during the term of this Agreement or following any expiration or termination of Licensee's right to use the Trademarks pursuant to this Agreement for any reason or no reason whatsoever. Licensee will promptly and fully advise ESLLC of any use of any mark that may appear to infringe the Trademarks (whether in typewritten, stylized or any other form). Licensee will also fully cooperate with ESLLC in defense and protection of the Trademarks (whether in typewritten, stylized or any other form), at ESLLC's expense. Similarly, nothing in this Agreement shall be construed to require that ESLLC take any action to protect the Trademarks in any instance, and ESLLC shall not be liable to Licensee in any manner whatsoever for failure to take any such action.

6 (a) This Agreement shall continue for a period of time equal to the term of the Incentivized Retailer Agreement to which this Agreement is attached, unless terminated earlier for a reason provided herein. In addition to any provisions of this Agreement that survive termination or expiration of this Agreement by their term, any provision of this Agreement which logically would be expected to survive termination for any reason or no reason whatsoever or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

(b) This Agreement may be terminated by a party (the "Affected Party") in the event that the other party (the "Other Party") defaults on any obligation or breaches any representation, warranty or covenant in this Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right), and such default or breach, if curable, is not cured within twenty (20) days of receipt of written notice from the Affected Party. The parties agree that all obligations, representations, warranties and covenants contained in this Agreement, whether or not specifically designated as such, are material to the agreement of the parties to enter into and continue this Agreement.

(c) This Agreement shall terminate automatically upon termination of the Incentivized Retailer Agreement to which this Agreement is attached for any reason or no reason whatsoever and upon termination of any Other Agreement (as defined in Section 1.26 of the Incentivized Retailer Agreement to which this Agreement is attached) for any reason, unless EchoStar notifies Licensee to the contrary in writing.

7 The relationship between the parties including all disputes and claims, whether arising in contract, tort, or under statute, 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 EchoStar 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 of Exhibits hereto.

Any and all disputes arising out of, or in connection with, the interpretation, performance or the nonperformance of this Agreement or any and all disputes arising out of, or in connection with, transactions in any way related to this Agreement and/or the relationship for any reason whatsoever between the parties (including but not limited to the termination of this Agreement or the relationship and Licensee's rights thereunder or disputes under rights granted pursuant to statutes or common law, including 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. 1404 or 1406 (or any successor statute). In the event the United States District Court for the District of Colorado does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

CONFIDENTIAL

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

ECHOSTAR SATELLITE L.L.C.

By: _____

Name: Amir Ahmed
Title: National VP, Sales and Distribution

LICENSEE

Retailer Number:

Retailer Company Name: **JERRY DEAN GRIDER DBA JSR ENTERPRISES**

Street Address: **1740 E GARRY AVE S**

City, State, Zip Code: **SANTA ANA, CA 92705**

By: _____
Signature

Print Name: **JERRY GRIDER**
Title: **OWNER**

[SIGNATURE PAGE OF TRADEMARK LICENSE AGREEMENT]

CONFIDENTIAL

EXHIBIT 1 TO TRADEMARK LICENSE AGREEMENT



CONFIDENTIAL

Page 32 of 32

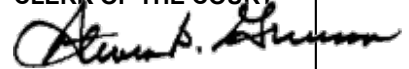
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Confidential and Proprietary

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TX 102-010783



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18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network Corp.*

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 PLUMBERS LOCAL UNION NO. 519 PENSION
23 TRUST FUND and CITY OF STERLING
24 HEIGHTS POLICE AND FIRE RETIREMENT
25 SYSTEM, derivatively on behalf of nominal
26 defendant DISH NETWORK CORP.,

27 Plaintiffs,

28 v.

29 CHARLES W. ERGEN; JAMES DEFRANCO;
30 CANTEY M. ERGEN; STEVEN R.
31 GOODBARN; DAVID MOSKOWITZ; TOM A.
32 ORTOLF; CARL E. VOGEL; GEORGE R.
33 BROKAW; JOSEPH P. CLAYTON; and GARY
34 S. HOWARD,

35 Defendants,

36 DISH NETWORK CORP., a Nevada Corp.,

37 Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**VOLUME 34 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION**

<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
556	07/14/2006	Letter from T. Bappe to D. Fox	10298
557	07/19/2006	Email from T. Stingley to M. Metzger et al.	10300
558	08/07/2006	Email from J. DeFranco to M. Metzger et al.	10313
559	08/14/2006	Email from B. Neylon to M. Mills	10317
560	08/21/2006	Email from B. Werner to M. Metzger	10332
561	09/08/2006	Email from S. Keller to B. Neylong	10334
562	09/08/2006	Email from T. Koch to B. Neylong	10339
563	09/12/2006	Risk Summary – TCPA/Disclosures	10341
564	09/28/2006	Email from R. Goodale to D. Steele	10344
565	10/02/2006	Email from J. Greaney to M. Metzger	10363

DATED this 28th day of November 2018.

By /s/ Robert J. Cassity
J. Stephen Peek, Esq. (1758)
Robert J. Cassity, Esq. (9779)
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

C. Barr Flinn (*Admitted pro hac vice*)
Emily V. Burton (*Admitted pro hac vice*)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801

*Attorneys for the Special Litigation Committee of
Nominal Defendant DISH Network Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of November 2018, a true and correct copy of the foregoing **VOLUME 34 OF APPENDIX TO THE REPORT OF THE SPECIAL LITIGATION COMMITTEE OF DISH NETWORK CORPORATION** was served by the following method(s):

☐ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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Attorneys for Defendants

By: /s/ Valerie Larsen
An Employee of Holland & Hart, LLP

EXHIBIT 556

EXHIBIT 556

JA011525
010298

TX 102-010787



July 14, 2006

Mr. David M. Fox
Consumer Protection Division
State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

Re: Ms. Brenda Dalton
File No. 0607733
261280

Dear Mr. Fox:

On July 13, 2006, we received your correspondence regarding Ms. Brenda Dalton, dated July 6, 2006, filed with your office.

We have removed Ms. Dalton's information from our predictive caller list. Please understand that independent retailers are making telemarketing calls as well. If Ms. Dalton receives further calls, she will need to notify the telemarketer that he wishes to be removed from the retailer's individual call list. All independent retailers of DISH Network are separate business entities and are not under our direct control.

Enclosed is a copy of the Echostar Satellite, LLC "Do Not Call" Policy.

We sincerely apologize for any inconvenience Ms. Dalton may have experienced, as the satisfaction of our customers is of great importance to us. If there are further questions or concerns about this issue, please feel free to contact me at (720)514-8817.

Sincerely,

T.B.

Tim Bappe
Dispute Resolution Specialist
DISH Network
Tim.Bappe@echostar.com

Enclosure

Cc: Ms. Brenda Dalton
106 Turnberry Lane
Cary, NC 27518

Elizabeth Holcomb

P.O. Box 9033 Littleton, CO 80160

PX0072-001



JA011526
010299

Confidential-US v. DISH

DISH5-0000034086
TX 102-010788

EXHIBIT 557

EXHIBIT 557

JA011527
010300

TX 102-010789

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

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

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

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

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

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

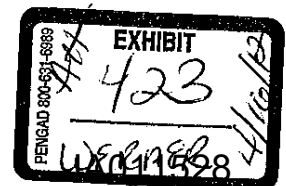
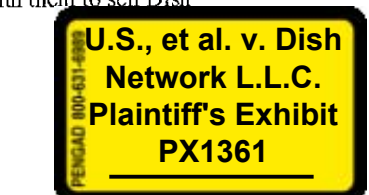
"Note: Sterling Satellite is an aggressive OTM retailer with Indian call centers. They call me frequently – and I've gotten them to admit that they aren't DISH Network."

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

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

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

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



2. The complaint is logged into the ERT or DRT tracker.
3. ERT researches to see if we called the customer and whether the consumer is on a do not call list (in most cases we are not calling the customer.)
4. ERT informs the customer that it is or is not Dish Network making the calls.
5. ERT places the customer on our internal DNC list and encourages the customer to add their name to the national and State DNC lists if they are not on them already.
6. If it is not Dish calling the customer, ERT gathers as much information from the customer as we can to help identify the caller.
7. ERT sends this information (usually the caller's phone number) to Vendor Inquires.
8. Vendor Inquires replies back stating that they were not able to identify a retailer from the information supplied or that they were able to identify the retailer and provide the retailer's information.
9. ERT contacts the customer and relays the outcome of the research to the customer and provides the retailer's information to the customer if the retailer was identified. (ERT would send a letter at this point. However, we have not received approval on the letter's content from legal.)
10. ERT marks the issue as resolved in the tracker.

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

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

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

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

Robb, Marcy, can you help out?

J

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

From: Bragalone, Jesse

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

To: Sullivan, James

Cc: Sparks, Scott; Bangert, Russell

Subject: RE: Calls to existing Dish Network Customers

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

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

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

From: Sullivan, James

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

To: Bragalone, Jesse

Cc: Sparks, Scott

Subject: FW: Calls to existing Dish Network Customers

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

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

From: Shah, Shefali

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

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

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

Subject: RE: Calls to existing Dish Network Customers

Hi Everyone,

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

Thanks,

Shefali

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

From: Vendor Inquiries

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

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

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

Subject: RE: Calls to existing Dish Network Customers

Thank you for your email to Vendor Inquiries.

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

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

Thank you,

Lisa Vallejos

DISH Network

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

From: Origer, Robb

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

To: Vendor Inquiries; Werner, Bruce

Subject: Fw: Calls to existing Dish Network Customers

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

From: Shah, Shefali

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

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

Sent: Wed Jul 12 09:20:37 2006

Subject: RE: Calls to existing Dish Network Customers

Hi Everyone,

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

Please let me know what you find out.

Thanks,

Shefali

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

From: Carlson, Erik

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

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

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

Subject: Re: Calls to existing Dish Network Customers

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

Erik

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

From: Gotto, Mark

To: Shah, Shefali

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

Sent: Tue Jul 11 18:29:50 2006

Subject: FW: Calls to existing Dish Network Customers

Hi Shefali,

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

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

Mark

From: Sultan, Leanna

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

To: Sullivan, James

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

Subject: RE: Calls to existing Dish Network Customers

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

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

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

Thanks.

Lcanna

From: Sullivan, James

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

To: Shah, Shefali; Sultan, Leanna

Subject: RE: Calls to existing Dish Network Customers

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

J

From: Shah, Shefali

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

To: Sullivan, James; Sultan, Leanna

Subject: Calls to existing Dish Network Customers

James/Leanna,

I want to bring an important issue to your notice.

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

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

Thanks,

Shefali Shah

Echostar

720-514-5108

PX1361-012

JA011539
010312

TX 102-010801

EXHIBIT 558

EXHIBIT 558

JA011540
010313

TX 102-010802

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFIDENTIAL - SUBJECT TO ATTORNEY / CLIENT AND WORK PRODUCT PRIVILEGES

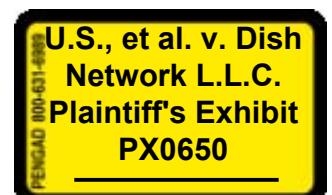
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-----Original Message-----

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

Rob and Bruce,

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



JA011541
010314

PX0650-001

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DISH5-0000123911
TX 102-010803

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

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

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

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

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

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

Thanks you,
Marcie

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

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

Please handle.

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

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

mr. defranco.....

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

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

THIS IDEA IS UNACCEPTABLE ON EVERY LEVEL!!!

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

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

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

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

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

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

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

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

PX0650-002

JA011542
010315

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DISH5-0000123912
TX 102-010804

tried to get me to consent to.

THIS BEHAVIOR IS WAY OVER THE LINE!!!

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

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

stan woodzelle
a former customer!!!

PX0650-003

JA011543
010316

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DISH5-0000123913
TX 102-010805

EXHIBIT 559

EXHIBIT 559

JA011544
010317

TX 102-010806

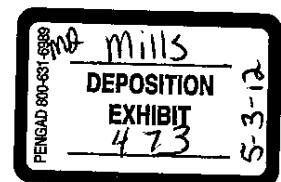
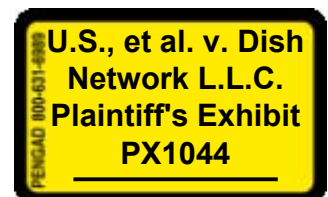
From: Neylon, Brian </O=ECHOSTAR COMMUNICATIONS
CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=NEYLBR1>
Sent: Monday, August 14, 2006 5:38 PM
To: Mills, Mike <Mike.Mills@echostar.com>
Cc: Neylon, Brian <Brian.Neylon@echostar.com>; Mills, Mike
<Mike.Mills@echostar.com>
Subject: Jerry Dean Grider DBA JSR Enterprises OE Approval
Attach: Jerry Dean Grider DBA JSR Enterprises_OE Confirmation Letter.doc; OE Tool TCs Q3
2006.doc; Pre-saleDisclosureRetailerBusinessRules (3).pdf; Logins and Passwords
Template.xls; Jerry Dean Grider DBA JSR Enterprises_Q3 2006 Retailer Order Entry
Promotional Program Business Rules.pdf

Mike,

Please talk with me prior to discussing with the client.

Thanks

Brian



JA011545

010318

DISH5-0000111653



August 10, 2006

Jerry Dean Grider DBA JSR Enterprises – Retailer #14840916
ATTN: Jerry Grider
1740 E GARRY AVE S
SANTA ANA, CA 92705

RE: Order Entry Tool Program

Dear Jerry,

Based on the information you have provided to EchoStar Satellite L.L.C. in regards to your company's ability to sell DISH Network products and services to consumers in the 48 contiguous United States, you have been accepted to participate in the Order Entry Tool program. In participating in this program, it is the expectation of EchoStar Satellite L.L.C. that you will hold your company to the highest of standards when marketing for DISH Network products and services and submitting new customer orders through the Order Entry Tool. Below is a summary of the documents EchoStar Satellite L.L.C. is providing to you in regards to the Order Entry Tool Program.

- Order Entry Tool Program Business Rules
 - Business Rules outline the Order Entry Tool Program
 - Exhibit A – Incentives
- Pre-Sale Disclosure and Advertising Requirements Business Rules
 - Business Rules outline business practices prior to sale
- Q3 2006 Order Entry Tool Terms and Conditions
 - These are the Terms and Conditions located within the OE Tool
 - You are expected to read ALL of the applicable terms and conditions to the customer at the time of sale
- OE Tool Logins and Passwords
 - List of OE Tool Logins and Passwords you have been assigned
 - You are required to assign a unique login and password to each sales person
 - Once assigned, return the attached Login Template on what logins you have provided to each sales person to poesupport@echostar.com
 - Include sales person's first and last name
 - The login template will be sent to poesupport@echostar.com any time is a sales person added or subtracted

Thank you for your support of DISH Network.

Sincerely,

Mike Oberbillig
Regional Director
EchoStar Satellite LLC

c.c. Brian Neylon
Vice President
EchoStar Satellite L.L.C.

Digital Home Advantage – Please read to the customer

- Your first bill will include charges for one month in advance as well as pro-rated charges for the current month.
- You will see a \$49.99 activation fee on your first bill.
- Your monthly rate will be \$ _____. This does not include any applicable sales tax.
- All payments for programming are non-refundable.
- You must maintain the minimum of DishFAMILY, America's Top 60, DishLATINO, or Great Wall TV Package.
- Where available, your local channels can be included in your programming package as part of your Digital Home Advantage programming package at an additional \$5.00 per month.
- The first receiver's rental fee is included in your basic programming package price. There is an additional \$5.00 per month rental fee per receiver beyond the first for each Standard receiver or \$6.00 per month rental fee for each HD receiver beyond the first on your account.
- Each of your receivers must be continuously connected to your same land-based phone line. A monthly \$5.00 Additional Outlet Programming Access fee applies to the second tuner of each receiver with two tuners. This fee will be waived on a monthly basis for each such receiver that DISH Network confirms has been continuously connected to Customer's same land-based phone line.
- All equipment remains the property of DISH Network and must be returned within fifteen days of account deactivation to DISH Network or you must pay an unreturned equipment fee which at a minimum is \$100 per receiver.
- We have placed a \$1.00 credit card hold on your credit card which will be removed within 3 to 7 business days.
- Social Security Numbers are used to obtain credit scores and will not be released to third parties except for verification and collection purposes or if required by governmental authorities.
- The Digital Home Advantage equipment and promotion comes with a standard warranty, which includes 24/7 tech support, Advance Exchange Repair (\$14.95 shipping), and In-Home service trip charge (available if a problem can not be solved over the phone) for \$99.
- Account holder must be present at the time of installation.
- If you do not own the property, you will need to present written permission from your landlord to the installer.
- DISH Network provides a 90-Day installation warranty.
- If you need to cancel or reschedule your installation DISH Network requests 24-hour advance notice.
- **If applicable** - HD receivers require a subscription to the DISH Network minimum programming service of DishHD Bronze which is \$49.99 per month. This programming may require a second dish antenna based on geographical location, provided at no charge at the time of initial installation. If you have an HD receiver and don't subscribe to minimum HD programming you will be charged a \$6.00 per month HD Enabling fee.

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- **If applicable** - There is a monthly \$5.98 DISH Network DVR Service fee for each DVR receiver and HD DVR receiver. There is no charge for the DISH Network DVR Service if subscribing to America's "Everything" Pak, DishHD Platinum or Latino "Everything" Pak.
- **If applicable** - If you have added the \$5.99 DishHOME Protection Plan (DHPP) you will receive 24/7 tech support, Advance Exchange Repair (with FREE shipping) and In-Home service trip charge (available if a problem can not be solved over the phone) for \$29. Also included in your DHPP is one Free DISHMover per year.
- **If applicable** - If you have ordered the HD DVR receiver, you have paid a non-refundable \$199.99 lease upgrade fee. There is a limit of one HD DVR receiver per account.
- **If applicable** - If you have signed up for HBO, Showtime, Cinemax or Starz, you will receive an adjustment for the value of one movie service for three months (3 months free). After the 3-month promotional period, the then-current programming price will apply. Adjustments are non-refundable.
- **If applicable** - If you choose to connect a dual-tuner DVR receiver to one TV only, a monthly \$5.00 Additional Programming Access fee will be charged to your account for the second tuner in the receiver. This fee will be waived on a monthly basis provided DISH Network confirms such receiver has been continuously connected to your same land-based phone line.
- **If applicable** - If you subscribe to qualifying programming, submit a redemption form and a copy of your bill with DISH Network services within 60 days of activation, and you will receive a \$10.00 credit each month for up to 10 consecutive months. You will forfeit any remaining credits in the case of a downgrade from qualifying programming of America's Top 60, DishLATINO, Great Wall TV, DishHD Bronze or higher, or service disconnection prior to 10 months of credits. Redemption form can be found at www.dishnetwork.com/100back
- **If applicable** - If you subscribe to qualifying DishHD programming, submit a redemption form and a copy of your bill with DISH Network services within 60 days of activation, and you will receive a \$10.00 credit each month for up to 10 consecutive months. You will forfeit any remaining credits in the case of a downgrade from qualifying programming of DishHD Bronze, or service disconnection prior to 10 months of credits. Redemption form can be found at www.dishnetwork.com/100back
- **If applicable (DHA18)** - You have signed up for the Digital Home Advantage agreement plan. You will receive DishHOME Protection Plan (over \$105 value) for length of agreement at no charge if and where available. If service is terminated there is a cancellation fee equal to \$13.33 multiplied by the number of months remaining in your agreement. At the end of agreement, you must call DISH Network to cancel DHPP or \$5.99 monthly charge will be applied for service.
- **If applicable (DHA18)** - You will receive a \$49.99 promotional credit on your first bill.
- **If applicable (DHA18)** - If you cancel within first 30 days of activation, you will be refunded/credited your Activation Fee and your monthly programming charges, and you will not be subject to the cancellation fee. Exceptions to the refund/credit include pay-per-view charges, video on demand charges, lease upgrade fees and payments made to an installation technician at the time of installation.

