

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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District Court No.
A-17-763397-B

JOINT APPENDIX

Vol. 51 of 85

[JA011732-JA011981]

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Report of the Special Litigation Committee of DISH Network Corporation and Appendices of Exhibits Thereto (Exs. 1-792; Appx. Vols. 1-50)	4-73	JA000739- JA016874	11/27/18
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 596

EXHIBIT 596

JA011732
010499

TX 102-010994

From: Musso, Reji <Reji.Musso@echostar.com>
Sent: Thursday, October 4, 2007 11:50 AM
To: Origer, Robb <Robb.Origer@echostar.com>; Werner, Bruce <Bruce.Werner@echostar.com>
Cc: Mills, Mike <Mike.Mills@echostar.com>
Subject: 10 04 07 Legal and RS Project Report.xls
Attach: 10 04 07 Legal and RS Project Report.xls

Unless you gentlemen have anything to add to this list, there has been little movement and no new items to add:

Affiliate Bus Rules draft is done, Jonathan has told me that he will get them out next week to Blum and RS for review.

Possible Now contract - no progress as Gowland is out.

Meetings scheduled to clarify the status of "fees" relative to QA for 10/25.

Meetign scheduled for "sting process" for 10/9.

Emily will look into SS Now and litigation - don't know if the NSG relationship with John Shahidi has any bearing on this ?????

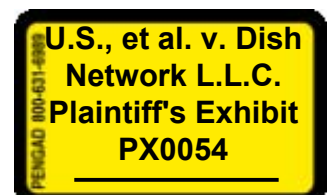
Ferron - Emily and I are meeting with Ben today to discuss indemnification

Draft submitted to Training for a facts blast relative to use of signage

Seems we are buttoned up for the moment...and if there is nothing else that you can think of, we can probably get an extra hour in our calendars today. Also, Jeff is out.

Thanks.

Reji



JA011733
010500

PX0054-001

Priority	Date Added to Report/Last Update	Project Description	Type	Assigned to:	Goal	Current Status/Date	Next Step/Date	Requested Date of Completion	Date Completed	Comments (RS)
		13 State AG (AVC Compliance)	Govt	All	Maintain compliance with Agreement (Disclosures)	10/17/06 - RS to create communication, tracking and reporting process related to pre-sale disclosures; RS to outline workflow to support process; Legal to provide final guidance on process expectations. CSC flow documented.	01/18/07 - RS needs clarification on complaints - every significant complaint or every complaint received by RS; As of 01/02/07, Dana, Chris Kuelling and Mark Cohen to discuss and determine further direction on compliance. Without this piece we cannot move forward.; Mtg. scheduled with Mike,Reji and Denise to discuss process on 3/7. We will mirror the process for TCPA for 17 disclosure issues, not all escalations, using ERT reports and DST written issues. DH will have process mapped by CSC w/e/o NO Feedback to CSC. Need to determine written volume and how to gather that information. Retailers will need to respond with "fix" to disclosure issue. 3/20/07 Marcie to provide notes from Mark Cohen re: tel conf w/ Dana, Chris Kuelling by 3/22. Determined that the requirement is for written complaints only. Marcie is fine tuning the report that will come to VI and a follow-up meeting will occur to discuss final process, including notification of retailers (Service Request option). Preparing PSD to request categories necessary to manage reporting functions. Met w/ Dana 2/3 to determine guidelines for PS Disc types. Can chng w/ promotions. Wrkng on PSD to work this project through Service Request. Legal rec'd cl fr CO AG re: AVC. CSC to furnish all info tracked to RS. RS to nogiry retailers. Still need to determine time frame for complaints (3 year/3 total) Marcie to compile complaints and get to RS. RS to nogiry retailers. Ultimately monthly and quarterly audits.	N/A	Ongoing	
		CSC Website - Complaint Form	RS	Marcie Metzger/Legal	Remove form from website	10/24/06 - Femove complaint form	01/23/07 - Update on whether form has been removed from site	N/A		
URGENT	Update 2/7/07	Muliti-State AG (31 State)	Govt	All	Respond to ongoing AG investigation	01/02/07 - Bruce Werner to send out request for retailer information to field; 01/26/07 - Request 4 wk resposne to RFP for AG; 01/29/07 - Request Regal and SSNetwork documents and information. 2/2/07 - Initial Response included 25 retailers. 2/7/07 Direction was to set up meeting to clarify Seibel fields.	01/23/07 - Response from field? 2/7/07 - Need to clarify expectations for next round for Retailers. WI furnish all TCPA compliance files by 2/21/07. 2/20/07 - files were completed for legal.	2/21/2007	2/23/07?	
		NC AG	Retailer (L)	All	Respond to ongoing investigation	01/02/07 - Satellite Systems Network (yourfreedish.tv)	Field indicates that all non-std info will be in Seibel "Activities" file	1/19/2007		
		Vermont AG	Govt	Reji	Respond to ongoing AG investigation	10/17/06 - Provide information on Satellite Systems Now	01/23/07 - Update on whether all information requested on retailer has been provided to Legal	1/19/2007	Ongoing	
		Indiana AG	Govt	Reji	Respond to AG ; provide retailer information if possible	12/27/06 - Reji to research 14 consumer complaints regarding Etech (telemarketer).	01/23/07 - Update on whether RS able to find any link to retailer and other complaints	1/12/2007	Ongoing	
		Tennessee	Govt	All	Respond to ongoing investigation	Done - provided list on 2/5/07	01/23/07 - Update on request	1/31/2007	Ongoing	
		Wisconsin AG	Govt	All	Respond to ongoing investigation	01/02/07 - Sent 69 consumer complaints to RS to investiage whether we can tie a retailer to TCPA violation	2/7/07 - Compiling info - research is done.	2/7/2007	2/9/2007	
		Mississippi PSU	Govt	Reji	Respond to Complaint	01/29/07 - Sent 5 complaints to RS for investigation.	2/7/07 - 5 complaints - JSR on 1 - haven't id'd others	2/5/2007		
		LA AG	Govt	Reji	ID Retailer					

Completed Tasks

1
PX0054-002

01/17/07
010501

Priority	Date Added to Report/Last Update	Project Description	Type	Assigned to:	Goal	Current Status/Date	Next Step/Date	Requested Date of Completion	Date Completed	Comments (RS)
		CO AG	Govt	Reji	Respond to ongoing AG investigation	12/08/06 - Compiled information on retailers identified in 170+ CO consumer TCPA complaints	01/02/07 - Provide information to CO AG	12/8/2006	12/26/2006	
1	3/19/2007	Vermont Requirements		Legal	Clarify expectations	Pending				
	3/22/2007	TN AG	RFI	Reji	Double check ph #s			Ongoing	3/9/2007	
	3/22/2007	MS - PSC	Investigation	Reji	Check on new claims	Done	TBD	Ongoing	3/23/2007	
	3/31/2007	FTC	RFI	Reji/Chrissy	Provide information	In process		Ongoing	4/4/2007	
		Alleman v. EchoStar	Litigation	Reji	Track Retailer Indemnification - American Satellite	12/27/06 - Requested information on American Satellite	01/22/07 - Send out indemnification letter.	1/16/2007		In process
		Mitchell	Litigation	Legal		TCPA Letters were sent to all retailers				
	3/20/2007	Hayes vs: Echo	Litigation	Legal, RS	Determine best management of case		Sky High misrepresented relationship with Echo in affidavit. Currently working on Discovery Requests. PROVIDE BY 4/6 COMPLAINTS IN STATE OF MI AND ANY COMMUNICATION/DISCIPLINARY ACTIONS. UPDATED DP FILE PROVIDED TO LEGAL ON 4/5. 4/3 DISCUSSION OF AFFIDAVITS W/ MIKE T. W/ MIKE MILLS AND REJI. MIKE T. DISCUSSING W/ JEFF BLUM.	4/4/2007	Case was settled.	
		Brian Pikkula, Echo, Marrik Dish		Legal, RS	Determine best management of case		Case settled. LM for David Strup, Marrik attorney requesting copy of settlement and/or update.			
	3/6/2007	Ferron	Litigation	Legal, RS	To share burden of expense in case	Bills currently being paid by E-Management	Wait discovery with Hydramedia to determine other retailers for indemnification requests 3/7/07 Bills submitted by E. Lowenstern in anticipation of discovery and identification of additional retailers for indemnification. 3/14/07 - Couple of options, E-Mgt can sit on bills until deposition by Hydramedia or Legal can pay bills and divide responsibility once other retailers are named. Once named indemnification letters will be sent. Research on all named retailers compd by Chrissy. Sent to legal 4/5. Mediation set for 6/12 in OH. Other ret id'd - DP, BMC, I-Diish - wl propose amendment to add them to lawsuit. Need indemnification and invite participation. Ltr to be drafted by Emily - run through Exec Team.	3/31/2007 is the anticipated date for scheduling Deposition.		
	3/29/2007	Schenyker	Litigation	Legal, RS		RS provided list of MN retailers as requested	Settled June 13, 2007	Ongoing		
		Cease and Desist Templates for Yellow Pages - Facts Blast	RS	Dana	Legal to provide to RS	12/19/06 - RS indicates retailers have already subscribed to Yellow Pages advertising	01/23/07 - Need to determine if the Facts Blast should still go out or wait until next fall (2007)	N/A		We cannot be sure when all of these renewals come up - sooner rather than miss a window. Anyway we can communicate directly with the publishers too?
		Third Party Retailer Relationships - Define Affiliate	RS	RS/Legal	Define the meaning of Affiliate, 3rd party and Vendor.	01/02/07 - Determine next steps.	01/23/07 - Need to determine if definition is limited to OB telemarketing only; Did David do this for us per our 01/19/07 mtg.?	N/A		
		Cease and Desist communication for trademark infringement misrepresentation	RS	Dana	Legal to provide to RS	01/09/07 - Dana to get soft copy of letter to Reji (Did this happen?) DH furnished numerous letters to assist in creating draft	2/13/07 - Template for yellow pages AND website ads	ASAP	2/14/2007	I believe that we have shared that this is for misuse of the DISH Network tradename in publications and on the web.

Completed Tasks

Priority	Date Added to Report/Last Update	Project Description	Type	Assigned to:	Goal	Current Status/Date	Next Step/Date	Requested Date of Completion	Date Completed	Comments (RS)
	1/18/2007	Facts Blast Re: Telemarketing	Legal	Reji	Draft Facts Blast with Update on Law w/websites for reference	01/18/07 - Pull research into draft - govt sites	01/22/07 - Cont. work on project			
	2/19/2007	TCPA Seminar Description	Legal for RS	Blum, Neylon, Origer	Description of seminar and invitation only (?)	2/16/07 - communicated need to Blum, Neylon, Origer		ASAP - Team Summit planning underway and need to know if seminar synopsis needs to be included		
	2/7/2007	Document Retention	Retail Services for Legal	Dana, Robb	Determine how/what to retain and where	Spoke about various means for retention - no decision	Meetings with "Records Champions" to determine what to retain and where			
	4/5/2007	Handouts - TCPA Team Summit Seminar	Legal and Retail Services	Denise/Reji	Provide supporting docs for TS					
		Communication to Retailers re: TCPA Terminations	Retailer (L)	Bruce/Reji	Communicate with retailers and the field to try and prevent doing business with the terminated individuals/entities	01/16/07 - Need update on communication on terminated retailers (United, Atlas, Global Wizards, NW Dish, Vekstar)	01/23/07 - Was Facts Blast sent? Press release to Sales and Distributors? RS to draft Facts Blast for Legal to review.	N/A		I don't know what they have requested, or if I do, I don't know it. Resend, please? NO ACTION WAS EVER TAKEN ON THIS ISSUE.
	1/17/2007	American Satellite	Retailer (L)	All	2/13/07 meeting to discuss business model and clean-up	\$10,000 penalty	2/14/07 -BW will prepare Credit Memo for \$10,000 penalty. 2/22/07 American provided termination letters sent to all lead gen companies. AmSat was fined. Letters provided for termination of lead gen relationships. Connection to Gift, Inc is unconfirmed - may be Thor Media, Inc.	2/20/2007		
	1/17/2007	Elephant Group (MG)	Retailer (L)	Brian Neylon	Clarification on Michael Todd phone call	MG settled with complainant.				
		United Satellite	Retailer (L)	Bruce/Reji	Collect information requested by NC AG	12/20/06 - Dana has file materials	01/02/07 - Need to know if Dana needs additional materials (do they exist); materials are needed for production to NC AG on 01/08/07.	1/2/2007		I don't know what they have requested, or if I do, I don't know it. Resend, please?
		NW Dish	Retailer (L)	Reji	Detail TCPA Complaints to date and determine how to further address continued complaints	12/12/06 - Requested information by 12/20/06	01/02/07 - Update on NW Dish for NC AG	N/A		They will be termed next week.
		Global Wizards	Retailer (L)	Reji	Detail TCPA Complaints to date and determine how to further address continued complaints	12/12/06 - Requested status on Retailer by 12/20/06 for report to CO AG; Retailer currently on hold, termination tbd	01/02/07 - Update on status of Global Wizards for NC AG	N/A		If no other action available, they will be termed with a 60 day for convenience.
		Sterling Satellite	Retailer (RS)	Reji	Detail TCPA Complaints to date and determine how to further address continued complaints	12/12/06 - Requested information by 12/20/06	01/19/07 - Update on Sterling investigation; update on fine/penalty; dump Katz and all affiliates; 01/19/07 - Prepare to report to Dmoskowitz	N/A	1/19/2007	In process
	1/9/2007	Satellite Promotions (OE Partner, Steve Rad)	RS	Reji	Bring retailer in compliance with tradename use	01/09/07 - Direct Promotions is Satellite Promotions? Using "Dish Network Promotions".	01/23/07 - Need to send Cease and Desist to retailer. Demonstrate with documentation that we do not know who this is. 2/14/07-Reji will provide documentation that confirms that we are unable to positively id this entity.	2/20/2007	3/14/07 - File provided to legal indicating that confirmation of entity currently undetermined.	
	1/17/2007	Dish Pronto	Retailer (L)	All	Track Retailer Information and Activity	01/17/07 - Report to Legal retailer status	01/19/07 - Prepare to report to Dmoskowitz	1/19/2007	1/19/2007	

Completed Tasks

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	1/17/2007	All Sat	Retailer (L)	All	Track Retailer Information and Activity	01/17/07 - Report to Legal retailer status	01/19/07 - Prepare to report to Dmoskowitz	1/19/2007	1/19/2007	
	1/17/2007	JSR	Retailer (L)	All	Track Retailer Information and Activity	01/17/07 - Report to Legal retailer status	01/19/07 - Prepare to report to Dmoskowitz	1/19/2007	1/19/2007	
	1/17/2007	Satellite Systems Network (yourfreedish.tv)	Retailer (L)	All	Track Retailer Information and Activity	01/17/07 - Report to Legal retailer status	01/19/07 - Prepare to report to Dmoskowitz	1/19/2007	1/19/2007	Another puzzle.
	1/17/2007	American Satellite	Retailer (L)	All	Track Retailer Information and Activity	01/17/07 - Report to Legal retailer status	01/19/07 - Prepare to report to Dmoskowitz	1/19/2007	1/19/2007	
	1/17/2007	Elephant Group (MG)	Retailer (L)	All	Track Retailer Information and Activity	01/17/07 - Report to Legal retailer status	01/19/07 - Prepare to report to Dmoskowitz	1/19/2007	1/19/2007	
		Third Party Retailer Relationships - Define Affiliate	RS	RS/Legal	Define the meaning of Affiliate, 3rd party and Vendor.	01/02/07 - Determine next steps.	01/23/07 - Need to determine if definition is limited to OB telemarketing only; Did David do this for us per our 01/19/07 mtg.?	N/A		
		Retailer Non-Compliance Fines	RS	Brian/Rob b	Determine how fines collected for compliance violations are addressed	01/02/07 - Determined a spearte fund should be established.	01/23/07 - Report on whether fund has been established.			
	3/6/2008		Retailer (L)	Mike and Reji	Eliminate unauthorized use of SS #	Consumer Lopez and multiple unsolicited hits with her SS #	3/6/07 - Need to document procedures to demonstrate that little can be done to stem ss# usage. Need to engage w/ Shannon to determine prevention of using repeat cc #s.			This is not a RS issue.
	3/13/2007	JSR Enterprises	Retailer (L)		Possible cease and desist	Received 2 allegations for them since termination-need to clarify actual date reported	TBD			General consensus - someone representing selves as JSR.
		Specific TCPA contact for every OE partner	RS	Reji/Mike Mills	Update current contact information (provided by OE partners) for notice (email, address and name)	11/28/06 - Agenda item	01/23/07 - Update on status	N/A		Done (just fax info? Did we get address, phone etc for distribution to consumers?)
		POE Notices for DNC complaints	RS	Reji/Mike Mills	Encourage compliance with POE notices	11/14/06 - Do we need an additional penalty for failure to comply with POE notice (fine?)	01/23/07 - Update on discussion (still talking about matter on 01/02)	N/A		Maybe not a rule, but certainly a consistent approach to those who fail to comply.
		Retailer Non-Compliance Fines	RS	Brian/Rob b	Determine how fines collected for compliance violations are addressed	01/02/07 - Determined a spearte fund should be established.	01/23/07 - Report on whether fund has been established.			
	4/30/2007	Cease and Desist Letter for KATZcomm.net	Legal	Reji/Dana	To notify vendor of inappropriate use of DISH Network name	Pending legal ok to send	Ltr finalized and sent 5/16 cert/ret rec... Copy e-mailed on 5/21-rec'd immediate response and 1st page of site shut down.	5/2/2007	5/16/2007	
	5/17/2007	Facts Blast	Retailer (L)		Determine if Echo should engage in recommendations with retailers and their 3rd party contracts					
		Communication to retailers re: Yellow Page and domain names	Retail Services for Legal	Reji	Communicate a reminder regarding DISH Network misrepresentation in phone books/internets	In legal with Jon Frank. To be reviewed by DS.	NOT COMPLETED - DUPLICATE	4/5/2007		
		Third Party Retailer Relationships - Agreement	RS	RS/Legal/ Bruce	Clarify expectations for the Third Party Agreement	12/19/06 - Agreement has been approved.	01/23/07 - Determine the order of priority for this project; See notes on mtg. with Dmoskowitz. BW to compile notes and action items.	2/27/2007		
		Third Party Retailer Relationships - Define lead generation/affiliate	RS	RS/Legal/ Mike Mills	Need to come to a decision as to what constitutes "lead generation"; Need to determine what E* will permit in terms of third party lead generation	12/29/06 - Undetermined 2/7/07 - Working on business rules	01/23/07 - Determine deadlines and next steps	N/A		

Completed Tasks

Priority	Date Added to Report/Last Update	Project Description	Type	Assigned to:	Goal	Current Status/Date	Next Step/Date	Requested Date of Completion	Date Completed	Comments (RS)
	2/19/2007	Call monitoring - confirmation calls for disclosure	Legal for RS	Blum, Origer	Acknowledgment that a confirmation at end of sales call will be satisfactory in covering disclosures	2/16/07 - David M. intimated that it was okay - it came up again in the Sterling mtg as ok.	Need confirmation from legal.			
		On Site Monitoring - FSDR's	RS	Reji/Robb	Monitor Retailer call centers by FSDR in person for compliance with TCPA and Trademark Agreement	11/28/06 - Reji met with James Jacobsen, CSC QA and Legal (Denise) regarding on site monitoring; 01/02/07 - Reji to report on status of FSDR access to network and wireless solution to laptops; also need training to FSDR; need to compile list of all call centers and locations to organize. As of 2/14, ready to go in MW and remaining regions by 3/31/07.	01/23/07 - Problem appears to be a budget issue; Robb to check on status. 2/14/07-Approval on letter by BN. 2/15/07 approval obtained. Letters went out to MW Region 2/17/07. 2/20/07 - Letters to remaining OE Partners by 3/2 in Regional Roll-out. 2/23/07 - all letters were faxed, still need follow-up e-mails. 2/2/07 - Legal is assisting with verbiage for FSDR docs. 3/13/07 West will be rolling week of 3/12. Other regions to follow next two weeks. Training is completed, rollout is ongoing - region by region. End of May meeting planned to cover status, reporting, regular calibrations. ROUND TABLE MEETING SCHEDULED FOR 6/7/07 TO DISCUSS PROJECT, REPORTING, OBSTACLES, ETC.	Ongoing		Have run into a brick wall with the training piece. Have escalated to Robb.
	2/2/2007	Determine user list	RS	Brian, Mike	Determine which partners/retailers will have access	Meeting scheduled for 2/7/07	Initially to OE Partners only.			
	2/2/2007	Refresher course for uploads and access	RS	Bruce, Reji	Prepare for uploading list and adding approved users.	Meeting scheduled for 3/13/07 w/ BW and RM.	Ongoing. USING SR FOR PROCESSING MAY ELIMINATE THIS REQUIREMENT.			
		Mitchell, Jeffrey	Legal	Reji	Consumer complaints identified as potential litigation; monitor complaints and notice to retailers	12/29/06 - Letters to be sent to retailers, in the works	01/09/07 - Update on status of letters - all sent 1/17/07	N/A		
		Fisher, Gregory	Legal	Reji	Consumer complaints identified as potential litigation; monitor complaints and notice to retailers	12/29/06 - Letters to be sent to retailers, in the works	01/09/07 - Update on status of letters - all sent 12/28/06	N/A		
		Olive, Bob	Legal	Reji	Thinks Atlas Assets is calling him.	POE Notice was sent out again.	As of 6/4/07 - no new reports	Ongoing		
	5/17/2007	Moe, Feng	RS/CSC	Reji	Stop calls	Investigation	Gary Chang with TMS is going to attempt a "sting" due to the "seller" using his name. Did attempt to contact Mr. Moe, but was hung up on. WI send a ltr to consumer. Not sure if CSC wants TMS to respond to BBB and copy us. Chinese complaints have increased - international is getting them too. CSC has 2 outstanding stings with Chinese complainants. A sting linked the sale to another partner. MMills was working with the partner to gather information surrounding the sting. Information on EBN was provided to Mr. Moe - letter being generated to EBN.			
	3/29/2007	Hammond (MN AG)	Legal	Reji	Stop calls	Sent to DP	unable to find any record of a call to this consumer.	4/5/2007		
	3/19/2007	SD PUC	RFI	Legal, RS	To gather requested information		Complete for now	3/16/2007	Ongoing	

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	5/1/2007	IN-AG	Inquiry/Notice	Denise/Reji	Violated Home Solicitation Act/Stampede Mktng as our "Agent."	Response Pending	Response due fr legal 6/1/07. Termination letter for Stampede in legal for approval.	Ongoing		
	3/29/2007	Schenyker	Litigation	Legal, RS		RS provided list of MN retailers as requested	Settled.	Ongoing		
	6/20/2007	Termination - Stampede Marketing	RS	Legal	To approve termination of retailer	Termination letter is with legal	TBD	ASAP		
	6/20/2007	Termination - Dish Central	RS	Legal	To approve termination of retailer	Termination letter is with legal		ASAP		
	6/20/2007	Approval to use e-mail and word doc communication for pre-sale disclosures pending PSD approval and implementation	RS	Legal	OK needed prior to sending out to retailers.				7/10/2007	
	7/12/2007	MS-PUC	Inquiry/Notice	Denise/Reji	Identify retailer	RS is researching 866-916-4555				
		Third Party Retailer Relationships - Facts Blast	RS	RS/Legal/Reji	Facts Blast to Retailers requesting 3rd party information	11/28/06 - Response to request is minimal	01/23/07 - Need to determine if a second Facts Blast should be sent; 01/16/07 - After Retailer chat on 01/16/07, prepare Facts Blast prohibiting use of affiliates for OB telemarkeing only (t/b/d). Facts Blast to indicate 3rd party affiliates to follow all laws and tell E* who affiliates are. We continue to say O/B telemarketing is acceptable as long as it follows letter of the law. SHOULD WE SEND TO ALL RETAILERS OR THOSE WHO EXCEED THE 150 SALES/MO TARGET. ASSIGNED TO REJI. / Should this be a Facts Blast to all retailers? Not sure. Should we define those who probably use affiliates as David M. had suggested as 1an average of 150 activations per month?			
	6/14/2007	C & D for mysattv.us	RS	TBD	To put Global IT Vision on notice and have them remove E* name.	Using Echostar Communications as client	TBD			
	6/6/2006	Quad City	Retailer (L)	Legal	Cease and Desist - flipping customers		3/6/07 - did not discuss. 3/13/07 Copy of file to DH who will provide to Joe Boyle for cease and desist then we "sue" letter. 3/22/07 - Info was provided to outside counsel.			
	2/14/2007	Call monitoring - summary of project initiatives	Retail Services for Legal	Reji	To provide legal (David) with synopsis of all individual initiatives	2/14/07 - pending	2/20/07 - need to get draft completed.	3/6/2007		
	6/20/2007	Sharing affiliate information with OE Partners	RS/Legal	TBD	Request from partner to share terminated affiliate list	TBD				
		Wallace, Melissa	Legal	Reji	Consumer complaints identified as potential litigation; monitor complaints and notice to retailers	11/14/06 - Call log compiled of consumers 34/35 complaints; Letters to be sent to all retailers identified.	01/09/07 - Update on status of letters. 2/2/07 - 2 letters still need to be sent.	3/14/2007		

Completed Tasks

Priority	Date Added to Report/Last Update	Project Description	Type	Assigned to:	Goal	Current Status/Date	Next Step/Date	Requested Date of Completion	Date Completed	Comments (RS)
	6/7/2007	Communication to retailers regarding use of Pakistani call centers and affiliates	RS/Legal	TBD	Eliminate risk factors associated with the generation of business through these channels.	TBD	TBD	ASAP		
	6/20/2007	Brooks, Neil	Legal	Reji/Denis e	Thorough investigation	Notified EG via e-mail.	Letter sent 6/22/07 - rec'd e-mail from Dale Motyl 7/16/07 - just ret'd from vacation. WI provide detailed explanation. Response received - MG did call because their DNC file was corrupted. They now use PossibleNow. MG called and apologized, Mr. Brooks was unaccepting. They have removed him from call and mailing lists. (7/23/07)			
	7/16/2007	Redmond, Scott	Legal	Reji/Denis e	Investigate allegation	Notified EG via e-mail.	Sent e-mail and fax 7/12/07. Resent 7/16/07. Will research and get back to us. Formal letter sent 7/19/07 Response received. Promotions were changed at time of installation. MG info was correct at point of sale.			
5	7/19/2007	ND AVC with Dish Centric, LLC				Settlement - \$2000 \$1000/violation	ND is part of 31 state - it is recommended that we bring retailer in for discussion and business decision.			
8	7/16/2007	Pikkula, Brian	RS	Reji		Notified American Satellite via e-mail. Settled. Settlement letter provided to legal.	Complaint is alleged from 2005. Am Sat needs to clarify.			
		Alleman	Litigation - American Satellite	Legal, RS		Indemnification complete and AmSat taken off hold. Negotiations underway. 6/7/07 - no new information on settlement.	Meeting w/ Emily, Mike O and AmSat to discuss settlement options. Negotiations underway.			
	8/16/2007	IN AG	RS	RS/Legal	Research complaints and report back to AG	Compliance Team is researching	Provide comprehensive report to Legal	2/29/07		
		SD PUC	Legal	Legal / RS						

EXHIBIT 597

EXHIBIT 597

JA011741
010508

TX 102-011003



FACTS BLAST

IMPORTANT NOTICE

Unauthorized Retailer Use of Third Party Lead Generation and Customer Acquisition Services

October 10, 2007

Dear DISH Network Retailer,

We are distributing this Important Notice as a follow-up to communications earlier this week that Newport Satellite Group and Inkor Satellite Inc. were terminated as retailers for violation of our policies regarding lead generation and customer acquisition tactics. Through our retailer monitoring efforts, we have become aware of certain business organizations that may be using improper, and potentially unlawful, means to provide lead generation and other customer acquisition services to DISH Network retailers.

The table below contains information that we have collected with respect to these business organizations:

ORGANIZATION NAME	KNOWN CONTACT NAMES OR ALIASES	KNOWN CONTACT E-MAIL(S) AND IP ADDRESS(ES) USED	KNOWN LOCATION(S)	KNOWN TELEPHONE NUMBER(S)
Five Star	Mazahir Abbas, Owner Karar Hussain, Manager	mm_abbas@hotmail.com fivestarnetwork@hotmail.com	Office 5, 3rd Floor Japan Center Lahore, Pakistan	732-387-4443
Fasttech Fasttech BPO & GreenBiz Communication (Pvt). Ltd.	Farooq Ahmed, Operations Manager	Farooqahmed81@gmail.com	11 Rahat Park Samanabad Lahore, Pakistan	714-786-8141
Hablattel	Carlos Guzman, Owner	carlos@guzman.us IP:201.116.206.83	Hermosillo, Mexico	949-596-6019
Monumental	Ramiro Alvarez, Owner	ramiroalvarez@patagoniaenterprises.com IP:190.16.111.57 IP:201.231.24.55 IP:67.101.238.149 IP:200.41.48.22	Cordoba, Argentina	909-465-6633
OBS	Manfred Kissling, Owner	mkissling@obsamericas.com IP:201.199.192.110	San Jose, Costa Rica	506- 519-6700
Simarco	Mauricio Sol, General Manager	m.sol@simarco.com.sv IP:66.249.198.162 IP:190.53.118.80	San Salvador, El Salvador	503-2-210-1100
ACE	Irving Tacher, Owner	itacher@hotmail.com IP:201.143.77.149 IP:201.116.206.83	Tijuana, Mexico	714-277-4274

DEFENDANT'S
EXHIBIT
DTX-947

ORGANIZATION NAME	KNOWN CONTACT NAMES OR ALIASES	KNOWN CONTACT E-MAIL(S) AND IF ADDRESS(ES) USED	KNOWN LOCATION(S)	KNOWN TELEPHONE NUMBER(S)
JVP Communications	Ruben Rosas, Owner	rrosas@abeconsultingserviccs.com	Tijuana, Mexico	619-565-1139
New Era	Mario Diaz, Owner	josemario_diaz@hotmail.com	Tijuana, Mexico	52-1-664-305-3707
Quodm Outourcing	Sergio Martinez, Owner	sergiog@quodm.com	Tijuana, Mexico	619-564-4420
Rio Cuarto	John Shahidi Sam Shahidi	john@xsatellite.com sam@xsatellite.com	Chile	949-861-4949

None of the business organizations listed in the table above are affiliated with EchoStar Satellite L.L.C. ("EchoStar") or any of its Affiliates and have not been authorized by EchoStar to perform any lead generation or customer acquisition services on behalf of any DISH Network retailer.

Please be advised that your EchoStar Retailer Agreement and/or EchoStar Satellite L.L.C. Distributor Retailer Agreement (as applicable, your "Retailer Agreement") prohibits you from using any independent contractors, subcontractors, Affiliates, agents, sub-agents or any other persons not employed by you ("Third Parties") to fulfill any of your obligations under your Retailer Agreement without EchoStar's specific prior written consent. Your use of any Third Parties (including without limitation those business organizations listed in the table above) for such purposes without EchoStar's specific prior written consent constitutes a breach of your Retailer Agreement and may result in termination of your Retailer Agreement. Any such termination is without prejudice to any and all other rights that EchoStar may have, whether arising at law, in equity, under contract or otherwise, all of which are hereby expressly reserved.

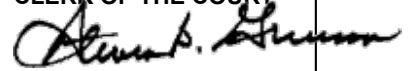
Your Retailer Agreement also requires you to comply with all Laws, including without limitation all telemarketing/do-not-call laws. Failure to comply with all Laws could, among other things, lead to the termination of your Retailer Agreement, subject you to civil liability, and obligate you to defend and indemnify EchoStar in any lawsuits brought against EchoStar in connection with such activities.

If you have worked with any of the organizations listed in the table above, or if you have knowledge of an individual or company that you believe may be involved in improper or unlawful activities related to the marketing, promotion or solicitation of orders for DISH Network Services or Hardware, please let us know by sending any pertinent information to vendorinquiries@echostar.com.

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

If you have any questions about this Facts Blast, please contact your Hardware Provider or Retail Services.

Thanks for supporting DISH Network!



1 **APEN**

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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 37 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>
598	10/26/2007	Email from B. Werner to K. Knight et al.	10511
599	11/09/2007	Email from B. Davis to R. Munger	10515
600	12/10/2007	Email from R. Bangert to B. Davis et al.	10519
601	12/10/2007	J. Blum to N. Downey et al.	10535
602	12/14/2007	Mater Services Agreement with PossibleNow	10537
603	03/14/2008	Email from M. Fletcher to L. Goodhart et al.	10596
604	04/08/2008	Email from B. Werner to B. Van Emst	10599
605		INTENTIONALLY OMITTED	10601
606	07/22/2008	Email from B. Werner to R. Musso	10603
607		INTENTIONALLY OMITTED	10605
608	09/05/2008	Email from S. McElroy to B. Werner et al.	10607
609	09/16/2008	Email from R. Musso to B. Van Emst	10610

DATED this 28th day of November 2018.

By /s/ Robert J. Cassity

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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 37 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 598

EXHIBIT 598

JA011747
010511

TX 102-011009

From: Werner, Bruce </O=ECHOSTAR COMMUNICATIONS
CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=BRUCE.WERNER>
Sent: Friday, October 26, 2007 11:39 AM
To: Knight, Kathy <Kathy.Knight@echostar.com>; Voorhies, Christina
<Christina.Voorhies@echostar.com>; Origer, Robb <Robb.Origer@echostar.com>
Subject: RE: Cactus dup ccn records
Attach: Partner Contact Sheet 100807.xls; Center Contact Sheet 102207.xls

We'll get working on the data you provide as soon as we can.

Center information is attached.

Thanks

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

CONFIDENTIAL - SUBJECT TO ATTORNEY / CLIENT AND WORK PRODUCT PRIVILEGES

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

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

From: Knight, Kathy
Sent: Friday, October 26, 2007 8:44 AM
To: Werner, Bruce; Voorhies, Christina; Origer, Robb
Subject: Re: Cactus dup ccn records

I will send you another 390 records with dup ssn for your audit as well..Minna should have automated dup acct analysupis ealky next week.

I don't diisagree we can't jump to concl, but as with Newport and others, we need to be aware of these indicators and do appropriate analysis.

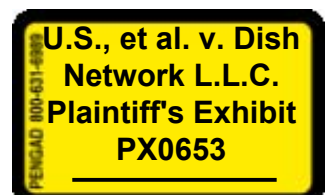
can you send me their call center info for our files?

My heavy hitters on ssn dups are sterling at 8600, newport at 10800 (surprise), dow, dupl at 2600 each, and rsi at 2300. Cvs and sat sol come in around 1200 each, then we drop to sbvs, am wireless, mguru anc cactus at 350-500 each. Still more work neded on this, but these are prelim numbers with appx 35000 across entire indirect channel.

Kathy Knight

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

From: Werner, Bruce
To: Origer, Robb; Knight, Kathy; Voorhies, Christina
Sent: Thu Oct 25 17:42:25 2007
Subject: RE: Cactus dup ccn records



JA011748
010512

PX0653-001

Confidential U.S. v. DISH

DISH5-0000125143
TX 102-011010

I don't know if we should be focusing on only the two questions: Are they creating duplicate accounts or creating fictitious credit files. It is more complex.

We had a conversation with Shawn Portella and Joe Sucharda of Cactus last week.

The purpose of the call was to ask questions. We asked about potential dupes, Latino marketing, Call Centers they use or have used as well as possible recent changes in business operations.

We are seeing some activity in the Equifax Exchange reports. Our interpretation of the data has changed so I'm not willing to point a finger to a retailer based on a large number of previous qualification attempts without understand what retailer was connected to the previous qual.

We also see some evidence of duplicate accounts. In the Exchange this tool, this data may be related to former, Wild Blue or Alliance accounts rather than simple duplicates. We have not initiated a duplicate audit on Cactus Concepts.

They shared the names of their call centers, contacts, locations, status and the name of their call center aggregator, Becky Adler of Call Services LLC.

They have implemented controls that they believe will help avoid problems. These include Verification of seats and hours, better training, recording of all calls, mystery calls and developing their own order management system that is not DISH Star or Sat Tracks.

They are willing to provide logins by agent, caller IDs for all centers, upload calls to our FTP site for QA, and share all IP addresses.

They are willing to help us with anything we need in any investigation and have demonstrated so. I believe they will in the future.

We had a state AG TCPA complaint which was settled with comments from two different regulatory agencies commending the participation of this partner.

We know we have a hole in the OE tool that allows the same CC to be reused. We have been inconsistent enforcing this in the past. With the proper coaching this may be an appropriate partner to work with. I don't think we can cut the rope at this time without asking more questions.

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: Origer, Robb
Sent: Thursday, October 25, 2007 10:09 AM
To: Knight, Kathy; Werner, Bruce; Voorhies, Christina
Subject: Re: Cactus dup ccn records

What # per card - what is concentration of activity

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

From: Knight, Kathy
To: Werner, Bruce; Voorhies, Christina
CC: Origer, Robb

PX0653-002

JA011749
010513

Confidential U.S. v. DISH

DISH5-0000125144
TX 102-011011

Sent: Thu Oct 25 10:04:50 2007
Subject: Cactus dup ccn records

Here are the records we identified as potential ccn issues for Cactus Concepts.

For Jan – Jul, Cactus activated 653 accts assoc with dup ccn (1.4% of total dup records identified across all retailers) out of a total of 1882 activations they generated; for Aug – Sep, Cactus identified 1409 accts assoc with dup ccn (8.8% of total dup records reviewed across all retailers) out of a total of 4014. In total, this represents 2062 questionable quals out of 5896 activations for Jan – Sep, or 35% of their total transactions.

You will see this is comprised of a number of cards with very high transaction levels, as well as multitude of cards with low transactions levels.

Where are we on the audit of Cactus? Are they generating dups or are they just creating fictitious credit files? Are they on hold? This, combined with the unusual Equifax hits, makes me quite suspicious that the majority of activity for them is fraudulent. While there may be some other explanation (and I can't wait to hear it), I don't think their business model is what we are looking for!

<<cactus dup ccn.xls>>

Kathy Knight
EchoStar Communications
720-514-5377
303-250-1301 (cell)
email: kathy.knight@echostar.com

PX0653-003

JA011750
010514

Confidential U.S. v. DISH

DISH5-0000125145
TX 102-011012

EXHIBIT 599

EXHIBIT 599

JA011751
010515

TX 102-011013

From: Davis, Bob
Sent: Friday, November 9, 2007 10:35 PM (GMT)
To: Munger, Robert <robert.munger@echostar communications corp.com>
Subject: RE: Tahira Sial: 719.488.5649: privilege

Rob,

We have completed our investigation into the problems with this call. In the investigation, we were able to determine there were multiple points of failure.

- The message that was dialed contained what could be considered a "sales pitch" which is a possible violation of our business rules and TCPA. This occurred as a result of a failure in our screening process. Our process typically is to review each message to be sure we are within TCPA guidelines. Going forward, we will require all messages to be approved by at least 2 members of the Outbound Operations Team based on guidelines from legal.
- The service the message was loaded did not have the appropriate filter attached which caused the campaign to be dialed continuously and customers received multiple calls regardless of the previous calls result. We will be updating standard operating procedures to reflect this important step and implement a pre-dial audit.
- The customer in question was on our internal DNC, yet received a sales call. This occurred as a result of our standard procedure to not scrub auto messages. We also have a standard procedure that we will not dial any auto message that contains a sales pitch which allows the "no scrub" procedure to exist. We will be updating our guidelines and implementing an "audited by" step in our process to confirm the message has been approved.

Based on this investigation, we have determined that all breaks were caused by human error and that there were no Concerto or Pdialer problems that can be attributed to this issue.

Let me know if you have questions.

Thanks,
Bob D

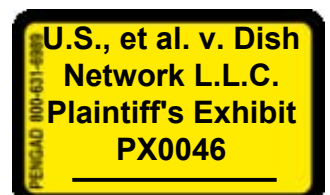
From: Munger, Robert
Sent: Thursday, November 08, 2007 9:42 AM
To: Davis, Bob
Subject: FW: Tahira Sial: 719.488.5649: privilege

From: Faucett, Monte
Sent: Wednesday, November 07, 2007 4:19 PM
To: Munger, Robert
Subject: RE: Tahira Sial: 719.488.5649: privilege

Indus was a free music preview for the Hindi Programming package I believe.

Monte Faucett

Outbound / E-Care Operations
CSC Administration & Management



JA011752
010516

PX0046-001

Confidential-US v. Dish

Dish-00006063
TX 102-011014

From: Munger, Robert
Sent: Wednesday, November 07, 2007 4:16 PM
To: Faucett, Monte
Subject: RE: Tahira Sial: 719.488.5649: privilege

What is INDUSM/INDUSV?

From: Faucett, Monte
Sent: Wednesday, November 07, 2007 4:14 PM
To: Munger, Robert
Subject: RE: Tahira Sial: 719.488.5649: privilege

Yes – since March 10, 2006. Interesting that PDialer did not filter out this number.

<< image001.jpg@01C82159.F8A49240 >>

Monte Faucett

Outbound / E-Care Operations
CSC Administration & Management
(303) 723-1388

From: Munger, Robert
Sent: Wednesday, November 07, 2007 4:10 PM
To: Faucett, Monte
Subject: RE: Tahira Sial: 719.488.5649: privilege

Is the number on our internal DNC list? If so, when was it added?

From: Faucett, Monte
Sent: Wednesday, November 07, 2007 3:54 PM
To: Munger, Robert
Subject: RE: Tahira Sial: 719.488.5649: privilege

Looks like recently they were dialed on the free preview weekend of Zee Sports. This was the large campaign you had us stop dialing in the middle of the list.

<< image002.jpg@01C82159.F8A49240 >>

Monte Faucett

Outbound / E-Care Operations
CSC Administration & Management
(303) 723-1388

From: Munger, Robert
Sent: Wednesday, November 07, 2007 3:36 PM
To: Faucett, Monte
Subject: RE: Tahira Sial: 719.488.5649: privilege

Any updates?

PX0046-002

JA011753
010517

From: Faucett, Monte
Sent: Wednesday, November 07, 2007 8:18 AM
To: Munger, Robert
Subject: RE: Tahira Sial: 719.488.5649: privilege

The DB is currently being updated. I will have your results as soon as the update is complet.

Monte Faucett

Outbound / E-Care Operations
CSC Administration & Management
(303) 723-1388

From: Munger, Robert
Sent: Tuesday, November 06, 2007 11:01 AM
To: Faucett, Monte
Subject: FW: Tahira Sial: 719.488.5649: privilege
Importance: High

Could you pull the records?

From: Pastorius, Emily
Sent: Tuesday, November 06, 2007 11:00 AM
To: Munger, Robert
Cc: Berridge, Kimberly
Subject: Tahira Sial: 719.488.5649: privilege
Importance: High

PRIVILEGE

Rob: were you able to determine if and why we called this phone no. in 2006-2007? It appears to be on our internal DNC list. If you have completed your research, can you call Kimberly Berridge to discuss? Much appreciated. We have the Colorado AG waiting for a response (from legal) on this one.

Emily V. Pastorius
Corporate Counsel
9601 S. Meridian Blvd.
Englewood, CO 80112
✉ emily.pastorius@echostar.com
☎ (720) 514-5721 Direct
☎ (720) 514-8450 Direct Fax

Mailing Address:
P.O. Box 6655
Englewood, CO 80155

ATTORNEY/CLIENT AND WORK PRODUCT PRIVILEGES MAY APPLY/
DO NOT DISCLOSE WITHOUT THE PRIOR CONSENT OF GENERAL COUNSEL

<<
image001.jpg (6.0KB)
image002.jpg (24.3KB)
(30.3KB)
>>

PX0046-003

JA011754
010518

Confidential-US v. Dish

Dish-00006065
TX 102-011016

EXHIBIT 600

EXHIBIT 600

JA011755
010519

TX 102-011017

From: Bangert, Russell <Russell.Bangert@echostar.com>
Sent: Monday, December 10, 2007 11:22 PM (GMT)
To: Davis, Bob <Bob.Davis@echostar.com>; Faucett, Monte
<Monte.Faucett@echostar.com>; Montano, Joey <Joey.Montano@echostar.com>
Subject: Timeline Information
Attach: 02 06 06 TM Vendor Policy.doc;02 06 06 Telemarketing Compliance Process
(2).doc;02.06.06 Proposed DNC Policy (for publication).doc;01.23.06 DNC
Procedure.doc;Do Not Call Escalation.vsd

Sirs:

I have attached a timeline of events as you requested. Again, if there is anything else you are looking for please let me know. I've also attached documentation I still have that I thought might be of use to you.

Thank you.

Timeline of DNC Events

1998 – Telemarketing at EchoStar Begins with Manual Calling
1998 – DAVOX Dialer is purchased, first predictive dialing beings
1998 – PDialer system is developed.... Internal DNC list established
1999 – Direct Communications – Telemarketing outsource vendor is brought online
2000 – Bluefield Call Center is acquired – Non-Customer telemarketing begins
2001 – E-Share Dialer is purchased
2001 – EchoStar begins buying state published DNC lists.
2001 – EchoStar publishes its first Do Not Call policy
2002 – EchoStar builds its Do Not Call database

August 2003 – EchoStar begins subscription to federal DNC list
August 2003 – EchoStar begins managing abandonment rates to 3% (per campaign per day), and broadcasting Caller ID
September 2003 – First national DNC list becomes effective
September 2004 – Federal DNC list subscription renewed
September 2005 - Federal DNC list subscription renewed
April 2006 – DNC responsibilities transitioned to Matt Cohen and team



EchoStar Satellite, LLC
Do Not Call - Telemarketing Vendor Guidelines

Set forth below are the EchoStar Satellite, LLC ("EchoStar") Telemarketing Vendor Guidelines whereby vendor shall adhere to and maintain the following EchoStar "Do Not Call" ("DNC") policy rules.

Vendor recognizes that it has a legal and regulatory obligation to respond to consumer requests when the consumer expresses a desire to be removed from EchoStar calling lists in an expeditious manner.

Vendor recognizes that it is obliged to forward the consumer's request to EchoStar on whose behalf the call was made.

Vendor shall subscribe to the following:

- Honor individual consumer requests not to receive future solicitations from EchoStar and follow EchoStar process and procedure for removal ("Do Not Call") service;
- Adhere to State number-removal ("Do Not Call") laws when applicable.
- Adhere to Federal number-removal ("Do Not Call") laws when applicable.
- Subscribe to the National Wireless Block Identifier File to ensure that we do not place calls to wireless devices;
- Subscribe to the Wireless Ported Number (Nuestar) list to ensure that Vendor does not call telephone numbers that have been ported to wireless devices.

(Note: it is against FCC regulations to call any wireless device. What are we doing about this?)

Vendor Procedures:

1. If during a telephone solicitation an adult member of the household specifically requests that Vendor not contact a particular telephone number again, Vendor will tell the consumer that we will comply with the request immediately. The Vendor shall disposition the call according to EchoStar policy to ensure that the consumer's telephone number will not be called again.
2. The following steps will be taken whenever a DNC request is received as part of an inbound or an outbound campaign:
 - a. Immediately tag that telephone number so that it will not be called again;
 - b. Add that telephone number to the Vendor company-specific DNC list within 24-hours, as part of the overnight cycle; and
 - c. Forward that telephone number to EchoStar for inclusion in its company-specific DNC list.

3. During the overnight cycle, Vendor will remove, from all other campaigns, all DNC requests received during the prior day. This will ensure that all consumer DNC requests during the prior day are removed from all campaigns.
4. In addition, campaigns that have been removed from the centers and archived, must be scrubbed against the current EchoStar DNC list, the current state and national "Do Not Call" lists, the current National Wireless Block Identifier File and the Wireless Ported Number (Neustar) list prior to re-starting the calling effort.
5. If the telemarketing campaign is directed to current customers of EchoStar, EchoStar will authorize Vendor to call records that are on the National DNC Registry, or a State DNC Registry.
6. EchoStar agrees to remove telephone numbers from its DNC database that do not meet the Established Business Relationship ("EBR") criteria, as well as all tagged wireless telephone numbers.
7. Vendor will not add tagged leads from EBR campaigns without explicit authorization from the EchoStar.
8. Vendor will prepare a list of all customer telephone numbers tagged with "Do Not Call" status in the previous day. A daily report will be sent to EchoStar each day with the list of newly tagged DNC numbers for that day's calling activity. The list will be clearly identified as a "Do Not Call" file.
9. If a consumer requests written confirmation that their telephone number has been entered into "Do Not Call" status and/or complained about the way his/her request was processed, Vendor will forward said consumer requests to EchoStar with 48 hours of said request.
10. At the conclusion of each campaign, Vendor will provide to EchoStar a list of all the customers contacted on their behalf and those who have requested that their telephone numbers be placed into "Do Not Call" status. The list is clearly identified as a "Do Not Call" file.

EchoStar Satellite, LLC
Do Not Call - Internal Process

Set forth below is the process whereby “Do Not Call” (“DNC”) requests are maintained in the EchoStar Satellite, LLC (“EchoStar”) DNC database. The DNC database currently stores three major types of lists: Federal DNC list, and any state issued DNC list, and EchoStar’s internal DNC list.

I. Subscriptions and List Downloads:

- a. All subscriptions to applicable Federal and State DNC lists are managed by EchoStar’s DNC Compliance Manager who is required to ensure that EchoStar has downloaded the latest version of all applicable DNC lists according to the schedule created by each list’s creator’s direction.
- b. Any and all lists downloaded by EchoStar is not be shared with any other party for any reason. These lists are not be used for any purpose other than being appended into EchoStar’s DNC database.

II. Do Not Call Storage:

- a. Each record is date and time stamped as to when the request was received, contains the phone number suppressed, and the expiration date of the request.

III. Storage of Call History:

- a. Each dialer used to dial EchoStar customers or consumers on EchoStar’s direct behalf shall produce a daily “Feedback File” containing the result of each dial attempt each day.
- b. The feedback file information is loaded in the EchoStar’s master DNC database either automatically or manually.
- c. The Compliance Manager is responsible for ensuring this data is appended each day.

IV. List Scrubbing:

- a. Any list used for telemarketing purposes shall be scrubbed against applicable DNC lists (*how often?*).
- b. For all consumers with whom we have an existing business relationship the scrubbing shall take place via the PDialer application (*who is this and who manages?*).
- c. For all consumers with whom we have do not have an existing relationship the scrubbing shall take place via the Teradata System by the Database Marketing team.

V. Call Center Roles:

- a. Call centers are responsible for ensuring that no list is called for a period greater than 30 days.

VI. Call Center Responsibilities - Using Concerto Dialer:

- a. Each Call Center that uses EchoStar's Concerto dialer is responsible for ensuring that each of EchoStar's seven filters are used correctly to ensure states are only called during legally eligible times (per the Concerto usage documentation).
- b. These filters are to be monitored and maintained by the Compliance Manager.
- c. Each Call Center is responsible for ensuring that CSR's are only rebutting in legally allowable states.
- d. A listing of applicable states will appear on-screen when possible and/or will be communicated from the Compliance Manager.

VII. Call Center Responsibilities - Not Using Concerto Dialer:

- a. All Call Center's not using Concerto dialer is responsible for ensuring that all calling is done within each state's legal timelines.
- b. All Call Center's not using Concerto dialer is responsible for ensuring rebuttals are given only in legal situations.

VIII. Call Center Agent Roles:

- a. Call Center Agents ("CSR") are responsible for ensuring DNC requests from customers are handled correctly.
- b. Outbound CSR Role: CSR is responsible for ending the call with a "Suppression" disposition which automatically adds a telephone and account number to EchoStar's internal DNC list.
- c. Inbound CSR Role: CSR is responsible for entering a requested account/phone number into EchoStar's "Do Not Call" Web Page.