Digital Home Advantage (Plan Digital para el Hogar) - Por favor lea lo siguiente al cliente:

- Su primer estado de cuenta incluirá el cargo de un mes completo por adelantado más el cargo parcial del mes actual.
- Se hará un cargo por activar de \$49.99 en su primer estado de cuenta.
- Su pago mensual será de \$ _____. No incluye impuestos.
- Los pagos por programación no serán reembolsables.

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- Debe mantenerse suscrito al paquete de DishFAMILY, de America's Top 60, de DishLATINO o de Great Wall TV como mínimo.
- Donde estén disponibles, los canales locales pueden estar incluidos en el paquete Digital Home Advantage (Plan Digital para el Hogar) por un cargo mensual de \$5.00.
- El cargo por la renta del primer receptor está incluido en el precio de su paquete básico de programación. Si se añade un receptor adicional al primero, se hará un cargo mensual de \$5.00 por la renta de cada receptor básico o un cargo mensual de \$6.00 por la renta de cada receptor HD.
- Todos los receptores deben estar conectados de forma continua a una línea de teléfono. Se hará un cargo mensual de \$5.00 por no conectar la línea de teléfono a un receptor que contiene un segundo sintonizador. Este cargo no se aplicará en los receptores que DISH Network confirme que han estado conectados de forma continua a la misma línea de teléfono.
- El equipo será propiedad de DISH Network y deberá ser devuelto a DISH Network dentro de los siguientes 15 días a partir de la cancelación y deberá pagar por el equipo que no sea devuelto, que al menos será de \$100 por receptor.
- Hemos aplicado un cargo pendiente de \$1.00 a su tarjeta de crédito que será retirado en los próximos 3 a 7 días hábiles.
- Los números de Seguro Social que solicitamos son usados para obtener su puntaje de crédito y no serán divulgados a terceros. Solo podrán ser usados con fines de verificación de datos y cobranza o si son requeridos por autoridades del Gobierno.
- El equipo y promoción Digital Home Advantage ofrece una garantía estándar la cual incluye servicio técnico las 24 horas del día, Advance Exchange Repair (\$14.95 de gastos de envío) y un cargo por viaje y servicio en casa (disponible si el problema no puede ser resuelto por teléfono) de \$99
- El titular de la cuenta debe estar presente al momento de la instalación.
- Si usted no es dueño de la propiedad, necesitará presentar al instalador un permiso por escrito del propietario.
- DISH Network ofrece garantía de 90 días en la instalación.
- Si desea cancelar o cambiar la cita de su instalación, es necesario avisar a DISH Network con al menos 24 horas de anticipación.
- **Si aplica** – Los receptores HD requieren suscripción a la programación mínima de DISH Network, DishHD Bronze, la cual tiene un costo mensual de \$49.99. Esta programación puede requerir una antena secundaria, la cual depende del lugar geográfico y no supone un gasto adicional al momento de la instalación inicial. Si se tiene un receptor HD y no se suscribe a la programación HD mínima, el cargo de \$6.00 al mes se aplicará para autorizar el receptor HD.
- **Si aplica** - Hay un cargo mensual de \$5.98 por el servicio de DISH Network DVR por cada receptor de DVR o de DVR/HD. No supone un cargo por el servicio de DISH Network DVR si se suscribe a America's "Everything" Pak, DishHD Platinum o Latino "Everything" Pak.
- **Si aplica** – Si usted ha agregado el Plan de Protección para el Hogar (DHPP) por \$5.99 al mes, recibirá soporte técnico las 24 horas del día, Advanced Exchange Repair (sin cargo por envío) y servicio en casa por \$29 (disponible sólo si el problema no puede ser resuelto por teléfono). Además el plan DHPP le da un servicio gratis por año de DISHMover.
- **Si aplica** – Si usted ha ordenado el receptor HD/DVR, usted ha pagado un cargo no reembolsable de \$199.99 por mejorar el equipo. Existe un límite de un receptor HD/DVR por cuenta.

- **Si aplica** – Si usted se suscribió a la programación de HBO, Showtime, Cinemax o Starz, recibirá una reducción, la cual es igual que el valor de la programación del paquete de películas, en su estado de cuenta por los primeros 3 meses (3 meses gratis). Después de los tres meses del período promocional, la programación será facturada al precio actual del paquete de programación aplicable. Las reducciones no son reembolsables.
- **Si aplica** – Si usted elige conectar un receptor-videgrabadora con dos sintonizadores a un TV sólo, se hará un cargo mensual de \$5.00 por no conectar la línea de teléfono al receptor. Este cargo no se aplicará en los receptores que DISH Network confirme que han estado conectados de forma continua a la misma línea de teléfono.
- **Si aplica** – Si se suscribe a la programación calificativa, remite una forma de redención y una copia de la factura de DISH Network dentro de 60 días desde activación, y recibirá un crédito mensual de \$10.00 para 10 meses consecutivos, a lo sumo. Se pierden los créditos restantes si se disminuye la programación calificativa de America's Top 60, DishLATINO, Great Wall TV, DishHD Bronze o un paquete más caro a un paquete más barato, o si se desconecta el servicio antes de recibir diez meses de créditos. Se puede encontrar la forma de redención a www.dishnetwork.com/100back.
- **Si aplica** – Si se suscribe a la programación calificativa de DishHD, remite una forma de redención y una copia de la factura de DISH Network dentro de 60 días desde activación, y recibirá un crédito mensual de \$10.00 para 10 meses consecutivos, a lo sumo. Se pierden los créditos restantes si se disminuye la programación calificativa de DishHD Bronze o si se desconecta el servicio antes de recibir diez meses de créditos. Se puede encontrar la forma de redención a www.dishnetwork.com/100back.
- **Si aplica (DHA18)** – Usted ha firmado el Acuerdo Digital Home Advantage, lo cual dura 18 meses. Usted recibirá el Plan de Protección para el Hogar (DHPP) (valorizado en más de \$105) por el tiempo del Acuerdo si está disponible. Si el servicio es cancelado se aplicará un cargo de \$13.33 por cada mes restante según el Acuerdo. Al final del Acuerdo, usted debe llamar a DISH Network a cancelar DHPP o los gastos mensuales de \$5.99 por este servicio serán aplicados a su cuenta.
- **Si aplica (DHA18)** – Usted recibirá un crédito promocional de \$49.99 en su estado de cuenta.
- **Si aplica (DHA18)** – Si usted cancela el servicio dentro de los primeros 30 días después de activar, el cargo por activar y los pagos mensuales por programación estarán reembolsado o abonado en cuenta, y usted no estará responsable del cargo por cancelar. Las excepciones a la póliza de reembolso o de abono incluyen los cargos de PPV, los cargos de programación VOD, los cargos por mejorar el equipo y los pagos al instalador al momento de la instalación.

Free-For-All – Please read to the customer

- Your first bill will include charges for one month in advance as well as pro-rated charges for the current month.
- Your monthly rate will be \$ _____. This does not include any applicable sales tax.
- Where available, your local channels can be included in your programming package at an additional \$5.00 per month.
- All payments for programming are non-refundable.
- There is a \$5.00 per month Additional Receiver Access Fee for each standard receiver beyond the first and a \$6.00 per month Additional Receiver Access Fee for each HD receiver beyond the first.
- Each of your receivers must be continuously connected to your same land-based phone line. A monthly \$5.00 Additional Outlet Programming Access fee applies to the second tuner of each receiver with two

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tuners. This fee will be waived on a monthly basis for each such receiver that DISH Network confirms has been continuously connected to Customer's same land-based phone line.

- You are participating in the Free-For-All promotion which entitles you to 30 monthly credits of \$5 if you purchased a one-tuner receiver or 40 monthly credits of \$5 if you purchased two receivers (or one two-tuner receiver).
- You must maintain a minimum of Dish**FAMILY**, America's Top 60, Dish**LATINO**, or Great Wall TV Package for 30/40 consecutive months to receive all credits.
- To continue qualifying for credits under the two receiver (two-tuner) option, the receiver(s) must stay active for the entire 40 months.
- All equipment credits are non-refundable.
- The DISH Network equipment comes with a standard warranty, which includes 24/7 tech support, Advance Exchange Repair (\$14.95 shipping) and In-Home service trip charge (available if a problem can not be solved over the phone) for \$99.
- An adult must be present at time of installation.
- If you do not own the property, you will need written permission from your landlord to show to the installer.
- DISH Network provides a 90-Day installation warranty.
- If you need to cancel or reschedule your installation DISH Network requests 24-hour advance notice.
- **If applicable** - HD receivers require a subscription to the DISH Network minimum programming service of Dish**HD** Bronze which is \$49.99 per month. This programming may require a second dish antenna based on geographical location, provided at no charge at the time of initial installation. If you have an HD receiver and don't subscribe to minimum HD programming you will be charged a \$6.00 per month HD Enabling fee.
- **If applicable** - If you have added the \$5.99 Dish**HOME** Protection (DHPP) you will receive 24/7 tech support, Advance Exchange Repair (with **FREE** shipping) and In-Home service trip charge (available if a problem can not be solved over the phone) for \$29. Also included in your DHPP is one Free DISH**MOVER** per year.
- **If applicable** - There is a monthly \$5.98 DISH Network DVR Service fee for each DVR receiver and HD DVR receiver. There is no charge for the DISH Network DVR Service if subscribing to America's "Everything" Pak, Dish**HD** Platinum or Latino "Everything" Pak.

Free-For-All (Todo-Gratis) - Por favor lea lo siguiente al cliente:

- Su primer estado de cuenta incluirá el cargo de un mes completo por adelantado más el cargo parcial del mes actual.
- Su cargo mensual será de \$ _____. Este cargo no incluye impuestos.
- Donde estén disponibles, los canales locales pueden estar incluidos en el paquete de programación por un cargo mensual de \$5.00.
- Los pagos por concepto de programación no serán reembolsables.

OE Tool – T&Cs Q3 2006 Release

- Se hará un cargo mensual de \$5.00 por utilizar cada receptor básico después del primero y de \$6.00 por utilizar cada receptor HD después del primero.
- Todos los receptores deben estar conectados de forma continua a una línea de teléfono. Se hará un cargo mensual de \$5.00 por no conectar la línea de teléfono a un receptor que contiene un segundo sintonizador. Este cargo no se aplicará en los receptores que DISH Network confirme que han estado conectados de forma continua a la misma línea de teléfono.
- Usted está participando de la promoción Free-For-All, la cual le permite recibir 30 créditos mensuales de \$5 si usted compró un receptor con un sintonizador o 40 créditos mensuales de \$5 si usted compró 2 receptores (o un receptor con dos sintonizadores).
- Debe mantener al menos la suscripción a Dish**FAMILY**, America's Top 60, Dish**LATINO** o Great Wall TV por 30/40 meses consecutivos para recibir todos los créditos.
- Para continuar recibiendo los créditos por su segundo receptor (o segundo sintonizador), éste debe mantenerse activo por todos los 40 meses.
- Los créditos por equipo no serán reembolsables.
- Los equipos de DISH Network vienen con una garantía estándar la cual incluye servicio técnico las 24 horas del día, Advance Exchange Repair (\$14.95 de gastos de envío) y un cargo por viaje y servicio en casa (disponible si el problema no puede ser resuelto por teléfono) de \$99
- Un adulto debe estar presente al momento de la instalación.
- Si usted no es el dueño de la propiedad, usted deberá presentar un permiso escrito del dueño para poder efectuar la instalación.
- DISH Network ofrece una garantía de instalación de 90 días.
- Si desea cancelar o cambiar la cita de su instalación, es necesario avisar a DISH Network con al menos 24 horas de anticipación.
- **Si aplica** – Los receptores HD requieren suscripción a la programación mínima de DISH Network, Dish**HD** Bronze, la cual tiene un costo mensual de \$49.99. Esta programación puede requerir una antena secundaria, la cual depende del lugar geográfico y no supone un gasto adicional al momento de la instalación inicial. Si se tiene un receptor HD y no se suscribe a la programación HD mínima, el cargo de \$6.00 al mes se aplicará para autorizar el receptor HD.
- **Si aplica** – Si usted ha agregado el Plan de Protección para el Hogar (DHPP) por \$5.99 al mes, usted recibirá soporte técnico las 24 horas del día, Advanced Exchange Repair (sin cargo por envío) y servicio en casa por \$29 (disponible sólo si el problema no puede ser resuelto por teléfono). Además el plan DHPP le da un servicio gratis al año de DISHMover.
- **Si aplica** - Hay un cargo mensual de \$5.98 por el servicio de DISH Network DVR por cada receptor de DVR o de DVR/HD. No supone un cargo por el servicio de DISH Network DVR si se suscribe a America's "Everything" Pak, Dish**HD** Platinum o Latino "Everything" Pak.



RETAILER BUSINESS RULES
Pre-Sale Disclosure and Advertising Requirements
Effective: June 24, 2003

Overview:

EchoStar Satellite Corporation ("Dish Network") has entered into an agreement with the Attorneys General of thirteen states (California, Colorado, Connecticut, Florida, Georgia, Illinois, Louisiana, Minnesota, New Jersey, New York, Ohio, Oregon and Wisconsin) ("Attorneys General") resolving a dispute about the processes used in advertising disclosures, customer relationship and similar issues relating to Dish Network and its independent Retailers. As part of the agreement, Dish Network must require that Retailers follow the policies and guidelines set forth in these Business Rules. Nothing in these Business Rules is intended to change the existing Independent contractor relationships between Dish Network and authorized retailers who sell Dish Network products and no agency relationship is created by the requirements set forth herein. These Business Rules apply to all Incentivized and Non-Incentivized retailers, and the Rules are not limited to retailers operating in the states mentioned above.

Definitions:

As used herein, the following words or phrases have the following meaning:

- (a) A statement is "clear and conspicuous" if it is disclosed in such size, color, contrast, location, duration, and audibility that it is readily noticeable, readable and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner readily noticeable, readable, and understandable, and it must not be obscured in any manner. Audio disclosure shall be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it. Visual disclosure shall be of a size and shade, and shall appear on the screen for a duration sufficient for a consumer to read and comprehend it. In a print advertisement or promotional material, including without limitation point of sale display or brochure materials directed to consumers, the disclosures shall be in a type size and location sufficiently noticeable for a consumer to read and comprehend it, in a print that contrasts with the background against which it appears.
- (b) The terms "Cancellation Fee", and "Termination Fee", as used herein, may be used interchangeably and shall mean any fee charged by Dish Network to a customer for the Early Cancellation or Early Termination of such customer's contract, other than a default by Dish Network.
- (c) The term "Commitment Customer", as used herein, shall mean a Dish Network customer who enters into a contract with Dish Network with contractual obligations for a fixed period of time, which if not satisfied would result in a Cancellation Fee or other such additional charge (but does not include customers who prepay on an annual or multi-month basis).
- (d) The term "Programming", as used herein, shall mean any and all video and or audio transmissions provided by Dish Network.

Pre-Sale Disclosures:

To the extent not already a Retailer's existing practice, Retailer must adopt and implement policies and procedures as follows: prior and reasonably proximate in time to the sale or lease (typically, prior to receipt of payment and in all events, prior to installation) by Retailer of Dish Network satellite system hardware or Programming (whichever occurs first), the following terms and conditions listed in subparagraphs (a), (b), and (c) below, if and as such terms may be applicable, shall be clearly and conspicuously disclosed by Retailer on at least one occasion (the "Pre-Sale Disclosures"). **(Please note that these disclosures do not need to appear in all advertising - the requirement is that these terms be clearly and conspicuously disclosed on at least one occasion prior to sale. Additionally, a term from the below list does not need to be disclosed if it does not apply.)** Such disclosures may be made orally by telephone or in person, electronically (such as on a website), in writing or as may otherwise be appropriate under the circumstances (such as a clear and conspicuous disclosure in a brochure or POS display):

- (a) Specific terms to be disclosed as applicable to Commitment Customers:
 - (1) the contract period during which Programming cannot be terminated or downgraded without the payment of a Termination Fee including whether such fee may be assessed in addition to other penalties, fees or charges, and the amount of such Termination Fee (for instance 12 month commitment and \$240 cancellation fee);
 - (2) required minimum Programming fees (for instance fees for minimum programming levels such as AT50);
 - (3) required minimum fees for failing to return leased equipment (such as DHP equipment charges);
 - (4) any requirement to return leased equipment and the time period within which such equipment must be returned (currently, DHP equipment must be returned within 15 days);
 - (5) fees charged by Dish Network or Retailer for equipment removal or equipment return (generally not applicable); and
 - (6) whether a contract period automatically renews for an additional term, other than month to month, at the end of the first term (currently not applicable).
- (b) General terms to be disclosed as applicable:
 - (1) fees associated with changing or downgrading Programming at the end of any introductory promotion period for such Programming (such as downgrade fees after free trial periods); and
 - (2) Dish Network's refund policy if such policy includes the retention of any payments made by the customer (payments for Programming are non-refundable).
- (c) Other general terms to be disclosed as applicable:
 - (1) activation fees;

- (2) standard installation fees (currently not applicable to most promotions);
- (3) local Programming fees and/or charges (currently \$5.99 for most locals packages);
- (4) whether purchased equipment may be reconditioned or used and if reconditioned or used, the length and type of warranty (generally does not apply since leased equipment for DHP is excepted. This would only apply to purchased equipment if remanufactured); and
- (5) whether a particular consumer is eligible for local network Programming (which shall be defined to include public broadcasting) based upon the service location for such consumer, or a listing of metropolitan areas where local network Programming is available and a website and telephone number to access to determine if a particular customer is eligible for such local Programming. (DISH Network's web site (<http://www.dishnetwork.com/content/programming/locals/index.shtml>) and telephone number (1-800-333-DISH) may be used for this purpose.)

Spanish Language Requirements:

If a sale is conducted in Spanish language, the disclosures described above must be issued in Spanish. Additionally, if an advertisement is issued in Spanish language, any disclosures in such advertisement must be in Spanish. If a sale is transacted in Spanish, the contract for such sale must be available in Spanish. Dish Network will post Spanish language contracts and claim forms on the retailer web site for this purpose.

Remedies for Failure to Provide Pre-Sale Disclosures:

If a customer disputes having received an applicable Pre-Sale Disclosure(s) from a Retailer, and Dish Network and the customer are unable to resolve the dispute, Dish Network will request that the customer submit the dispute in writing with reasonable detail. If the customer submits the dispute in writing and Dish Network cannot produce "documentary evidence" or "documented confirmation" that the customer received the applicable disclosure prior to sale, Dish Network may not enforce the fee associated with that particular disclosure and may chargeback the applicable amount to the retailer. For disclosures regarding remanufactured equipment and locals, the following procedures and remedies shall apply:

Remanufactured Equipment Sale disclosures. In the event that a customer, within 21 days of sale or 7 days of activation, whichever is earlier, disputes in writing in reasonable detail receiving from Retailer a disclosure that purchased (as opposed to free in Free Dish promotion or leased in DHP promotion) equipment was remanufactured, and Retailer is unable to present documentary evidence or documented confirmation that the customer actually received such Pre-Sale Disclosure(s), then Retailer is required to replace such equipment with new equipment free of charge.

Pre-Sale Disclosure regarding Locals. In the event that a customer, within 21 days of sale or 7 days of activation, whichever is earlier, disputes in writing in reasonable detail receiving from Retailer the Pre-Sale Disclosure(s) regarding locals, and Retailer is unable to present documentary evidence or documented confirmation that the customer actually received such Pre-Sale Disclosure(s) (and such customer is in fact ineligible to receive local Programming), then such customer may return all purchased equipment to the retailer who sold the equipment, and receive a refund of the purchase price paid for the equipment, (provided that all such purchased equipment is returned in the same condition as purchased, reasonable wear and tear excepted), less any reasonable restocking fee that may be agreed upon by such customer, if any, and which has been clearly and conspicuously disclosed to the customer prior to sale.

Accurate and bona fide "documentary evidence" or "documented confirmation" (for example, and without limitation, a recording of the customer's conversation, an electronic acknowledgement, or a written acknowledgment on a claim form or customer contract, that the customer received the disclosures prior to sale) shall be conclusive proof for the purposes of these Business Rules that a Pre-Sale Disclosure was received by the customer prior to sale. Dish Network will post new Claim Forms which will contain an acknowledgment section to obtain such "documented confirmation."

Equipment Advertisements:

Any advertisement by Retailer for a promotion which permits the sale or gift of a reduced price satellite dish or related hardware (such as Free Dish), shall clearly and conspicuously disclose, (**only if applicable**), if the satellite dish or related hardware is reconditioned or used and, if reconditioned or used, the length and type of warranty.

Installer Requirements:

All Retailers that perform installations, and their Installation Subcontractors (See Retailer Installations and the Use of Installation Subcontractors Business Rules), are required to comply with state and local laws, including, but not limited to, licensing requirements and bonding and insurance requirements.

Implementation Deadline:

Retailer must adopt and implement the policies described above as expeditiously as possible but no later than **September 19, 2003**. If a Retailer has not adopted and implemented the policies described above by September 19, 2003, Dish Network will consider such Retailer to be in breach of its Retailer Agreement and may take punitive action against such Retailer, the type of such action being in Dish Network's sole discretion, up to and including termination. If Dish Network is advised that a retailer has failed to comply with the policies described above on more than three occasions, Dish Network is required to notify the appropriate State Attorney General in the subject state of the name and address of such Retailer. (Isolated instances of non-compliance shall not be a violation provided that the Retailer has adopted the policies described in these Business Rules.) Dish Network reserves the right to chargeback Retailer for any damages incurred by Dish Network as a result of Retailer's failure to adopt and properly implement the policies described in these Business Rules, including any payments Dish Network is required to make or refund to a customer.

THESE RETAILER BUSINESS RULES ARE SUBJECT TO CHANGE FOR ANY REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE DISCRETION OF DISH NETWORK.

Logins and Passwords Template.xls

UNSUPPORTED OR EXCLUDED FILE TYPE



RETAILER ORDER ENTRY PROMOTIONAL PROGRAM

Effective: July 1, 2006 through September 30, 2006

Prior to being considered for participation in this Promotional Program and in addition to any other requirements set forth below, a retailer must have a valid EchoStar Retailer Agreement ("EchoStar Retailer Agreement") in full force and effect with EchoStar Satellite L.L.C. ("EchoStar"), (ii) otherwise be in good standing with EchoStar and Echosphere L.L.C. ("Echosphere"), (iii) purchase DISH DBS Systems directly from Echosphere, and (iv) receive these Business Rules directly from EchoStar via electronic mail. Retailers with a valid EchoStar Retailer Agreement in full force and effect with EchoStar are referred to hereinafter as "EchoStar Retailers".

The misrepresentation of the terms and conditions of this Promotional Program to consumers and/or the failure to disclose material terms and conditions of this Promotional Program to consumers may be deemed, as determined in EchoStar's sole and absolute discretion for any reason or no reason, to be fraud under your Retailer Agreement(s). Any breach or default of any of your obligations under these Business Rules may be deemed, as determined in EchoStar's sole and absolute discretion for any reason or no reason, to be a breach and/or default under your Retailer Agreement(s).

Notwithstanding anything to the contrary set forth in your Retailer Agreement(s), retailers are not required to participate in the Promotional Program described below and participation in this Promotional Program may not be available to all retailers. EchoStar shall determine retailer eligibility to participate in this Promotional Program in its sole and absolute discretion for any reason or no reason. All pricing, programming, packages, and other terms and conditions of service are subject to change without notice.

Program Overview:

This Promotional Program provides participating EchoStar Retailers with the opportunity to market, promote and solicit orders for the activation of Eligible Residential Programming for new Residential Subscriber Accounts under Qualifying Promotions (as defined below) during the Promotional Period using EchoStar's proprietary web-based DISH Network partner order entry tool (solely for the purposes of this Promotional Program, the "OE Tool"). Fulfillment of all orders solicited under this Promotional Program shall be performed solely and exclusively by EchoStar, an Affiliate of EchoStar and/or any third party authorized by EchoStar or an Affiliate of EchoStar to perform installation and/or after-sales services on its behalf, in all cases as determined by EchoStar or its Affiliate in its sole and absolute discretion for any reason or no reason.

DEFINITIONS

Qualifying Promotions:

Solely for the purposes of this Promotional Program, "Qualifying Promotions" means and shall be limited to the following consumer promotional offers, the consumer terms and conditions of which are as set forth in the Business Rules posted on the retailer care site specific to each such consumer promotional offer and all other applicable Business Rules: (i) the Digital Home Advantage Promotional Program; (ii) the Formers DHA-18 Promotional Program; (iii) the Free For All Promotional Program; (iv) the ClubDISH Referral Promotional Program; (v) all successor Promotional Program(s) (if any) to each of the foregoing; and (vi) such other Promotional Programs as may be determined by EchoStar at any time and from time to time in its sole and absolute discretion for any reason or no reason. Notwithstanding the foregoing, EchoStar reserves the right to determine at any time and from time to time, in its sole and absolute discretion for any reason or no reason, whether a consumer promotional offer constitutes a Qualifying Promotion or is more appropriately considered a promotion other than a Qualifying Promotion.

Promotional Period:

Solely for the purposes of this Promotional Program, the "Promotional Period" shall commence on the "Promotion Effective Date" specified above and expire on the "Promotion End Date" specified above.

RETAILER ECONOMICS:

In consideration of a participating EchoStar Retailer's continuing efforts to market, promote and solicit orders for DISH Network programming and a participating EchoStar Retailer's continuing efforts to service DISH Network subscribers after initial activation, a participating EchoStar Retailer may be eligible to receive the Incentives set forth below. Payment of any and all Incentives described below shall be subject to the terms and conditions of your EchoStar Retailer Agreement, applicable Business Rules, the Rate Card (as defined below) and all Other Agreements.

Residential Incentives:

For each activation during the Promotional Period of a DISH DBS System for a new Residential Subscriber Account for which a participating EchoStar Retailer correctly and completely performed the order entry tasks related to the provisioning of Eligible Residential Programming under a Qualifying Promotion for such account (which programming is activated within 14 days from the date of initial activation) using the OE Tool, the participating EchoStar Retailer to whom the exact Rate Card was sent directly by EchoStar via e-mail may be eligible to receive: (i) a "Primary Activation Incentive"; and (ii) such other Residential Incentives (if any) (the "Other Residential Incentives") as may be set forth in the Rate Card attached hereto as Exhibit A and incorporated herein by reference in its entirety and which is subject to change at any time and from time to time and retailer to retailer in EchoStar's sole and absolute discretion for any reason or no reason upon notice (including without limitation via e-mail) (the "Rate Card"). The amount and certain other terms and conditions applicable to such Residential Incentives shall be as set forth in the Rate Card.

Payment Schedule:

All payments of Residential Incentives under this Promotional Program shall be made in accordance with and subject to the payment schedule set forth set forth in the Incentive Payment Structure Business Rules.

Chargebacks:

In addition to and without limitation of any and all chargeback provisions set forth in the Agreement and applicable Business Rules, all Primary Activation Incentives and Other Residential Incentives paid under this Promotional Program will be reclaimed in full in the event that the corresponding Residential Subscriber Account terminates any customer promotion agreement with DISH Network or deactivates Eligible Residential Programming, or its service is disconnected for any reason within the chargeback period specified in the Rate Card (if any) or, in the event no such chargeback period is specified, one hundred eighty (180) days from its date of initial activation, and EchoStar may, but shall have no obligation to, deduct such charged back amounts from Incentives due under your EchoStar Retailer Agreement.

ECHOSTAR SHALL DETERMINE FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR ECHOSTAR SUBSCRIBER AND/OR HARDWARE COMPONENT IS ELIGIBLE FOR THE PAYMENT OF THE INCENTIVES DESCRIBED ABOVE. ECHOSTAR'S CALCULATION AND PAYMENT OF SUCH INCENTIVE PAYMENTS SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY YOU PURSUANT TO SECTION 15.1 OF YOUR ECHOSTAR RETAILER AGREEMENT.

Sole Incentives:

Notwithstanding anything set forth to the contrary in any other Business Rules, in no event shall any Incentives, co-op accrual or other amounts not expressly set forth in these Business Rules (including without limitation the Rate Card) be payable in connection with any DISH DBS System or Subscriber Account activated in connection with this Promotional Program.

CALL MONITORING:

By participating in this Promotional Program, a retailer acknowledges and agrees that EchoStar shall have the right (but not the obligation) at any time and from time to time in its sole and absolute discretion for any reason or no reason to monitor, record and/or otherwise access, whether electronically or otherwise and in all cases at EchoStar's election, any and all telephone or other similar communications made between such retailer and/or any of its employees, agents, sub-agents, independent contractors or Affiliates on the one hand, and any prospective or actual consumer on the other hand, that arises from or relates in any manner to the marketing, promotion and/or solicitation of orders for Programming and/or any other Services or Hardware offered by EchoStar and/or any of its Affiliates. Promptly, upon EchoStar's request, each participating retailer shall, at its sole cost and expense, undertake any and all acts and omissions (and/or cause its employees, agents, sub-agents, independent contractors or Affiliates to undertake all acts and omissions) as may be required to provide EchoStar with such access and/or otherwise carry out the purpose or intent of any of the foregoing, in all cases in such form and manner as may be specified by EchoStar at any time and from time to time in its sole and absolute discretion for any reason or no reason.

DISH ORDER ENTRY TOOL WEBSITE ACCESS:

Your access to or use of any and all websites made available to you by EchoStar in connection with your participation in this Promotional Program shall be subject to and in accordance with the terms and conditions of service that are: (i) posted at the relevant time of determination in EchoStar's sole and absolute discretion for any reason or no reason on EchoStar's retailer care site (the "Retailer Care Site") and (ii) applicable to a retailer's access to or use of the Retailer Care Site.

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

The misrepresentation of the terms and conditions of this Promotional Program to consumers and/or the failure to disclose material terms and conditions of this Promotional Program to consumers may be deemed, as determined in EchoStar's sole and absolute discretion for any reason or no reason, to be fraud under your EchoStar Retailer Agreement. Any breach or default of your obligations under these Business Rules may be deemed, as determined in EchoStar's sole and absolute discretion for any reason or no reason, to be a breach and/or default under your EchoStar Retailer Agreement.

THESE BUSINESS RULES (INCLUDING WITHOUT LIMITATION EXHIBIT A) ARE SUBJECT TO CHANGE AND THIS PROMOTIONAL PROGRAM MAY BE TERMINATED FOR ANY REASON OR NO REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE AND ABSOLUTE DISCRETION OF ECHOSTAR, INCLUDING WITHOUT LIMITATION DURING ANY PROMOTIONAL PERIOD SET FORTH HEREIN, UPON NOTICE TO YOU (INCLUDING WITHOUT LIMITATION VIA E-MAIL). THESE BUSINESS RULES SUPERCEDE ANY AND ALL PRIOR VERSIONS IN THEIR ENTIRETY WITH RESPECT TO ACTIVATIONS OF SUBSCRIBER ACCOUNTS THAT OCCUR ON OR AFTER THE EFFECTIVE DATE WRITTEN ABOVE, AND SUCH PRIOR VERSIONS (IF ANY) SHALL BE OF NO FORCE AND EFFECT WHATSOEVER WITH RESPECT TO SUCH ACTIVATIONS. FOR ACTIVATIONS OF SUBSCRIBER ACCOUNTS THAT OCCURED PRIOR TO SUCH DATE, THE CORRESPONDING PRIOR VERSION (IF ANY) CONTINUES TO APPLY.

EXHIBIT A

RATE CARD

Jerry Dean Grider DBA JSR Enterprises – Retailer #14840916

Primary Activation Incentive: \$175

- (The Primary Activation Incentive is payable solely in connection with the Primary Receiver (as defined below) for the applicable Residential Subscriber Account).

Exceptions to Amount:

Free For All Promotional Program:	\$125
Club DISH Promotional Program:	\$125
DISH Family programming package:	\$100
Formers DHA 18 Promotional Program:	\$100

DHPP Enrollment Incentive: \$15

- (The DHPP Enrollment Incentive is payable solely in connection with the Primary Receiver for the applicable Residential Subscriber Account and solely in the event that such Residential Subscriber Account is eligible to enroll and actually enrolls in EchoStar's then-current DISH Home Protection Plan within 14 days of initial activation).

DVR Incentive: \$25

- (The DVR Incentive is payable solely in the event that the applicable receiver is a model designated by EchoStar at the relevant time of determination in the Incentive Payment Structure Business Rules as eligible for the payment of a DVR Incentive).

HD Incentive: \$50

- (The HD Incentive is payable solely in the event that the applicable receiver is a model designated by EchoStar at the relevant time of determination in the Incentive Payment Structure Business Rules as eligible for the payment of a DVR Incentive).

Monthly Residential Incentives: Payment Amount determined in accordance with the Incentive Payment Structure Business Rules.

- (The Monthly Residential Incentive is payable solely in connection with the Primary Receiver for the applicable Residential Subscriber Account and is subject to the Incentive Payment Structure Business Rules.)

Chargeback Period: 180 Days

* OE Tool activations will not accrue coop

* In the event that a Residential Subscriber Account is initially activated under a consumer promotional offer applicable to a Promotional Program named above and/or under any Promotional Program with any specific programming package named above, the amount of the Primary Activation Incentive payable in connection with such activation shall be equal to the lowest corresponding amount written above.

For the purposes of this Rate Card, the "Primary Receiver" shall mean the first receiver activated for a Residential Subscriber Account.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in your EchoStar Retailer Agreement or the Retailer Order Entry Promotional Program Business Rules to which this Rate Card is attached, as applicable.

EXHIBIT 560

EXHIBIT 560

JA011559
010332

TX 102-010821

From: Werner, Bruce
Sent: Monday, August 21, 2006 2:11:25 PM
To: Metzger, Marciedes
CC: Voorhies, Christina
Subject: TCPA Numbers

I have the pleasure to announce that Reji Musso has joined retail Services Audit and Risk team as Compliance Manager. She brings with her six years experience with EchoStar much of it with DNS. Among other things she will be responsible for bringing structure to our efforts in complying with Federal, State and internal requirements surrounding marketing.

For our weekly reporting would you please forward TCPA data to her and Christina Voorhies.

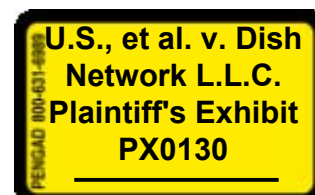
Who should we call if we have specific questions about the data? As an example, in last week's report I was unable to determine how some percentages were calculated.

Thank you.

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

CONFIDENTIAL - SUBJECT TO ATTORNEY / CLIENT AND WORK PRODUCT PRIVILEGES

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



JA011560
010333

PX0130-001

Confidential-US v. DISH

DISH5-0000076387
TX 102-010822

EXHIBIT 561

EXHIBIT 561

JA011561
010334

TX 102-010823

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

Attachments: LA South OE.xls

Sir,

The two known affiliates that have call center abilities are:



LA South
OE.xls (25
kB)

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

Steven Keller

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

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

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

Steve,

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

Thanks

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

Gentlemen,

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

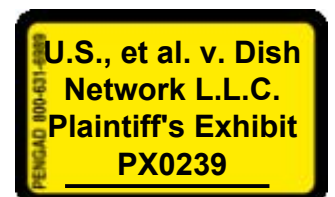
There is a scramble of about 4 call centers that are trying to apply for the OE tool and attach themselves to our current OE partners.

PX0239-001

JA011562
010335

Confidential - U.S. v. DISH

DISH5-0000111398
TX 102-010824



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

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

Am I missing anything else?

Thank you in advance for your response.

Steven Keller

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

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Subject: United Satellite Closed Doors

Hi:

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

Thought you would like to know.

PX0239-002

JA011563
010336

Confidential - U.S. v. DISH

DISH5-0000111399
TX 102-010825

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

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

EXHIBIT 562

EXHIBIT 562

JA011566
010339

TX 102-010828

From: Koch, Tim <Tim.Koch@echostar.com>
Sent: Friday, September 8, 2006 1:40 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>
Subject: FW: Some concerns for Dish regarding Star Satellite

Brian,

I need to bring this to your attention. I just got off the phone with Peter Knecht at Stampede Marketing about this.

Please let me know if you need more information, or if you would like me to send this to corporate legal.

Thanks,

Tim Koch
Regional Director-Mountain Region
Echostar
Direct: 720.833.6001
email: tim.koch@echostar.com

From: Peter Knecht [mailto:peter@stampedegroup.com]
Sent: Friday, September 08, 2006 11:34 AM
To: Koch, Tim; Thomson, Regina; Mills, Mike
Subject: Some concerns for Dish regarding Star Satellite

To all,

Recently I have been working with BC Smith, a former Star Satellite employee, about the possibility of partnering with Stampede Marketing. BC has been working as an employee of Point for the last few months and has added much value. In talking with him about how we might partner officially, he brought up some disconcerting things that occurred while working at Star Satellite. I feel it is not good to have this information without making it known to Dish Network.

In short, while an OE dealer for Dish, Star Satellite sold approximately 30,000 accounts through an illegal marketing channel, autodialing. In February of this year, the FTC began an investigation into Star and four other dealers. The majority of the investigation has been pertaining to Dish Network correspondence or the lack of regarding its autodialing policies and notices to its dealers. Since talking to BC, it appears the FTC is preparing a case against these dealers as well as Dish Network.

As far as Star is concerned, they have recently set up a DNS operation in Southern California. They have also shared employment of some of Stampede's sales reps in Southern California to sell a minimum number of accounts to keep their ongoing residuals going. This is a favor I've been doing for Eric Meyer up to this point without any compensation from him, but have discontinued this relationship as of now.

I've spoken with BC and he is willing to talk about this from a first hand perspective if you need, or you can call me as well. Hope all is well with Dish and you.