IX. Abandonment, Calling Patterns, Messages, and Rings:

- a. Concerto Dialer:
 - 1. All outbound calling done via EchoStar's Concerto dialer is to be done in a service created by the central outbound team.
 - 2. The central outbound team is responsible for making sure that the service is set to automatically manage to a 3% abandonment percentage, that records are not attempted more than 9 times for nonpay lists (or 6 times for all other types of calls) during the lifecycle of a list, and that a called party's phone is allowed to ring six times before the dialer hangs up.
 - 3. In addition, the central outbound team is responsible for ensuring that a message is played to anyone who cannot be transferred to an agent immediately upon connection.
- b. Other Dialers:

1. Any party not using EchoStar's Concerto is directly responsible for insuring all of the above.
- c. Lead Calling Patterns:
1. No telephone number is to be solicited less than ninety days after last contact unless approved by the Director of Telemarketing or a higher ranking EchoStar executive.

X. State Specific Calling Times and Do Not Rebuttal:

1. EchoStar shall comply with any and all state specific calling time restrictions in addition to any "Do Not Rebuttal" legislation completed by a specific state.

APPENDIX A

COMMUNICATION

A. WHAT TO SAY WHEN A CONSUMER REQUESTS TO BE ADDED TO THE ECHOSTAR DO-NOT-CALL LIST:

"Mr.(s) _____, please excuse this call, I will have your phone number removed from our calling list immediately."

B. WHAT TO SAY IF A CONSUMER REQUESTS A COPY OF OUR "DO-NOT-CALL" POLICY:

"Mr.(s) _____, we will be happy to send a copy of our Do-Not-Call policy to you. Please let me confirm your address and we will mail you a copy. Thank you for your interest."

APPENDIX B

SAMPLE LETTER

Date:

Name

Address

City/State

Dear _____:

Per your request please find enclosed a copy of the EchoStar Satellite, LLC Do-Not-Call Policy. Should you have any questions or concerns regarding the enclosed policy, please feel free to contact us by telephone at 1-800-333-DISH or in writing at:

EchoStar Satellite Corporation
P.O. Box 9008
Littleton, Colorado 80120

We thank you for taking the time to examine this policy. Please also accept our apologies for any inconvenience we may have caused. Please do not hesitate to contact us if we can be of service to you in the future.

Sincerely,

EchoStar Satellite, L.L.C.

Enclosures

ECHOSTAR SATELLITE, L.L.C.

“DO-NOT-CALL” POLICY

**IN COMPLIANCE WITH THE
THE TELEMARKETING SALES RULE OF 2003
("T.S.R.")**

AND

**TELEPHONE CONSUMER PROTECTION ACT OF 1991
("T.C.P.A.")**

AND

**THE TELEMARKETING AND CONSUMER FRAUD
AND ABUSE PREVENTION ACT OF 1994**

AND

ACCOMPANYING REGULATIONS

(Revised February 6, 2006)

ECHOSTAR SATALLITE, L.L.C.
DO-NOT-CALL POLICY

I. INTRODUCTION.

EchoStar has implemented this Do-Not-Call ("DNC") Policy in order to protect the privacy rights of consumers and to promote compliance with applicable laws and regulations. EchoStar shall honor the request of any person who requests not to receive telephone solicitations from EchoStar or its telemarketing vendors for the sale and promotion of EchoStar products.

II. DO NOT CALL LISTS.

The EchoStar Do-Not-Call Policy consists of the maintenance of three types of Do-Not-Call lists: the Federal or National Do-Not-Call Registry, State Do-Not-Call lists, and EchoStar's internal DNC list.

A. Federal and State Do Not Call Lists:

It is Echostar's policy to obtain Federal and State Do-Not-Call list(s), and to fully comply with legislation regarding the calling of telephone numbers on these lists. These Do-Not-Call lists will be updated within 30 days of receipt of the Do Not Call lists or in such shorter time as required by law.

B. EchoStar Internal Do Not Call Lists:

In addition to the Federal and State DNC lists, EchoStar also maintains an internal list of telephone numbers that includes existing customers and potential customers who have directly requested to EchoStar or its telemarketing vendor that they do not want to be telemarketed. The telephone number of any person regardless of the existence of a business relationship who informs EchoStar that he or she does not wish to receive telemarketing calls will be placed on the EchoStar internal Do-Not-Call list.

III. EXISTING BUSINESS RELATIONSHIP.

EchoStar and its telemarketing vendor shall not contact consumer telephone numbers that are registered with the Federal and State lists unless EchoStar has an "existing business relationship" with the consumer as defined in the relevant statute and allowed by the FTC, FCC or the State. However, once a consumer with an existing business relationship with EchoStar requests directly to EchoStar or its telemarketing vendor that he or she requests to be placed on the EchoStar DNC list, that consumer shall be placed on the EchoStar DNC list and will not receive any future telemarketing calls from EchoStar or its telemarketing vendor unless or until such time the consumer reestablishes his or her telephone number on the Federal and/or State DNC lists or EchoStar's internal DNC list.

IV. ECHOSTAR DO NOT CALL POLICY.

A. Adding a Consumer to the EchoStar Internal DNC List:

EchoStar shall keep a record of each consumer request it receives to not be contacted by EchoStar. A request to be placed on the EchoStar internal DNC list may be communicated by a consumer to EchoStar by means of: 1) verbally advising an EchoStar Customer Service Representative or telemarketing vendor of the consumer's request during a telemarketing call; or 2) advising EchoStar in writing. A consumer may also make an oral request to be placed on the EchoStar internal DNC list by calling EchoStar's Customer Service Center at 1-800-333-DISH. Consumer written requests to be placed on the EchoStar internal DNC list should be sent to: EchoStar Satellite, L.L.C., Attention: Do Not Call, P.O. Box 9008, Littleton, Colorado 80120. All EchoStar employees and telemarketing vendors who conduct outbound solicitation calls on behalf of EchoStar will be instructed on company policy and provided with guidance on how to add numbers to EchoStar's internal DNC list.

B. EchoStar Calling Requirements:

All EchoStar employees and telemarketing vendors who place outbound solicitation calls must comply with the following:

- 1) Calls may only be placed between the hours of 8:00 a.m. and 9:00 p.m., local time of the called party or as specific state law regulates.
- 2) When conducting telemarketing campaigns, no artificial or prerecorded voice shall be used to deliver a message to any residential telephone number. However, EchoStar does deliver automated messages to our existing customers with whom EchoStar has an existing business relationship for the purpose of communicating information such as customer service reminders, credit card expiration reminders, and special programming solicitation.
- 3) When making a telemarketing call, EchoStar and its telemarketing vendors shall always provide the potential customer with the caller's name and that the caller is telephoning on behalf of "DISH Network."
- 4) Advertisements may not be transmitted by any device to a telephone facsimile machine unless the person receiving the facsimile has given prior express invitation or permission to receive it.

EchoStar Satellite L.L.C.
"DO NOT CALL"
Internal Procedure

There are various methods wherein "Do Not Call" ("DNC") requests are added to the EchoStar Satellite, L.L.C. ("EchoStar") DNC Database maintained by the EchoStar IT Department.

1. By verbal request from the contacted party as a result of outbound calls placed to potential customers via three different types of contact:

- a. Calls made internally via the Outbound Call Center;
- b. Calls made internally and externally via Parlance; and
- c. Calls made via third party telemarketing vendors such as Centerpartner and/or Teleperformance.

EchoStar's response to the DNC request is verbal and, with regard to Parlance and Centerpartner and/or Teleperformance only, also scripted is followed by a direct entry disposition into the DNC Database.

2. By written complaint:

- a. Written complaint is detected by the Mail Sorter team;
- b. Said complaint is forwarded to the Mail Processing team;
- c. Mail Processing team performs a direct entry disposition into the DNC Database and forwards the written complaint to the Call Service Center ("CSC") CSC Escalation Team which handles highly escalated customer issues or misdirected communications from anywhere in the Company.

The DNC request is processed by a direct entry disposition into the DNC Database. EchoStar does not respond to the written complaint.

3. By email request:

- a. A DNC email request may be received in any EchoStar employee's electronic mailbox;
- b. Said email is forwarded to the CSC Escalation Team;
- c. CSC Escalation Team enter the DNC request into the DNC Database.

CSC Escalation Team provides a scripted response to the DNC email request. The DNC request is processed by a direct entry disposition into the DNC Database.

4. Inbound Call to CSC requesting removal from any Outbound Call List:

- a. CSC receives verbal request to be moved to the DNC List from contacted party;
- b. Request is followed by a direct entry disposition into the DNC Database by CSC.

CSC call recipient responds to the DNC request with a scripted response. The DNC request is processed by a direct entry disposition into the DNC Database.

5. DNC complaints directed to EchoStar regarding Retailer Calls:

- a. Complaint is directed by the internal recipient source to the Retailer.

EchoStar provides no response to the Complainant.

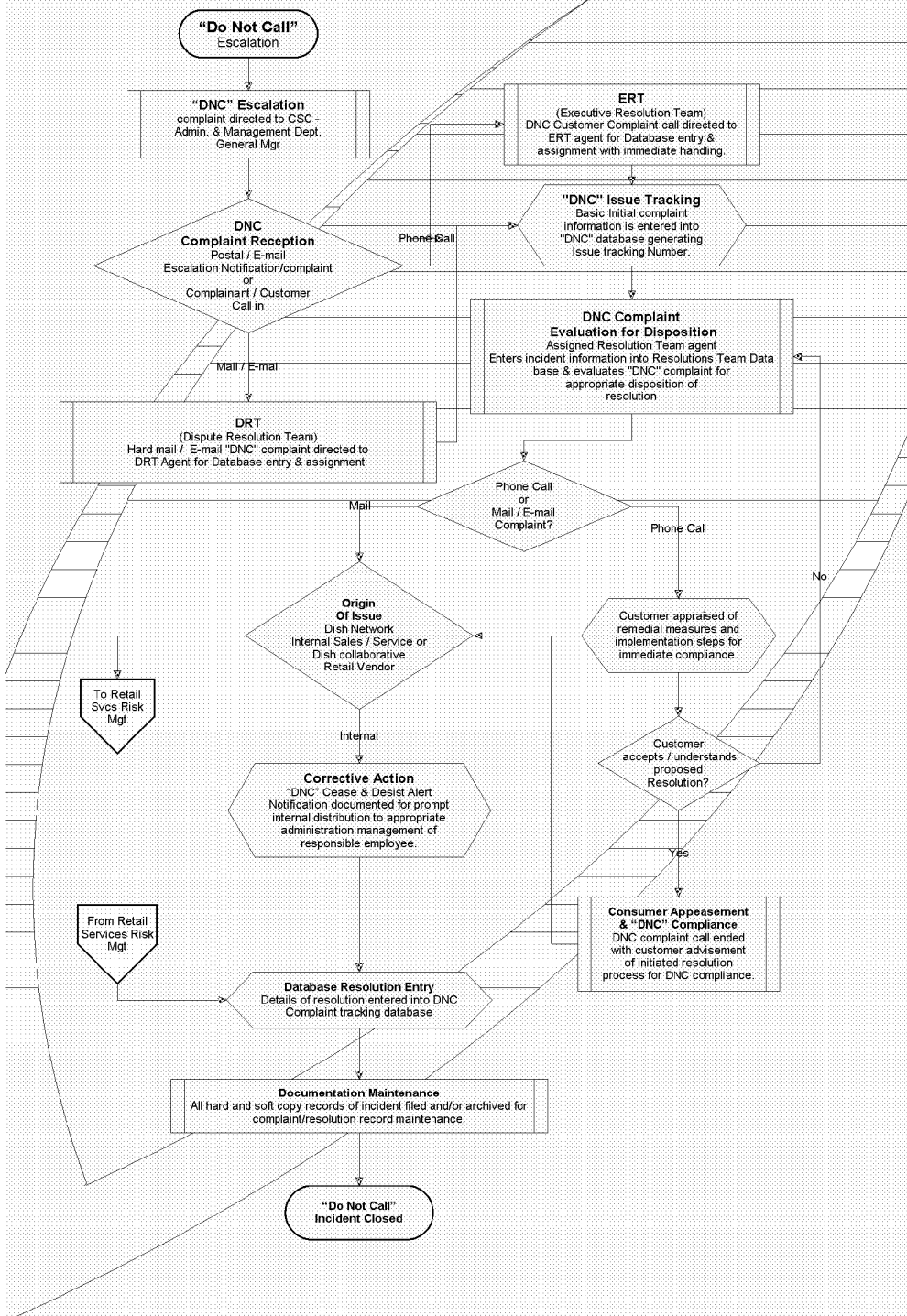
6. DNC Lists:

- a. Compliance Manager loads Federal and State DNC Lists as well as EchoStar's internal DNC list into the DNC Database;
- b. Compliance Manager supervises and administers all DNC Lists.



"DNC"(Do Not Call) Escalation

Complaint Administration
Escalation/Resolution Process Flow
(A) DRT / ERT





"DNC"(Do Not Call) Escalation

Complaint Administration
Escalation/Resolution Process Flow
(B) Retail Services – Risk Management

From
ERT/DRT

**Responsible Retail Vender
Identification & Notification**
Retail Services-Risk determines
Identification of responsible Retailer for
prompt Notification of
"DNC" Escalation accountability

Retail Services – Risk Management
•Bruce Werner – Gen. Mgr
•Lisa Vallejos - Retail Analyst
•Christina Voorhies - Retail Analyst
vendoninquiries@echostar.com

Third
Escalation complaint for
Offending retailer?

Yes

Notification & Fine Assessment
A penalty Fine assessment is conveyed
to retailer via R/S Risk
Disposition Notification

Corrective Action
Irrevocable Termination of mutual
Dish Network / offending Retailer
Business collaboration.

"Retail Services Risk Disposition"
• Siebel Record
• Consumer Letter
• Dealer Letter
• Notify DRT / ERT / Legal

Resolution Certification
DNC complaint resolution details
documented in letter and mailed
for resolution certification to
Retailer and/or Customer.

To
DRT/ERT

EXHIBIT 601

EXHIBIT 601

JA011771
010535

TX 102-011033

From: Blum, Jeffrey <Jeffrey.Blum@echostar.com>
Sent: Monday, December 10, 2007 5:21 PM (GMT)
To: Downey, Nicholas <Nick.Downey@echostar.com>; Gowland, Jim
<Jim.Gowland@echostar.com>; Pastorius, Emily <emily.pastorius@echostar.com>
Subject: RE: RFC101492: PossibleNOW

Please add "Jeff Blum strongly recommends signing the MSA with PossibleNow. It is a critical part of our efforts to resolve the FTC and 31-state investigations." I will call Bernie and give him a heads-up.

From: Downey, Nicholas
Sent: Monday, December 10, 2007 10:13 AM
To: Blum, Jeffrey; Gowland, Jim; Pastorius, Emily
Subject: FW: RFC101492: PossibleNOW

Team,
Can you please add a blurb to this from a legal perspective? This will be used to present to Bernie for CFO approval.

Thanks,
Nick

RFC101492: PossibleNOW

Description:

We currently lack an automated and managed solution for scrubbing, auditing and reporting of Do Not Call lists in the enterprise.

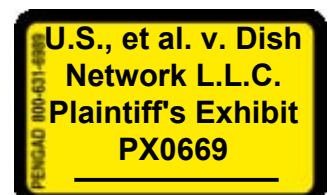
Possible NOW offers services to provide an integrated enterprise platform to comply with Do Not Call legislation and build a Safe Harbor environment. This solution will automate the scrubbing, auditing and reporting for Do Not Call lists in the enterprise.

ROI:

The biggest return on this project revolves around using a solution as a tool for compliance. The biggest risk an organization can incur when telemarketing comes from dialing a number that is on a DNC list. This is why PN focuses on compliance and developing a framework to track the steps our organization takes to remain compliant, not only as a single organization but a company that monitors a vendor network.

DNCSolution and the other tools PossibleNOW has to offer allows EchoStar to market aggressively and confidently over the telephone and knowing that we are making the most of every contact and doing so legally. Telemarketing is heavily enforced and the penalties are steep. DNCSolution will allow EchoStar to keep using the telephones as a means to generate revenue. EchoStar will be able to build a safe harbor position and defend ourselves of complaints

ROM for this effort is 160 hours



JA011772
010536
DISH8-0000532

HIGHLY CONFIDENTIAL

PX0669-001

PRODUCED OVER DEFENDANT'S PRIVILEGE DESIGNATION UNDER COURT ORDER

TX 102-011034

EXHIBIT 602

EXHIBIT 602

JA011773
010537

TX 102-011035

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into as of the 14 day of Dec, 2007, by and between POSSIBLENOW, INC., a Georgia corporation, with an office at 4375 River Green Parkway, Duluth, GA 30096 ("Provider"), and EchoStar Purchasing Corporation, a Colorado corporation, with an office at 9601 S. Meridian Blvd, Englewood, CO 80112 ("Customer").

WHEREAS, Provider provides a variety of professional services and Internet-based software services (i.e., Application Service Provider or "ASP" services), and

WHEREAS, Customer desires to utilize and Provider desires to provide such services;

THEREFORE, in consideration of the mutual agreements below and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree:

1 DEFINITIONS

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with Customer. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2 "Agreement" means this Master Services Agreement, the Exhibits (including without limitation any Task Orders) and any duly executed amendments hereto.

1.3 "Fee" means the fee for Services as specified in the relevant Task Order.

1.4 "Effective Date" means the date first stated above.

1.5 "Representatives" means the officers, directors, employees, agents and subcontractors (and their employees) of a party.

1.6 "Services" means the services provided under this Agreement or a Task Order, including but not limited to ASP Services and Professional Services. "ASP Services" means any "Application Service Provider" or Internet-based software services provided under this Agreement. "Professional Services" means any personnel-based services, including but not limited to consulting, auditing, registration services, data and data management services, compliance guidelines development, file processing, or training, that are provided under this Agreement.

1.7 "Task Order" means each duly executed supplement to this Agreement, the form of which shall include a description of the services to be provided under the Task Order, the fees associated with those services, the term, and any special conditions associated with the Task Order.

1.8 "Work Product" means any consulting reports, audit reports, guidelines documents and the like prepared, developed, conceived, or delivered as part of or in connection with the Professional Services under this Agreement, and all tangible embodiments thereof.

2 SERVICES

2.1 Services under Task Orders. Provider shall perform and deliver Services in accordance with the requirements set forth in a Task Order. Except as otherwise provided in Sections 4 ("Ownership"), 9.2 ("Termination for Convenience"), 10.4 ("Limitation of Liability") and 14.1 ("Assignment"), if any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any Task Order, the terms or conditions of such Task Order shall control solely with respect to the Services covered under that particular Task Order.

LJDGWTNPossibleNow EchoStar Master Services Agreement final 112607

DEFENDANT'S
EXHIBIT
DTX-144

Customer agrees to provide reasonable support identified in each Task Order as necessary to facilitate the Services, including (a) allowing Provider limited access to its personnel, data, and processes to the extent required to render the Services; (b) providing a project manager to reasonably work with and assist Provider in managing project goals and deliverables; (c) designating and making available contacts with an in-depth understanding of the work to be performed under each Task Order; and (d) designating and making available contacts with an in-depth understanding of business requirements relating to each Task Order.

2.2 Technical Direction. Provider shall report to and receive technical direction only from such Customer employees or officers as are listed in the applicable Task Order or as may be designated by such employees or officers.

2.3 Security. If in the performance of services hereunder Provider's Representatives shall require access to Customer's onsite premises or network, Provider represents and warrants that its Representatives shall abide by any and all of Customer's then current security policies with regard to onsite and network access. Provider represents and warrants that it shall maintain the most current version of an industry recognized anti-virus software application. Provider shall install and keep current any and all service packs and patches for operating systems and applications. Such versions must be at least as protective as Customer's current security software application.

2.4 Provider's Personnel. The Services shall be performed only by qualified Provider employees. Provider may not assign or subcontract to another entity or person any of the Services to be performed hereunder without the prior written consent of Customer which it may withhold for any reason or no reason whatsoever. Provider shall remain fully liable for the acts and omissions of its Representatives, or in the event such Services are performed by subcontracted third party, such agents and subcontractors, as if performed by Provider.

2.5 Staffing For Services. Provider shall maintain staffing levels and continuity of personnel consistent with its obligation to perform the Services. In the event that Provider provides replacement Representatives for any reason, Provider shall not charge Customer for the number of hours required to train the replacement so that such replacement Representatives are familiar with the project and are capable of performing the Services in accordance with this Agreement in a qualified, professional, workmanlike manner.

3. NON-DISCLOSURE

3.1 Provider and Customer agree to comply with the terms and conditions of the Non-Disclosure Agreement entered into as of July 17, 2007 by and between Provider and EchoStar Satellite L.L.C., an Affiliate of Customer.

4. OWNERSHIP

4.1 ASP Services - Provider's Proprietary Rights. Customer acknowledges Provider's proprietary rights in the ASP Services and agrees that the ASP Services and any necessary software provided in connection with the ASP Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that information presented through the ASP Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Other than to its Affiliates, Customer agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the ASP Services or the Software, in whole or in part. Customer agrees not to reproduce, duplicate, or copy any portion of the ASP Services, use of the ASP Services, or access to the Services.

4.2 Professional Services - Ownership of Work Product. (a) Customer shall have exclusive title and ownership rights throughout the world in all Work Product resulting from Professional Services provided hereunder. To the extent that exclusive title and/or ownership rights may not originally vest in Customer as contemplated herein, Provider hereby irrevocably assigns all right title and interest in the Work Product to Customer, and shall cause its Representatives to irrevocably assign to Customer all such rights in the Work Product.

(b) Provider agrees and shall cause its approved subcontractors and agents to agree, that with respect to any Work Product that may qualify as a Work Made for Hire as defined in 17 U.S.C. §101, such Work Product is and shall be deemed a Work Made for Hire and Customer shall have the sole right to the copyright (or, in the event that any such Work Product does not qualify as a Work Made for Hire, the copyright and all other rights thereto shall be assigned as above).

4.3 Professional Services – Pre-Existing Materials. This Agreement does not restrict or deprive Provider of any of its rights or proprietary interests in any materials that existed prior to and independent of performance of the Professional Services hereunder ("Pre-Existing Materials"). If Pre-Existing Materials are delivered in connection with or as part of the Work Product, Provider grants Customer and its Affiliates an irrevocable, unrestricted, non-exclusive, paid-up, perpetual, worldwide license to use, duplicate modify, sublicense, distribute, display and otherwise engage such Pre-Existing Materials to enable the full use and/or benefit of the Work Product. Provider shall identify such Pre-Existing Materials in the relevant Task Order.

5. TRADEMARKS

Provider agrees not to disclose the identity of Customer or its Affiliates as a customer or prospective customer of Provider or the existence or nature of this Agreement. Provider and Customer specifically acknowledge that this Agreement does not confer upon the other party any interest in or right to use any trademark or service mark of the other party or its Affiliates, unless the party wishing to use a trademark or service mark receives the prior written consent of the owning party, which the owning party may grant or withhold in its sole discretion. Upon expiration or termination of this Agreement, each party shall immediately cease and discontinue all use of the trademarks or service marks of the other party. Prior to the use of Customer's trademark or service mark, including without limitation identifying Customer in any customer list or marketing materials, Provider must obtain written consent from both the applicable business contact and Customer's Director of Public Relations.

6. FEES

6.1 Taxes. Unless otherwise specified in the applicable Task Order: (i) Provider shall be solely responsible for and Customer shall not owe any applicable sales or use tax; and (ii) all Fees stated in any Task Order are deemed inclusive of all forms and types of taxes in all jurisdictions.

6.2 Expenses. Unless otherwise provided in the applicable Task Order and approved by Customer in writing, Customer shall not be liable to Provider for any expenses paid or incurred by Provider. Should the Task Order specify otherwise, and after Customer has granted written approval, Provider shall provide Customer with documentation evidencing all approved expenses. Unless otherwise mutually agreed to by the parties in writing, in no event shall expenses exceed 10% of the total Service fees for any applicable Task Order.

6.3 Invoices. Unless otherwise provided in the applicable Task Order, Provider shall provide Customer with an itemized invoice for all Fees and approved expenses that become due hereunder. Each valid and undisputed invoice shall be due and payable within sixty (60) days of the date of such invoice, unless otherwise agreed by the parties hereto.

7. INDEPENDENT CONTRACTOR

Provider acknowledges that it is acting as an independent contractor, that Provider is solely responsible for its actions or inactions, and the actions and inactions of its Representatives, and that nothing in this Agreement shall be construed to create an agency or employment relationship between Customer and Provider or its Representatives. Provider is not authorized to enter into contracts or agreements on behalf of Customer or to otherwise create obligations of Customer to third parties. Should Provider attempt to enter any such agreements or create any obligation on behalf of Customer, Customer may immediately terminate this Agreement at its discretion and Provider shall indemnify Customer and its Affiliates for any resulting costs, loss or damages, in accordance with Section 11 herein. Except as otherwise provided herein, Provider agrees that Provider is solely responsible for payment of all applicable business and employment expenses.

including but not limited to workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

8. TERM

This Agreement is effective as of the Effective Date and shall continue for one year thereafter (the "Initial Term") or until terminated in accordance with Article 9 ("Termination"). At the conclusion of the Initial Term, the Agreement may be renewed by the parties in writing for subsequent terms. The term of any particular Task Order shall be set forth in the applicable Task Order. The termination or expiration of this Agreement shall terminate any existing Task Order, unless otherwise agreed by the parties hereto. The expiration or termination of one Task Order shall not affect this Agreement or any other Task Order.