Peter Knecht



JA011567
010340

PX0386-001

Confidential - U.S. v. DISH

DISH5-0000111393
TX 102-010829

EXHIBIT 563

EXHIBIT 563

JA011568
010341

TX 102-010830



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

VendorInquiries@EchoStar.com

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

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

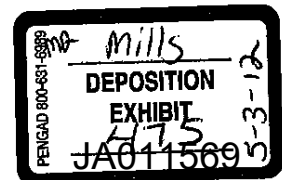
Operations

OE Monitoring

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



PX1202-001



Confidential-US v. DISH

DISH5-0000025361

TX 102-010831

- Left voice mails and sent follow-up e-mails for I Sat/Blu Kiwi, Altitude Marketing/Innertech, EBN Financial, Total Marketing and Unisat.
- Dish Pronto has provided access to the switch and has been helpful in working out issues; however, gathering 50 calls has proven to be a challenge with the current process. DP is investigating others.
- Orbit Satellite will be the contacted once the others are up and running. With a staff of 4, there is no recording equipment and we will inquire about doing an on site monitoring session.
- 19 follow-up e-mails were sent the week of August 28th with the following information included:
 - OE Monitoring Form
 - Call Submission Process
 - Process for Uploading Calls
- QA Conference Calls (CSC QA, OE Partner and RS)
 - All Sat – 9/8/06 – very successful. Have developed an “overlay” to the O/E tool to make sure they incorporate all items on the QA form, especially the disclosures.
 - NPS – 9/8/06 – Received some push back with the form and the requirements. Reinforced that the information needed does not have to be in the order of the QA form, but contained in the call.
 - Scheduled QA conference call with E-Management for 9/15/06.
- CSC QA team reviewed calls from 2 partners (8/30-9/5)
 - All Sat Recap – 28 calls evaluated / Overall Average = 70% / # of 0% calls = 4
 - NPS Recap – 35 calls evaluated / Overall Average = 65% / # of 0% calls = 6
 - Primary reasons for 0% calls for both partners were due to missing legal disclosures, primarily surrounding credit scoring disclosure and usage of social security numbers. The agent did not speak with the individual that was being credit checked in one of the calls and we missed the rent/own option in another.
- CSC QA team reviewed calls from 2 partners (9/6-9/12)
 - All Sat Recap – 59 calls evaluated / Overall average = 34.92% / 0% calls = 30
 - Primary reasons for 0% calls include disclosure of cancellation fees, rebate information, cost of programming, # of days to return equipment following disconnect and HDTV inquiries. The other items that need attention are discussing the former situation, locals, features and benefits of programming, accurate answers to equipment questions, credit scoring and confirming the name on the credit card. There are also some opportunities to improve the actual customer exchanges with a few agents.
 - NPS Recap – 23 call evaluated / Overall average = 38.26% / 0% calls = 12
 - Primary reasons for 0% calls include failure to disclose credit check when asking for credit card and social security number. Also did not speak with the person who owns the credit card we are checking. Also missed that programming is non-refundable, 2 months on the first bill or the cancellation fees. Other non-legal disclosures are being missed such as 3 foot clearance, \$59.00 for additional labor and alternate phone numbers. Agents are not verifying the name on the credit card, requesting basic information such as current address and phone number. Failed to ask if they were a former customer or probe about current situation. The time frame for returning equipment is misquoted as 15 days. They did not advise of the features and benefits of the movie channels.

EXHIBIT 564

EXHIBIT 564

JA011571
010344

TX 102-010833

Musso, Reji

From: Voice [voice@jsrsatellite.com]
Sent: Thursday, September 28, 2006 3:36 PM
To: Steele, Dana
Subject: JSR response to alleged DNC protocols for 301-649-2221

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

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

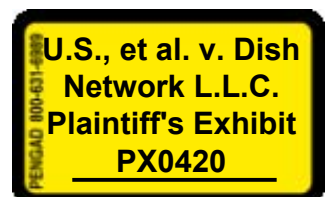
We here at JSR wish to maintain the highest standard of marketing in the industry, and will continue to maintain any and all State or Federal guidelines pursuant to the telemarketing act.
Thank you for your attention in this matter. God Bless

Sincerely
Richard Goodale

10/1/2006

PX0420-001

Confidential-US v. DISH



JA011572
010345

DISH5-0000031681
TX 102-010834



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

October 31, 2006

Via Facsimile: 909-331-2832

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

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

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

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

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

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

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

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

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

Thank you for your attention to this matter.

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

cc: Dana Steele

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

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

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

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

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

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PX0420-004

JA011575
010348

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

Hello

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

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

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

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

Thank you
God Bless
Richard Goodale

PX0420-005

JA011576
010349

Confidential-US v. DISH

DISH5-0000015156
TX 102-010838

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

Thank you for your email to Vendor Inquiries.

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

Thank you,
Lisa Vallejos
DISH Network

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

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

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

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

Do Not Call Report	Search By Phone									
Search 2097424682 Phone Number	Csg Account No	First Name	Last Name	Created Date	Created By	Dnc Member Id				
2097424682	Not a Customer			06/23/2006	DNC_NATIONAL_LIST_UPDATE	138023607				
Do Not Solicit	Dnc List Name	Us State Code	Dnc List Us State Code	Effective Date	Expiration Date	Date Added to DNC Database	Created By			
	INTERNAL DO NOT TELEMARKE			11/16/06 08:53 PM		11/16/06 08:53 PM	CSCWEB; Casey.Uney			
2097424682	LIST			01/01/06 12:00 AM	12/31/06 12:00 AM	06/23/06 11:46 PM	DNC_NATIONAL_LIST_UPDATE			
2097424682	US NATIONAL DO NOT CALL REGISTRY									
Contact Date	Contact System	Contact Type	Media Type	Phone/Email No	Last Name	First Name	Contact Reason Code	Contact Result Code	Acct No	Customer Type

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

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

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

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

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

PX0420-006

JA011577
010350

Confidential-US v. Dish

DISH2-0000024523

TX 102-010839

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

To Whom It May Concern:

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

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

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

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



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

December 11, 2006

Via Facsimile: 909-331-2832

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

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

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

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

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

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

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

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

Thank you for your attention to this matter.

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

cc: Dana Steele

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

Importance: High

Attachments: JSR_L3_12.11.06._foard.doc

Richard,

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

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

Reji J. Musso

Manager – Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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

Richard,

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



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

Please comply as noted in the letter.

Reji J. Musso

PX0420-010

JA011581
010354

Confidential-US v. DISH

DISH5-0000015154
TX 102-010843

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

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PX0420-011

Confidential-US v. DISH

JA011582
010355

DISH5-0000015155
TX 102-010844



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

December 27, 2006

Via Facsimile: 909-331-2832

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

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

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

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

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

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

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

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

Thank you for your attention to this matter.

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

cc: Dana Steele

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

Attachments: JSR_L5_1.17.06._LA AG.doc



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

Richard,

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

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

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PX0420-014

JA011585
010358

Confidential-US v. Dish

DISH2-0000000911

TX 102-010847



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

January 17, 2007

Via Facsimile: 909-331-2832

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

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

Dear Mr. Goodale:

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

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

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

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

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

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

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

Thank you for your attention to this matter.

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

cc: Dana Steele

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

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

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

JSR has researched the aforesaid complaints and found the following:

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

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

JSR further acknowledges that it will indemnify Echostar if needed.

By Richard Goodale
1/22/07

PX0420-017

JA011588
010361

Musso, Reji

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

Contacts: Richard Goodale

Richard,

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

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

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

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EXHIBIT 565

EXHIBIT 565

JA011590
010363

TX 102-010852

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

Importance: High

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

John,

Per your request:

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

Thank you,

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

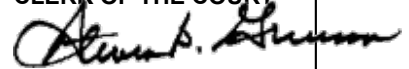
Thank you,

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



JA011591
010364

PX0566-001



1 **APEN**

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6 Las Vegas, Nevada 89134
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9 speak@hollandhart.com
10 bcassity@hollandhart.com

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15 Wilmington, DE 19801
16 Tel: (302) 571-6600
17 Fax: (302) 571-1253

18 *Attorneys for Special Litigation Committee of*
19 *Nominal Defendant DISH Network Corp.*

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 PLUMBERS LOCAL UNION NO. 519 PENSION
23 TRUST FUND and CITY OF STERLING
24 HEIGHTS POLICE AND FIRE RETIREMENT
25 SYSTEM, derivatively on behalf of nominal
26 defendant DISH NETWORK CORP.,

27 Plaintiffs,

28 v.

29 CHARLES W. ERGEN; JAMES DEFRANCO;
30 CANTEY M. ERGEN; STEVEN R.
31 GOODBARN; DAVID MOSKOWITZ; TOM A.
32 ORTOLF; CARL E. VOGEL; GEORGE R.
33 BROKAW; JOSEPH P. CLAYTON; and GARY
34 S. HOWARD,

35 Defendants,

36 DISH NETWORK CORP., a Nevada Corp.,

37 Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**VOLUME 35 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION**

<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
566	10/06/2006	Letter from R. Origer to J. Grider	10365
567	10/10/2006	Email from M. Mills to B. Neylon et al.	10368
568	10/19/2006	Letter from M. Wallace to J. Grider	10385
569	10/22/2006	Email from T. Pyle to R. Musso	10389
570	10/31/2006	Letter from R. Origer to R. Goodale	10391
571	11/02/2006	Retailer Complaint Chart	10394
572	11/06/2006	Email from R. Goodale to R. Musso	10399
573	11/15/2006	Email from B. Corrigan to TCPA@echostar.com	10401
574	12/20/2006	Email from R. Musso to voice@jrsatellite.com	10404
575	12/20/2006	Email from M. Mills to R. Musso	10406
576	12/21/2006	Email from R. Musso to B. Neylon	10411
577	12/21/2006	Email from M. Mills to B. Neylon et al.	10414
578	12/21/2006	Email from R. Musso to B. Neylon	10417
579	01/04/2007	Email from POESupport@echostar	10420

DATED this 28th day of November 2018.

By /s/ Robert J. Cassity
J. Stephen Peek, Esq. (1758)
Robert J. Cassity, Esq. (9779)
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

C. Barr Flinn (*Admitted pro hac vice*)
Emily V. Burton (*Admitted pro hac vice*)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801

*Attorneys for the Special Litigation Committee of
Nominal Defendant DISH Network Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of November 2018, a true and correct copy of the foregoing **VOLUME 35 OF APPENDIX TO THE REPORT OF THE SPECIAL LITIGATION COMMITTEE OF DISH NETWORK CORPORATION** was served by the following method(s):

☐ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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Attorneys for Defendants

By: /s/ Valerie Larsen
An Employee of Holland & Hart, LLP

EXHIBIT 566

EXHIBIT 566



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

October 6, 2006

Via Facsimile: 949-553-1056

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

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Grider:

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

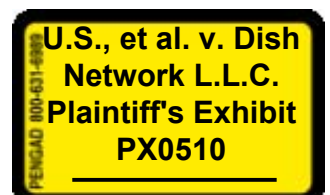
Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders. Immediately, you must add this consumer information to your "Do Not Call" registry.

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

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

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

Page 1 of 2



JA011596
010366

PX0510-001

Confidential-US v. Dish

DISH2-0000000901

Docket 81704 Document 2021-09157
TX 102-010858

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

Thank you for your attention to this matter.

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

cc: Dana Steele

EXHIBIT 567

EXHIBIT 567

From: Mills, Mike <Mike.Mills@echostar.com>
Sent: Tuesday, October 10, 2006 1:09 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>; Carlson, Erik <Erik.Carlson@echostar.com>
Subject: RE: Affiliate Calls
Attach: Affiliate List_Master.xls; Friends and Family.msg; Affiliate Agreement.msg

Attached is the affiliate/call center information I've received.

Still missing the following:

- Sterling – call center locations and affiliates
- NPS – Affiliates (they do not use 3rd party call centers)
- VMC – Affiliates

I have also attached the affiliate agreement that AllSat provided – they also have a Friends and Family program for people who refer less than 5 per year.

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

From: Mills, Mike
Sent: Wednesday, October 04, 2006 5:55 PM
To: Neylon, Brian; Carlson, Erik
Subject: FW: Affiliate Calls

Update.

Top 11 have been contacted – VMC is 12 and I'll follow up with them in the morning.

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

From: Mills, Mike
Sent: Tuesday, October 03, 2006 5:52 PM
To: Neylon, Brian; Carlson, Erik
Subject: Affiliate Calls

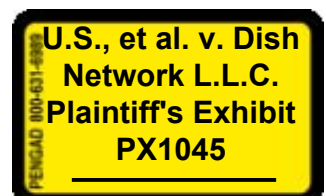
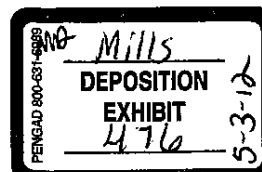
Status on calls:

- Guru – Neylon

Confidential - U.S. v. DISH

DISH5-0000111962

PX1045-001



JA011599
010369

TX 102-010861

- Defender – Left message with Dave
- American Satellite – talked to Tim Pile – Owner. He currently uses a call center for overflow only. All the center does is take inbound calls, greet the customer, get the customer's information (name, address, phone) and they enter it in to a web portal and someone from American Satellite calls the customer back. I have the call center information
- DISH Pronto – Talked to Mike – He is putting the information together for us. Affiliates are 30% of their business – I have their affiliate information.
- GoDISH – Neylon
- E*Management – Talked to Elliot late this afternoon – he is compiling the information
- AllSat – Talked to Ben Solberg – He is putting the information together for us. Affiliates are 20% of their business.
- I-DISH – Talked to Alan Earl – He is putting the information together for us. Affiliates are 40-50% of their business
- Atlas Assets – Left a message with Brian Colin – Owner – will follow up with him in the morning
- NPS – Talked to Jon Pardieck – He is putting together the affiliate information. They take 100% of calls in house – no 3rd party call centers. The affiliate business is about 100 activations per month – 3% of their business.
- Sterling – Talked to Jeff Hughes – he is putting together the information.
- VMC – Left message with Zee – will follow up in the morning.

Overall feedback has been positive – nobody had any problems providing the information.

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

Confidential - U.S. v. DISH

DISH5-0000111963

PX1045-002

JA011600
010370

TX 102-010862

Affiliate List_Master.xls

UNSUPPORTED OR EXCLUDED FILE TYPE

From: Ben Solberg / AllSat <solberg@allsat.com>
Sent: Thursday, October 5, 2006 9:32 PM
To: Mills, Mike <Mike.Mills@echostar.com>
Subject: Friends and Family
Attach: image001.jpg

Mike,

We also allow customers to refer others for a referral fee. We only allow them to sell up to 5 per calendar year. Here is a screen shot of our friends and family sign up page...

ALLSat Affiliate Network [Sign Up Today] - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites Home

http://affiliates.allsat.com/joinnow.php

Alexa Search Links 95,183 Favorites Home

Affiliate Network

Home Login Sign-up Learn More

Sign Up Today

ALLSat Affiliate Application

First Name:

Last Name:

Company (if applicable):

Checks Payable To:

Email:

Phone:

Alt Phone:

Address:

City:

State:

Zip:

Country:

Choose a Password:

Your Website (optional):

Are you going to run this affiliate program as a business,
or only refer friends and family?

☒ Refer friends and family

Friends & family affiliates are limited to a maximum
of 5 referrals; If you plan on referring more than 5
people, you must select "Run as a business" above.

Done Internet

From: Ben Solberg / AllSat <solberg@allsat.com>
Sent: Thursday, October 5, 2006 9:28 PM
To: Mills, Mike <Mike.Mills@echostar.com>
Subject: Affiliate Agreement
Attach: Affiliate Agreement.doc

Mike,
Attached to this email is a copy of our affiliate agreement which you requested.
Sincerely,
Ben
AllSat

AFFILIATE AGREEMENT

This **Affiliate Agreement** ("Agreement") is made and entered into as of the ____ day of _____, 20____, by and between ALLSAT, INC., a Missouri corporation, ("ALLSAT") whose address is 3040 W. Republic Rd., Ste. A, Springfield, MO, 65807 and _____ (hereinafter "Affiliate", "you", "your") which has an address of _____ with regard to the following facts:

- A. ALLSAT is in the business of marketing and selling satellite TV services and products, which ALLSAT may limit, revise or expand from time to time (collectively, the "ALLSAT Products").
- B. Affiliate has certain expertise and resources that would be beneficial to ALLSAT in the marketing and selling of the ALLSAT Products.
- C. The parties wish to enter into a mutually beneficial business relationship wherein the Affiliate will use its expertise and resources to market ALLSAT Products.

In consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties, intending to be legally bound, agree as follows:

1. **Affiliate Services.** In exchange for the compensation detailed herein, the Affiliate shall for the Term (as hereinafter defined) be a sales partner of ALLSAT and shall, at its own cost and expense, market and sell ALLSAT Products. Subject to the terms and conditions of this Agreement, such marketing may include telephone solicitation, newsletters, direct mail, promotional advertising and Internet advertising, including banner ads, search engine marketing and confirmed opt-in e-mail marketing.

2. **Compensation.**

a. **Commission Scale.** In exchange for the services provided by the Affiliate, ALLSAT agrees to pay to the Affiliate the following commissions per confirmed Primary Activations (as hereinafter defined) per calendar month as determined to be active and paid within that period by EchoStar Satellite, LLC, doing business as DISH Network, to ALLSAT.

<u>Primary Activations</u>	<u>Commission Per Activation</u>
1-49	\$125.00
50-99	\$135.00
100-199	\$140.00
200+	\$145.00

b. **Other Commission Sales.** Primary Activations are defined as orders placed with a qualifying programming package (currently America's TOP 60, DishLATINO, DishHD Bronze, or higher) with a programming commitment (DISH Network's current commitment promotion is called DHA18). If a primary activation takes place without a programming commitment, that sale will earn \$20 less in commissions. Orders activated under Formers, Club DISH, or Free-For-All promotions, or orders activated with the DishFAMILY programming package, will earn you \$50 in commission.

c. **Chargebacks.** Commissions may be chargedback if customer does not remain active for 30 consecutive days. Affiliate commissions can be chargedback up to 180 days if the customer deactivates due to misrepresent, expressly or by implication, of the ALLSAT Products by the Affiliate. If the customer makes a misrepresent complaint it is up to the Affiliate to produce a recording to prove

otherwise or the customer may be allowed to deactivate and the Affiliate will be chargedback for up to 180 days from the date the customer activated.

d. **Payment of Commission.** ALLSAT pays its affiliates twice a month, yet the tiers are set on a calendar month, so the first weeks of the month will pay at the minimum commission level, then at the end of the month when ALLSAT knows what the total was for the month, ALLSAT will add the "bonus" money to the check for the last 2 weeks of the month. For example, the commission for over 100 confirmed activations is \$140, but \$125 if less. So, the commission level is set at \$125. If you had approved sales from October 1st through 15th they will pay on November 1st at the \$125 level. Then the October 16th through 31st sales will pay on November 15th. On November 15th ALLSAT will look at the TOTAL number of sales for the month of October, and if they were over 100, ALLSAT will back pay you a "bonus", the \$15 difference, on all October sales. The Affiliate will be responsible for the payment of any chargebacks or fees associated with a returned order, or stop-payments on a check. Such amounts will be subtracted from the following commission payment or if no commission payment is due to the Affiliate, ALLSAT will invoice the Affiliate for such amounts and the Affiliate agrees that it shall promptly pay any such amounts due to ALLSAT. ALLSAT will not expedite the transmittal of any commission payments.

e. **Payment of Final Commissions.** Notwithstanding the foregoing, commissions will be charged back against later commissions if customer does not remain active for 30 consecutive days. Upon the termination of this Agreement, ALLSAT may withhold the final month's commission payment until such time as it determines that there are no charge backs. In the event your chargeback's exceed your activation commissions you will have an obligation to pay ALLSAT the amount owed or ALLSAT shall have the right to report the matter to national credit reporting agencies and may pursue any other legal remedy. You further agree to pay any 3rd party collection costs.

f. **Self-Referrals.** No commissions will be paid for self-referrals (as hereinafter defined).

g. **Modifications to ALLSAT Products.** ALLSAT reserves the right at any time to limit, revise or expand its products and services offered and the prices charged thereof.

h. **Modification of Commissions.** ALLSAT reserves to the right to at any time modify its referral or commission fees, fee schedules, payment procedures or marketing guidelines. Such modifications shall be effective upon notice from ALLSAT being sent to the Affiliate. The Affiliate agrees that after such notice is sent; such modifications shall be binding upon the Affiliate.