9. TERMINATION

9.1 Termination for Breach. If a party materially breaches this Agreement or any Task Order (the "Defaulting Party"), and (i) such breach is incapable of cure, or (ii) with respect to such breaches capable of cure, the Defaulting Party does not cure such breach within ten (10) days after written notice of material breach, the non-defaulting party may terminate this Agreement and all outstanding Task Orders or terminate the relevant Task Order upon written notice to the Defaulting Party. Termination of a Task Order or this Agreement shall be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement, at law or in equity.

9.2 Termination for Convenience. Customer may terminate this Agreement or any Task Order hereunder upon thirty (30) days prior written notice to Provider. Notwithstanding anything to the contrary in this Agreement or any Task Order, in the event of any termination under this Section, Customer shall only be liable to make any payments which are due and owing hereunder to Provider for work performed in accordance with the terms and conditions herein up to the date of such termination.

9.3 Effect of Termination. Upon any termination or expiration of this Agreement or a Task Order, Provider shall: (i) deliver to Customer all Work Product, including any in progress at the time of termination or expiration; (ii) work with Customer to ensure a smooth transition of Services to Customer or a third party; (iii) cease to use and return all equipment, documentation, data and any other materials provided by Customer or created during the provision of the Services; and (iv) immediately cease all work under this Agreement or any Task Order which is currently being performed by Provider or any subcontractor. Provider acknowledges and agrees that Customer shall not be liable to pay for any Services completed or performed after the date of termination or expiration of this Agreement.

10. REPRESENTATIONS, WARRANTIES COVENANTS AND LIMITATION OF LIABILITY

10.1 Performance. (a) Provider represents, warrants and covenants that all Services: (i) shall be performed in accordance with Customer's reasonable written instructions; (ii) shall be performed to the best of Provider's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices; (iii) shall be performed in accordance with any specifications and documentation set forth in the relevant Task Order; (iv) shall be performed by persons who have employment authorization to perform the Services under this Agreement in accordance with the Immigration laws of the United States; (v) shall be fully compatible with Customer's computer environment existing at the time of installation, or such other environment as agreed to by the parties in the relevant Task Order; (vi) shall comply, including the utilization thereof as contemplated hereunder, with all applicable laws, rules, regulations, orders of any governmental (including any regulatory or quasi-regulatory) agency, including financial, disclosure, import, export and encryption laws, as well as all applicable securities laws and compliance regulations and procedures of Customer; and (vii) shall not violate or contravene the terms of any contracts between Provider and third parties.

(b) Provider also represents, warrants and covenants that its entering into this Agreement and provision of the Services does not violate any other obligations it may have.

10.2 Non-infringement. Provider represents, warrants and covenants that: (i) it has and shall have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under this Agreement and to grant Customer the rights granted hereunder; and (ii) none of the Services nor the provision or utilization thereof as contemplated under this Agreement, do or shall infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any Intellectual Property of any third party.

10.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.4 Limitation of Liability. (a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY TASK ORDER AND EXCEPT AS REGARDING A PARTY'S CONFIDENTIALITY AND INDEMNIFICATION DUTIES SET FORTH HEREIN, IN NO EVENT SHALL PROVIDER OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. With respect to any other damages, in no event shall Provider's or Customer's liability hereunder exceed an amount equal to the amount actually paid by Customer to Provider in the one year prior to a claim under this Section, except as regarding a party's confidentiality and indemnification duties set forth herein, regardless of the basis of the underlying claim. Solely in the event a party's liability under the provisions of Section 11.1 below arises from or relates to any of the federal, state or local telemarketing or other consumer protection laws (and other than in the case of gross negligence or willful misconduct of such party), each party's liability under the provisions of Section 11.1 below shall be limited to the greater of \$3,000,000 or twenty (20) times the amount invoiced by Provider to Customer under this Agreement in the twelve (12) months immediately preceding a claim under this Section.

(b) No action, regardless of form, arising out of any transaction under this Agreement, may be brought by either party more than one year after the injured party has actual knowledge of the occurrence which gives rise to the cause of action.

11. INDEMNIFICATION

11.1 (a) General Indemnity. Each party shall indemnify, defend and hold the other party 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 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 attorneys' 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) the party's lawful or unlawful acts or omissions (or those of any of its Representatives, whether or not such acts are within the scope of employment or authority of such Representatives); (ii) the breach of any of a party's representations or warranties herein; (iii) any third party purchases, contracts, debts and/or obligations made by the party; (iv) the failure of a party to comply with, or any actual or alleged violation of, any applicable laws, statute, ordinance, governmental administrative order, rule or regulation; (v) the failure to collect adequate taxes and remit the same to the appropriate taxing authority; or (vi) any Claim brought by a party's employees, including without limitation Claims for compensation and/or damages arising out of the expiration or termination of this Agreement. In addition to (and without limitation of) any of the foregoing, Provider shall indemnify, defend and hold Customer 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 harmless from and against any and all Claims that arise out of, or are incurred in connection with any civil or governmental claim or action arising from any of the Services, Work Product and/or Software used or provided hereunder.

(b) Notice. Each party indemnified under Section 11.1(a) above (solely for the purposes of this Agreement, an "Indemnified Party") shall, promptly after receipt of notice of a third party claim or action against such Indemnified Party in respect of which indemnity may be sought under Section 11.1(a) above, notify the indemnifying party (solely for the purposes of this Agreement, the "Indemnitor") in writing of the claim or action; provided, however, that the failure to notify the Indemnitor under the provisions of this Section

11.1(b) shall not relieve the Indemnitor from any liability that it may have to an Indemnified Party on account of the indemnity agreements contained in Section 11.1(a) above except to the extent that the Indemnitor was actually substantially prejudiced by such failure, and in no event shall such failure relieve the Indemnitor from any other liability that it may have to such Indemnified Party.

(c) Uncapped Third Party Claims. With respect to third party claims arising under Section 11.1(a) above other than Third Party Capped Claims (as defined below) ("Uncapped Third Party Claims"), the Indemnitor will have the right to the exclusive conduct of and/or to settle all negotiations and litigation arising from that claim as regards the Indemnified Party; provided, however, that the Indemnitor may not settle any such claim without the prior written approval of the Indemnified Party (which approval shall not be unreasonably withheld).

(d) Third Party Capped Claims. Solely with respect to any third party claims for which the indemnifying Party's liability is subject to the limitations of liability set forth in the last sentence of Section 10.4(a) above ("Third Party Capped Claims"), the Indemnified Party shall have the right to the exclusive conduct of all negotiations and litigation arising from any such claim, but only as regards the Indemnified Party; provided, however, that the Indemnified Party may not settle any such claim without the prior written approval of the Indemnitor (which approval the Indemnitor may withhold in its sole discretion); provided further, that in the event that the Indemnitor withholds its consent to the settlement of such a claim, then the Indemnitor's indemnification obligations under this Section 11.1 will not be subject to the limitation of liability set forth in the last sentence of Section 10.4(a) above and, from that point forward, the Indemnitor will have the right to the exclusive conduct of and/or to settle all negotiations and litigation arising from that claim as regards the Indemnified Party; provided, however, that the Indemnitor may not settle any such claim without the prior written approval of the Indemnified Party (which approval shall not be unreasonably withheld).

(e) Cooperation; Participation. Each party shall give the party which has the right to the exclusive conduct of all negotiations and litigation arising from any third party claim in accordance with the above provisions as of the relevant time of determination (the "Controlling Party"), all reasonable cooperation and assistance in the defense against, such claim or action for so long as such party is the Controlling Party, which cooperation and assistance shall include, without limitation, the retention and (upon the Controlling Party's request) the provision to such party of any books, records, documents and other information in its control as reasonably necessary or appropriate for such defense, and making employees available on a mutually convenient basis as reasonably necessary or appropriate for such defense. In no event shall the party other than the Controlling Party (the "Non-Controlling Party") make any admission as to liability or agree to any settlement of, or otherwise compromise, any third party claim arising under this Section 11.1 without the prior written consent of the Controlling Party. Notwithstanding the above, the Non-Controlling Party shall at all times be entitled to participate in the defense of any third party claim arising under this Section 11.1, directly and/or with counsel of its own choice.

11.2 Intellectual Property Indemnity.

Provider shall defend, assume, pay, indemnify, hold harmless and reimburse Customer and its successors and assigns for any and all liabilities, fines, damages, claims, suits, judgments, costs, and expenses (including reasonable attorney's fees and court costs) directly or indirectly incurred by Customer to the extent the same are primarily attributable to the Services, or infringement of patent rights, copyrights, trade secrets, trademarks or any other proprietary right. In connection with the foregoing, Customer shall notify Provider promptly of such claim or action; provided, however, that the failure of Customer to so notify Provider shall not relieve Customer from any liability that it may have under the provisions of this Section 11.2 except to the extent that Provider was actually substantially prejudiced by such failure, and in no event shall such failure relieve Provider from any other liability that it may have to Customer. If any such claim or action is brought against Customer, Provider shall defend and pay and discharge any and all liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and court costs) arising out of said claim or action; provided, however, that neither Provider nor Customer shall compromise or settle any such claim or action without the prior written consent of the other party.

12. NO LEGAL, FINANCIAL, OR TAX ADVICE PROVIDED

No legal, financial, or tax advice or counsel is given or shall be deemed to have been given by Provider or by the Services.

13. COMPLIANCE WITH APPLICABLE LAW

Provider shall provide and Customer shall use all Services referenced herein and in any subsequent Task Order in compliance with all applicable federal, state and local laws and/or regulations.

14. GENERAL

14.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that Customer may assign the Agreement to any Affiliate, or any successor in interest of Customer, without the consent of Provider.

14.2 Notices. All notices given under this Agreement must be in writing or via facsimile, sent to the person and address designated in the relevant Task Order or to such other addresses as Provider or Customer has designated below, by certified mail (return receipt requested), overnight courier, or personal delivery. All notices will be deemed given when received.

Customer: EchoStar Purchasing Corporation
Attn: Office of the General Counsel
9601 S. Meridian Blvd.
Englewood, CO 80112

Provider: POSSIBLENOW, INC.
Attn: Chief Operating Officer
4375 River Green Parkway, Suite 200
Duluth, GA 30096

14.3 Entire Agreement. This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties.

14.4 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Task Order shall be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement shall not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

14.5 Non-exclusivity. This Agreement with Provider is non-exclusive and Customer may in its sole discretion enter into arrangements with third parties to perform any Services.

14.6 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

14.7 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement shall survive any such termination or expiration of this Agreement, including but not limited

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to Articles/Sections 3 ("Non-Disclosure"), 4 ("Ownership"), 7 ("Independent Contractor"), 9.3 ("Effect of Termination"), 10 ("Representations, Warranties, Covenants and Limitation of Liability"), 11 ("Indemnification") and 14 ("General").

15.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without regard to its choice of laws principles. Purchaser and Vendor hereby submit to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado, and hereby waive any and all rights of objection to jurisdiction and venue.

15.9 Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement due to acts of God, acts of nature, acts of terrorism, or any other causes beyond its control. Should Provider be rendered unable, due to any of the aforesaid causes, to supply its Services and fulfill its obligations under this Agreement, this Agreement may, at Customer's option, be terminated immediately upon notice to Provider.

15.10 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement.

14.11 Counterparts; Method of Amendment. This Agreement, each Task Order and any amendments thereto may be executed in counterparts (all of which shall together be deemed one and the same instrument) and shall not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first stated above.

POSSIBLENOW, INC.

EchoStar Purchasing Corporation

By: Richard Stauffer
Name: Richard Stauffer
Title: COO
Date: 12/3/07

By: [Signature]
Name: JPH Burt
Title: Vice President + Assoc Gen Counsel
Date: 12/14/07

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TASK ORDER #1 - DNCsolution

This Task Order #1 (the "Task Order") is entered into as of the 14 day of Dec, 2007 ("Task Order Effective Date") pursuant to the Master Services Agreement (the "Agreement") entered into as of the 14 day of Dec, 2007, by and between EchoStar Purchasing Corporation ("Customer") and POSSIBLENOW.COM, INC. ("Provider") to which this Task Order is attached, the terms of which are incorporated herein by reference.

WHEREAS, PROVIDER is an "Application Service Provider" (ASP) in the business of providing Internet-based software services; and

WHEREAS, CUSTOMER desires to engage the services of PROVIDER;

NOW THEREFORE, the parties agree as follows:

1. **Services Provided.** PROVIDER provides Internet-based software services, known as "DNCsolution," "DNCInteractive," "Premium Services," "DNCNotification", "EBRSolution", "DNCQuickCheck", and "DNESolution" hereinafter referred to as the SERVICES. The specific services covered by this Task Order are described in Attachment A to this Task Order, which Attachment is hereby incorporated by reference in its entirety. The specific services ordered by CUSTOMER in connection with this Task Order are specified in Attachment B to this Task Order (Customer Order Form), which attachment is hereby incorporated by reference in its entirety, as such attachment may be amended from time to time by Customer in its discretion upon notice to PROVIDER. PROVIDER reserves the right to add enhancements to, but not detract from, the SERVICES at any time and from time to time.
2. **Compensation and Payment.** As compensation for use of the SERVICES, CUSTOMER agrees to pay fees according to the services specified, subscription levels selected, and the prices agreed to in Attachment C to this Task Order. For subscription-based services, invoices are issued at the beginning of each month for that month. Subscription levels can be increased or decreased at any time by Customer for the next calendar month.
3. **Availability of Services.** The SERVICES shall be generally available for use approximately 24 hours per day, 7 days per week. The SERVICES are monitored and managed to a committed level of availability of at least 99% of the time based on a one month period, not counting scheduled maintenance periods. SERVICES may not be available during scheduled maintenance periods, from midnight Saturday through 8:00AM Sunday prevailing Eastern Time. The SERVICES shall be considered available if all of its features are operational, and its connection to the Internet is functioning correctly such that users with working Internet access may log in and use the service. PROVIDER shall notify CUSTOMER of all instances in which the SERVICES would not be considered available in accordance with the immediate prior sentence within two (2) days following the date upon which the SERVICES were not available. Each such notice will be given via e-mail in accordance with Customer's instructions and shall specify the exact times at which the SERVICES were not available. A special scheduled maintenance period of up to 24 hours may be performed no more than twice per year in order to effect major SERVICE expansion and maintenance. In the event that a special scheduled maintenance period is required, a minimum thirty (30) days notice will be given via e-mail and posted on the SERVICES.
4. **Requirements to use SERVICES.** CUSTOMER agrees: (a) to use commercially reasonable efforts to provide true, accurate, current, and complete information about the CUSTOMER and any AUTHORIZED USER (as defined below), including CUSTOMER'S e-mail address, either directly to PROVIDER or through the SERVICE'S information collection forms, (b) to use commercially reasonable efforts to maintain and promptly update the information to keep it true, accurate, current, and complete. CUSTOMER agrees that PROVIDER may provide notices (other than legal notices), statements, and other communications to CUSTOMER solely through e-mail, posting on the SERVICE, or other electronic transmission reasonably acceptable to Customer, however PROVIDER shall always make best efforts to directly notify CUSTOMER through non-electronic-written and oral means. CUSTOMER agrees to obtain access to the Internet, either directly or through devices that access Internet-based content, and pay any third party service fees associated with such access. CUSTOMER will be responsible for obtaining all equipment necessary to make such connection to the Internet, including a computer and modem or other access device, as well as a web

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browser. The web browser must support SSL encryption in order for the security features of the SERVICES to function.

5. Access to Services, Access Security and Passwords. The SERVICES may be accessed by CUSTOMER only through employees, agents or representatives of CUSTOMER who are authorized by CUSTOMER to use the SERVICES pursuant to this Agreement (hereinafter, an "AUTHORIZED USER"). [The number of AUTHORIZED USERS shall be as set forth on Attachment B attached hereto (as it may be amended from time to time by Customer upon notice to PROVIDER). A unique login ID and password will be issued by PROVIDER to each AUTHORIZED USER designated in writing by CUSTOMER from time to time. Each AUTHORIZED USER may access the SERVICES using only the login ID and password assigned to the AUTHORIZED USER, and no person may access the SERVICES using a login ID and password other than the AUTHORIZED USER to which the login ID and password are assigned. CUSTOMER is responsible for the confidentiality and use by CUSTOMER and AUTHORIZED USERS of login ID(s) and password(s) provided to the CUSTOMER and any AUTHORIZED USER. PROVIDER may reasonably act as though any account registration and other account holder information, e-mail and financial, and other data entered through or under CUSTOMER'S or an AUTHORIZED USER'S login ID(s) and password(s) ("ELECTRONIC COMMUNICATIONS") will have been sent by CUSTOMER or an AUTHORIZED USER, as applicable, unless otherwise notified to the contrary by CUSTOMER or the applicable AUTHORIZED USER.

6. Special Restrictions for Web Services Access to SERVICES. If requested by CUSTOMER, PROVIDER agrees to provide web services access to the SERVICES under the following special conditions: CUSTOMER agrees that, with respect to such web services access to the SERVICES, it will:

- a) obtain from PROVIDER the DNC Solution Web Services Specification and comply in all respects with the specifications and requirements set forth therein,
- b) submit no more than 500 phone numbers or e-mail addresses per query or call through the web services interface,
- c) allow access to the web services only by AUTHORIZED USERS as defined above,
- d) NOT allow access to the web services through the Internet or any computer network without first requiring a password that is provided only to AUTHORIZED USERS.

7. Data Transmission Security. CUSTOMER agrees to use software, including, but not limited to, "browser" software, that supports a data security protocol compatible with the protocol used by SERVICES. Until notified otherwise by PROVIDER, CUSTOMER agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by PROVIDER and to follow PROVIDER'S log-on procedures for the SERVICES that support such protocols. CUSTOMER acknowledges that PROVIDER is not responsible for notifying it of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across the Internet. CUSTOMER acknowledges that it is possible that ELECTRONIC COMMUNICATIONS may be accessed by unauthorized third parties when communicated between CUSTOMER and PROVIDER using the Internet, other network communications facilities, telephone or any other electronic means.

8. CUSTOMER Warranties and Assignments. CUSTOMER acknowledges that many jurisdictions require purchase of the jurisdiction's Do Not Call list even if CUSTOMER subscribes to the SERVICES. CUSTOMER agrees to provide PROVIDER with proof of its purchase of Do Not Call lists when required by a jurisdiction and warrants that it has obtained all legally-required state and federal Do Not Call lists (the "DO NOT CALL DATA"). CUSTOMER agrees to assign its right to use, access and manipulate the DO NOT CALL DATA on its behalf to PROVIDER and to assign all other similar rights necessary for PROVIDER to fulfill its obligations this Task Order in respect of DO NOT CALL DATA. CUSTOMER agrees to notify PROVIDER in writing in the event that CUSTOMER becomes ineligible to access one or more of the state- or federally-required Do Not Call lists. All parties agree to cooperate fully and execute such supplementary documents and to take such additional actions (or refrain from taking actions) as may be necessary or appropriate to give full force and effect to the intent of the provisions of this Section 8.

9. National DNC Registry. CUSTOMER understands, and warrants that, to the extent applicable, it will comply with, the rules relating to the National DNC Registry promulgated by the FTC under the Telemarketing Sales Rule and by the FCC under the Telephone Consumer Protection Act, specifically including those rules that: 1) require all sellers who initiate, or cause a telemarketer to initiate, an outbound telephone call that is not otherwise exempt to pay the appropriate fee for the National DNC Registry, 2) require all telemarketers who initiate an outbound telephone call on behalf of a seller that is not otherwise exempt to ensure that the seller has paid the appropriate fee for the National DNC Registry, and 3) require any company performing DNC list scrubbing on behalf of a seller to ensure that it is scrubbing the calling lists against that seller's and

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only that seller's version of the National DNC list.

10. Reporting to CUSTOMER. CUSTOMER may access the standard reports found in the SERVICES. In the event that this Task Order or the Agreement expires or terminates in accordance with the provisions hereof or thereof, CUSTOMER is entitled to request and receive a final report containing all routinely logged actions, provided the report is requested within three (3) months of such expiration or termination. PROVIDER shall have thirty (30) days following CUSTOMER's request to provide said report upon request by CUSTOMER.

11. Data Retention. CUSTOMER may enter phone numbers, fax numbers, e-mail addresses, or mailing addresses or upload files containing phone numbers, fax numbers, or e-mail addresses into the SERVICES (RAW DATA FILES). PROVIDER agrees to retain the RAW DATA FILES in the SERVICES for 90 days. The SERVICES process the RAW DATA FILES to extract only the data to be "scrubbed" or checked against specified privacy preference data within the SERVICES (the "SCRUB DATA"). The SERVICES then process the SCRUB DATA through PROVIDER'S privacy databases generating a processed file or list (the "PROCESSED FILE"). The SERVICES produce SUMMARY REPORTS and ACTIVITY LOGS of all CUSTOMER activities within the SERVICES. Except for the RAW DATA FILES, PROVIDER agrees to retain all CUSTOMER data that is provided or otherwise acquired or produced in connection with the SERVICES, including without limitation CUSTOMER'S SCRUB DATA, PROCESSED FILES, SUMMARY REPORTS, ACTIVITY LOGS, CUSTOMER'S COMPANY-SPECIFIC PRIVACY PREFERENCE DATA, and any data that CUSTOMER stores in the CAMPAIGN DOCUMENT ARCHIVE for the lesser of (a) five years from the date of creation, or (b) twelve (12) months after the expiration or termination of this Task Order or the Agreement, at no additional charge.

12. PROVIDER'S Proprietary Rights. In addition to (and without limitation of) the rights and licenses set forth in the Agreement, PROVIDER grants CUSTOMER a non-transferable, non-exclusive, royalty-free right and license to use the object code of its SOFTWARE only to the extent and in the manner provided by this Task Order and/or the Agreement; provided that CUSTOMER does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the SOFTWARE or any part thereof or otherwise attempt to discover any source code (unless done with Provider's instruction, authorization or approval), or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the SOFTWARE. CUSTOMER may not use the SERVICES to develop, have developed, assist in the development of, or support, directly or indirectly, any product or service which has, entirely or partially, the same functions as those of the SERVICES, or which would be in direct competition with the SERVICES. CUSTOMER agrees not to modify the SOFTWARE in any manner or form, or to use modified versions of the SOFTWARE, including (without limitation) for the purpose of obtaining unauthorized access to the SERVICES. CUSTOMER agrees not to access the SERVICES by any means other than through the interface that is provided by PROVIDER for use in accessing the SERVICES.

13. PROVIDER Warranties. PROVIDER warrants that it will use its best efforts to ensure that the SERVICES shall conform in all material aspects to the descriptions and other terms and conditions set forth in Attachment A. PROVIDER further warrants that the SERVICES will perform their data processing and related features accurately and effectively. PROVIDER warrants that it will use its best efforts and all professional and customary methods to ensure that it obtains the correct and updated DO NOT CALL DATA from the various U.S. states, the U.S. federal government, and/or their agents.

15. Effective Date and Term. This Task Order shall be effective as of the date first shown above and shall continue for one (1) year, unless otherwise terminated in accordance with the provisions of this Task Order or the Agreement. The Task Order may be renewed at Customer's election on a month-to-month basis unless and until it is terminated by Customer in writing with thirty (30) days prior written notice.

16. Termination. In addition to (and without limitation of) the rights of termination granted in the Agreement, this Task Order may be terminated in writing by CUSTOMER for its convenience (without cause) upon thirty (30) days prior written notice. Provider may terminate this Task Order upon thirty (30) days notice in the event that: (i) PROVIDER notifies CUSTOMER of CUSTOMER'S failure to pay PROVIDER within sixty (60) days from the date of the undisputed invoice for services rendered in accordance with this Task Order (the "Non-Payment Notice") and (ii) CUSTOMER fails to cure such non-payment within thirty (30) days of the Non-Payment Notice. CUSTOMER may terminate this Task Order immediately upon PROVIDER'S failure to perform in accordance with any performance standards set forth herein or in the Agreement. PROVIDER may terminate this Task Order upon reasonable notice to Customer if it reasonably believes that CUSTOMER

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is using the SERVICES to support marketing programs that are not in compliance with all relevant federal or state laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order effective as of the date first written above.

PROVIDER
PossibleNOW, Inc.

By:

Name:

Title:

CUSTOMER
EchoStar Purchasing Corporation

By:

Name:

Title:

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TASK ORDER #2 - Do Not Call List Management Services

This Task Order #2 (the "Task Order") is entered into as of the 14 day of Dec, 2009 ("Task Order Effective Date") pursuant to the Master Services Agreement (the "Agreement") entered into as of the 1412 day of Dec, 2009, by and between EchoStar Purchasing Corporation ("Customer") and POSSIBLENOW.COM, INC. ("Provider") to which this Task Order is attached, the terms of which are incorporated herein by reference.

I. Description of services and deliverables

Do Not Call List Management Service (DLMS): PROVIDER will:

- a. Obtain the Do Not Call lists (landlines only) from the jurisdictions requested by Customer.
 - Wireless numbers/blocks will be included for no additional cost
- b. Validate completeness and accuracy of all list downloads or receipts
- c. De-dupe, remove bad data, and format the lists into one database in one of two selected output formats (the Do Not Call Database). Format options are:
 1. ASCII format, one 10-digit phone number field
 2. ASCII format, 10-digit phone number field, fully flagged, comma delimited, format specified in the DLMS Format Specification Document, Version 2
- d. Document list statistics
- e. Deliver to Customer's specified FTP folder a complete Do Not CALL Database (as specified specified in the DLMS Format Specification Document, Version 2) with respect to all jurisdictions requested by Customer in accordance with the Agreement and this Task Order upon start-up and thereafter on a weekly basis
- f. Notify Customer by e-mail each time a new file is posted to the Customer's FTP folder
- g. Research Do Not Call list-related questions (as required, up to a maximum of 2 hours per month)

In order to obtain Do Not Call data from Provider relating to any jurisdiction covered by this Task Order, Customer must provide proof of valid and current rights to access such data. Provider acknowledges that Customer has provided all proof of all valid and current rights required to access such data as of the Task Order Effective Date. Customer agrees to notify Provider within five (5) business days in the event that Customer in any way becomes ineligible to access one or more Do Not Call list covered by this Task Order.

Customer acknowledges and agrees that the Do Not Call Database compiled and maintained by Provider in performing the DLMS, as updated from time to time in accordance with this Task Order, represents a "Derivative Work" that is owned by the Provider and protected by copyright and other laws (hereinafter, the "Managed Database"). Provider hereby grants Customer a royalty-free right and license to use the Managed Database solely for the Customer's and its Affiliates' (as defined in the Agreement) internal use in performing telemarketing services for itself and others, and hereby agrees not to use, sublicense, modify, rent, lease, loan, sell, distribute or create derivative works based on the Managed Database, in whole or in part, except as set forth in this Task Order.

II. Term

This Task Order shall be effective as of the date first written above and shall continue for one (1) year thereafter, unless terminated by Customer for its convenience (without cause) upon thirty (30) days written notice to Provider. The Task Order will be renewable at Customer's option thereafter on a month-to-month basis unless it is terminated by Customer in writing with thirty (30) days prior written notice.

III. Fees and Payment Schedule

- Note: Actual services ordered are as specified by Customer from time to time in its sole discretion in connection with the DLMS Format Specification Document, Version 2

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POSSIBLENOW™

Do Not Call List Management System (DLMS)
Format Specification Document
Version 2.0

Prepared by:
PossibleNOW, Inc.
4375 River Green Parkway
Suite 200
Duluth GA 30096

CLIENT initials
JLS

I

PossibleNOW initials
RAS

DLMS Format Specification Document

Product Description

PossibleNOW's DLMS product is compiled from a database of Do-Not-Call Lists that is updated daily to accurately track the DNC status of phone numbers registered on the various State, National and Wireless Do Not Call lists.

The concept of DLMS is to provide customers with feeds of known DNC registered numbers. These feeds are separated into two distinct parts which are discussed below.

The feeds for the DLMS process can consist of DNC numbers from all State DNC lists, the FTC's National DNC Registry, all wireless numbers from the DMA's Wireless Blocks list and Neustar's Wireless Portability list, the clients Internal DNC list, and several optional third party lists.

The delivery of any DNC number is contingent upon the client's actual registration of the various DNC lists and subscription to the National Registry.

PossibleNOW uses the word "Filter" in the document below which is internal to PossibleNOW. Filter, represents the separate data sets wherein the State, National, Wireless and Internal DNC numbers are stored.

The standard delivery of the DLMS service will deliver the compiled DNC lists to the client using a 2 part process. The first part of the process is to provide the client with a complete data set of all DNC lists requested. PossibleNOW provides the complete and updated data set of all lists on a monthly basis. This complete data set is known as the "Full Refresh File". This file consists of all known DNC numbers currently stored in PossibleNOW's filter sets which can consist of DNC data from (State, National, DMA Wireless, Neustar Wireless Portability and Client Internal DNC).

The delivery of the full refresh file benchmarks a starting point for the secondary incremental update files that will follow.

The second part of the process is to provide the client with weekly incremental files that measure new DNC data. There are two file types for the daily delta files.

The first incremental file type is an "INSERT" delta file and the second type is a "DELETE" delta file. These insert and delete files represent any numbers that have been added or removed from any subscription filter since the delivery of the full refresh file. These files are generated weekly and represent changes within the last 7 days.

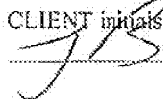
The calendar scheduling of the full refresh file and the incremental files is agreed on by both parties prior to delivery of the first full refresh file.

The DLMS files at the national filter level are broken down by area code in part due to the way registration with the National Registry is performed and how the National Registry provides updates to registered DNC numbers.

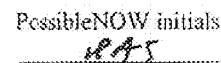
The number of incremental insert and delete files for the National Registry is dependent upon the number of registered area codes in a client's SAN.

The same holds true for State DNC filters and the DMA Wireless Block list. Each of these filters generates a weekly insert and delete file. These filters update less frequently than the National Registry so it is possible that there are no new records contained in the insert or delete file for these filters. If there is no new DNC data available in the weekly incremental feeds for these filters two blank output files are generated as place holders.

The Neustar Wireless Portability list is a full replacement on a weekly basis. This list updates daily and is provided from Neustar as a full replacement file, the concept of adds and deletes via a delta file do not exist for this filter.

CLIENT initials


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PossibleNOW initials


Output and File Names

Once the DLMS process has determined which filters are to be included in the client's DLMS feed a second process creates a weekly (zip) file containing all applicable DLMS files within.

Zip file name: <%CLIENT_LINK%>_DLMS_<% YYYYMMDD %>.zip

Example:

PossibleNOW_DLMS_20071101.zip

Contents of Zip File

Manifest_<% YYYYMMDD %>.txt

The manifest file lists the contents of the zip file.

Listed below are file name examples for National, State, Client Internal, DMA – Wireless Block and Neustar Wireless Portability filters within the delivered zip file for both the full refresh file and the weekly delta files.

Full Refresh File

National:

<%FILTERCD%>_<%AREA_CODE%>_<% YYYYMMDD %>_F.txt (National by Area Code Full File)

Example:

NGA_770_20071001_F.txt
NGA_404_20071001_F.txt

State:

<%STATE%>_<% YYYYMMDD %>_F.txt (State Full File)

Example:

OK_20071001_F.txt
CO_20071001_F.txt

Client Internal DNC:

<%CLIENT LINK%>_<%MASTER%>_<% YYYYMMDD %>_F.txt (represents all records for clients Internal DNC List)

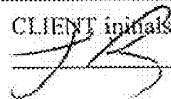
Example:

POSSIBLENOW_MASTER_20071001_F.TXT

DMA – Wireless Blocks:

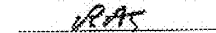
<%FILTERCD%>_<% YYYYMMDD %>_F.txt (DMA Wireless Block Full File)

CLIENT initials



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Example:

WIR_20071001_F.txt

**** DMA Wireless Block only outputs a 7 digit file****

NPA (Area Code)

NXX (Exchange)

X (First number in line)

Neustar Wireless Portability:

<%NEUSTAR%>_<% YYYYMMDD %>_F.txt (Neustar Daily Replacement File)

Example:

NEUSTAR_20071001_F.TXT

**** The Neustar Wireless Portability list is a daily full replacement file; all previous records should be removed and replaced with the new file****

Weekly Incremental Files

National:

<%FILTERCD%>_<%AREA_CODE%>_<% YYYYMMDD %>_I.txt (National by Area Code Insert File)

<%FILTERCD%>_<%AREA_CODE%>_<% YYYYMMDD %>_D.txt (National by Area Code Delete File)

Example:

NGA_770_20071002_I.txt

NGA_770_20071002_D.txt

NGA_404_20071002_I.txt

NGA_404_20071002_D.txt

State:

<%STATE%>_<% YYYYMMDD %>_I.txt (State List Insert File)

<%STATE%>_<% YYYYMMDD %>_D.txt (State List Delete File)

Example:

OK_20071002_I.txt

CO_20071002_I.txt

Client Internal DNC:

<%CLIENT LINK%>_<%MASTER%>_<% YYYYMMDD %>_I.txt (represents new inserts for client Internal DNC list)

<%CLIENT LINK%>_<%MASTER%>_<% YYYYMMDD %>_D.txt (represents new deletes for client Internal DNC list)

Example:

CLIENT initials

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POSSIBLENOW_MASTER_20071002_L.TXT
POSSIBLENOW_MASTER_20071002_D.TXT

DMA – Wireless Block

<%FILTERCD%>_<% YYYYMMDD %>_L.txt (DMA Wireless Block List Insert File)
<%FILTERCD%>_<% YYYYMMDD %>_D.txt (DMA Wireless Block Delete File)

Example:

WIR_20071001_L.txt
WIR_20071001_D.txt

**** DMA Wireless Block only outputs a 7 digit file****

NPA (Area Code)

NXX (Exchange)

X (First number in line)

Neustar Wireless Portability:

<%NEUSTAR%>_<% YYYYMMDD %>_F.txt (Neustar Daily Replacement File)

Example:

NEUSTAR_20071002_F.TXT

**** The Neustar Wireless Portability list is a full replacement file, all previous records should be removed and replaced with the new file****

Special Feature for Combining National Inserts and Deletes

Clients have the option of having all national list inserts and all national list deletes combined into single insert and delete files. If this option is selected, the naming convention of the national inserts and deletes within the daily zip file will be as follows:

National_<%YYYYMMDD%>_L.txt
National_<%YYYYMMDD%>_D.txt.

Client Requirements

As previous stated, the delivery of the DLMS feeds is contingent upon the client's registration of all applicable state DNC lists, National Registry, DMA – Wireless Blocks and Neustar Wireless Portability lists.

Client's Authorized Profile must include:

- 1) FTC's National Do-Not-Call Registry – Validated SAN
- 2) State Do-Not-Call Lists based upon client subscriptions
- 3) Premium List Subscriptions (DMA Wireless Block, Neustar Wireless Portability list)

CLIENT initials

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Frequency

All DLMS files are created per the agreed upon specifications. The monthly full refresh and weekly incremental DLMS feeds are transmitted on any client selected day. All subsequent DLMS files will be transmitted on the same schedule.

File Format Manifest File

- 1) ASCII files, comma delimited
- 2) Header Record
- 3) Text file containing all files included in this Do-Not-Call batch. Each file (update or Full) would be listed in this file.
 - a. Type (1 character) (I = inserts, D = deletes, F = full)
 - b. File Name
 - c. Record Count

Example of Manifest file

Type, FileName, RecordCount
I, NGA_770_20070410_I.txt, 50
D, NGA_770_20070410_D.txt, 250

File Format of DLMS Files

- 1) Phone number only, one number per line

Example File

5033727099
5033727100

File Transfer

All DLMS files are transmitted to PossibleNOW's FTP server, clients are provided with a URL, Login ID and Password to retrieve the DLMS files. Email communication is sent from PossibleNOW alerting the client that the DLMS files have been delivered.

File Retention

All DLMS files delivered to the FTP server are available for clients to retrieve for a period of 30 days. After 30 days all old files will be deleted by PossibleNOW from the FTP server.

Attachments

For a complete listing of all filter codes, state codes and area codes utilized to create the DLMS files please reference Attachment A - PossibleNOW-DLMS-Filter Sets.xls

CLIENT initials

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Specialized Delivery

PossibleNOW does offer customization to the DLMS process beyond the scope of the specifications laid out in this DLMS Standardization document. Additional fees may apply based on client requirements.

Client Acknowledgement

The undersigned acknowledges that this document has been review. The executing party acknowledges the standard format specifications and understands that customization may result in additional fees.

CLIENT

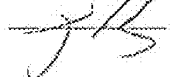
By: 

Name: 

Title: 

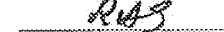
Date: 

CLIENT initials



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PossibleNOW initials



TASK ORDER #3 - DNCDirector and DNCUpdate Managed Services

This Task Order #3 (the "Task Order") is entered into as of the 14 day of Dec, 2007 ("Task Order Effective Date") pursuant to the Master Services Agreement (the "Agreement") entered into as of the 14 day of Dec, 2007, by and between EchoStar Purchasing Corporation ("Customer") and POSSIBLENOW.COM, INC. ("Provider") to which this Task Order is attached, the terms of which are incorporated herein by reference.

I. Description of services and deliverables

Provider provides Managed Services (or Services) to Customer using its DNCDirector and DNCUpdate Services. Customer provides data and files to Provider and Provider performs the agreed-upon services on the data and files and returns files to Customer. The specific services ordered by Customer are described in the DNCDirector/DNCUpdate Customer Order Form attached hereto as Attachment A and incorporated herein by reference in its entirety. The Managed Services covered by this Task Order are:

DNCDirector service:

- Provider maintains and shall continue to maintain at minimum at all times during the term of this Task Order two databases for use in the DNCDirector service, a Disconnect database and a New Connect/Re-Connect database. The Disconnect database represents a list of landline phone numbers that have been reported by a phone company as having been disconnected and the date of the reported disconnect. The New Connect/Re-Connect database represents a list of landline phone numbers that have been reported by a phone company as having been connected for the first time or re-connected to a new party and the date of the reported new connect or re-connect. Provider updates these databases weekly.
- Customer provides its company-specific DNC list or any number of company-specific DNC lists that it manages for its customers (the "Master DNC lists") to Provider. The Master DNC lists provided by Customer must include ten digit phone numbers representing consumer DNC requests and the dates the DNC requests were received. If Customer does not have a date for a given phone number in any given Master DNC list, Provider will assign the date of receipt of the file as the DNC request date for that number. Customer may update its Master DNC lists as frequently as it desires.
- Customer specifies whether the DNCDirector service is to use the Disconnect and New Connect/Re-Connect databases together or the New Connect/Re-Connect database alone (the "Ordered Service"). This is specified in the attached DNCDirector/DNCUpdate Customer Order Form.
- At the frequency specified by Customer on the DNCDirector/DNCUpdate Customer Order Form attached hereto as Attachment A, Provider will compare the phone numbers on the various Customer Master DNC lists to the phone numbers on the specified DNCDirector databases (the "Ordered Service"). Any phone number that matches a number on the specified DNCDirector databases and has a DNC request date prior to the most recent date of the phone number in the databases of the Ordered Service will be automatically deleted from that Customer Master DNC list. Provider will return to Customer its updated Master DNC lists, a list of the deleted phone numbers for each process run for each Master DNC list (Deleted Number File) and a Scrub Receipt detailing the results of the process.

DNCUpdate service:

- Provider maintains and shall continue to maintain at all times during the term of this Task Order a database of telephone area code changes and the effective dates of the changes in area codes (the area code update database) for use in DNCUpdate.
- Provider maintains and shall continue to maintain at all times during the term of this Task Order a table of the allowable expiration periods (in years) by state (the "Expiration Table"). This table represents the period over which each state and the federal government requires a company to maintain a company-specific DNC request on its internal DNC list before it may be purged. Customer must either approve the Provider's Expiration Table or provide its own table for use in the DNCUpdate service.

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- Customer provides its company-specific DNC list or any number of company-specific DNC lists that it manages for its customers (the "Master DNC lists") to Provider. The Master DNC lists provided by Customer must include ten digit phone numbers representing consumer DNC requests and the dates the DNC requests were received. If Customer does not have a date for a given phone number in any given Master DNC list, Provider will assign the date of receipt of the file as the DNC request date for that number. Customer may update its Master DNC lists as frequently as it desires.
- The DNCUpdate service will perform two tasks according to the frequency specified in the attached DNCDirector/DNCUpdate Customer Order Form: 1) The service will compare the phone numbers on the Customer's Master DNC lists to the phone numbers on the area code update database and any phone number that matches a number on the area code update database and has a DNC request date prior to the date the area code changed will be automatically updated to the new area code in the Customer Master DNC lists. 2) The service will compare the date of the DNC request with the Expiration Table for the state in which the number resides and will remove any number for which the retention requirement has expired.
- According to the frequency specified by Customer in the attached DNCDirector/ DNCUpdate Customer Order Form, Provider will return to Customer its updated Master DNC list with the area codes updated and the expired DNC requests removed.

The DNCDirector and DNCUpdate Services will return a Deleted Number File and updated Master DNC list within one (1) business day of receipt of a Customer Master DNC list and approved, completed Customer Order Form.

II. Term

This Task Order shall be effective as of the date first written above and shall continue for one (1) year thereafter, unless terminated by Customer for its convenience (without cause) upon thirty (30) days written notice to Provider. The Task Order will be renewable at Customer's option thereafter on a month-to-month basis unless it is terminated by Customer in writing with thirty (30) days prior written notice.

III. Fees and Payment Schedule

Fees for DNCDirector and DNCUpdate are \$0.10 per number returned in a Deleted Number File, representing a phone number removed from Customer's Master DNC List by the Ordered Service. Customer acknowledges that a company purchase order or credit card payment may be required to initiate Services.

Invoices for DNCDirector and DNCUpdate Services are issued upon delivery of the Deleted Number File and updated Master DNC List.

IV. Authorized Customer Employees

Customer may from time to time in a writing signed by an authorized representative of Customer designate certain employees, officers or other personnel as Project Managers for this Task Order.

Customer agrees that such designated Project Managers are authorized to place orders for the Managed Services covered by this Task Order.

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V. **Special Conditions:**

1. Data Transmission Security. Customer agrees to use software that supports a data security protocol compatible with the protocol used by Services. Until notified otherwise by Provider, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Provider and to follow Provider's log-on procedures for the Services that support such protocols. Customer acknowledges that Provider is not responsible for notifying it of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across the Internet.
2. Additional Limitation of Liability and Provider Warranties Relating to the DNCDirector and DNCUpdate Services. Provider receives data for the DNCDirector and DNCUpdate are code services from third party data providers. The data in the Disconnect database and Area Code Update database, access to which is provided under this Task Order, are provided "as is" and Provider makes no other warranty, express or implied, regarding the accuracy or completeness of these databases. Provider shall not be held liable for any inaccuracies or omissions arising out of or in connection with the data in these databases. With respect to the New Connect/Re-Connect database, Provider warrants that each number in the database is either a new phone number (never before used by any party) or a re-connected phone number. If the number is a re-connected number, Provider warrants that:
 - The number was previously submitted as a disconnected number by a phone company,
 - The number stayed disconnected for at least thirty (30) consecutive days, and
 - When the number was re-connected, it was re-connected to a party with a different name and address than the party that previously had the number.As a part of the Managed Services provided under this Task Order, Provider matches the numbers in the Customer's Master DNC lists with databases specified by Customer. Provider warrants the accuracy of its matching process and the dispositioning of numbers according to the results of the matching process.
3. Data Retention. Provider agrees to retain the Customer Master DNC list and all Deleted Number Files and DNCDirector reports and DNCUpdate reports for the lesser of (a) five years from the date of creation, or (b) six (6) months after the expiration or termination of this Task Order.
4. Restrictions on Use of Certain DNCDirector Data. The Disconnect Date represents the most recent date in the Disconnect database associated with a given phone number (if it exists in the Disconnect database). The New Connect/Re-Connect Date represents the most recent date in the New Connect/Re-Connect database (if it exists in the New Connect/Re-Connect database). The Deletion Designator is the information that identifies the source of the date as either the Disconnect database or New Connect/Re-Connect database and gives the reason that a number was deleted from the related Master DNC list and was included in the Deleted Number File. Together the Disconnect Dates, the New Connect/Re-Connect Dates, and the Deletion Designators represent the Special Data covered by this Section.
 - If ordered by Customer in the attached DNCDirector/DNCUpdate Customer Order Form, Provider agrees to include, in the Deleted Number Files returned to Customer, either the Disconnect Date or the New Connect/Re-Connect Date (whichever led to the deletion) and the Deletion Designator.
 - Customer agrees that the Special Data is for the sole use of Customer and its Affiliates and no other party may have access to the Special Data. Customer further agrees that the Special Data is solely to be used for understanding and referencing the reason a number was included in the Deleted Number File and for no other purpose. Specifically, Customer agrees that:
 - a) It will not allow any third party to access the Special Data, other than its Affiliates (as defined in the Agreement).

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- b) It will not provide the Special Data to any service bureau, timesharing, or other data processing service;
- c) It will not sell or sublicense any of the Special Data, other than to an Affiliate.
- d) It will not publish a directory, in any form, including on the public Internet, including any Special Data, and
- e) It will not use the Special Data in any way except as provided herein.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives as of the date first written above.

POSSIBLENOW, INC.

By: Richard Stauffer

Name: Richard Stauffer

Title: COO

EchoStar Purchasing Corporation

By: [Signature]

Name: JH Blum

Title: 12/14/07

JDG:TW PossibleNow EchoStar Master Services Agreement final 112507

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(All fields denoted in red are required)

For Office Use Only:	Sale Rep: Guy Caldwell	Order Entry:
	Set-up Date:	Date Trained:

Customer Information

Company Name:	Echostar Satellite, LLC	Company Website:	www.dishnetwork.com
Company Address 1:	9601 S. Meridia Blvd	Contact Name:	
		(Main Admin for DNC)	
Company Address 2:		Contact Phone:	
City:	Englewood	Contact Fax:	
State:	CO	Contact Email:	
Zip/Postal Code:	80112	Industry Type:	
Country:			
Same Billing and Delivery address, if not information is required below:		Same Company and Billing Contact, if not information is required below:	
Billing Address 1:		Billing Contact Name:	
Address 2:		Billing Phone Number:	
City:		Email Address:	
State:			
Zip/Postal Code:			
Country:			

Product Selection

DNC Director - Choose Service		DNC Update - Choose Services	
Disconnect AND New Connect/Reconnect	NO	Area Code Update	YES
New Connect / Reconnect ONLY	YES	Invalid Number	YES
DNC Director - Output File Type:		Expiration	YES
Standard	YES	Default Expiration	YES
With Special Data		Customer Expiration Table	
(Note: Use Restrictions Apply)		*(Note: Customer Expiration Table Must be Attached)	

Pricing

DNC Director - Pricing	DNC Update - Pricing
\$0.10 per number removed	\$0.10 per record affected
List Pricing: \$0.10 / number removed from up to 50,000 records removed. For higher volume, contact sales. Note the minimum charge is \$100 per process.	List Pricing: \$0.01 / record affected. For higher volume, contact sales. Note the minimum charge is \$100 per process.

Type of Order:

Test:	NO	Ongoing:	YES
One Time Order:	NO	Process Frequency:	Monthly

Initial Term of Agreement: Term:

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Payment Information

- A purchase order or credit card may be required.

☐ Credit Card Account
 (Note: Please fax a signed copy to
 770-255-1025 and send an online copy to
 your sales rep)

Payment Method:
 Credit Card Number:
 3- or 4-digit Security Code (CID):
 Expiration Date:
 Exact Name on Card:
 Credit Card Address:

☐ Yes Invoicing Account

Choose method of invoice delivery

--

Federal Tax ID:
 Enterprise Type:
 *If corporation, State of
 corporation:

Signature

By the signature below, I acknowledge that:

- 1) PossibleNOW has authorization to process the credit card provided above, if designated as a credit card order.

Signature:

Cass J. Kline

Printed Name:

Cass J. Kline

Notes

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PossibleNOW Initials:

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TASK ORDER #4 – Telemarketing Registration Support Services

This Task Order is entered into as of the 1 day of February, 2008 ("Task Order Effective Date") pursuant to the Agreement entered into as of the 14 day of December, 2007 (the "Agreement"), by and between Echostar Satellite, LLC ("Customer") and POSSIBLENOW.COM, INC. ("Provider"), the terms of which are incorporated herein by reference.

I. Description of services and deliverables

Telemarketing Registration Support Service (TRSS): PROVIDER will:

- a. Obtain all forms necessary for registering as a seller or telemarketer (including bonding, registered agent, and Certificate of Authority applications) and purchasing required Do Not Call data in all jurisdictions within the United States specified by Customer, including the fifty United States, the District of Columbia, and, the U.S. Federal Government, and provide them to Customer
- b. Provide a Master Form (if applicable) that captures common required information to simplify the process of filling in forms
- c. Provide a checklist for each jurisdiction of all steps required for telemarketing registration or acquisition of Do Not Call data
- d. Coordinate submission of forms and follow-up to verify receipt
- e. Track requirements in each jurisdiction; notify Customer of any new requirements or changes in requirements and facilitate completion of any new requirements
- f. Keep an ongoing calendar of required events necessary to maintain up-to-date registration and Do Not Call data access rights and notify Customer at least 30 days in advance of all requirements.

Note: The TRSS does not provide support for registration as a professional fundraiser, charitable fundraiser, or debt collector.

II. Term

This Task Order shall be effective as of the date shown above and shall continue for one year. After one year, this Task Order shall automatically renew on a month-to-month basis until otherwise terminated by either party upon thirty (30) days prior written notice to the other party.

III. Fees and Payment Schedule

Note: Actual state registrations ordered are identified in the attached TRSS Services Order Form.

Description	Fees	Terms
Set-Up Charges	\$500 (one time fee)	Due upon execution of agreement Non-refundable
State Telemarketing Registration Forms	\$200 per state per year	\$100 due upon initial order or initiation of annual renewal \$100 due upon successful registration or renewal
TRSS Monthly Maintenance Fee: 1 – 5 states 6 – 10 states 11 – 20 states 21 or more states	\$50 \$100 \$200 \$300	Based on number of states ordered Billing begins one month after placement of initial order
State Certificate of Authority Form (i.e., registration to conduct business in a state) – if required	\$50 per state	
Registered Agent – if required	\$340 per registered agent per state	
Optional Outside Legal Opinion (opinion of jurisdictions that require registration and purchase of DNC data)	\$3,000	Optional

Note: Does not include fees due to regulatory agencies. Registration fees, DNC list fees, registered agent fees, and bonding fees are the responsibility of Customer. Customer is responsible for any postage and overnight shipping charges.

Invoices for TRSS Services are issued at the beginning of the month for that month's maintenance fees and any registrations initiated or completed in the prior month.

IV. Authorized Customer Employees

The following Customer employees or officers, or such other Customer personnel, have been designated as Project Managers for this Task Order:

Nicholas Downey, Bob Davis

V. Special Conditions:

1. Customer Responsibilities and Warranties. Customer agrees that it is solely responsible for determining in which jurisdictions it must register as a seller or telemarketer and acquire Do Not Call data. (If desired, Provider will assist Customer by providing optional outside legal counsel to advise Customer on the

jurisdictions in which it must register and acquire DNC data. This legal advice involves additional fees as described above and is an optional additional service.) The specific jurisdictions in which Customer wishes to become registered and acquire DNC data are specified in the attached TRSS Order Form. Customer agrees to provide complete, true, and accurate information for all registrations and that it is solely responsible for the completeness and accuracy of all information provided to Provider or entered into all forms covered by this Task Order. Client warrants that all of the telemarketing activities that it undertakes pursuant to the registrations covered by this Task Order will be in compliance with all applicable state and federal laws. Client agrees to notify Provider within ten (10) business days of receipt of any communication with any jurisdiction covered by this Task Order relating to the registration or DNC list rights status within such jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives.