3. **Marketing Guidelines.** In the event the Affiliate markets or sells ALLSAT Products via telephone solicitation, the Internet, or otherwise, the following provisions shall apply to such activities.

a. All sales of ALLSAT Products via telephone shall be made with the use of scripts approved in advance by ALLSAT in writing. In addition, ALLSAT may from time to time, prepare and provide to the Affiliate suggested telephone marketing scripts and the Affiliate agrees that it shall integrate such suggested scripts into the sales operations for ALLSAT Products. ALLSAT shall have the right to inspect upon reasonable notice any script or other promotional material used in the sales or marketing of ALLSAT Products.

b. Any use by the Affiliate of third party call centers to solicit sales or sales leads for ALLSAT Products is strictly prohibited. The Affiliate can only use call centers that they own and/or operate for the generation of sales and sales leads via telephone for ALLSAT Products.

c. Any use by the Affiliate of the ALLSAT trademark, trade name, service mark or logo must be pre-approved in writing by ALLSAT.

d. Affiliate is not agents or employees of DISH Network and should not represent that they are agents or employees of DISH Network at any time or for any reason, including without limitation in

connection with telemarketing activities. For example, a statement by a sales representative that they are calling "on behalf of DISH Network" constitutes a breach of this Agreement.

e. Affiliate cannot market via unsolicited commercial e-mail (spam), instant messaging, spoofing, spyware/adware or the national do not call list. Spoofing is when a solicitation or advertisement appears to have originated from one source when it actually was sent from another source. Any lead generation tactics must properly identify who you are and cannot identify that you are DISH Network. If a customer wants to know where you are located you can give either your address or you can say that you are located in Springfield, Missouri (ALLSAT's headquarters).

f. Affiliate shall retain the capability to record all sales calls to and from potential customers under this agreement and store them for a period of six (6) months. All records must contain the entire call as partial recordings will not be accepted. Affiliate shall produce the recording of any sales call or completed sale within two (2) business days of ALLSAT's request.

g. Prior to providing the services detailed herein, Affiliate must provide ALLSAT with phone number that will show on caller ID when doing outbound calling. That number is:

() _____

Prior to providing the services detailed herein, Affiliate must provide ALLSAT with an active phone number which is to be given to customers at the end of every sale in case the customer wants to follow back up with a phone call to your call center. That number is:

() _____

h. Affiliate should also own a URL (IP Pointed Mirrored Website) in order to provide a website for customers to reference should a customer request to see programming or access redemption/rebate/gift forms. If Affiliate does not own a URL then you must refer customers to our website URL, (i.e. refer customer to allsat.com/gift for gift redemption form). Affiliate must also list either your URL or our URL in all print advertising to refer the customer to for complete offer terms and conditions (i.e. "Visit dishterms.com for complete Terms and Conditions"). ALLSAT will help you set the URL up so that it is an IP Pointed Mirrored Website of AllSat.com. If you have your own URL for the above mentioned uses, that URL is:

www. _____

i. All reps shall be properly trained on scheduling customers in the ALLSAT OE Portal as well as advanced training on ALLSAT Products/DISH Network promotions and equipment. All promotional details must be disclosed to the customer. All sales reps shall be well trained to answer questions about ALLSAT Products/DISH Network promotions and packages knowledgeably. Sales reps that cannot fluently answer customer's questions in a consistent and accurate manner should be removed from taking sales calls until additional training can be done with them.

j. Affiliate agrees that all their employees will sign and abide by the terms put forth in the Sales Representative Agreement provided as Attachment A hereto. A call center supervisor or manager must set up the names of the call center representative who will be taking calls for ALLSAT at www.allsat.com/oetool, but not until the rep has signed the agreement. At that time, the representative must agree to the Sales Representative Agreement Form electronically before being allowed to take calls for ALLSAT.

k. Affiliate agrees it shall not solicit or communicate with any prospective purchaser in any state, county, jurisdiction, municipality, city, town or village which ALLSAT may identify from time to time. Any such list or compilation prepared by ALLSAT shall be provided to the Affiliate electronically and shall

be effective upon receipt by the Affiliate. In addition, the Affiliate agrees it shall not call on any consumer lead provided by ALLSAT for more than two (2) weeks. Any consumer leads provided by any third-party shall be forwarded to ALLSAT for processing to ensure compliance with no call list restrictions before any such third-party lead is used to sell or market ALLSAT Products.

l. Affiliate agrees it shall within one business day of receipt forward to ALLSAT any complaints, letters, demands, or other form of communication received from any consumer solicited by Affiliate. Affiliate shall also promptly forward to ALLSAT any complaints, letters, demands, or other form of communication received from any governmental agency in regard to the activities contemplated hereunder. Affiliate shall be liable for any representations that ALLSAT has not specifically authorized in writing.

m. Affiliate agrees that it shall not use "puffing" or non-verifiable descriptors when describing the ALLSAT Products or otherwise misrepresenting the value of the ALLSAT Product. The Affiliate agrees that it shall not:

(i) fail to disclose in a clear and conspicuous manner, before a customer pays, the total cost of any ALLSAT Product;

(ii) misrepresent, expressly or by implication, the ALLSAT Product or the price of any ALLSAT Product;

(iii) misrepresent, expressly or by implication, any policy or practice relating to whether persons can cancel, rescind, exchange, or return purchases or receive refunds or credits of monies paid;

(iv) misrepresent, expressly or by implication, that the ALLSAT Product cannot be purchased at some later time or may not otherwise be available after the initial contact or that callbacks by the prospective purchaser are not accepted when, in fact, such restrictions or limitations do not exist;

(v) misrepresent, expressly or by implication, the conditions under which the purchaser may obtain a reservation for the use of offered accommodations or facilities; or

(vi) represent, directly or by implication any affiliation with, or endorsement by, any governmental, charitable, educational, medical, religious, fraternal, or civic organization or body.

n. Affiliate agrees that it shall not use automated messaging or recordings to communicate with a customer, provided, however, the Affiliate may use power dialers or other calling automation hardware and software so long as the customer or prospective customer is immediately connected to a sales representative.

o. Affiliate agrees that it shall not promote any ALLSAT Products on any Internet web-site or other publication that: (1) are x-rated or promotes sexually explicit materials; (2) promotes violence and discord; (3) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (4) promotes illegal or questionable activities; or (5) violates intellectual property rights.

p. Affiliate agrees that it will not seek and it will not receive commissions for any order for the personal use of the Affiliate, its owners, members, officers, directors, shareholders, employees, agents or others whose relationship is judged by ALLSAT to constitute a self-referral (collectively referred to herein as a "self-referral").

4. Term and Termination.

a. **Term.** This Agreement shall be in effect as of the date of this agreement and shall

continue for a period of twelve (12) months. Thereafter, unless terminated in accordance with this Agreement, this Agreement shall automatically renew for consecutive twelve month periods on the same terms and conditions contained herein. The initial twelve month period and each such twelve-month period thereafter are referred to herein as the "Term".

b. Termination.

i. **For Cause.** ALLSAT may terminate this Agreement immediately for cause by providing to the Affiliate written notice of the termination. As used herein, cause shall mean any breach of this Agreement by the Affiliate, including without limitation, the breach by the Affiliate of any of the Marketing Guidelines contained herein or the breach of any Affiliate representation or warranty. In the event this Agreement is terminated for cause, the Affiliate agrees that it shall forfeit as liquidated damages any outstanding commissions due to the Affiliate from ALLSAT.

ii. **Without Cause.** ALLSAT may terminate this Agreement by providing to the Affiliate written notice of its intent to terminate, provided at least thirty (30) days prior to the effective date of the termination.

5. Affiliate Representations and Warranties. As a material inducement to ALLSAT to enter into this Agreement, and with the intent that ALLSAT rely upon them, the Affiliate hereby represents and warrants to ALLSAT:

a. **Authority.** The Affiliate is duly organized and existing under the laws of the state of its formation and it has full authority to enter into this Agreement and the execution, delivery and performance of this Agreement does not violate any other agreement of the Affiliate.

b. **Compliance with Laws.** The Affiliate agrees that at all times the services provided hereunder and the actions take by the Affiliate, its officers, directors, shareholders, owners, agents and employees pursuant to this Agreement shall be in compliance with all applicable local, state, federal and international laws and regulations.

c. **Representations Regarding Past Compliance with Laws.** The Affiliate, its officers, directors, shareholder, agents or employees have never (i) been convicted of a felony or misdemeanor involving an alleged violation of any federal or state telemarketing or telephone solicitation statute, or fraud, theft, embezzlement, fraudulent conversion or misappropriation of property (for such purposes, a plea of nolo contendere is a conviction); (ii) had entered against it, him or her a final judgment or order in a civil or administrative action, including but not limited to a stipulated judgment or order, if the complaint or petition in the civil or administrative action alleged acts constituting a violation of any federal or state telemarketing or telephone solicitation statute, fraud, theft, embezzlement, fraudulent conversion or misappropriation of property, the use of untrue or misleading representations in an attempt to sell or dispose of real or personal property, or the use of unfair, unlawful or deceptive business practices; (iii) been subject to any currently effective injunction or restrictive court order relating to business activity as a result of an action brought by a federal, state, or local agency or unit thereof, including but not limited to, an action affecting any vocational license; (iv) at any time during the previous seven (7) years filed in bankruptcy, been adjudged bankrupt, been reorganized due to insolvency, or been a principal director, trustee, general or limited partner or had management responsibilities of any other venture or business entity, corporation, partnership, or joint venture that has so filed or is so adjudicated or reorganized during or within one (1) year after the period that the person held that position.

e. **No Direct Affiliation.** The Affiliate, its owners, directors, officers, shareholders, members, employees and agents are not ALLSAT employees nor are they relatives or friends of such employees.

d. **No Misrepresentations.** The Affiliate shall not make any material omission or

misrepresentation regarding its affiliation with ALLSAT, DISH Network or the ALLSAT Products. In addition, prior to marketing or selling any ALLSAT Products, all sales representative of the Affiliate shall sign an agreement with the Affiliate in substance identical to the sample letter agreement identified hereto as Attachment A, and thereafter, any new sales representative shall sign such an agreement prior to marketing or selling any ALLSAT Product. The Affiliate agrees that it shall immediately terminate from its employment any sales representative violating the provisions of any such letter agreement and shall not rehire such person until the termination of this Agreement.

6. **Disclaimer.** ALLSAT makes no express or implied warranty or representation with respect to the affiliate's potential to earn income hereunder. In addition, ALLSAT makes no representation that the operation of its web-site will be uninterrupted or error free and the Affiliate agrees that ALLSAT shall not be liable for any damages or consequences resulting directly or indirectly from such interruptions or errors. Without limiting the foregoing, ALLSAT's aggregate liability arising with respect to this Agreement will not exceed the total fees then payable to the Affiliate under this Agreement.

7. **Confidentiality, Nondisclosure, Exclusivity, and Non-Solicitation.**

a. **Confidential Information.** To facilitate the provision of services and the payment of compensation hereunder, the parties may from time to time exchange information of a confidential or proprietary nature. During the Term and thereafter, the parties agree that any Confidential Information (as hereinafter defined) shall remain the exclusive property of the party providing such information and each agree that they shall not disclose to any third party any such Confidential Information in any form or medium without the prior written consent of the other party. As used herein, Confidential Information shall mean product specifications, data, sales data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, ideas, past, current, and planned research, development, customer lists, vendor lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, discoveries, concepts, ideas, designs, methods and information), and any other information of a confidential or proprietary nature, however documented.

b. **Authorized Disclosures.** Notwithstanding the foregoing, the above restriction shall not apply to: (i) disclosure to any agent or employee who agrees in writing to be bound by the terms of this Agreement; (ii) disclosure to any regulatory or investigating governmental agency or office, provided, however, the disclosing party shall as soon as possible provide to the owner of the Confidential Information notice of such compelled disclosure; (iii) disclosure of Confidential Information that is legally in the public domain or becomes available to the receiving party on a non-confidential basis from an independent third party who has legally obtained the information.

c. **Sales Data.** The Affiliate hereby agrees that any sales data generated as a result of this Agreement, including, without limitation, the names of any purchasers are the exclusive property of ALLSAT. Further, the customer who purchases an ALLSAT Product shall be deemed an ALLSAT customer. The AFFILIATE shall not (i) use, sell or otherwise transfer such sales data in any manner or for any purpose other than as expressly provided for herein or (ii) solicit or attempt to solicit any purchaser for the purchase of any goods and services other than expressly provided for herein.

c. **Return of Confidential Information.** Upon the termination of this Agreement or upon the written request of the other party, each party shall return any Confidential Information in its possession and a corporate officer of the returning party shall certify in writing that all originals, copies, duplicates or derivative information obtained from the Confidential Information have been returned.

d. **Non-Solicitation.** The Affiliate agrees that during the Term and for a period of Two (2) years thereafter, it shall not, either directly or indirectly, on its own behalf or on behalf of others, solicit,

divert, or hire away, or attempt to solicit, divert or hire away, to its own business or any other business in competition with AllSat any person retained by AllSat, now or in the future as a full-time employee, as a part-time employee, or as an independent contractor.

e. **Exclusivity.** The Affiliate agrees that for the Term, the Affiliate will not market or sell products that duplicate or directly compete with the ALLSAT Products.

8. **Intellectual Property.** The parties agree that any intellectual property, including without limitation, any trademark, tradename, service mark, service name, logo, computer code or software, shall remain the exclusive property of the party owning such intellectual property at the time of execution of this Agreement. In addition, the parties agree that unless otherwise provided herein, it shall not use the intellectual property of the other without the prior written consent of the party owning the intellectual property. Any use of such intellectual property without the prior written consent of the party owning the intellectual property shall be a material breach of this Agreement.

9. **Indemnification.** The Affiliate agrees to indemnify and hold harmless ALLSAT, its officers, directors, shareholders, agents, employees and assigns from and against any damage, loss, causes of action, cost, claim, fine, expense, fee (including reasonable attorneys fees) in any way directly or indirectly arising by reason of (i) the Affiliate's breach of this Agreement; (ii) the Affiliate's breach of any representation or warranty in this Agreement; or (iii) the Affiliate's operation of its business.

10. **Miscellaneous Provisions.**

a. **Counterparts.** This Agreement may be executed by the parties in counterparts which, taken together, are deemed one and the same instrument which may not be altered or amended except in the manner provided herein.

b. **Attorney's Fees.** In the event any party is required to bring any action at law or in equity against any other party to enforce any of the terms hereof, the losing party hereby agrees to pay to the prevailing party all costs, fees and expenses including reasonable attorney's fees.

c. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, excluding its conflict of laws provisions. Any dispute under or in connection with this Agreement or any of the transaction contemplated herein shall be subject to, and the parties hereby submit to, the exclusive jurisdiction of and the personal jurisdiction within the state courts within Greene County, Missouri.

d. **Headings.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

e. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with regard to the matters set forth herein; all prior representations, oral or written, and all prior agreements, oral or written, having been merged into this Agreement. No modification or amendment to this Agreement shall be binding on the parties unless it is in writing and signed by the person sought to be charged.

f. **Injunction.** The parties acknowledge and agree that damages would be difficult if not impossible to calculate in the event any nondisclosure, exclusivity or non-solicitation provision herein were breached. Therefore, in the event of a breach or threatened breach of any such provision, the non-breaching party shall be entitled to injunctive relief without the necessity of bond. Should a court of competent jurisdiction determine that bond is necessary; the parties agree that a bond of \$500.00 shall be sufficient to protect their interests.

g. **Presumption.** This Agreement or any portion hereof shall not be construed against the drafting party by reason of that party having drafted the Agreement or portion hereof.

h. **Severability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant. The parties agree that in such event, the offending clause will be replaced with a provision or provisions having the same economic effect.

i. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors agents, employees and assigns. This Agreement may be assigned by ALLSAT, but because of the unique nature of the resources and expertise of the Affiliate, the Affiliate may not assign this Agreement in part or in whole without the prior written consent of ALLSAT, which may be withheld for any reason. Any attempted or purported assignment shall be void ab initio and shall not be given effect by the non-assigning party.

j. **Time is of the Essence.** In all matters contained in this Agreement, time is of the essence.

k. **Waiver.** The failure in one or more instances of a party to insist upon performance of any of the terms, conditions and covenants set forth in this Agreement, or the failure of a party to exercise any right or privilege conferred by this Agreement, shall not be construed thereafter as waiving their right to insist upon the performance of such terms, conditions and covenants or the right to exercise such rights and privileges, which rights shall continue and remain in full force and effect as if no forbearance had occurred.

l. **Independent Contractor Agreement.** The parties acknowledge and agree that this Agreement does not create a partnership, joint venture or other form of business association between the parties. The Affiliate is an independent contractor within the meaning given that term by federal and state law, and except as otherwise provided herein, neither party may bind the other by its actions or writings.

m. **No Third Party Beneficiaries.** This Agreement shall not be deemed to create any intended third-party beneficiary. The parties hereto are the only parties that may enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have, by their authorized agent, executed this Affiliate Agreement the day and year first above written.

ALLSAT, INC.

AFFILIATE

Name of Company

By: _____
Benjamin Solberg, President

Signature: _____

Name: _____

Its: _____

Affiliate ID: MY""

OE Login: ASAT""

**Attachment A to
Affiliate Agreement**

Affiliate Company Information Here

Today's Date Here

Employee's Name Here
Employee's Address Here

Dear (Employee's Name Here):

SALES REP AGREEMENT:

The misrepresentation of the terms and conditions of DISH Network or AllSat Promotional Programs to customers and/or the failure to disclose material terms and conditions of Promotional Programs to customers may be deemed, at our sole discretion, to be fraud under your employee agreement and may result in immediate termination.

This includes, but is not limited to, falsification or alteration of Subscriber Account information; Activating "duplicate accounts" (e.g., misrepresenting an individual who previously received any audio, video, data, or other programming services from DISH Network or any Affiliate of DISH Network as a Qualifying Residential Subscriber).

ACCEPTANCE BY EMPLOYEE:

My signature below affirms that I have accepted and agree to be bound by the terms of this letter agreement.

(Signature) _____

(Printed Name) _____

(Date) _____, 2006

(Key Code) _____

EXHIBIT 568

EXHIBIT 568

JA011615
010385

TX 102-010877

TO: JERRY GRIDER
JSR ENTERPRISES
PHONE: 949-553-1056
FAX: 949-553-1049

CC: DANA STEELE (DIRECTOR AND SENIOR CORPORATE COUNSEL)
ECHOSTAR SATELLITE LLC

PHONE: 303-723-1621
FAX: 303-723-2571

FROM: MELISSA WALLACE
PHONE ONLY: 801-619-0208
DATE: OCTOBER 19, 2006
REGARDING: TELEMARKETING CALLS RECEIVED

Mr. Grider we received two telemarketing calls from your organization on 10/3/06. These calls violated both State and Federal Telemarketing laws. We are seeking the compensation allowed under these laws. Please allow us to explain what occurred:

CALL TO 801-619-0208

- Caller ID said "Direct Dish, 972-385-0433, 10/3, 4:31pm"
- Call Tape Recorded in Compliance with Utah Law
- Call contained the following pre-recorded message:

"Home ownership has its privileges. You've been selected to receive a 4 room satellite television system worth over twelve hundred dollars absolutely free. You'll get free professional installation and a free DVR to enjoy your free satellite system as soon as tomorrow. Press 1 to find out more or press 3 to be removed."

We were connected to a representative that answered the phone as "JSR, are you interested in a free satellite system with Dish Network?" We questioned the phone number appearing on our Caller ID. The representative told us that he was with Dish Network in California. The representative then attempted to sell us Echostar/Dish Network products and services. We asked the representative for a phone number and address for his organization. He gave us 800-813-4137 and eventually gave us an address of PO Box 12, Irvine CA 92705. The representative also gave us the web address of www.dishnetwork.com. We asked the representative if his organizations has a Do Not Call List. The representative disconnected the call.

CALL TO 801-619-4826

- Caller ID said "Direct Dish, 972-385-0433, 10/3, 4:31pm"
- Call Tape Recorded in Compliance with Utah Law
- Call contained the following pre-recorded message:

Page 1 of 3

PX0247-001

Confidential-US v. Dish



JA011616
010386

DISH2-0000036094

TX 102-010878

"Home ownership has its privileges. You've been selected to receive a 4 room satellite television system worth over twelve hundred dollars absolutely free. You'll get free professional installation and a free DVR to enjoy your free satellite system as soon as tomorrow. Press 1 to find out more or press 3 to be removed."

We disconnected the call to 801-619-4826 after the pre-recorded message so that we could finish the call on 801-619-0208.

The next day we notified Dana Steele at Echostar of these calls and the call details. Ms. Steele provided us with your companies full name (JSR Enterprises) as well as your contact information.

The following violations of law have occurred:

CALL TO 801-619-0208

Utah Violations

-Use of an Auto Dialer to deliver a pre-recorded message
Utah Telephone and Facsimile Act 13-25a-103 Section 2a-b - Penalty is \$500.00 per call

-Failure to Register with the state of Utah as a Telemarketer
Utah Telephone Fraud Prevention Act 13-26-3. - Penalty is \$2500.00 per 13-26-8-2

Federal Violations under the Telephone Consumer Protection Act

-Use of a pre-recorded message
US Code Title 47 Section 227 - Penalty is \$500.00 per call

-Failure to identify the legal name of the company calling during the call
US Code Title 47 Section 64.1200 section 4(d)(1-2), 64.1200e2iv and the 2003 update of 64.1200 section 7(b)(1-2) - Penalty is \$500.00 per call

-Failure to honor our 8/15/02 Do Not Call Request with Dish Network
US Code Title 47 Section 227 Subsection 5 - Penalty is \$500.00 per call

-Treble Damages for all Federal Violations for willfully and knowingly
US Code Title 47 Section 227 Subsection 5

TOTAL VIOLATIONS FOR CALL TO 801-619-0208 = \$7500.00

CALL TO 801-619-4826

Utah Violations

-Use of an Auto Dialer to deliver a pre-recorded message
Utah Telephone and Facsimile Act 13-25a-103 Section 2a-b - Penalty is \$500.00 per call

Page 2 of 3

PX0247-002

Confidential-US v. Dish

JA011617
010387

DISH2-0000036095

TX 102-010879

-Failure to Register with the state of Utah as a Telemarketer
Utah Telephone Fraud Prevention Act 13-26-3. - Penalty is \$2500.00 per 13-26-8-2

Federal Violations under the Telephone Consumer Protection Act

-Use of a pre-recorded message
US Code Title 47 Section 227 - Penalty is \$500.00 per call

-Failure to identify the legal name of the company calling during the call
US Code Title 47 Section 64.1200 section 4(d)(1-2), 64.1200e2iv and the 2003 update of
64.1200 section 7(b)(1-2) - Penalty is \$500.00 per call

-Failure to honor our 8/15/02 Do Not Call Request with Dish Network
US Code Title 47 Section 227 Subsection 5 - Penalty is \$500.00 per call

-Treble Damages for all Federal Violations for willfully and knowingly
US Code Title 47 Section 227 Subsection 5

TOTAL VIOLATIONS FOR CALL TO 801-619-4826 = \$7500.00

We are happy to play you the recordings of the calls if you would like.

Please note that we are seeking the violation of failure to honor our 8/15/02 do not call request with Echostar/Dish in accordance with US Code Title 47 64.1200e2v. This statute states that it is reasonable for us to expect that our do not call request will apply to you simply because of the product being sold.

Please note that we are seeking treble damages for willful and knowingly on all Federal violations because it is a well known fact that pre-recorded calls are a violation of the law and have been a violation of the law for the past 15 years.

Our calculations indicate that the two phone calls contain \$15,000.00 in violations under State and Federal law. We are prepared to sue both Echostar and JSR Enterprises for these violations. We would be willing to settle these matters right now for \$3500.00 per call/\$7000.00 total. If you are interested in settling these matters please let us know by Thursday November 9, 2006. If we do not hear from you we will proceed with litigation. Please know that the cost of settlement will increase once we file suit.

We look forward to hearing from you

Melissa Wallace

Page 3 of 3

EXHIBIT 569

EXHIBIT 569

Musso, Reji

From: Tim Pyle [tpyle@amsat.us]
Sent: Sunday, October 22, 2006 4:57 PM
To: Musso, Reji
Subject: Re: Revised QA-OE form

Thanks Reji..I have already notified my partners, Todd Diroberto and Jim Maguire of the necessary changes to our Reps sales scripts and our Customer service reps verification scripts to reflect your current requirements for full Dish service disclosures and identification of our company and contact phone..

Tim Pyle

"*Musso, Reji*" <Reji.Musso@echostar.com> wrote:

As we began reviewing calls and conducting reviews with the OE Partners, we discovered that the original QA form was not always synonymous with the OE Tool and the Terms and Conditions.

We have revised the form to more closely resemble what your sales agents are sharing with the customers/consumers.

The notable addition is that we will be listening to insure that you are identifying your company name and your telephone number for the customer to call back if they have any questions or concerns PRIOR to installation.

Attached, please find a copy of the old form with highlights describing the changes and the new form that will be used for call assessments going forward.

Please let me know if you have any additional questions or concerns.

Thanks for your cooperation,

<<oe formV7-10.23.06.xls>> <<oe formV6_highlights.xls>>

Reji J. Musso

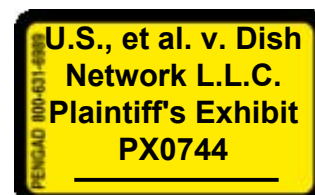
Manager - Retail Services
 303.723.3262 (tel)
 reji.musso@echostar.com

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

10/23/2006

PX0744-001

Confidential- U.S. v. DISH



JA011620
010390

DISH-Paper-025141
TX 102-010882

EXHIBIT 570

EXHIBIT 570

JA011621
010391

TX 102-010883



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

October 31, 2006

Via Facsimile: 909-331-2832

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

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Goodale:

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

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

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

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

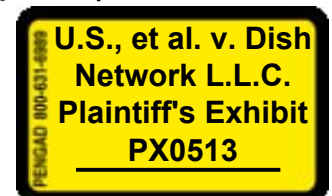
EchoStar Satellite L.L.C.
Retail Services – Reji Musso
9601 S. Meridian
Englewood, CO 80112

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

Page 1 of 2

Confidential-US v. Dish

PX0513-001



010392
DISH2-0000000903

TX 102-010884

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

Thank you for your attention to this matter.

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

cc: Dana Steele

EXHIBIT 571

EXHIBIT 571

JA011624
010394

TX 102-010886

Dealer Name	Complainant's Name	Date Complaint Submitted	Nature of Complaint	How Retailer Identified	Complaint Disposition (Violation)	COMMENTS
Allegro Discount Advertising	William Cohen	10/26/2006	Pre-recorded calls	Sting	Status Not Determined	Initial verbal discussion with owner of Allegro indicates that this complaint is erroneous. Consumer has indicated that he has a "tape" - Allegro has asked that he produce.
Allsat Inc	Melissa Wallace	8/4/2006		Sting		AllSat settled with her.
Allsat Inc	Aaron Hakeem			Sting		
Allsat Inc	Fred Wall	10/11/2006	"Alleged calls from Dish Network"	Consumer provided	Status Not Determined	Retailer was notified on 10/31/06 - working on responses.
Allsat Inc	Michael Huber	10/26/2006		Caller id	Status Not Determined	Still researching-no record of o/b call. Consumer provided tel# which RS searched through Google and it directed us to a web site for AllSat.
Allsat Inc	Ronnie Martin	7/25/2006	Unsolicited calls	Caller id	Status Not Determined	Response was insufficient - working on details of allegation.
Allsat Inc	Mr. Brian	8/24/2006	Unsolicited calls Requested to be on internal DNC	Consumer provided	No Violation	Consumer attempted to set up a sale himself to determine who was calling him all the time. Asked who the co was and the consumer identified AllSat. No work order to confirm. AllSat has no record of call.
Allsat Inc	NA	7/25/2006	Obscene Phone Calls	Consumer provided	Status Not Determined	Response was insufficient - working on details of allegation.
Allsat Inc	Narashimha Acharya	9/20/2006	Unwelcome calls	Consumer provided	Status Not Determined	MyDishGlobal (which at the time led us to Allsat. That relationship was terminated on August 3,2006. Global Wizards LLC should be notified about this allegation.
Allsat Inc	not listed	8/7/2006	Not provided	Consumer provided	Status Not Determined	Response was insufficient - working on details of allegation.
Allsat Inc	Ruth Khan	9/5/2006	Obscene Phone Calls	Consumer Provided	Status Not Determined	Response was insufficient - working on details of allegation.
Allsat Inc	Nikhil Goyal	9/22/2006	Not provided	Consumer Provided	Status Not Determined	Retailer was notified on 10/31/06 - working on responses.
Allsat Inc	Patricia Hussion	10/4/2006	Unwelcome calls	Consumer Provided	No Violation	Relationship unconfirmed - AllSat has no record of call.
Allsat Inc	Rejat Jain	10/25/2006	Frequent/Persistent Calls	Consumer provided	Status Not Determined	No longer has relationship w/ My Dish Global - requested info on termination of relationship AND any possible involvement with Jain; however, this call was linked to All Sat through the misrepresented relationship with My Dish Global.
Allsat Inc	Yousuf Raza	9/18/2006	Frequent/Persistent Calls	Consumer provided	Status Not Determined	Response was insufficient - working on details of allegation.
American Satellite	Michael Brawner	10/13/2006	Unwelcome calls	Sting	Status Not Determined	Retailer was notified on 10/31/06 - working on responses.
American Satellite	Robert Parker	9/20/2006	Frequent/Persistent Calls	Sting	Status Not Determined	V&T Marketing (lead gen), 5125 Convoy St., Suite 304, San Diego, CA 92111/Dana had conversation with marketing company. American termed the relationship with them. No clear indication of any wrongdoing.
Atlas Assets	Anonymous	10/3/2006	Frequent/Persistent calls	Sting	Status Not Determined	Atlas Assets is working on responses, but lacks accountability and sense of urgency. Notified yesterday that they will be going to the call center - "Silverbird" - on Tuesday to do due diligence. In researching "Silverbird" RS has found NO information. Have asked that Atlas contact me.
Atlas Assets	Anonymous	9/21/2006	Unknown	Sting	Status Not Determined	At present, they have admitted to only one recognition. Since the same number was presented on caller id, they have been advised that they are responsible for figuring out why this occurred and where the calls are coming from.
Atlas Assets	Anonymous	8/28/2006	Profanity	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Anonymous	8/11/2006	Unknown	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Anonymous	8/11/2006	Unknown	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Bob Olive	10/17/2006	Frequent/Persistent Calls	Sting	Status Not Determined	This sting yielded 37 additional complaints. There are 33 other complaints associated, yet unidentified, with 503-426-31xx nos.

**U.S., et al. v. Dish
Network L.L.C.
Plaintiff's Exhibit
PX1082**

ATTORNEY/CLIENT PRIVILEGE

11/02/2006

Letter List

DISA0011625
010395

PX1082-001

TX 102-010887

Dealer Name	Complainant's Name	Date Complaint Submitted	Nature of Complaint	How Retailer Identified	Complaint Disposition (Violation)	COMMENTS
Atlas Assets	Brian Lovelace	9/1/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Chad Jarvis	8/9/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Clara Beatty	10/12/2006	Frequent/Persistent calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Courtney Cummings	8/23/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	David Abbott	8/22/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Dennis Dewitt	9/8/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Dennis Reeser	10/4/2006	Frequent/Persistent calls Rude Behavior Hung Up	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Jennifer	9/21/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Joe Biggy	9/8/2006	Unsolicited calls after 11:00 PM	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Joe Burk	10/18/2006	Frequent/Persistent calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	John Dillon	8/23/2006	Misrepresentation Unsolicited calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Johnny Shipley	9/15/2006	Frequent calls Harassment	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Joyce Villareale	9/8/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Kathy Deroch	9/19/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Kim Hendricks	9/18/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Lance Lowery	9/29/2006	Rude/Harrassing	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Larry/Janice Vormbrock	9/6/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Lisa Lukas	8/11/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Lucen Hodges	8/24/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Melvin/Virginia Hambright	10/4/2006	Frequent/Persistent calls Rude Behavior Harassment Hung Up	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Mike Nelms	9/29/2006	Frequent/persistent calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Mike Witsaman	8/28/2006	Frequent/Persistent calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Mrs. Bell	10/18/2006	Frequent/Persistent calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Shirley Brightenstein	8/21/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Tabitha Atterberry	10/10/2006	Frequent/Persistent calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Teresa Payne	8/23/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Theresa J. Daughtry	9/27/2006	Frequent/Persistent Calls	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Tim Croxen	9/9/2006	"Alleged calls from Dish Network"	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Atlas Assets	Tonia Trom	10/18/2006	Frequent/Persistent Rude Behavior Hung Up	Sting	Status Not Determined	See comment above - retailer has not formally responded to date.
Brandvein	Anonymous	9/23/2006	Unwanted solicitations	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Anonymous	8/22/2006	"Alleged calls from Dish Network"	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.

ATTORNEY/CLIENT PRIVILEGE

11/02/2006

Letter List

DISJ 0011626
JA 0011626
010396

PX1082-002

TX 102-010888

Dealer Name	Complainant's Name	Date Complaint Submitted	Nature of Complaint	How Retailer Identified	Complaint Disposition (Violation)	COMMENTS
Brandvein	David & Rose Marie Geissinger	8/22/2006	"Alleged calls from Dish Network"	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Joseph Meistas	9/19/2006	Frequent Calls Requested to be on Internal DNC list	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Kip Kibler	9/25/2006	"Alleged calls from Dish Network"	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Laura Barron	9/26/2006	Frequent/Persistent Calls	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Peavy	9/22/2006	Unwanted solicitations	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Peggy Clark	9/14/2006	Unsolicited Calls	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Ronald Clark	9/23/2006	"Alleged calls from Dish Network"	Sting	Admitted Violation	Problems with the scrub of the DNC list. Problem has been rectified and all operations in Delhi have been suspended.
Brandvein	Robert Yaklin	10/31/2006	Frequent calls On the DNC list	Sting	No Violation	Consumer did not enter name in DNC until 9/26/06. This was not a violation.
Cascade Callworks	Kristina Ertner	10/17/2006	Unsolicited Calls	Caller id	Status Not Determined	Retailer was notified on 10/31/06 - working on responses.
Cyberworks Software	Stewart Abramson	10/3/2006	Unsolicited Calls	Sting	No Violation	There was a lead for "Tom Bell" at this number - of consumer's 4 numbers, one is not on the DNC and this is the one that was used for the lead.
Defender	Don Keys	10/3/2006	Unsolicited Calls	Caller id	No Violation	Consumer initiated phone call - retailer called back - consumer requested to be removed from Internal DNC list and retailer complied.
Dish Factory Direct Inc	Amber Nickerson	8/5/2006	Unsolicited Calls	Caller id	No Violation	Calls were placed on 8/3 and 8/4 and she was not added to DNC until 8/5/06.
Dish Pronto	Becky Lee	10/9/2006	Frequent/Persistent Calls	Consumer provided	Unknown	Letter was sent 10/16 - no reply.
Dish Pronto	Claude Gainer		Misrepresentation	Retailer provided	No Violation	Never dialed. This is another retailer.
Dish Pronto	John Healey	8/25/2006	Recorded Intro Message	Sting	Retailer identified	Retailer has lead from this retailer/consumer. This does not appear to be a violation.
Dish Pronto	Ronald/Tammy Todd	9/30/2006	Frequent/Persistent Rude Behavior Hung Up	Caller id	Unknown	Mr. Todd was not at home and Mrs. Todd advised the rep to call back. On calling back the same day Mr. Todd expressed his disinterest and hung up. Lead supported by opt in info.
Dish Pronto	Wayne Leboeuf	9/29/2006	Frequent/Persistent calls Harassment	Caller id	No Violation	Mr. Leboeuf told the rep (Steve) that he would need to speak to his wife to book Dish. Mr. Leboeuf called back on his Steve's extension & expressed his interest. Steve offered a callback and when he was about to process the order Mr. Leboeuf was reluctant to give out his SSN & card/ checking account details on phone. Steve asked Mr. Leboeuf to check the site and followed up the next day and that's when Mr. Leboeuf asked not to be called again. No call has been made since then to Mr. Leboeuf. Lead supported by opt in info.
Dish Pronto	Cara	9/1/2006	Multiple calls-various retailers. Sky High named by Cara	Consumer provided	No Violation	Did not get through - customer hung up before getting connected, AND not dialed from the DP- SkyHigh center. Lead supported by opt in info.
Dish Pronto	Melony Russell	8/5/2006	Frequent calls	Caller id number	No Violation	Never Dialed
Dish Pronto	Ryan Smith	8/26/2006	Unknown	Unknown	No Violation	Never Dialed
Dish Pronto	Susan Burkholder	8/26/2006	Unknown	Caller id	No Violation	Mrs. Burkholder spoke to the rep (David) and she seemed to be interested in the promotion. No where on the call she asked to be taken off the calling list and she wanted to consult with her husband before booking the order. David called her back the same day and found out that they already have Dish. Lead supported by opt in info.
Dish TV, Inc	Tom Bruiniers	8/24/2006	Unsolicited Calls	Consumer provided	No violation	No record of dialing. Response was sufficient.
E-Management	Michael Brewer					Closed, info was sufficient.
GlobalWizards	Anita Kumar	10/12/2006	Frequent/Persistent Calls	Web site reference	Status Not Determined	Consumer id'd MyDishGlobal which was linked to Allsat in error. Relationship with MyDishGlobal was terminated by AllSat on 8/3/06. Global Wizards, LLC will be notified about this allegation 11/3/06. Customer indicates that she has tapes.
GlobalWizards	Narashimha Acharya	9/20/2006	Unwelcome calls	Consumer provided	Status Not Determined	Consumer id'd MyDishGlobal which was linked to Allsat in error. Relationship with MyDishGlobal was terminated by AllSat on 8/3/06. Global Wizards, LLC will be notified about this allegation 11/3/06.