POSSIBLENOW.COM, INC.:

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: ROBERT MUNGER

Title: Director

Date: 2-4-2008

For Office Use Only:

Sales Rep:

Guy Caldwell

Set-up Date:

Customer Information

Company Name:	Echostar Satellite LLC	Contact Name:	Rob Munger
Company Address 1:	9601 S. Meridian Blvd	Contact Phone:	303-723-3368
Company Address 2:		Contact Fax:	
City:	Englewood	Contact Email:	Robert.munger@echostar.com
State:	CO		
Zip/Postal Code:	80112	Industry Type:	Consumer Marketing
Country:			
<input checked="" type="checkbox"/> Same Billing and Delivery address, if not information is required below:		<input type="checkbox"/> Same Company and Billing Contact, if not information is required below:	
Billing Address 1:		Billing Contact Name:	Ray Gabbard
Address 2:		Billing Phone Number:	720-514-5608
City:		Email Address:	Ray.gabbard@echostar.com
State:			
Zip/Postal Code:			
Country:			

State Registration Information
Select States for Registration

Alabama <input checked="" type="checkbox"/>	Massachusetts <input checked="" type="checkbox"/>	South Dakota <input checked="" type="checkbox"/> *
Alaska <input checked="" type="checkbox"/>	Mississippi <input checked="" type="checkbox"/> *✓	Tennessee <input checked="" type="checkbox"/> *✓
Arizona <input checked="" type="checkbox"/> *	Missouri <input checked="" type="checkbox"/> *✓	Texas <input checked="" type="checkbox"/> *✓
Arkansas <input checked="" type="checkbox"/> *	Montana <input checked="" type="checkbox"/> * ^	Utah <input checked="" type="checkbox"/> * ^
California <input checked="" type="checkbox"/> *	Nevada <input checked="" type="checkbox"/>	Vermont <input checked="" type="checkbox"/> *
Colorado <input checked="" type="checkbox"/> ✓	New Jersey <input checked="" type="checkbox"/> * ^	Washington <input checked="" type="checkbox"/>
Delaware <input checked="" type="checkbox"/>	New York <input checked="" type="checkbox"/>	West Virginia <input checked="" type="checkbox"/> ^
Florida <input checked="" type="checkbox"/> *~	North Carolina <input checked="" type="checkbox"/>	Wisconsin <input checked="" type="checkbox"/> *✓
Idaho <input checked="" type="checkbox"/>	Ohio <input checked="" type="checkbox"/> * ^	Wyoming <input checked="" type="checkbox"/> ~
Indiana <input checked="" type="checkbox"/> *✓	Oklahoma <input checked="" type="checkbox"/> *✓	
Kentucky <input checked="" type="checkbox"/>	Oregon <input checked="" type="checkbox"/>	
Louisiana <input checked="" type="checkbox"/> *✓	Pennsylvania <input checked="" type="checkbox"/> * ^~	
Maine <input checked="" type="checkbox"/>	Rhode Island <input checked="" type="checkbox"/>	
Neustar <input checked="" type="checkbox"/> ✓	Wireless Block Identifier <input checked="" type="checkbox"/> ✓	DMA TPS <input checked="" type="checkbox"/> ~

Note: States with an * above require an in-state registered agent; ^ indicates a Certificate of Authority is required; ✓ indicates DNC list purchase required; ~ indicates DNC list purchase required if not a DNCSolution subscriber

1) Registration

Would you like to PossibleNOW to handle registration? Yes ☒ No ☐
2) DNC List Purchase

Would you like PossibleNOW to handle the state DNC list purchases? Yes ☒ No ☐

TRSS Cost Summary

Item	1 Time	Monthly	Annual	Total
One Time Set Up	500			500
State Forms			4200	4200
Monthly Maintenance		300	3600	3900
Cerificat of Authority			500	500
Total	500	300	8300	9100

Attachment A- Services Description

Actual Services (as defined in the Task Order) ordered by CUSTOMER are specified in Attachment B to the Task Order #1 to which this Attachment A is attached (the "Task Order"), as such Attachment B may be amended from time to time in accordance with the Task Order.

A log-in ID is issued to a specific person (AUTHORIZED USER) and only that person may access the DNCSolution Services with that log-in ID.

Services provided through DNCSolution.com, DNESolution or DNCQuickcheck.com by log-in type is Administrative, Manager and Agent. Functionality of each log-in type is described below.

DNCInteractive

DNCInteractive is the foundation and management platform of the product family. It handles the list scrubbing needs of high volume calling and marketing campaigns. DNCInteractive also helps manage internal databases with requests for Do Not Call, Do Not E-mail, Do Not Fax and Do Not Mail, and corporate privacy directives providing a complete Do Not Contact solution.

A log-in ID is issued to a specific person (AUTHORIZED USER) and only that person may access the DNCSolution Services with that log-in ID.

Services provided through DNCSolution.com by log-in type are:

Administrative Log-In

- Access to billing reports
- Ability to edit account information and system-wide usage parameters
- Ability to create and manage company log-in IDs
- Management of DNC filters accessible for list scrubbing
 - o Authorization of state DNC filters
 - o Addition of CUSTOMER/SELLER National DNC Registry filters
 - o Ability to add premium filters such as NPA-NXX or wireless
- Creation or upload of a company Do Not Call policies
- Access to all DNCInteractive Manager and Agent services listed below

Manager Log-In

- Ability to process calling lists via interactive or FTP interface against state Do Not Call lists, Customer/seller-specific National DNC Registries, and CUSTOMER's various internal Do Not Call databases (if ordered)
 - o Compliant list, flagged record, or suppression file output formats
- Management of company's internal Do Not Call list (bulk upload and download)
- Addition of phone numbers to company's internal or project-level Do Not Call lists
- Ability to search for numbers on the company's internal or project-level Do Not Call lists
- Ability to view company Do Not Call policies and have any of them mailed to consumers
- Phone number research
- Access to all company activity reports
- Management (upload and download) of company's internal DNE/DNM/DNF lists
- Access to all DNCInteractive Agent services listed below

Agent Log-In

- Ability to check phone numbers against Do Not Call lists
- Ability to add phone numbers to company's internal Do Not Call list
- Access to training on Do Not Call rules and regulations
- Ability to view company Do Not Call policies and have any of them mailed to consumers
- Access to DNC regulatory information
- Research addresses against the company DNM list and DMA MPS list
- Add individual addresses to the company Do Not Mail list
- Research fax numbers against the company DNF list
- Add individual fax numbers to the company DNF list
- Research email addresses against the company DNE list
- Add individual email addresses to the company DNE list

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Premium Services

Manager Log-In

- Ability to process calling lists via interactive or FTP interface against the "Premium" set of DNC filters, including the CMA list, DMA Wireless Block Identifier list, Telcordia Wireless Filters, and the Neustar Intermodal Ported Telephone Number lists (if ordered)

DNCNotification

DNCNotification is an add-on feature to DNCInteractive. DNCNotification automates the scrubbing process for call lists. It provides total campaign compliance a 90-day period. The DNCNotification feature will allow users to upload a calling list and set time parameters for that calling list (60 or 90 days). Then, on a weekly basis, DNCNotification will automatically re-scrub the file (against the state, national, internal, and other Do Not Call lists) and will identify any new DNC matches. The system will "notify" the user if new DNC matches appear. A notification email will be sent to the "owner" of that calling file. The "owner" will then log into the system to download a DNC suppression file related to the calling list.

Services provided through DNCNotification by log-in type are:

Manager Log-In

- Ability to designate calling lists as "Notification" files and receive a weekly incremental suppression file of newly added DNC numbers from the files
- Access to reports
 - o View call lists selected for automatic notification
 - o See notification start & end dates
 - o Display the download industry
 - o See frequency of lists scrubbed
 - o Display date of last scrub

EBRSolution

EBRSolution is an enhanced service for DNCInteractive. EBRSolution allows Customers to safely call existing and former customers and prospects by correctly using and applying the state and federal Established Business Relationship (EBR) exemptions. EBRSolution identifies Do Not Call numbers and the exact federal or state jurisdictions that apply. It then applies the correct rules to each number to determine whether or not an exemption applies. The service returns the callable telephone numbers along with a "good through date" for calling. The service archives the details and provides complete record keeping and reporting.

Services provided through EBRSolution by log-in type are:

Administrative Log-In

- Ability to create company EBR policy including industry specific exemptions
- Ability to set-up, customize and review EBR rules tables

Manager Log-In

- Ability to create projects utilizing exemption handling
- Ability to upload and process calling lists with applied exemptions
- Ability to generate an EBR compliant list
- Create calling files with "Good Through Dates"
- Ability to set-up EBRAlert (with DNCNotification enabled) to alert you via email when a customers EBR is about to expire.
- Access to activity reports for that log-in ID only

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DNCQuickcheck

DNCQuickcheck offers a fast and simple way for branch offices, agents or individual sales professionals to check phone numbers against state, federal and internal do not call lists. It is an internet-based service that addresses all of the do not call requirements.

Services provided through DNCQuickcheck.com by log-in type are:

Agent Log-In

- Ability to check individual phone numbers or small lists against the state Do Not Call lists, Customer/seller-specific National DNC Registries, company-specific Do Not Call databases
- Ability to add phone numbers to a master company internal Do Not Call list
- Ability to identify the state and federal Established Business Relationship rules associated with any DNC number
- Access to training on Do Not Call rules and regulations
- Ability to view the company Do Not Call policy and have it mailed to consumers
- Access to DNC regulatory information
- Access to activity reports and record keeping for that log-in ID only (Call, Fax)
- Ability to perform Do Not Call Number research
- Ability to collect and manage opt-out fax, email and mail requests
- Ability to check fax numbers, email addresses and mail addresses to verify Do Not Contact status

DNESolution

DNESolution is a standalone product or an add-on feature to DNCInteractive. Do Not E-mail features help the CUSTOMER effectively comply with the opt-out (unsubscribe) requirements of the CAN-SPAM Act. The Do Not E-mail feature lets recipients easily opt-out from future e-mail contact and automatically updates the CUSTOMER Do Not E-mail database. It keeps the internal Do Not E-mail database current and up-to-date. CUSTOMER may track opt-out requests related to specific e-mail campaigns. CUSTOMER may ensure compliance by "scrubbing" against their Do Not E-mail list prior to conducting any e-mail marketing campaigns.

Services provided through DNESolution by log-in type are:

Manager Log-In

- Ability to create and edit company DNE filters and add 3rd party filters
- Management (upload and download) of company's internal Do Not E-mail list
- Ability to scrub email lists against filters
- Ability to customize collection methods of opt-in / opt-out requests by master list, product, campaign, division or department.
- Ability to archive emails
- Access to reports such as unsubscribes by project, Customer list processing, compliant list downloads and email research

Agent Log-In

- Research e-mail addresses against the company Do Not E-Mail list
- Add individual addresses to the company Do Not E-mail list

Customer Support

Administrator and Manager IDs

- 8:00 am – 7:00 pm M-F (Eastern) - Live phone support
- 7:00 pm – 11:00 pm M-F and 9:00 am – 5:00 pm Sat. - E-mail support/phone call-back within 30 minutes (at support@possiblenow.com)

Agent ID's – E-mail support (one half-business day response)

(All fields denoted in red are required)

For Office Use Only:	Sale Rep:	Guy Caldwell	Order Entry:	
	Set-up Date:		Date Trained:	

Customer Information

Company Name:	EchoStar Satellite, LLC	Company Website:	www.dishnetwork.com
Company Address 1:	9801 S. Meridian Blvd	Contact Name:	Rob Munger
		(Main Admin for DNC)	
Company Address 2:		Contact Phone:	303-723-3368
City:	Englewood	Contact Fax:	
State:	CO	Contact Email:	rob.munger@echostar.com
Zip/Postal Code:	80112	Industry Type:	Consumer Marketing
Country:			
Same Billing and Delivery address, if not information is required below:		Same Company and Billing Contact, if not information is required below:	
Billing Address 1:		Billing Contact Name:	
Address 2:		Billing Phone Number:	
City:		Email Address:	
State:			
Zip/Postal Code:			
Country:			

Administrator Login

(Note: The Administrator is the main role that handles Account Maintenance and List Processing.)

Same as Contact Information: ☐ (If this box is checked, Administrator is the same as Contact information Provided above.)

Administrators or Managers to be set-up initially:

Name:		Email:		Phone:		Role:	
Name:		Email:		Phone:		Role:	
Name:		Email:		Phone:		Role:	

SAN Information

- Please enter your Federal Do Not Call Registry Subscription Account Number (SAN) in the boxes below.
- If the account was not set up as a "Seller" account, the Organization ID and Downloader Password are required.
- Please Note: You will only enable access to the area codes that you have purchased through the National Do Not Call Registry registration process. If no SAN is provided, I acknowledge there will be no access to the National DNC list until SAN is provided.

Signature: _____

1) Provide SAN

2) If applicable provide additional information:

SAN:	284708-613907-07	Organization ID:		Downloader Password:	
SAN:		Organization ID:		Downloader Password:	
SAN:		Organization ID:		Downloader Password:	
SAN:		Organization ID:		Downloader Password:	
SAN:		Organization ID:		Downloader Password:	
SAN:		Organization ID:		Downloader Password:	

PossibleNOW Initials: RS

Product Selection

Please fill out boxes in BLUE

DNCInteractive - (Includes Do Not Call, Do Not Fax) Choose scrubbing allotment below:

Monthly Scrubbing Allotment	Monthly Subscription*	Extra Processing Charges (per thousand)	Admin/Mgr Log-In IDs	Monthly DNC Policy Letters Allotment**
9 Million	\$ 2,795	\$ 0.25	30	100

* A DNCInteractive subscription includes:

- an unlimited number of "Agent" IDs
- up to 2 hours of phone-based training upon account set-up
- up to 10 million phone numbers in project or master DNC filters (call for quote over 10 million)

** Extra DNC Policy fulfillment requests are billed at \$1.00 per policy

Extra training billed at \$75 per hour

FTP access is available on all accounts

Premium Services:	Would you like Premium Services for an added Monthly Charge?	Y or N	Yes
Monthly added charge:	\$150		

DNCNotification	Would you like DNCNotification for an added Monthly Charge? Y or N	Yes
	60-Day 90-Day	
Monthly added charge:	\$800 \$1,000	60 or 90 Day? 90

EBRSolution	Would you like EBRSolution for an added Monthly Charge? Y or N	Yes
Monthly added charge:	\$300	

DNCAudit	Would you like DNCAudit for an added Monthly Charge? Y or N	No
	Are you currently a DNCSolution Subscriber? Y or N	No
	Calls Analyzed in a Month (# of Calls)	0
Monthly added charge:	File Analysis Fee* \$0	Audit Report Fee \$0

Multiple calls made to the same number in one day will count as one "Billable Call" for billing purposes. For >4 files analyzed in one month = \$50 per file over four files analyzed. *Note - Monthly file analysis fees are waived for DNCSolution Subscribers.

DNCQuickcheck		Costs in the shaded box below are add-on features to DNCQuickcheck. These costs are plug in values.	
DNCQuickcheck # of IDs*	Monthly Cost per ID	Minimum Monthly Charge	Extra Processing Charge (per 1000 numbers)
100	\$ -	\$ 100	\$ 7
			\$ 5
			\$ 3.00
			Do Not Fax per ID \$ 1.50

Each DNCQuickcheck ID receives an allotment of 2,000 numbers checked per month

*available only as an addition to a DNCInteractive account or through www.dncquickcheck.com

**DNCPhonecheck is an optional addition to a DNCQuickcheck ID; limit of 20 voice notes per ID

DNESolution	Monthly Scrubbing Allotment	Monthly Subscription*	Extra Processing Charges (per thousand)	Admin/Mgr Log-In IDs
		\$ -	\$ -	0

* A DNESolution subscription includes:

- up to 1 hour of phone-based training upon account set-up
- Extra training is billed at \$100 per hour

Web Services Interface? Y or N		Note: Compliance with PossibleNOW specs is required
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Estimated Total: \$ 4,345

Notes

New Account - EchoStar Satellite - DNCI + PF + EBR + Nofid(\$0) 1 million records

PossibleNOW Initials: RS

Payment Information

- Accounts are billed each month for the upcoming monthly subscription fee, plus any additional usage fees from the prior month.
- Fields in red are required according to the chosen payment type.

(Note: All accounts that are 250,000 records per month or less must be CREDIT CARD accounts.)

<input type="checkbox"/> Credit Card Account (Note: Please fax a signed copy to 770-255-1025 and send an online copy to your sales rep)	Payment Method: <input type="text"/> Credit Card Number: <input type="text"/> 3- or 4-digit Security Code (CID): <input type="text"/> Expiration Date: <input type="text"/> Exact Name on Card: <input type="text"/> Credit Card Address: <input type="text"/> <input type="text"/> <input type="text"/>
--	---

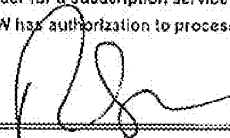
<input checked="" type="checkbox"/> Invoicing Account (Note: Invoice accounts are for 500,000 records per month or higher accounts)	Choose method of invoice delivery <input type="text"/> Federal Tax ID: <input type="text"/> Enterprise Type: <input type="text"/>
---	--

Signature

By the signature below, I acknowledge that:

- 1) This is an order for a subscription service that will be billed monthly until cancelled according to the contract terms.
- 2) PossibleNOW has authorization to process the credit card provided above, if designated as a credit card order.

Signature:



Printed Name:

MUNGER

PossibleNOW Initials:

RS

Attachment C – Pricing Guide

DNCSolution Total

DNCInteractive -
-Includes Premium Filers, EBRSolution, and DNCNotification

Monthly Fees
Subscription based on volume as follows:
Up to 1.0 M unique records per mo = \$1,475
Up to 2.25 M unique records per mo = \$2,195
Up to 4.5 M unique records per mo = \$3,100
Up to 9.0 M unique records per mo = \$4,345
(Add'l records @ \$1.00 per 1,000)
Over 10.0 M records = 0.40 per 1,000
(Minimum fee of \$4,500)

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R45 JTG

Description	Fees	Terms
Set-Up Charges	\$1,000 (one time fee)	Due upon execution of this Task Order; Non-refundable
DNC List Management Fees	\$2,000 per month	1 st payment due upon delivery of initial file

Note: Does not include fees due to regulatory jurisdictions. DNC list acquisition fees and registration fees and, if any, are the responsibility of the Customer. Customer is responsible for all reasonable postage and overnight shipping charges pre-approved in writing by Customer.

Invoices for DLMS Services are issued at the beginning of the month for that month's maintenance fees.

IV. Authorized Customer Employees

Customer may from time to time in a writing signed by an authorized representative of Customer designate certain employees, officers or other personnel as Project Managers for this Task Order.]

V. Special Conditions:

1. Data Transmission Security. Customer agrees to use software that supports a data security protocol compatible with the protocol used by Services. Until notified otherwise by Provider, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Provider and to follow Provider's log-on procedures for the Services that support such protocols. Customer acknowledges that Provider is not responsible for notifying it of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across the Internet.
2. Additional Limitation of Liability Relating to the DLMS Services. Provider is not responsible in any way for any failure of any jurisdiction to deliver its Do Not Call data to Provider accurately, completely, or in a timely way.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives effective as of the date first written above.

POSSIBLENOW, INC.:

By: Richard Stauffer
Name: Richard Stauffer
Title: COO

EchoStar Purchasing Corporation

By: [Signature]
Name: John Blum
Title: VP + AG

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Handwritten: RAS J6

End User Agreement

INTERMODAL PORTED TN IDENTIFICATION SERVICE AGREEMENT

This Intermodal Ported TN Identification Service Agreement ("Agreement") is entered into this 13 day of August, 2008 (the "Effective Date") by and between PossibleNOW.com, Inc., a Georgia corporation with a principal place of business at 4375 River Green Parkway, Duluth, GA, 30096 USA, ("PossibleNOW") and Dish Network ("Customer"), with a principal place of business at 9601 S. Meridian Blvd, Englewood, CO 80112 (individually a "Party" and collectively the "Parties").

Explanatory Statements

A. The United States Federal Communications Commission (the "FCC") has by order implementing the Telephone Consumer Protection Act of 1991 (the "TCPA") adopted rules, including those set forth in 47 C.F.R. Sect. 64.1200, (together with the TCPA, the "TCPA Rules"), prohibiting the initiation of telephone calls (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call (referred to herein as "TCPA Prohibited Conduct").

B. NeuStar operates as the Number Portability Administration Center (NPAC) Administrator under agreements (the "Master Agreements") with the North American Portability Management, LLC (the "NAPM").

C. Customer desires to receive certain NPAC data, as further defined below, from NeuStar (as the NPAC Administrator) through PossibleNOW for the sole purposes of avoiding engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

D. NeuStar, through PossibleNOW, desires to provide to Customer certain NPAC data in accordance with this Agreement and under authority of NeuStar's Master Agreements with the NAPM.

Terms and Conditions

1. **DEFINITIONS.** Capitalized terms and phrases used in this Agreement shall have the meanings set forth herein. Terms that are not defined herein are defined in the context in which they are used and have the meanings there stated.

2. **INCORPORATION.** The Explanatory Statements set forth above are hereby incorporated herein by reference.

3. **SERVICES.** PossibleNOW shall provide an intermodal ported telephone identification service (the "Service") to Customer in accordance with this Agreement. The Service shall consist of PossibleNOW making available, via Neustar (the NPAC Administrator), two (2) files consisting of lists of intermodal ports of telephone numbers ("TNs") since November 24, 2003, segregated between wireline to wireless ports and wireless to wireline ports ("Intermodal Ports") for each of the of the seven (7) regions of the NPAC. The data elements of such Intermodal Ports shall consist exclusively of TNs, and no other data elements. PossibleNOW shall update the files on a daily basis. PossibleNOW shall provide access to the Intermodal Ports data solely through subscription to the PossibleNOW DNCsolution service. Contractor may not under any circumstance have direct access to the NPAC or any other data elements not expressly set forth herein.

4. PERMITTED USES.

4.1. **Conditions.** Customer acknowledges and agrees that any rights it may have under this Agreement are subject to, among other provisions, and without limitation, NeuStar's and PossibleNOW's ability to continue providing Intermodal Ports as part of the Service, as set forth in Section 7.5 (Special Suspension and/or Termination). Customer further acknowledges that any rights it may have hereunder are subject to and conditioned upon, among other provisions, and without limitation, on Customer's representations and warranties under Section 11.1 (Customer) and strict adherence to Customer's obligations with respect to permitted uses under this Article 4 (Permitted Uses), the restrictions set forth in Article 5 (Restrictions), the qualification requirements under Article 6 (Qualification), and payment under Article 8 (Compensation). Moreover, Customer acknowledges and agrees that its receipt and use of the Intermodal Ports as part of the Service hereunder is subject to, and conditioned upon, among other provisions, and

without limitation, the express disclaimers concerning the sufficiency and adequacy of the Service in complying with the TCPA, as set forth in Section 11.2 (Disclaimers).

4.2. Customer Use. Subject to the Restrictions set forth in Article 5 (Restrictions), and the qualifications under Article 6 (Qualification) Customer may use the Service for the sole purposes of avoiding TCPA Prohibited Conduct (as defined in the Explanatory Statements above) by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

5. RESTRICTIONS.

5.1. Confidentiality & Ownership. The Intermodal Ports, and any information provided from the NPAC or as part of the Service, shall remain the Confidential Information and exclusive property of its respective owners.

5.2. Prohibited Actions. Customer is absolutely prohibited, subject to damages and injunctive relief, from (a) disclosing, selling, assigning, leasing or otherwise providing to any third party, including to a local service management system or other third party or public database, or (b) commercially exploiting the Intermodal Ports in any way, including by way of example and not limitation, for resale or marketing purposes.

5.3. Compliance with Laws. Customer shall comply with all applicable laws, orders and regulations applicable to this Agreement, including those applicable to the NPAC Administrator, the NPAC, the NAPM, and the Intermodal Ports.

6. QUALIFICATION.

6.1. Application. In order to qualify as a Customer, an applicant is first required to complete an application in which the applicant identifies the data it is requesting, and the intended use of the Intermodal Ports to be received through the Service. An applicant may execute an Intermodal Ported TN Identification Service Agreement only if PossibleNOW, on behalf of NeuStar, determines, based upon a good-faith, reasonable interpretation of the information provided by such applicant, that the applicant qualifies as a "Customer" under an Intermodal Ported TN Identification Service Agreement. If PossibleNOW, on behalf of NeuStar, cannot confirm whether an applicant qualifies as a "Customer" for purposes of an Intermodal Ported TN Identification Service Agreement, PossibleNOW and NeuStar may refer such application to the NAPM for its decision before entering into an the Intermodal Ported TN ID Service Agreement with such applicant, which decision shall be binding.

6.2. Continued Qualification Process. Upon the anniversary date of the execution of this Agreement, Customer shall certify to PossibleNOW the following: (a) that it is in full compliance with the terms and conditions of this Agreement, and (b) that it intends in the upcoming year to continue to comply with the terms and conditions of this Agreement.

6.3. Process. PossibleNOW may establish any reasonable application process under Section 6.1 (Application) or qualification process under Section 6.2 (Continued Qualification Process), including without limitation an online process.

7. TERM & TERMINATION.

7.1. Term. This Agreement shall commence on the Effective Date and shall continue for twelve (12) months thereafter (the "Term"), unless otherwise earlier terminated in accordance with this Agreement. In order to receive the Service after the expiration of the Term, Customer shall apply for and execute a new Intermodal Ported TN Identification Service Agreement.