ATTORNEY/CLIENT PRIVILEGE

11/02/2006

Letter List

PX1082-003

DISA0016273
010397

TX 102-010889

Dealer Name	Complainant's Name	Date Complaint Submitted	Nature of Complaint	How Retailer Identified	Complaint Disposition (Violation)	COMMENTS
I Dish Com LLC/Blu Kiwi	Anita Kumar	10/12/2006	Frequent/Unsolicited Calls	Consumer provided	Status Not Determined	Retailer was notified on 10/16/06 - working on responses.
I Dish Com LLC/Blu Kiwi	Douglas Mckellar	10/5/2006	Frequent/Unsolicited Calls	Caller id	Status Not Determined	Information requested was received. Specifics surrounding the allegations was requested. Modified letters to include specifics on individual claims.
I Dish Com LLC/Blu Kiwi	Naveen/Zibi Jamal	6/2/2006	Obscene Phone Calls	Caller id	Status Not Determined	Information requested was received. Specifics surrounding the allegations was requested. Modified letters to include specifics on individual claims.
I Dish Com LLC/Blu Kiwi	Varun Gupta	8/18/2006	Frequent/Unsolicited Calls	Caller id	Status Not Determined	Information requested was received. Specifics surrounding the allegations was requested. Modified letters to include specifics on individual claims.
Jerry Dean Gnder d/b/a/ JSR Enterprises	Hannah Klein	9/29/2006	On DNC list	Sting	TCPA Violation Retailer Identified	Third Party, no longer under contract, placed call following a corrupted DNC download.
Jerry Dean Gnder d/b/a/ JSR Enterprises	Melissa Wallace	10/20/2006	Frequent/Unsolicited Calls	Sting	Status Not Determined	Letter sent 10/31/06 - retailer identified.
Marketing Guru	Aaron Hakeem	9/8/2006	Frequent/Persistent Calls	Sting		?
Marketing Guru	Ryan Amherst	7/28/2006	Refusal to remove from internal list	Consumer provided	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Tracy Rose	8/30/2006	Unwelcome calls	Consumer provided	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Barbara Drake	9/8/2006	Caller represented self as "VP of Marketing"	Consumer provided	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Charlotte /Grover Gilbert	8/9/2006	Requested removal from internal list. Was hung up on.	Identification of Caller ID #	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Dawayne Lawrence	9/9/2006	Unknown	Unknown	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Jody Lyn Creamer	10/20/2006	Unwanted solicitations	Consumer provided	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Kenneth Shields	7/17/2006	Unwanted solicitations	Consumer provided	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Manish Malhotra	7/26/2006	Unwanted solicitations	Sting	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Keith Pomroy	7/14/2006	Frequent/Persistent Calls	Consumer provided	Status Not Determined	Working with MG/VP-Sales on responses.
Marketing Guru	Puri Manoj	9/14/2006	Harrassment 3/4 calls daily	Sting	Retailer identified	Working with MG/VP-Sales on responses.
Marketing Guru	Josh Rice	6/17/2006	Disconnect and reconnect account	Caller ID	Status Not Determined	Working with MG/VP-Sales on responses.
National Satellite Systems	Aaron Hakeem	10/10/2006	Unwanted solicitations DNC List	Sting	Retailer identified TCPA Violation	Consumer was put on DNC in January of 2005. The "scrub" did not eliminate this consumer.
RPM Technologies and Satellite	Sameer Alam	10/8/2006	Unsolicited calls	Caller ID	No violation	Retailer indicates that they do not outbound. They get leads from door hangers and referrals and the "817" area code for this consumer is not even one of their target areas.
Satellite Systems Now	Michael Todd	8/29/2006		Sting	Retailer identified	Retailer and their attorney working with consumer on settlement and will also insure that EchoStar has no liability.
Satellite Systems Now	Michael Todd	10/18/2006	Misrepresentation	Sting	Retailer identified	The second call was a follow-up to the first. Retailer is trying to get a copy of call as consumer "badgers" the CSR into saying he is Dish Network.
Sterling Satellite	Rawal, K.H.	6/5/2006		Sting		
Sterling Satellite	Robert Yaklin	10/25/2006	Frequent calls On the DNC list	Sting	No violation	Consumer confirmed that he was not put on the list until 9/26.
Sterling Satellite	Stewart Abramson	10/11/2006	On DNC list	Sting	TCPA Violation	Called consumer following distribution of POE notice-412-665-0118 does not show on DNC - all other 3 do. Sterling working with consumer.
United	Ken Teleis					
United	Michael Todd					

Options for identifying retailer

Caller ID
 Consumer Provided
 Sting
 Web site reference
 Retailer provided

Letter List

ATTORNEY/CLIENT PRIVILEGE

PX1082-004

11/10/2006

DISCLOSURE
 010398

TX 102-010890

EXHIBIT 572

EXHIBIT 572

JA011629
010399

TX 102-010891

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

Hello

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

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

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

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

Thank you
God Bless
Richard Goodale

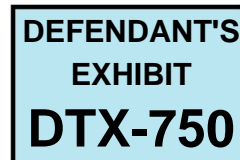


EXHIBIT 573

EXHIBIT 573

JA011631
010401

TX 102-010893

From: Corrigan, Bonnie <Bonnie.Corrigan@echostar.com>
Sent: Wednesday, November 15, 2006 4:05 PM
To: TCPA <TCPA@echostar.com>
Cc: Metzger, Marciedes <Marciedes.Metzger@echostar.com>
Subject: FW: Escalations Tracker - Sting Information - Record number:2539954 - Chesley consumer Krystal

Please see below. Let me know if you need anything else.

Thank you,
Bonnie Corrigan
Credit Supervisor

From: Hernandez, Julie
Sent: Wednesday, November 15, 2006 1:52 PM
To: Corrigan, Bonnie
Cc: Zimmerman, Wendy
Subject: RE: Escalations Tracker - Sting Information - Record number:2539954 - Chesley

JERRY DEAN GRIDER DBA JSR ENTERPRISES
1740 E GARRY AVE S
SANTA ANA, CA

From: TCPA
Sent: Wednesday, November 15, 2006 12:08 PM
To: Corrigan, Bonnie; Zimmerman, Wendy; Metzger, Marciedes
Cc: TCPA
Subject: FW: Escalations Tracker - Sting Information - Record number:2539954 - Chesley

Greetings,

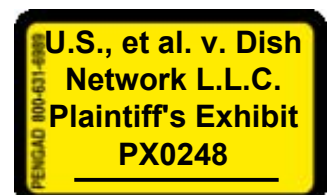
Krystal Weber is on vacation for the next five days, so I am forwarding on this information for additional research.

I have received communication from Mrs. Harry Chesley that they have attempted to set up an account this AM. They have an existing account with Dish Network - 8255909300518690 - and advised the sales partner that they wanted to install in their Guest House.

Vendor - Unknown - Multiple Daily Harassing Calls

The information used to attempt to set up an account with Dish Network is as follows:

Ph. 603.826.4158
Harry Chesley
358 ½ S. Hemlock Dr.
Charlestown NH 03603-4808
SS # xxx-xx-2884 - Ran 5 times today 11/15/2006 to qualify for DHA 18 Q106
MC xxxxx-xxxx-xxxx-7129



JA011632
010402

PX0248-001

Confidential-US v. DISH

DISH5-0000000932
TX 102-010894

Is it possible based on the information provided to trace back to a vendor?

Thank you in advance for your time and attention to this issue,



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

From: Thams, Peter
Sent: Wednesday, October 11, 2006 3:44 PM
To: Weber, Krystal
Subject: Escalations Tracker

Tracked by: ERT
Record number:2539954

Customer Information:
Consumer name: LINDA CHESLEY
Consumer phone number: (603)826-4158
Preferred contact number: (603)826-4158
Best time to call: after 10:00 AM

Nature of the complaint:
DNC List Consumer is on:
National
-Frequent/Persistent calls - Yes
-Rude behavior - Yes
-Lewd/Obscene conduct - Yes
-Harassment, a malicious call pattern - Yes
-Caller hung up when asked for identity or to be added to DNC - Yes

Comments:

ertcci for telemarketing, is on national dnc, is being called by a retailer, phone number that showd on the caller id is invalid. Peter/ert

PX0248-002

JA011633
010403

Confidential-US v. DISH

DISH5-0000000933
TX 102-010895

EXHIBIT 574

EXHIBIT 574

JA011634
010404

TX 102-010896

From: Musso, Reji
Sent: Wednesday, December 20, 2006 11:32 AM
To: 'voice@jsrsatellite.com'
Subject: E-Mail Notice of TCPA Violation

Linda Chesley, a consumer – home phone number – 603.826.4158. She was called repeatedly.

An internal investigation has linked this attempted sale (11.15.06 – credit card was run 5 times) to your company. The reports from this consumer are very troubling relative to customer service. Rude, obscene, hang ups when asked to be removed from the list.

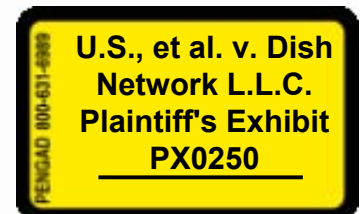
I know we have talked about your 4 people...but this customer is reporting behaviors that are unacceptable and the "attempted sale" is definitely linked to you. Do you have affiliates?

The information provided, while vague, still points to multiple other complaints with a similar "M.O." over the past several months that we have been unable to identify.

Richard, it is critical that I get some feedback immediately on this. How about your leads – where do they come from – are they shared with any other retailers?

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

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Confidential-US v. Dish

PX0250-001

DISH2-0000000900
JA011635
010405

TX 102-010897

EXHIBIT 575

EXHIBIT 575

JA011636
010406

TX 102-010898

From: Mills, Mike <mike.mills@echostar communications corp.com>
Sent: Wednesday, December 20, 2006 2:57 PM
To: Musso, Reji <Reji.Musso@echostar.com>
Subject: RE: errant phone call

PS – JSR just called me. They are deactivating the logins that Philippines call center is using today. They also mention that Sterling was using the same center. Might want to check if the name is on their affiliates list.

I told them to do whatever Reji asked and do it quickly☺

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

From: Musso, Reji
Sent: Wednesday, December 20, 2006 12:55 PM
To: Mills, Mike
Subject: RE: errant phone call

We can talk about it later – too much to type – go home. Be safe, please.

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

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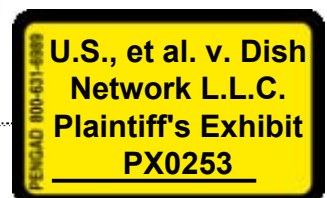
From: Mills, Mike
Sent: Wednesday, December 20, 2006 12:38 PM
To: Musso, Reji
Subject: RE: errant phone call

Leslie called the 800#.

Only affiliate JSR told me they were using was out of the Philippines and they were ending that relationship at the end of this week.

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

From: Musso, Reji
Sent: Wednesday, December 20, 2006 12:35 PM
To: Mills, Mike
Subject: RE: errant phone call



And teach me how you found that – course, if it is Seibel, then I'm still learning that too and hadn't gotten around to

PX0253-001

JA011637
010407

Confidential-US v. DISH

DISH5-0000015105
TX 102-010899

finishing all of the research.

Thanks...

On a separate issue, JSR was just linked to a sting that was actually an affiliate of theirs (they told me they only used their own employees)...well, they are now going to request the recorded call from the affiliate (and term them once they get it), but Richard thinks that Sterling, Dish Nation and Sky High use these guys – South Coast Holding – the complaint from the customer talked to multiple calls from “Jerry” which has been a recurring theme throughout our tracker and totally untraceable. Richard is going to try to get additional info for me...I'll keep you posted. (Is this the stuff you talked about with Richard?) I suggested he not term until he tries to get the recording.

Reji J. Musso

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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From: Mills, Mike
Sent: Wednesday, December 20, 2006 12:30 PM
To: Neylon, Brian; Musso, Reji
Subject: RE: errant phone call

Owner – Steve Rad. Originally signed up in Irvine, CA but moved to Austin, TX. Marketing – Internet Lead Generation.

I'll follow up with him and find out where Elliot's cell phone came as a lead. And address the other BS.

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

From: Neylon, Brian
Sent: Wednesday, December 20, 2006 12:28 PM
To: Mills, Mike; Musso, Reji
Subject: RE: errant phone call

Who is dish promotions

From: Mills, Mike
Sent: Wednesday, December 20, 2006 12:26 PM
To: Musso, Reji; Neylon, Brian
Subject: RE: errant phone call

800# below is OE Retailer – Direct Promotion in Austin, TX.

Mike Mills
National Sales Manager
303.723.2865
mike.mills@echostar.com

From: Musso, Reji

PX0253-002

JA011638
010408

Confidential-US v. DISH

DISH5-0000015106
TX 102-010900

Sent: Wednesday, December 20, 2006 8:33 AM
To: Neylon, Brian; Mills, Mike
Subject: RE: errant phone call

This name has popped up from time to time. The "spoof" phone numbers are killers. This one is not registered anywhere that I can find and the phone number has not shown up in our tracker yet.

We have over 1000 complaints that cannot be identified – probably 50% of them have caller ids that are invalid.

He could be from Pakistan and have a Dallas, NY, or Chicago id. VoIP has certainly helped that along making identification almost impossible – for the bad guys. The good guys we find because they tell exactly who they are. I'm sure I'm not telling either of you anything you aren't painfully aware of now.

Sorry I couldn't provide any more info.

Reji J. Musso

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

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From: Neylon, Brian
Sent: Tuesday, December 19, 2006 8:51 PM
To: Mills, Mike; Musso, Reji
Subject: FW: errant phone call

Any ideas?

From: Elliot Loewenstern [mailto:elliott@emanagegroup.com]
Sent: Tuesday, December 19, 2006 8:45 PM
To: Musso, Reji
Cc: Neylon, Brian; Mills, Mike
Subject: FW: errant phone call

This email originally bounced.

From: Elliot Loewenstern [mailto:elliott@emanagegroup.com]
Sent: Monday, December 18, 2006 9:33 PM
To: 'Musso, Reji'
Cc: 'Mills, Mike'; 'Neylon, Brian'
Subject: errant phone call

Brian,

I received a call on my cell phone tonight from a company on my cell phone saying they were Dish Network. When I pressed them they said they were representing Dish Network and Directv. I asked them what the name of their company

PX0253-003

JA011639
010409

was 5X's and each time he reiterated it was the Satellite Promotion Center out of Dallas. I don't mind spending the time and resources sending tapes and having people work full time on compliance and make sure customers know who we are but shouldn't everybody be treated the same way ? Why should other retailers not be held to the same standard? The phone number on my caller id on my phone was 212-982-6401. If he was out of Dallas why is it a NY caller id? The number the rep gave me to call back was 800-591-8108. All the tape says is that it's the satellite promotion center. Use this information however you like. I have no idea how he got my cell number.

PX0253-004

JA011640
010410

EXHIBIT 576

EXHIBIT 576

JA011641
010411

TX 102-010903

From: Musso, Reji <Reji.Musso@echostar.com>
Sent: Thursday, December 21, 2006 9:24 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Mills, Mike <Mike.Mills@echostar.com>; Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Brian, JSR has had a couple of allegations – they were very responsive and I don't think guilty – even tagged by Melissa Wallace and willing to fight that one – from what I understand, this is the first time they used some "outside" help and it bit them in the behind.

I think that a fine is certainly in order.

The consumer name is Linda Chesley – he has spoken to Mr. Chesley and assured him that he has ceased operations with the "other call center."

I don't know about their sales, Mike's info, but from my vantage point, they have been forthcoming. And very concerned about this situation.

Reji J. Musso

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

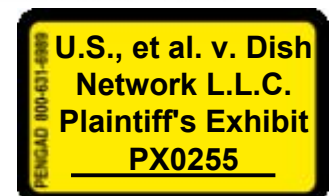
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From: Neylon, Brian
Sent: Thursday, December 21, 2006 7:09 PM
To: Musso, Reji
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Mike,

What is his volume? Why would i not just terminate?
Where is he located? I assume he was made aware when launched on the OE tool that violations of the telemarketing laws of the United States will not be tollerated????

From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises



I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

PX0255-001

JA011642
010412

Confidential - U.S. v. DISH

DISH5-0000112550
TX 102-010904

Reji J. Musso

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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PX0255-002

Confidential - U.S. v. DISH

JA011643
010413

DISH5-0000112551
TX 102-010905

EXHIBIT 577

EXHIBIT 577

JA011644
010414

TX 102-010906

From: Mills, Mike <Mike.Mills@echostar.com>
Sent: Thursday, December 21, 2006 9:29 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>; Musso, Reji <Reji.Musso@echostar.com>
Cc: Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Subject: Re: Jerry Dean Grider dba JSR Enterprises

Don't have the OE grid but I believe they are around 1,500 to 2k activations per month.

At the time of launch this was not discussed nor did they disclose that they would be doing any marketing other than outbound out of their office. I met with these guys last week and they told me they were using a center out of the Philippines. I indicated that it was in their best interest to discontinue that relationship. They said they would be done with that center within 10 days.

If what they say is correct and they are now 100% in house I don't think we should terminate but would support a fine.

In the bigger picture we need to work with legal on a standardized affiliate program template including what they can do, can't do, who they can use, how much they can pay out to affiliates, etc. This is going to continue until we get something in writing that we enforce.

Mike

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

From: Neylon, Brian
To: Musso, Reji
CC: Mills, Mike; Origer, Robb; Werner, Bruce
Sent: Thu Dec 21 19:08:38 2006
Subject: RE: Jerry Dean Grider dba JSR Enterprises

Mike,

What is his volume? Why would i not just terminate?

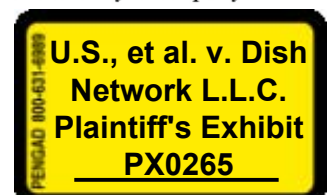
Where is he located? I assume he was made aware when launched on the OE tool that voilations of the telemarketing laws of the United States will not be tolerated????

From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises

I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

Reji J. Musso

Manager - Compliance



JA011645
010415

PX0265-001

Confidential - U.S. v. DISH

DISH5-0000112552
TX 102-010907

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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PX0265-002

Confidential - U.S. v. DISH

JA011646
010416

DISH5-0000112553
TX 102-010908

EXHIBIT 578

EXHIBIT 578

JA011647
010417

TX 102-010909

From: Musso, Reji <Reji.Musso@echostar.com>
Sent: Thursday, December 21, 2006 9:09 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>
Cc: Mills, Mike <Mike.Mills@echostar.com>; Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Subject: RE: Jerry Dean Grider dba JSR Enterprises

I talked to him and told him that it was NOT on our affiliate list – he said he really didn't know he needed to let us know...

The scary part is that this was South Coast Holdings (I did not know it was in the Philippines until today). He indicated that Sterling, Sky High (Dish Pronto) and Dish Nation are also using them. I thought I would check with them today – although snow precluded that. The caller that "stung" JSR complained of calls from "Jerry" – I cannot begin to tell you what a nuisance this name has been in our tracker. Always unidentifiable.

I do think we absolutely need to come up with a "Don't Use" list. I do know that Mike and I have discouraged the use of folks that we know are connected to unprofessional experiences.

Richard cancelled the logins for this call center today. I did let him know that he was in violation of his contract. He now assures me that he has 12 people in his very own office.

I will do a check on the above named company and see what we can figure out about this company, if anything.

Reji J. Musso

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

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From: Neylon, Brian
Sent: Thursday, December 21, 2006 7:02 PM
To: Musso, Reji
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: RE: Jerry Dean Grider dba JSR Enterprises

who is the 3rd party call center. Was it on his submitted list? Can we track others? Fine warrented?

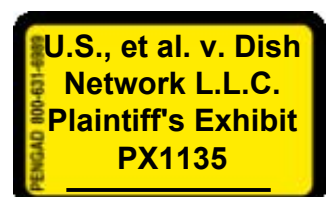
From: Musso, Reji
Sent: Thu 12/21/2006 4:28 PM
To: Neylon, Brian
Cc: Mills, Mike; Origer, Robb; Werner, Bruce
Subject: Jerry Dean Grider dba JSR Enterprises

I had a lengthy discussion with Richard Goodale yesterday. This latest allegation is probably a violation. It was done by a 3rd party call center.

Reji J. Musso

PX1135-001

Confidential - U.S. v. DISH



DISH5-0000112546

TX 102-010910

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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PX1135-002

Confidential - U.S. v. DISH

JA011649
010419

DISH5-0000112547
TX 102-010911

EXHIBIT 579

EXHIBIT 579

JA011650
010420

TX 102-010912

From: POESupport [POESupport@echostar.com]
Sent: Thursday, January 04, 2007 12:25 PM
Subject: Important Notice

Importance: High

OE Retailers,

Please ensure that the phone number below has been removed from any and all contact lists you maintain and please add the number to your internal "Do Not Call" registry.

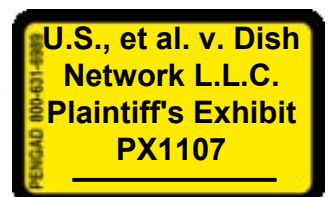
847-398-2019

Customer Last Name - Silverman

Thank you for your prompt attention in this matter.