7.2. Default Termination. In the event that Customer commits a material breach of any obligation hereunder, PossibleNOW may, by giving written notice to Customer, immediately suspend or terminate this Agreement. For the purposes of this Section, and by way of example and not limitation, the following shall be considered a material breach of an obligation under this Agreement:

- (a) any representation or warranty made by Customer which was or turns out to be incorrect in any respect;
- (b) non-payment by Customer;
- (c) failure by Customer to comply with its obligations under Article 4 (Permitted Uses) or the restrictions in Article 5 (Restrictions);
- (d) failure by Customer to deliver an accurate certification to PossibleNOW in accordance with Article 6 (Qualification), or if PossibleNOW determines, by reason of the certification or otherwise, that Customer no longer qualifies as a "Customer".

The foregoing notwithstanding, PossibleNOW may pursue any legal remedies it may have under applicable law or principles of equity relating to such breach and subject to the terms of this Section.

7.3. Convenience Termination. Customer may terminate this Agreement for its convenience, upon sixty (60) days prior written notice.

7.4. Insolvency. Either Party may immediately terminate this Agreement if the other Party (a) becomes or is declared insolvent or bankrupt; (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntarily or involuntarily) which is not dismissed within ninety (90) Days; or (d) makes an assignment for the benefit of creditors.

7.5. Special Suspension and/or Termination. Customer hereby acknowledges and agrees that any rights NeuStar and PossibleNOW may have to provide the Service, and any rights Customer may have to receive the Service, including the Intermodal Ports, under this Agreement are subject to continued authority to do so under NeuStar's Master Agreements with the NAPM, and any applicable laws, rules, orders and regulations. Therefore, NeuStar and PossibleNOW may suspend and/or terminate the Service and/or this Agreement without notice, and without liability of any kind, if required to do so under the Master Agreements or in accordance with applicable law, rule, order, or regulation. A suspension or termination by NeuStar or PossibleNOW of this Agreement under this Section 7.5 may, but is not required to, be accompanied by an offer to execute an Intermodal Ported TN Identification Service Agreement containing new terms and conditions that comply with the Master Agreements and any applicable laws, rules and regulations.

7.6. Effect. Termination or expiration refers to the termination of the Parties' respective commitments and obligations from and after the date of such termination or expiration, but does not relieve the Parties of their payment and other obligations incurred prior to the date of termination or expiration. Customer is not entitled to a refund of any unused portion of any payments made to PossibleNOW for the Service if this Agreement is terminated by Customer under Section 7.3 (Convenience Termination) or by NeuStar or PossibleNOW under Section 7.2 (Default Termination) or if the Service and/or the Agreement is suspended by NeuStar or PossibleNOW under Section 7.5 (Special Suspension and/or Termination).

8. COMPENSATION.

8.1. Payment. Customer shall pay to PossibleNOW, by way of pre-payment, the amounts set forth in and in accordance with Schedule 1 to this Agreement. If PossibleNOW finds it necessary to render an invoice to Customer hereunder for any reason, payment thereunder shall be due and payable no later than thirty (30) days after the date of the invoice. Any amounts not paid when due shall be assessed interest at a monthly rate equal to one and one half percent (1.5%) or the maximum rate allowed by law, whichever is less, from the date the payment was due. If PossibleNOW commences legal proceedings to collect any payment due to it hereunder, Customer shall be responsible for and pay all reasonable attorney's fees, court costs and other reasonable collection expenses incurred by PossibleNOW.

8.2. Taxes. Unless specifically set forth in an invoice, all charges to Customer are calculated exclusive of any applicable federal, state or local use, excise, value-added, gross receipts, sales and privilege taxes, duties, universal service assessments or similar liabilities (other than general income or property taxes imposed on PossibleNOW) associated with the Service, whether charged to PossibleNOW, its suppliers or affiliates, customers or end user.

9. INTELLECTUAL PROPERTY. No right, including by way of license, title or interest, in intellectual property of any kind shall be deemed to have been granted by NeuStar or PossibleNOW to Customer, except as otherwise expressly authorized herein.

10. CONFIDENTIALITY.

10.1. Confidential Information. Customer Party acknowledges that as part of the Service it is receiving or otherwise has access to confidential or proprietary information ("Confidential Information") of NeuStar, PossibleNOW, or third parties. Confidential Information shall mean all information, disclosed in any form, which (a) concerns the operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of NeuStar, PossibleNOW, or any third party; (b) Customer knows or might reasonably expect is regarded by NeuStar, PossibleNOW, or a third party as Confidential Information; (c) is designated as confidential, restricted, proprietary, or with similar designation; (d) concerns any of the terms or conditions or other facts with respect to this Agreement; and (e) the Service and any data provided by Neustar from the NPAC, including the TN Ports.

10.2. Exclusions. Confidential Information excludes any information that can be demonstrated (a) at the time of disclosure, was in the public domain or in the possession of the receiving party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving party without any obligation to restrict its further use or disclosure; (d) was independently developed by the receiving party without reference to Confidential Information of the disclosing party; or (e) was required to be disclosed to satisfy a legal requirement of a competent government body.

10.3. Obligations. Confidential Information shall remain the property of its owner. Customer shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. In the event of any disclosure or loss of, or inability to account for, any Confidential Information, Customer shall promptly, and at its own expense notify PossibleNOW in writing, and take such actions as may be necessary and cooperate in all reasonable respects to minimize the violation and any damage resulting therefrom. If Customer receives a request to disclose Confidential Information, it shall immediately upon receiving such request, and to the extent that it may legally do so, advise PossibleNOW promptly and prior to making such disclosure in order that PossibleNOW, NeuStar, the NAPM, or the third party owner of such Confidential Information may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

10.4. Publicity. Customer shall not identify, either expressly or by implication, PossibleNOW or NeuStar, or use any of their trade names, trademarks, service marks, or other proprietary marks in any advertising, sales presentation, news releases, advertising, or other promotional or marketing materials without that Party's prior written consent.

11. REPRESENTATIONS, WARRANTIES & DISCLAIMERS.

11.1. Customer. Customer represents and warrants that:

- (a) it has submitted a complete, accurate and truthful application to PossibleNOW for qualifying as a "Customer" under this Agreement (Appendix A);
- (b) it intends to, and will, receive the TN Ports for the sole purposes of avoiding engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

11.2. Disclaimers.

(a) EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL SERVICES PROVIDED HEREUNDER, INCLUDING THE TN PORTS AND ANY OTHER INFORMATION OR DATA FROM THE NPAC, ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND NEITHER POSSIBLENOW, NEUSTAR, NOR EITHERS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY OTHER THIRD PARTY INCLUDING, WITHOUT LIMITATION, ITS OWN CUSTOMERS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT RELATING TO ANYTHING PROVIDED OR USED OR DESCRIBED HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

(b) NEITHER POSSIBLENOW, NEUSTAR, NOR EITHERS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY OTHER THIRD PARTY WITH RESPECT TO THE SUFFICIENCY OR ADEQUACY OF THE TN PORTS, OR ANY OTHER INFORMATION OR DATA PROVIDED TO CUSTOMER, WHETHER OR NOT PART OF THE SERVICE, IN COMPLYING WITH THE TCPA, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

12. LIABILITY.

12.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL POSSIBLENOW, NEUSTAR, EITHERS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, CLAIMS OF LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, AND ANY FINES OR OTHER LOSSES IMPOSED BY ANY GOVERNMENTAL AUTHORITY, WHETHER STATE OR FEDERAL, INCLUDING WITHOUT LIMITATION THE U.S. FEDERAL COMMUNICATIONS COMMISSION, FOR FAILURE TO COMPLY WITH ANY LAW, RULE, ORDER OR REGULATION CONCERNING THE TCPA OR THE TCPA RULES, WHETHER SUCH CLAIM IS CHOATE OR INCHOATE, WHETHER BY STATUTE, IN TORT, OR

IN CONTRACT, INCURRED BY CUSTOMER, INCLUDING SUCH CUSTOMER'S OWN CUSTOMERS, END USERS OR CONTRACTORS, EVEN IF POSSIBLENOW OR NEUSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. Direct Damages. POSSIBLENOW'S AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE LESSER OF (i) ACTUAL DIRECT DAMAGES, AND (ii) THE AMOUNTS ACTUALLY PAID TO POSSIBLENOW BY CUSTOMER IN CONNECTION WITH THE SERVICE OVER THE PRECEDING SIX (6) MONTHS, OF THE CURRENT TERM OR RENEWAL TERM, FROM THE TIME THE EVENT RESULTING IN LIABILITY OCCURS.

12.3. Force Majeure. Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including an "act of God", insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or any similar act or omission beyond the reasonable control of any Party. Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with a Party's performance under this Agreement, each Party shall be excused from performance of its obligations during the period of such interference, provided that such Party uses all reasonable commercial efforts to avoid or remove such causes of nonperformance.

13. INDEMNIFICATION.

13.1. Obligations. Customer shall indemnify, defend and hold harmless PossibleNOW, its affiliates and their respective officers, directors, employees, shareholders, and members from and against any losses, claims, penalties, fines, judgments, damages, forfeitures, liabilities or expenses (including reasonable attorney's fees, expert witness fees, expenses and costs of settlement) (collectively, "Losses") or threatened Losses arising out of, relating to, incurred in connection with, or based upon: (a) any breach by Customer of its obligations, warranties and representations set forth in this Agreement.

13.2. Procedure. Upon receiving notice of any third party claim covered by the indemnity obligations set forth in this Article, PossibleNOW shall promptly notify Customer. The right of indemnification hereunder shall not be adversely affected by a failure to give such notice, unless and only to the extent that the Customer is materially prejudiced thereby. Customer may assume control of the defense of any such claim; however, PossibleNOW may, at its own cost and expense, participate through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising there from. Customer shall not settle any such claim without PossibleNOW's prior written consent, which consent shall not be unreasonably withheld or delayed, unless such settlement is solely for monetary damages for which PossibleNOW is fully indemnified therefore under this Agreement. If Customer does not assume full control over the defense of a claim pursuant to this Section, then Customer may participate in such investigation, defense or trial, at its sole cost and expense, and PossibleNOW shall have the right to defend or settle such claim in such manner as it may deem appropriate, solely at the cost and expense of Customer.

14. GENERAL.

14.1. Assignment. Customer may not assign or otherwise transfer all or any portion of its rights or obligations under this Agreement without prior written consent of PossibleNOW, which consent shall not be unreasonably conditioned, withheld or delayed. Any assignment or transfer in violation of this Section shall be void and have no effect.

14.2. Notices. Any notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) one (1) business day after being transmitted via an express, overnight courier with a reliable system for tracking delivery, delivery costs paid (c) when sent by confirmed facsimile with a copy delivered by another means specified in this Section, or (d) on the day an authorized employee of the receiving party accepts receipt in writing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, to the address listed on the first page of this Agreement. A Party may from time to time change its address or designee for notice purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

14.3. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the Parties.

14.4. Relationship of Parties. The Parties are independent contractors, bound to each other only as provided for herein. Neither Party as the authority to bind, act on behalf of or represent the other. Except as expressly set forth in this Agreement, nothing in this Agreement creates a relationship of partnership, employer and employee, principal and agent, master and servant, or franchisor and franchisee.

14.5. Severability and Modification. If any provision of this Agreement is held invalid or unenforceable, then

the remaining provision of this Agreement shall become null and void and be of no further force or effect. If by rule, regulation, order, opinion or decision of the Federal Communications Commission or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Agreement, this Agreement is required to be rescinded or is declared ineffective or void in whole or in part, whether temporarily, permanently or ab initio, immediately upon such determination and without any requirement on any Party to appeal, protest or otherwise seek clarification of such determination, this Agreement shall be rescinded and of no further force or effect.

14.6. Consents and Approval. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed, conditioned or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

14.7. Waiver of Default. No waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, waiver, or discharge is sought to be enforced. A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

14.8. Cumulative Remedies. Except as otherwise expressly provided, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

14.9. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration (in whole or in part) shall survive any such termination or expiration (in whole or in part, as applicable) and continue in full force and effect.

14.10. Third Party Beneficiaries. This Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties, or to give any right to either Party to enforce this Agreement on behalf of a third party, except that the North American Portability Management, LLC shall be considered a third party beneficiary.

14.11. Governing Law & Venue. This Agreement and performance under them shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its choice of law principles or the U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby expressly opt-out from the applicability of any State's version of the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby submit to the exclusive jurisdiction of the State and Federal courts of the State of Georgia.

14.12. Waiver of Jury Trial. To the extent applicable, the Parties each waive any right they may have to a trial by jury in any legal proceeding arising from or related to this Agreement.

14.13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter in this Agreement, and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained therein. This Agreement may be modified only by a written instrument executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this day and year first written below.

CUSTOMER

PossibleNOW.com, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INTERMODAL PORTED TN IDENTIFICATION SERVICE AGREEMENT

Background

To order the intermodal files provided by NeuStar Inc. through PossibleNOW.com Inc., you must first certify that you intend to use the information provided to you to comply with the Telephone Consumer Protection Act (TCPA). By signing this Agreement, you are registering as a Direct Marketer (user of intermodal files for internal purposes only). Also, you are agreeing that, as a Direct Marketer, you agree that you will not resell the intermodal ported telephone number data.

Pricing

If you plan to register as a certified Direct Marketer through PossibleNOW (i. e., you intend to use the data for internal use only), you are authorized to purchase a single one-year subscription at a cost of USD\$1100. This price is available only to PossibleNOW customers, and the data will be made available to you only through a subscription to PossibleNOW's DNC Solution. Your subscription is valid for the period of one (1) year from the date of purchase.

If you intend to comply with the TCPA ruling and to proceed with registration, you MUST answer "Yes" to all questions in Appendix A and sign the Appendix A page. If you answer "No" to any required question (i.e., the given statement DOES NOT accurately describe your intended use of the information you are requesting from NeuStar/PossibleNOW), you will not qualify for the service and will be unable to register.

Please contact PossibleNOW sales department at 800-585-4888 should you have any questions regarding this registration process.

SCHEDULE 1

INTERMODAL PORTED TN IDENTIFICATION SERVICE AGREEMENT Pricing

As set forth in the Intermodal Ported TN Identification Service Agreement ("Agreement") between Customer and PossibleNOW, Customer hereby agrees to pay PossibleNOW in accordance with this Schedule 1 (Pricing).

1. Service. Unless otherwise expressly provided herein, Service fees are the responsibility of Customer and apply to each system (i.e., database) provisioned by Customer. A separate subscription is required to provision additional Customer systems. Rights to the Service are limited to Customer, and do not extend to Customer's affiliates. If a Customer affiliate desires access to the Intermodal Ports, each affiliate must qualify for the Service and execute a separate Intermodal Ported TN Identification Service Agreement. An "affiliate" means, with respect to a specified entity, any other entity that, directly or indirectly, controls, is under common control with, or is controlled by such specified entity; "control" and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

2. Direct Customer

A. If Customer uses the files containing the Intermodal Ports for itself to avoid engaging in conduct prohibited by the TCPA, then such Customer is referred to as a "Direct Customer".

B. In exchange for the Service, a Direct Customer shall pay to PossibleNOW a sum equal to:

For DNC Solution subscribers - One Thousand One Hundred Dollars (US\$ 1,100)

For all others - One Thousand Three Hundred Dollars (US\$ 1,300)

for a one (1) year subscription term to the Service.

3. Liquidated Damages. In the event that Customer commits a material breach of any obligation under the Agreement, Customer shall pay to PossibleNOW as liquidated damages an amount equal to five (5) times the fees applicable for the then current one (1) year subscription fee for each instance of a violation of the Agreement.

4. Audit Rights. During the term of the Agreement and for two (2) years thereafter, PossibleNOW shall have the right to cause an audit by a reputable and independent third party auditor, at the expense of PossibleNOW, of Customer's access, receipt, use and disclosure of the Service and/or Intermodal Ports, but not more than twice in any one calendar year, for the sole purpose of confirming compliance with the terms and conditions of the Agreement, including this Schedule 1 (Pricing). As part of any such audit, Customer shall, subject to reasonable confidentiality restrictions, provide to PossibleNOW and/or its designees reasonable access to: (a) Customer's staff; (b) books and records and other supporting documentation relating to Customer's access, receipt, use and disclosure of the Service and/or Intermodal Ports.

Appendix A
Application Agreement

1. Applicant certifies its desire to receive TNs as part of the Service for Applicant's own internal purposes.

Yes X No _____

2. Applicant certifies that it desires to receive lists of Intermodal Ports of TNs as part of the Service, segregated between wireline to wireless ports and/or wireless to wireline ports.

Yes X No _____

3. Applicant certifies its intent to use the TNs provided as part of the Service for the sole purpose of Applicant avoiding "TCPA Prohibited Conduct" (as that term is defined above).

Yes X No _____

4. Applicant certifies that it is intending to receive the Service for the purpose of Applicant using TNs for internal purposes only and not for resale.

Yes X No _____

CUSTOMER

By: [Signature]

Name: STEVE SCHWITZBERG

Title: CSC Director

Date: 8/13/2008

**DNC COMPLIANCE SERVICES
FOR
ECHOSTAR SATELLITE, LLC**

About PossibleNOW:

Since June 2000, PossibleNOW has been providing compliance solutions to businesses. Today, the company is a recognized leader in the Do Not Contact area (**Do-Not-Call, Do-Not-Fax, Do-Not-Mail, Do-Not-Email**), providing services to over 550 different organizations that perform scrubbing on behalf of 7,000 companies. The company has an impressive customer base that includes over 200 telemarketing companies, over 30% of the "Top 50 Teleservices Agencies" and many large Fortune 500 direct to consumer marketing companies. The experience and insight gained by working with so many different companies and models uniquely qualifies PossibleNOW to provide its comprehensive Do Not Call solutions to Echostar and its Dish Network Retailers.

Some notable PossibleNOW clients include:

ADT Security	Charter	HSBC
BellSouth	Discover Financial	Indy Mac Bank
Blue Cross / Blue Shield	EarthLink	TransUnion
Comcast	H-P	Wyndham / Fairfield Resorts

Project Scope:

PossibleNOW will provide a comprehensive enterprise-wide suite of Do Not Call compliance solutions to Echostar and its Dish Network Retailers. At the core of the solution, PossibleNOW will provide access to its turn-key technology application for Do Not Call compliance, DNCsolution. The tools provided within the DNCsolution technology application will allow Echostar and its affiliates to comply with the provisions of the Telephone Consumer Protection Act, The Telemarketing Sales Rule, and the state Do Not Call laws. The services will also provide a marketing advantage to the Echostar enterprise by limiting over suppression of numbers and allowing for an opt-in universe for call programs. Finally, the services and solutions will provide proper record keeping, reporting, and monitoring tools, so Echostar and its Retailers can meet the Safe Harbor provisions of the laws.

In order to deliver this enterprise solution to Echostar, PossibleNOW will utilize the following services:

- 1) **Consulting Services** -- Vendor Certification Program for all Retailers that perform outbound telemarketing
- 2) **DNCInteractive / Premium Filters / DNCNotification / EBRsolution / DNCQuickcheck** -- ASP based suppression and DNC services for corporate operations and Retailers
- 3) **Do Not Call List Management Services (DLMS)** -- compiled content of all Do Not Call Lists for database flagging and the Echostar internal scrubbing solution
- 4) **DNCDirector** -- data hygiene service that will identify and remove numbers from the company-specific DNC list for time limit expirations, area code splits, and disconnected & reassigned numbers
- 5) **DNCAudit** -- post calling data analysis tool to audit call programs and monitor compliance of corporate scrubbing and retailer scrubbing
- 6) **Telemarketer Registration Support Services (TRSS)** -- registration service will identify, complete, and facilitate all necessary state telemarketer registrations

A description of each service along with corresponding pricing is provided below.

Consulting Services:

PossibleNOW's Vendor Certification Program will ensure that Dish Network Retailers are in harmony with the compliance programs and objectives established by Echostar. This is an essential part of the overall compliance program given the high level of risk that has been identified in the current affiliate telemarketing environment.

Through the Vendor Certification Program, PossibleNOW will perform a Safe Harbor assessment and gap analysis on all Dish Network Retailers that perform outbound telephone marketing. PossibleNOW will look at the key elements of the telemarketing legislation and ensure the requirements are being met. Our assessment team will perform fact finding activities through telephone interviews, documentation, and data analysis. Specifically, this option proposes to conduct telephone interviews with key call center personnel at each affiliate in order to perform the analysis. Through these interviews, our consulting team will work to obtain the clearest compliance picture possible while managing overall costs for audit.

The assessment portion of the certification will include contractual and regulatory compliance. The data analysis portion will determine if calling campaigns are compliant with national, state, wireless, and internal DNC lists. These methodologies will provide a measurable assessment which can be used to determine approximate risk levels and subsequent recommendations for compliance with the legislation and with Echostar programs.

DNCInteractive:

DNCInteractive is PossibleNOW's internet-based compliance service designed to provide complete compliance with the Do Not Call provisions of state and federal law. The DNCInteractive features will be used by the database marketing department, all Dish Network Retailers, and the corporate privacy team. The DNCInteractive system will allow these Echostar employees and affiliates to access compliance tools to meet ALL the Do Not Call requirements of state and federal law and will provide the record keeping and reporting necessary for a Safe Harbor defense. The core features of DNCInteractive will be utilized for batch processing large files via FTP, automated collection and publishing of company-specific DNC lists, and for compliance reporting and record keeping. Services will be accessed over the web via PossibleNOW's website and through FTP.

DNCInteractive will provide the following tools for Do Not Call:

- * Management of state, wireless, DMA, and CMA Do Not Call lists
- * Management of the FTC's National Do Not Call Registry -- by FTC SAN
- * Automated collection, management, and publishing of the company --specific Do Not Call list for Echostar & Retailers
- * Automated high volume list scrubbing to verify the Do Not Call status of telephone numbers.
- * Written Do Not Call Policy creation, fulfillment, and management
- * Employee training on the Do Not Call laws
- * Do Not Call Number Research
- * Record keeping and reporting on all Do Not Call functions - state and federal DNC number history, scrub file history, training reports, DNC Policy fulfillment reports, and more

Premium Filters:

Premium Filters are an add-on service to DNCInteractive. They provide access and management to additional third party Do Not Call Filters. Specifically, the premium filters provide access to: the wireless block identifier, the Neustar wireless portability list, all 4 Telcordia wireless lists, an invalid NPA-NXX identifier, and the Canadian Marketing Association -- TPS list. Premium Filters will be mandatory for any call center using automated dialing.

DNCNotification:

DNCNotification is an add-on service to DNCInteractive. DNCNotification will automate the process to re-scrub call lists after the initial scrub.

Retailers and employees will perform the initial DNC scrub on a call file in DNCInteractive. With DNCNotification, PossibleNOW will automatically re-scrub the file on a weekly basis and send any new suppression information to the Retailer or employee for the duration of the notification period... (up to 90 days).

Each week files are re-scrubbed against the updated state, national, company-specific, and other do not call lists activated on each scrub project. As new do not call numbers are identified, the user is "notified" via email that new do not call numbers have been identified. The user will then go to an FTP site to download the new DNC file. The process continues for the duration of the notification period (up to 90 days).

DNCNotification will be an optional service for the Retailers and Echostar.

EBRSolution:

EBRSolution is an add-on service to DNCInteractive. EBRSolution will be used by Retailers and employees that are making marketing calls to inquiries, existing customers and former customers. It applies the permissible rules for state and federal pre-established business relationship exemptions (EBRs) to the scrub process, so that users can safely identify exemptions and add these to the calling campaign, even if the number is on a Do Not Call list.

The user will perform the Do Not Call scrub in DNCInteractive using the EBRSolution tools. This requires the user to provide an inquiry date or last transaction date in addition to the phone number in each call list. The EBRSolution scrub logic will determine if the number is a Do Not Call number and if an EBR exemption exists, based on state and federal rules.

If an EBR exemption does exist, PossibleNOW will identify the exemption and provide a "call through date" for the exemption. In addition, when the exemption is due to expire, PossibleNOW will send an email alert notifying the user that the EBR exemption is about to expire.

Throughout the process, PossibleNOW will record how the exemption was determined. If there were ever an inquiry, the user would be able to document the exemption and prove it was a permissible contact based on the inquiry date or last transaction date measured against the state and federal rules.

PossibleNOW provides a default table of the state and federal rules to each subscriber. The subscriber can choose to use PossibleNOW's determination of the rules or choose to apply its own logic to the rules table.

EBRSolution is an optional service and will only be used by the Retailers or corporate employees that are calling direct inquiries, existing customers, or former customers.

DNCQuickcheck:

DNCQuickcheck is the compliance solution designed by PossibleNOW for field office compliance. Small Retailers and Echostar employees will use DNCQuickcheck to check the status of phone numbers and to perform other compliance activities related to Do Not Call. DNCQuickcheck has the same tool set as DNCInteractive; however DNCQuickcheck offers individual record query and small batches as compared to the high volume scrubbing tools found in DNCInteractive.

DNCQuickcheck is an internet-based service designed to provide complete compliance with the Do Not Call provisions of state and federal law. The system allows users meet ALL the Do Not Call requirements of the law and provides the record keeping and reporting necessary for a Safe Harbor defense.

DNCQuickcheck provides the following tools for Do Not Call:

- Management of state, wireless, DMA, and CMA Do Not Call lists
- Management of the FTC's National Do Not Call Registry -- by FTC SAN
- Collection, management, and publishing of the company --specific Do Not Call list for Echostar & Retailers (individual record input)
- Number checking to verify the Do Not Call status of telephone numbers (1-100 numbers)
- Tools to identify state and federal EBR exemption rules for DNC numbers
- Written Do Not Call Policy creation, fulfillment, and management
- Employee training on the Do Not Call laws
- Record keeping and reporting on all Do Not Call functions

Do Not Call List Management Service (DLMS):

PossibleNOW's Do Not Call List Management Service (DLMS) was designed to deliver access to a compiled database of Do-Not-Call Lists. PossibleNOW's DLMS provides regular updates of all Do Not Call list content based on the client's specifications for: 1) DNC list content, 2) delivery frequency, 3) file layout, and 4) transmission method.