Regards,

OE Management



HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

APEN

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Tel: (702) 669-4600
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speek@hollandhart.com
bcassity@hollandhart.com

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Wilmington, DE 19801
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Fax: (302) 571-1253

*Attorneys for Special Litigation Committee of
Nominal Defendant DISH Network Corp.*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

PLUMBERS LOCAL UNION NO. 519 PENSION
TRUST FUND and CITY OF STERLING
HEIGHTS POLICE AND FIRE RETIREMENT
SYSTEM, derivatively on behalf of nominal
defendant DISH NETWORK CORP.,

Plaintiffs,
v.

CHARLES W. ERGEN; JAMES DEFRANCO;
CANTEY M. ERGEN; STEVEN R.
GOODBARN; DAVID MOSKOWITZ; TOM A.
ORTOLF; CARL E. VOGEL; GEORGE R.
BROKAW; JOSEPH P. CLAYTON; and GARY
S. HOWARD,

Defendants,

DISH NETWORK CORP., a Nevada Corp.,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**VOLUME 36 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION**

<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
580	01/17/2007	Email from R. Musso to R. Goodale	10422
581	01/22/2007	Letter from R. Goodale to Retail Audit and Risk: Attention Reji	10424
582	01/23/2007	Email from R. Bagwell to D. Steele et al.	10426
583		INTENTIONALLY OMITTED	10428
584		INTENTIONALLY OMITTED	10430
585	02/08/2007	Email from R. Origer to B. Neylon	10432
586	02/14/2007	Retailer Audit Notification & Summary for JSR	10435
587	02/20/2007	Email from T. Pyle to R. Musso	10438
588	03/2007	Agency T&Cs – Q1 2007 Release	10441
589	03/27/2007	Letter from C. Austin to D. Steele	10443
590	05/01/2007	Retail Services Audit and Risk Q4 2006	10450
591		INTENTIONALLY OMITTED	10466
592	06/25/2007	Letter from J. Thomas to EchoStar et al.	10468
593	07/18/2007	Email from D. Lindsey to D. Lindsey et al.	10477
594	08/06/2007	PowerPoint: Gross Sales Update	10480
595	08/17/2007	Email from R. Musso to R. Origer et al.	10497
596	10/04/2007	Email from R. Musso to R. Origer et al.	10499
597	10/10/2007	Facts Blast	10508

DATED this 28th day of November 2018.

By /s/ Robert J. Cassity
J. Stephen Peek, Esq. (1758)
Robert J. Cassity, Esq. (9779)
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

C. Barr Flinn (*Admitted pro hac vice*)
Emily V. Burton (*Admitted pro hac vice*)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801

*Attorneys for the Special Litigation Committee of
Nominal Defendant DISH Network Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of November 2018, a true and correct copy of the foregoing **VOLUME 36 OF APPENDIX TO THE REPORT OF THE SPECIAL LITIGATION COMMITTEE OF DISH NETWORK CORPORATION** was served by the following method(s):

☐ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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Reno, NV 89501

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Erik W. Luedeke, Esq.
Timothy Z. Lacombe, Esq.
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No. 519 Pension Trust Fund*

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125 Broad Street
New York, NY 10004

Attorneys for Defendants

By: /s/ Valerie Larsen
An Employee of Holland & Hart, LLP

EXHIBIT 580

EXHIBIT 580

JA011655
010422

TX 102-010917

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

Attachments: JSR_L5_1.17.06._LA AG.doc



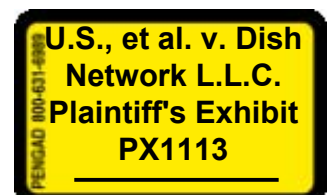
JSR_L5_1.17.06._L
A AG.doc (64 ...

Richard,

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

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

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JA011656
010423

PX1113-001

Confidential-US v. Dish

DISH2-0000000911

TX 102-010918

EXHIBIT 581

EXHIBIT 581

JA011657
010424

TX 102-010919

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

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

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

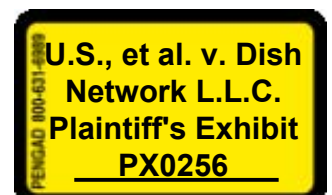
JSR has researched the aforesaid complaints and found the following:

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

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

JSR further acknowledges that it will indemnify Echostar if needed.

By Richard Goodale
1/22/07



JA011658
010425

PX0256-001

EXHIBIT 582

EXHIBIT 582

From: Bagwell, Rodney
Sent: Tuesday, January 23, 2007 8:59:07 PM
To: Steele, Dana; Hargan, Denise; Murray, Joe
CC: Thompson, Corbin; Duran, Randy; Bandyopadhyay, Rupendra; Bangert, Russell; Binns, Todd; Prusiewicz, Eric
Subject: DNC Problem Phones

Denise provided me with a list of 2064 calls logged against phone numbers on the National List. I extracted the phone numbers from the list and sorted-out duplicate phone numbers. I was left with 230 unique phone numbers. I bounced this list against the dnc_telemarket_lists table in pcorp for list_id 7 (The National List Id).

All numbers are on the dnc_telemarket_lists table. The earliest creation dates on these numbers is 9/23/2003; the latest creation date is 8/5/2005. An Excel spreadsheet of the extracted numbers from the dnc_telemarket_lists is attached. Also attached is the original list and the sorted list with duplicates eliminated.

The numbers are on the DNC database, and should not have been called unless an Echostar business relationship existed. I don't know where the breakdown occurred, but it had to have occurred somewhere between the Datawarehouse ETL from DNC and the time the call was placed.

Thanks,

Rod

<<
20070123_problem_phones.xls (33.0KB)
20070123_problem_phones.txt (27.7KB)
20070123_problem_phones.srt (6.2KB)

(66.9KB)
>>

EXHIBIT 583

EXHIBIT 583

JA011661
010428

TX 102-010923

INTENTIONALLY OMITTED

JA011662
010429

TX 102-010924

EXHIBIT 584

EXHIBIT 584

JA011663
010430

TX 102-010925

INTENTIONALLY OMITTED

JA011664
010431

TX 102-010926

EXHIBIT 585

EXHIBIT 585

JA011665
010432

TX 102-010927

From: Origer, Robb <Robb.Origer@echostar.com>
Sent: Thursday, February 8, 2007 10:26 PM
To: Neylon, Brian <Brian.Neylon@echostar.com>
Subject: RE: I'll share this with legal tomorrow, but thought you should see it first...

I cant find anything on E.Direct....there is an A 1 Direct, a Dish Direct, etc in Vegas...but I cant find anything online. Perhaps an affiliate

From: Origer, Robb
Sent: Thursday, February 08, 2007 8:01 PM
To: Neylon, Brian
Subject: RE: I'll share this with legal tomorrow, but thought you should see it first...

I'm sure Legal can identify E.Direct Dish – the filing would have the principles, I would think.

The press release can be a modified version of the Atlas/United doc – should be quick...decision is timing of what will be a Fri PM release vs a Mon AM to the trade press. Based on series

From: Neylon, Brian
Sent: Thursday, February 08, 2007 6:56 PM
To: Origer, Robb
Subject: FW: I'll share this with legal tomorrow, but thought you should see it first...
Importance: High

Assume that our plan would be:

1. Figure out who the guy is in NV
2. Immediate termination of American and JSR
3. Publicize

Dont think we will have a chance to bring them to denver and ask them about their business.

From: Musso, Reji
Sent: Thu 2/8/2007 4:59 PM
To: Neylon, Brian
Cc: Origer, Robb; Oberbillig, Mike; Mills, Mike; Werner, Bruce
Subject: I'll share this with legal tomorrow, but thought you should see it first...

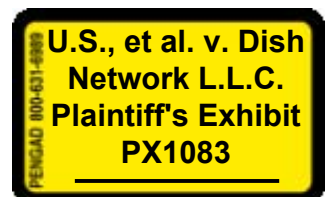
<http://www.ago.mo.gov/newsreleases/2006/120706b.htm>

Attorney General's News Release

December 7, 2006

Judge orders satellite TV telemarketers to stop making calls in Missouri

St. Louis, Mo. — A group of telemarketers based in Nevada and California who sell satellite television services



PX1083-001

JA011666
010433

Confidential - U.S. v. DISH

DISH5-0000112664
TX 102-010928

and equipment are prohibited from continuing to make telephone solicitations to Missouri citizens under a temporary restraining order obtained today by Attorney General Jay Nixon. The order was signed today by Judge Lisa Van Amburg in St. Louis City Circuit Court.

Nixon took action after his office received a total of 324 complaints from consumers on the No Call list against the three defendants, including E.Direct Dish of Las Vegas, Nev., and American Media LLC and JSR Satellite Enterprises Inc. both of Santa Ana, Calif. One defendant, JRS Satellite Enterprises, requested a copy of Missouri's No Call database in October but still was cited in 82 complaints after receiving the list.

"As long as some telemarketers choose to violate Missouri's No Call law, my office will continue to aggressively pursue them and hold them accountable," Nixon said. "Our track record of tough enforcement of the law speaks for itself, with more than \$1.8 million collected from violators, and more than 2.3 million Missouri families free of annoying telemarketing calls."

Today's court order and preliminary injunction bans the defendants from continuing to make telephone solicitations to Missouri consumers, whether they are on the state's No Call list or not. Nixon is also seeking penalties and costs in the case.

More than 2.3 million residential phone numbers are currently registered on the No Call list maintained by the Attorney General's Office.

"Don't forget that, for those Missourians not yet on the list, it's never too late to place your home number on the No Call list," Nixon said. "The process to sign up is quick, easy and free."

Missourians who wish to register their home number on the No Call list may do so at any time at no cost. They may register online at www.ago.mo.gov or by calling toll-free **1-866-NOCALL1** (1-866-662-2551).

Inquiries from consumers should be directed to consumer@ago.mo.gov or **1-800-392-8222** (from within Missouri) or 573-751-3321 (outside Missouri).

All media inquiries should be directed to Press Secretary John Fougere.

E-mail Phone: 573-751-8844 Fax: 573-751-5818

Reji J. Musso

Manager - Compliance

Retail Services

303.723.3262 (tel)

720.514.8288 (fax)

reji.musso@echostar.com

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PX1083-002

JA011667
010434

Confidential - U.S. v. DISH

DISH5-0000112665
TX 102-010929

EXHIBIT 586

EXHIBIT 586

909 331-2832
Jerry
cell

File # 14840916 Jerry Dean Grider JSR Enterprises
Date: 2/14/2007 **OE #** 14840916 **AP #** 688037
Retailer Name: JERRY DEAN GRIDER DBA JSR ENTERPRISES
Street Address: 1740 E GARRY AVE S
City, State, Zip: SANTA ANA, CA 92705
Phone / Fax: (949) 553-1049/
E-Mail Address: info@inertiarealestate.com; voice@jsrsatellite.com
Primary Contact: RICHARD GOODALE
Region / Distributor: WESTCOAST/Sacramento
Became a dealer in: Apr-06
Retailer Hold Status: on hold **Hold Amount: \$** _____
Hold Reason: _____
Prior Audits: _____
Source of Information: _____
Audit Type: TCPA
Audit Period From: _____ To: _____

Sales Comm Primary Activations
Primary Deactivations
Churn
Receiver Purchases (Distributor)

2003	2004	2005	2006
			6540
			547
			8.00%

CRP (Current Period only) _____

Profile Summary (CMO):

Bill Suppression: _____ **Charge Off Rate:** _____
Return Mail Count: _____ **First Pay Default:** _____
Bill To Count: _____

Infraction Summary: TCPA Violation

Chargeback: _____

Recommendations: _____

Retail Services Review: Christina Vochies 2/14/07
GM Review: Bruce [Signature] 2/14/07
Director Review: [Signature] 2/14/07
Legal Review & Approval: [Signature] 2/14/07
SVP Review & Approval: [Signature] 2/14/07

JSR Enterprises Audit Notification Template.xls

2/14/2007

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**DEFENDANT'S
EXHIBIT
DTX-139**

Auditor _____

Auditor Start: _____ Auditor Finish: _____

Sample or Full Audit: _____

Total Accounts/Lines on Report: _____

Total Hours to Complete _____

Accounts/Claims (Lines) Reviewed from Report: _____

Accounts/Lines from Duplicate Spreadsheet: _____

Total Accounts/Claims (Lines) Reviewed: _____

Suspected Fraud Identified:

 Duplicate Accounts: _____

 Suspected Churn: _____

 Possible Phantom: _____

 Locals Fraud: _____

 Credit Card: _____

 Identify/SSN Theft: _____

 Total: _____

Promo Summary

_____ DHA	_____ CDFD
_____ CDDHA	_____ AK/PR
_____ BDE	_____ INTL/NO SSN
_____ FFA	_____ OTHER
_____ CDFFA	_____ EXPIRED
_____ FD	_____ NO

Sequence of Events (Date and Event):

JSR Enterprises Audit Notification Template.xls

2/14/2007

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2

EXHIBIT 587

EXHIBIT 587

Musso, Reji

From: Tim Pyle [tim@teletrng.com]
Sent: Tuesday, February 20, 2007 4:53 PM
To: Musso, Reji
Cc: Todd DiRoberto; Tim Pyle
Subject: Re: TCPA Allegation - Wright

Reji:

Thank you, **I am in the process of responding too the last two complaints that we have received..** You and the rest of the individuals that were part of our meeting last Tuesday, **will be receiving official notification of termination of all outside marketing contracts for any and all marketing services provided to American Satellite Inc.**

We have taken direct and total control of all our marketing operations and are bringing any and all marketing activities directly or indirectly related to the marketing of Dish Network under our internal organizational control. **We are also in the process of undertaking another complete retraining of all sales associates based on the further information that we received...**

We are investing a tremendous amount of time and money to adhere to all compliance rules and regulations that we discussed that are in our *original retailer agreement*. We are also in the process of finishing the final stages of our telecommunications upgrade and **that is why you and ES have not received any calls from us this week...barring any unforeseen circumstances you and Es should start receiving calls next week again...**

Fax letters will arrive in the next two days in response too the above unresolved issues.

Thank you for your patience and understanding in the above matters..

Sincerely,

Tim J. Pyle
American Satellite Inc.
Cell 619-823-7094

"Musso, Reji" <Reji.Musso@echostar.com> wrote:

<<A57f1bf4a-6b89-4f84-98bc-384f2cd2b13a.TIF>>

Folks, I faxed this to you earlier today. Please comply with the request herein.

Reji J. Musso

Echostar Communications

4/23/2007

Confidential-US v. DISH

DTX 825 Page 1 of 2

**DEFENDANT'S
EXHIBIT
DTX-825**

JA011672
DISH 010439-017434

TX 102-010934

Manager - Compliance
Retail Services
9601 S. Meridian Blvd.
Englewood, CO 80112
303.723.3262 (tel)

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4/23/2007

Confidential-US v. DISH

DTX 825 Page 2 of 2

JA011673
DISH 010440-017435

TX 102-010935

EXHIBIT 588

EXHIBIT 588

JA011674
010441

TX 102-010936

Agency T&Cs – Q1 2007 Release

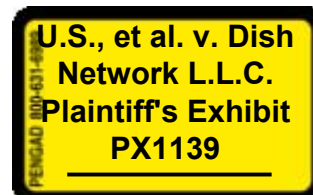
Digital Home Advantage – Please read to the customer

- Your first bill will include charges for one month in advance as well as pro-rated charges for the current month.
- You will see a \$49.99 activation fee on your first bill.
- Your monthly rate will be \$ _____. This does not include any applicable sales tax.
- All payments for programming are non-refundable.
- You must maintain the minimum of DishFAMILY, America's Top 100, DishLATINO, or Great Wall TV Package.
- Where available, your local channels can be included in your programming package as part of your Digital Home Advantage programming package at an additional \$5.00 per month.
- The first receiver's rental fee is included in your basic programming package price. There is an additional \$5.00 per month rental fee per receiver beyond the first for each Standard receiver or \$6.00 per month rental fee for each HD receiver beyond the first on your account.
- Each of your receivers must be continuously connected to your same land-based phone line. A monthly \$5.00 Additional Outlet Programming Access fee applies to the second tuner of each receiver with two tuners. This fee will be waived on a monthly basis for each such receiver that DISH Network confirms has been continuously connected to Customer's same land-based phone line.
- All equipment remains the property of DISH Network and must be returned within fifteen days of account deactivation to DISH Network or you must pay an unreturned equipment fee which at a minimum is \$100 per receiver.
- We have placed a \$1.00 credit card hold on your credit card which will be removed within 3 to 7 business days.
- Social Security Numbers are used to obtain credit scores and will not be released to third parties except for verification and collection purposes or if required by governmental authorities.
- The Digital Home Advantage equipment and promotion comes with a standard warranty, which includes 24/7 tech support, Advance Exchange Repair (\$14.95 shipping), and In-Home service trip charge (available if a problem can not be solved over the phone) for \$99.
- Account holder must be present at the time of installation.
- If you do not own the property, you will need to present written permission from your landlord to the installer.
- DISH Network provides a 90-Day installation warranty.
- If you need to cancel or reschedule your installation DISH Network requests 24-hour advance notice.
- **If applicable** - HD receivers require a subscription to the DISH Network minimum programming service of DishHD which is \$20.00 per month. This programming may require a second dish antenna based on geographical location, provided at no charge at the time of initial installation. If you have an HD receiver and don't subscribe to DishHD programming you will be charged a \$6.00 per month HD Enabling fee.
- **If applicable** - There is a monthly \$5.98 DISH Network DVR Service fee for each DVR receiver and HD DVR receiver.

Retail OE TCs Q1 2007.doc

PX1139-001

CONFIDENTIAL



011675
010442

DISH9-0007328
TX 102-010937

EXHIBIT 589

EXHIBIT 589

JA011676
010443

TX 102-010938

The Law Office of
CHAD AUSTIN, ESQ.

3129 India Street, San Diego, California 92103-6014
Direct (619) 297-8888 Cell (619) 992-7100 Fax (619) 295-1401

March 27, 2007

Via Facsimile Only

Total Pages Faxed: Six (6)

DANA STEELE, Esq.
Director and Senior Corporate Counsel
ECHOSTAR COMMUNICATIONS CORPORATION
9601 South Meridian Boulevard
Englewood, Colorado 80112-5905

Addressee contact numbers: D 303.723.1621 F 303.723.2571

Re: Telephone Consumer Protection Act matter
My client: James M. Kinder

Dear Ms. Steele:

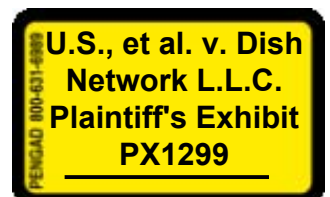
Enclosed please find the front and back page of the New Connect order dated 03/24/2007, certificate number CDG30510112.

The illegal prerecorded telemarketing call which precipitated this new contact order was made to my client's residential telephone number 858-551-8852 on March 20, 2007 and the call ended at 6:28 p.m. The telemarketer identified himself as Al Wilson with what he identified to be a Pilipino accent and who gave me account number 8255909557132369.

It appears that this illegal prerecorded telemarketing call was made by sales partner Dish Nation, erroneously identified on the installation order as DISH CENTRIC LLC followed by with what appears to be a Dish partner identification number of DCEN015.

It took my client some 2 hours on Saturday morning to try to trace down a legal entity of Dish Centric LLC. He finally connected the call to Dish Nation by the partner ID number of DCEN015.

PX1299-001



What is particularly maddening is that Al Wilson, when asked for his phone number, gave the 1-800-333-DISH telephone number, which was not his number. This technique is obviously employed to secret the identity of the unlawful telemarketing company.

The enclosed documents were provided to my client at a scheduled pretext installation meeting on Saturday March 24, 2007 at approximately 8:00 a.m. by technician 010548940.

Very truly yours,


Chad Austin, Esq.

CA:kk
Enclosures