As it relates to content, the DLMS service will provide a compiled file of all 16 state DNC lists, the FTC's National DNC Registry, the DMA-TPS list, the CMA-TPS list, the wireless block identifier, the Neustar wireless portability list, all 4 Telcordia wireless lists, and the Echostar company-specific DNC list. The DNC list content is built in accordance to the specifications provided by Echostar.

As it relates to frequency, standard delivery provides a full monthly refresh of all DNC lists with weekly updates of adds and deletes to the DNC data set.

As it relates to file layout, standard delivery provides the DNC number, a DNC list identifier (flag), and the DNC date. Additional information can be provided at client's request.

As it relates to transmission, standard delivery provides for electronic transmission via a secure FTP site.

The value of the DLMS service is that PossibleNOW will deliver a more accurate data set utilizing fewer resources -- time, money, and energy. PossibleNOW does warrant the accuracy and timeliness of the Do Not Call Database and will provide research and resources to help defend any issues that arise related to Do Not Call.

DNCDirector:

DNCDirector is a data hygiene service for the Echostar company-specific DNC list. DNCDirector will remove numbers from the company-specific DNC list by applying data hygiene services to: 1) identify and remove disconnected and reassigned numbers, 2) update numbers based on area code splits, and 3) remove numbers after state and federal time limits expire.

The service ensures Echostar is only suppressing numbers on the company-specific DNC list that still belong to the party that gave Echostar the DNC request. The benefit is that Echostar will increase the callable universe. PossibleNOW recommends that the data hygiene service is applied monthly. Echostar can expect 20% of the list to turn over annually.

DNCAudit:

DNCAudit is a data analysis tool that will allow Echostar to measure the effectiveness of the scrubbing process for internal and affiliate operations. The net effect is that the DNCAudit tool will allow Echostar to monitor the DNC suppression process, a key element for a Safe Harbor defense.

DNCAudit will identify potential violations that occurred in calling campaigns. Users will provide PossibleNOW with a post calling disposition report listing all telephone numbers called and the date and time that the numbers were called. This data can be pulled from telephone records found within the telephone system or through telephone billing records. PossibleNOW will match the number and date of the call to the effective DNC dates for all numbers on state, federal, wireless, and other DNC lists. DNCAudit will identify all permissible and violative calls.

Calls that are identified as violative should be researched by Echostar. Echostar should take corrective action to repair malfunctioning technology, adjust maligned processes, and reprimand repeat offenders.

The DNCAudit process should be run regularly (at least quarterly) on internal systems and affiliate activity. Regular use of DNCAudit will allow Echostar to regularly monitor and enforce compliance programs across the enterprise.

Telemarketer Registration Support Services (TRSS):

TRSS was designed to assist companies with necessary state and federal registrations relative to telemarketing activity. The TRSS product facilitates the completion of necessary state telemarketing registration, state Do Not Call list registration, FTC National Do Not Call list registration, and Neustar Wireless Portability licensing for companies placing outbound sales calls.

There are more than 40 states that maintain their own forms and registration requirements. It can be a daunting task to make sure that your company has completed the necessary registrations and steps for compliance. TRSS will simplify Echostar's efforts to complete the necessary registrations and ensure compliance with a convenient, accurate, and cost effective solution.

PossibleNOW project managers will work with Echostar to complete a master registration document. PossibleNOW will then use the data contained in the master document to complete and prepare all desired registration forms. PossibleNOW will process all paperwork with the relative regulatory body to ensure approval of each application and will manage the status of each registration, providing advanced notice of renewal dates.

Attachment C – Pricing Guide

DNC Solution Total

DNC Interactive -

-Includes Premium Filers, EBR Solution, and DNC Notification

Monthly Fees
Subscription based on volume as follows: Up to 1.0 M unique records per mo = \$1,475 Up to 2.25 M unique records per mo = \$2,195 Up to 4.5 M unique records per mo = \$3,100 Up to 9.0 M unique records per mo = \$4,345 (Add'l records @ \$1.00 per 1,000) Over 10.0 M records = 0.40 per 1,000 (Minimum fee of \$4,500)

:JDG\T\PossibleNow EchoStar Master Services Agreement final 112607

R45 DJ

Description	Fees	Terms
Set-Up Charges	\$1,000 (one time fee)	Due upon execution of this Task Order; Non-refundable
DNC List Management Fees	\$2,000 per month	1 st payment due upon delivery of initial file

Note: Does not include fees due to regulatory jurisdictions. DNC list acquisition fees and registration fees and, if any, are the responsibility of the Customer. Customer is responsible for all reasonable postage and overnight shipping charges pre-approved in writing by Customer.

Invoices for DLMS Services are issued at the beginning of the month for that month's maintenance fees.

IV. Authorized Customer Employees

Customer may from time to time in a writing signed by an authorized representative of Customer designate certain employees, officers or other personnel as Project Managers for this Task Order.]

V. Special Conditions:

1. Data Transmission Security. Customer agrees to use software that supports a data security protocol compatible with the protocol used by Services. Until notified otherwise by Provider, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Provider and to follow Provider's log-on procedures for the Services that support such protocols. Customer acknowledges that Provider is not responsible for notifying it of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across the Internet.
2. Additional Limitation of Liability Relating to the DLMS Services. Provider is not responsible in any way for any failure of any jurisdiction to deliver its Do Not Call data to Provider accurately, completely, or in a timely way.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized representatives effective as of the date first written above.

POSSIBLENOW, INC.:

By: Richard Stauffer
Name: Richard Stauffer
Title: COO

EchoStar Purchasing Corporation

By: [Signature]
Name: John Blum
Title: VP/AGS

JDG\IT\PossibleNow EchoStar Master Services Agreement final 112507

Handwritten initials: J6, RAS

Pricing:

Part 1 - Echostar Corporate Services:

Consulting Services:

- Vendor Certification Program – TBD based on program requirements & deliverables

DNCInteractive Bundle:

- Set Up Charge = \$0
- Monthly Fee = based on scrub volume
 - \$600 (Monthly scrubbing allotment of up to 1,000,000 records)
 - Extra Processing = \$1.00 per 1,000 records
- Premium Filters = \$60
- DNCNotification = \$375 (optional)
- EBRSolution = \$300 (optional)

DLMS:

- Set Up Charge = \$1,000
- Monthly Fee = \$2,000

DNCDirector:

- Set Up Fee = \$0
- Monthly Fee = \$0.10 per number removed (time limit expiration, area code split, reassigned)
- Expect 20% match rate every year

DNCAudit:

- Set Up Fee = \$500 per file type
- Scrub Fee = based on total records in each file
 - \$250 (File with 250,000 records)
 - \$350 (File with 500,000 records)
 - \$400 (File with 1,000,000 records)
 - \$600 (File with 3,000,000 records)
 - \$900 (File with 9,000,000 records)

Telemarketing Registration Support Services (TRSS):

- Set Up Charge = \$500
- Monthly Maintenance Fee = \$200
- State Registration Charge = \$200 per registration

Pricing:

Part 2 - Echostar Retailer Services:

DNCInteractive:

- Set Up Charge = \$0
- Monthly Fee = based on scrub volume
 - \$125 (Monthly scrubbing allotment of 50,000 records)
 - \$225 (Monthly scrubbing allotment of 250,000 records)
 - \$450 (Monthly scrubbing allotment of 500,000 records)
 - \$600 (Monthly scrubbing allotment of 1,000,000 records)
 - Extra Processing = \$1.00 per 1,000 records

Premium Filters:

- Set Up Charge = \$0
- Monthly Fee = based on scrub volume
 - \$25 (Monthly scrubbing allotment of 50,000 records)
 - \$25 (Monthly scrubbing allotment of 250,000 records)
 - \$50 (Monthly scrubbing allotment of 500,000 records)
 - \$60 (Monthly scrubbing allotment of 1,000,000 records)

DNCNotification:

- Set Up Charge = \$0
- Monthly Fee = based on subscription level
 - \$75 (Monthly scrubbing allotment of 50,000 records)
 - \$100 (Monthly scrubbing allotment of 250,000 records)
 - \$250 (Monthly scrubbing allotment of 500,000 records)
 - \$375 (Monthly scrubbing allotment of 1,000,000 records)

EBRSolution:

- Set Up Charge = \$0
- Monthly Fee = based on subscription level
 - \$75 (Monthly scrubbing allotment of 50,000 records)
 - \$100 (Monthly scrubbing allotment of 250,000 records)
 - \$200 (Monthly scrubbing allotment of 500,000 records)
 - \$300 (Monthly scrubbing allotment of 1,000,000 records)

DNCQuickcheck:

- Set Up Charge = \$0
- Monthly Fee = based on license for number of users
 - \$100 (Office license for 1 - 25 users)
 - \$200 (Office license for 25 - 50 users)
 - \$300 (Office license for up to 100 users)

EXHIBIT 603

EXHIBIT 603

From: Fletcher, Matthew <Matthew.Fletcher@echostar.com>
Sent: Friday, March 14, 2008 12:24 AM (GMT)
To: #KBS-Corp PB <KBSCorpPB@echostar.com>
Cc: Goodhart, Laura <Laura.Goodhart@echostar.com>; Duske, Tamo <Tamo.Duske@echostar.com>; Davis, Bob <Bob.Davis@echostar.com>; Pacini, Brian <Brian.Pacini@echostar.com>; Montano, Joey <Joey.Montano@echostar.com>
Subject: Minutes from Customer Calls and Direct Mail Meetings

Minutes from Customer Calls and Direct Mail Meetings:

All,

We have been working with various departments on ways to expedite Direct Mail, Vendor Mailings, Direct Subscriber Contact, and List Purchases for the International Department. Through out this process we have discovered that we **have not been** in compliance with all of the appropriate requirements as far as NCOA, scrubbing lists, encryption, do-not-mail and do-not-call policies.

The problem with the current process is these lists have not been validated against the updated United States Postal Service code NCOA (National Change of Address) database which updates every six weeks, thus the current process is out of compliance. Going forward, all lists will no longer be sent directly to the vendor without first going through Brian Pacini's group. Once the lists have been validated they will be forwarded directly to the vendor for mailing.

Prior to sending the mailing lists to the vendor, all accounts on the list will now require a unique identifying tag, which should occur during the initial data pull. This identifier will help us during the validation stage when auditing the original list against the vendor's final mailing list.

Welcome Kits/New Connects– These lists are currently automatically generated from Data Warehouse and sent to Donna weekly. Welcome kit lists are encrypted prior to sending to the vendor.

Disconnects – As with the New Connects, the disconnect report is received weekly, separated by language group and given to the individual language managers for calling or mailing tactics. This **will no** longer occur.

All lists that will be used to call subscribers **are required** to go through Bob Davis' group, as per EchoStar legal requirements. All lists must be scrubbed against "Do-Not-Call" and contacted by the appropriate CSC outbound group. You must continue to fill out the regular Database Marketing Request Form **and** the Outbound Request Form.

Regular Requests – All requests still need to be filtered through Matt Fletcher. He will then run them through Brian Pacini for the requests' fulfillment; along with validating the NCOA. These lists will then be encrypted and posted for the vendor. Lists must be updated every 6 weeks per NCOA requirements.

Automation (Zip+4) - For standard pre-sort mailings, all non-auto zip codes (zip+4) cost **an additional** \$0.02 per piece. For first class mailings there is no additional charge for the non-auto zip code pieces.

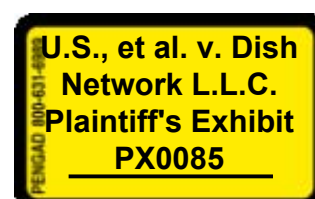
List Buys – List buys are held to the same standards as above and must be interfaced with Brian Pacini's group for scrubbing against the existing customer database and managed in accordance with NCOA guidelines. Therefore, all lists purchased from third parties are required to be routed through Matt Fletcher or Donna Jannicelli. As per EchoStar policy, all third-party lists must be stored in-house and **not** sent directly to the mailing vendor. This eliminates unnecessary mailings to existing in-language customers.

In closing, the current turnaround time for standard report requests is 3 weeks (per Brian Pacini). The turnaround time for recurring requests or lists with complex criteria will require special development, and will be judged on a case-by-case basis or on the current number of jobs in the queue. So, please build this into the lead-time of your requests.

If you have any questions with any of the above please do not hesitate to call Matt Fletcher or Donna Jannicelli.

Matt Fletcher
International Programming

PX0085-001



Finance and Analytics
EchoStar Satellite L.L.C.
9601 S. Meridian Blvd.
Englewood, CO 80112
phone: 303-723-1115
fax: 303-723-1520

PX0085-002

JA011834
010598

Confidential-US v. Dish

Dish-00006833
TX 102-011096

EXHIBIT 604

EXHIBIT 604

From: Werner, Bruce </O=ECHOSTAR COMMUNICATIONS
CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=BRUCE.WERNER>
Sent: Tuesday, April 8, 2008 10:27 AM
To: Van Emst, Blake <Blake.VanEmst@echostar.com>
Cc: Voorhies, Christina <Christina.Voorhies@echostar.com>
Subject: RE: Secret Shopping

We have a few challenges.

OE partners unlike normal retailers use call centers. It is typical for them to use IVR technology. It is not clear however which ones use them so we need to understand how to approach each without entrapping them. We are working with Reji to identify which partners / centers use IVR. Should we use existing prerecorded calls for this project?

Recognize also that we will be using cell phones as we have not overcome the IT issues contacting 800 numbers from our "Zero" lines.

We are having issues identifying proper phone numbers.

How far down the list would you like to have us go?

Airbel	Terminated	No need to contact
Total Marketing	On Hold	Make Outbound Calls
Brandon Adams	Terminated	No need to contact
Newport	Terminated	No need to contact
Satellite Solutions	On Hold	Make Outbound Calls
PowerSat	Not On Hold	Make Outbound Calls
Cactus	On Hold	Make Outbound Calls
RPM	Not On Hold	Make Outbound Calls
Aloha	Not On Hold	Make Outbound Calls
Direct Promotions	Not On Hold	Make Outbound Calls
DP Enterprises	Not On Hold	Make Outbound Calls
Dish Uplink	Not On Hold	Make Outbound Calls
Sterling	Not On Hold	Make Outbound Calls

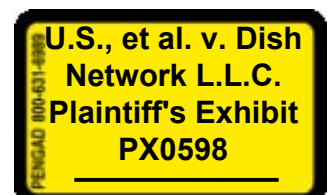
I'll have better information later this morning.

Bruce M. Werner
Audit & Risk in Retail Services
P-720.514.5745 F-720.514.7441

From: Van Emst, Blake
Sent: Tuesday, April 08, 2008 7:50 AM
To: Werner, Bruce; Voorhies, Christina
Subject: Secret Shopping

Do we think that it's possible to have the mystery shopping done by 4:00 PM tomorrow? I was trying to finalize a follow up meeting with Jim/Tom on the retailers that we discussed last week.

Blake VanEmst
V.P. of Retail Services
DISH Network
9601 S. Meridian Blvd.
Englewood, CO 80112
720-514-7100



JA011836
010600

PX0598-001

Confidential-US v. DISH

DISH5-0000093208
TX 102-011098

EXHIBIT 605

EXHIBIT 605

JA011837
010601

TX 102-011099

INTENTIONALLY OMITTED

JA011838
010602

TX 102-011100

EXHIBIT 606

EXHIBIT 606

From: Musso, Reji
Sent: Tuesday, July 22, 2008 7:28:28 PM
To: Werner, Bruce
Subject: RE: Response to question

Sorry, I forgot United Satellite (duh).

Reji J. Musso

Compliance Manager - Retail Services
DISH Network LLC
9601 S. Meridian Blvd.
Englewood, CO 80112
303.723.3262 (o) | 720.514.8288 (f)
mailto:reji.musso@echostar.com

From: Musso, Reji
Sent: Tuesday, July 22, 2008 5:21 PM
To: Werner, Bruce
Subject: Response to question

Terminations (how quickly we forget so I'm making a spread sheet)

Atlas Assets
Brandon Adams dba Dish Central (he had TCPA stuff too – up to you)
Global Wizards
Jerry Dean Grider dba JSR Enterprises
NW Dish, LLC **[Musso, Reji]** did not renew, but we would have termed
Vekstar **[Musso, Reji]** did not renew, but same thing – both Service
Power retailers
[Musso, Reji] United Satellite

Penalties \$73,901

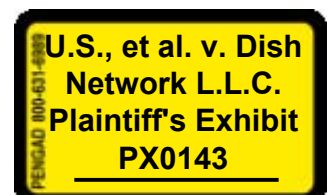
Blu Kiwi, LLC	1466088	\$10,000
Sterling Satellite	10039650	\$53,901
American Satellite, Inc	13375148	\$10,000

We have not instituted financial penalties since February 2007. However, I have two pending recommendations for assessments / fines.

Let me know if you need anything else.

Reji J. Musso

Compliance Manager - Retail Services
DISH Network LLC
9601 S. Meridian Blvd.
Englewood, CO 80112
303.723.3262 (o) | 720.514.8288 (f)
mailto:reji.musso@echostar.com



JA011840
010604

PX0143-001

EXHIBIT 607

EXHIBIT 607

INTENTIONALLY OMITTED

JA011842
010606

TX 102-011104

EXHIBIT 608

EXHIBIT 608

JA011843
010607

TX 102-011105

From: McElroy, Steve <Steve.McElroy@echostar.com>
Sent: Friday, September 5, 2008 12:14 AM (GMT)
To: Werner, Bruce <Bruce.Werner@echostar.com>; Eichhorn, Bert
<Bert.Eichhorn@echostar.com>; Voorhies, Christina
<Christina.Voorhies@echostar.com>; Musso, Reji <Reji.Musso@echostar.com>
Subject: More Cactus Follow-up

All,

Tom wanted me to hold off on calling Shawn and communicating termination until Jim has a chance to see. Tom centered on the Dish Star rumor that Shawn relayed and wondered if we wanted to hold termination over their heads to help us investigate it. Please see below for the changes, which are at the bottom, and Bruce, please don't send out the termination until I get back with you tomorrow.

Thanks,
Steve

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

From: McElroy, Steve
Sent: Thursday, September 04, 2008 6:11 PM
To: DeFranco, Jim
Cc: Stingley, Tom; Van Emst, Blake
Subject: Cactus Follow-up

Jim,

The EFT amount for Cactus Concepts was \$111k. We filed an EFT reversal request with our bank who in turn has filed one with Cactus Concepts' bank. It will take up to 5 business days to know if that attempt was successful. In addition I placed them on AP hold to prevent any future transmissions from occurring.

Today I put together a team of people to help me hold an investigatory meeting with Cactus. Attendees in addition to myself were:

Bruce Werner	Retail Services
Christina Voorhies	Retail Services
Reji Musso	Compliance
Bert Eichhorn	Internal Audit



Shawn was very candid about his current business activities and partnerships. To summarize, he says his activations have spiked because of the addition of a third party call center based out of California who he had a previous relationship with on another product. He expected to get 30 to 50 activations a day out of them but they started putting up hundreds of activations each day and the OE tool only gave him visibility to what they were doing after a two day delay. He realized they were bringing bad business and duplicates but was powerless to stop them since the agreement he signed with them required him to give them 30 days notice of termination. He also said that he went into a panic and tried to cancel the bad sales entered directly into the OE tool by the call center. He admits to posing as customers, calling our call center and cancelling the sale on hundreds of scheduled jobs to prevent them from going in. He also says that he got an internal employee to help him cancel some sales but refused to name the employee.

When shown the rules that require him to notify us and seek permission to use a third party call center, he said "Those aren't rules, those are guidelines". He went on to say that he knew that these "guidelines" had never been uniformly enforced and if he was going to compete, he had to do the same things others were doing. He said that since Cactus Concepts didn't have a large monthly residual base like other OE Tool partners who were once hardware based TVRO retailers, he didn't have the war chest of operational money they did to invest in the business. Therefore it created an unlevel playing field for him forcing him to be more aggressive than maybe other retailers had to be.

PX1306-001

JA011844
010608

Confidential-US v. DISH

DISH5-0000000013
TX 102-011106

At the end of the meeting I made the statement and asked Shawn the question: "We have a problem with churn that is three times higher on your activations than what we experience on an enterprise wide basis, you have demonstrated that you don't have material control of your business, when even on your second chance, you enter into an agreement with a third party call center that you didn't seek our permission to use, that is producing 32% duplicate accounts, 7.7% ssn fraud and even some TCPA violations. Based upon similar mistakes you did in the past you have a \$260k debt with us that you are trying to repay, how is it in your interest our interest to continue down this path just to have your debt grow to more than a \$500k due to more duplicates and fraudulently setup accounts? Do you see anyway it would make sense for us to move forward together with your current results?" Shawn answered "no".

After the meeting with Shawn I held a second meeting with the internal participants and each member agreed with my decision to proceed with termination. I asked Retail Services to execute termination paperwork for Cactus Concepts and I will call Shawn tomorrow morning and tell him verbally that we are recognizing the automatic termination provision under section 10.4 of the retailer agreement and that we are proceeding to collect monies received by Cactus Concepts due to account fraud.

I did not go ahead and call Shawn today because of one thing he brought up that I thought we might want to leverage. During the course of the meeting he indicated that the rumor out there is that DISH STAR is selling lists of our customers to third parties. I thought we might want to use Cactus as surrogate to investigate this. If we are holding termination over their heads we could get them to cooperate in investigating DISH STAR. I thought you should make the final call on that.

My recommendation is that we proceed with termination as we can always use another retailer to investigate the Dish Star accusation. Please let me know if you agree and I will handle.

Steven A. McElroy
Vice President Sales
Dish Network
steve.mcelroy@cchostar.com

PX1306-002

JA011845
010609

Confidential-US v. DISH

DISH5-0000000014
TX 102-011107

EXHIBIT 609

EXHIBIT 609

JA011846
010610

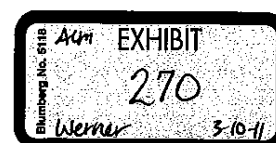
TX 102-011108

From: Musso, Reji
Sent: Tuesday, September 16, 2008 10:28 PM (GMT)
To: Van Emst, Blake <Blake.VanEmst@echostar.com>
Subject: TMP_Audit_Compliance 090908.xls
Attach: TMP_Audit_Compliance 090908.xls

<<...>>

Also, the TCPA complaints seem to be coming from about 5 or 6 caller ids - affiliates...I think Mike's plan to eliminate all affiliates may have merit.

Reji



Confidential-US v. Dish

PX1347-001

Dish 00927714
JAN 18 2011
010611

TX 102-011109



Sales Department

Audit Department

Owner: Bruce Werner

Working Audits - Priority

- Antennas Enterprise - Duplicate Account Audit - Pending business decision
- Altitude Marketing - Duplicate Acct Audit is complete - Pending business decision
- Sunshine Communications - Work Order Manipulation - Retailer placed on hold 7/29/08
- Dish 4 You placed on hold August 6, Conducted CB
- Columbia Basin Satellite OE # 12656782 - Submitted falsified co-op claims - no reimbursement was made - See "Draft correspondence,...." below
- Sterling Satellite - SSN Audit- Multiple duplicates by SSN
- Creative Financing - Work order manipulation (New)- Pending Business Decision
- North Texas Satellite- Promotion Fraud between retailers - Audit is complete - Est. \$250 in invalid incentive payments have been identified
- Digital Direct- Promotion fraud between retailers - Legal is arranging repayment of invalid incentive payments
- Mountain Digital Direct - Promotion fraud between retailers -
- Eclipse Marketing- New OE retailer- Duplicate Account Audit- pending communication

Terminations Pending

- Ascent Marketing OE# 11590441 - Duplicate Accounts - Pending business decision (RS&I)
- US1 OE# 10140341 - Duplicate Accounts - Pending business decision (RS&I)
- American Digital - Approved need to communicate with retailer
- Skyprotek - Duplicate Accounts / SSN issues - pending business decision

Terminations Recognized

- Cactus Concepts - Dups
- STVRA - Dups
- Infiniti Paging - Churn

Department Updates

- Research allegations of stolen account activations - continues
- Charge backs for 2007 duplicate accounts will be communicated to the following retailers:
NPS, Moorehead, Dish Nation, DP Enterprises, Allegro, EBN, Brandvein,
Dish Factory.
- Mediation with retailer TMS Marketing concluded as impasse - Arbitration will be scheduled.
- Mediation with retailer Airbel concluded as impasse - Arbitration will be scheduled.

Team Activities - Next Week

Legal Action Pending

- Dish TV Now OE # 915995 - Bankruptcy filing - unpaid incentives - IT was able to recalculate Oracle / AP held payments

AO111848
010612

PX1347-002



Sales Department

Compliance Department

Owner: Bruce Werner

2006		2007		2008		2009	
Reported	Identified	% ID'd	Reported	Identified	% ID'd	Reported	Identified
JAN	3	2	66.67%	JAN	100	39	39.00%
FEB	3	4	133.33%	FEB	60	22	36.67%
MAR	5	0	0.00%	MAR	90	16	17.78%
APR	7	2	28.57%	APR	63	13	20.63%
MAY	29	10	34.48%	MAY	49	3	6.12%
JUN	148	26	17.57%	JUN	100	31	31.00%
JUL	233	20	8.58%	JUL	177	33	18.64%
AUG	391	57	14.58%	AUG	77	21	27.27%
SEP	341	64	18.77%	SEP	59	19	32.20%
OCT	268	73	27.24%	OCT	69	12	17.39%
NOV	166	32	19.27%	NOV	51	10	19.60%
DEC	83	21	25.30%	DEC	35	6	17.14%
YTD TOTALS	1,677	311	18.55%	YTD TOTALS	930	225	24.19%

TCPA Data Weekly

For week ending 09/09/08, we received 68 allegations. We were able to identify 3 of the retailers as Infinity Sales Group (1) - formerly E-Management, Apex (1) and I-Satellite (11). The common thread among the unidentified are pre-recorded messages - press 1 / press 2.

3rd Party Vendor Application - Update

Retailer Request to Use Third Party Vendor - Satellite Solutions Network (1), Florida Cellular (2).

Telephone Listings / Yellow - White Pages - No updates

Consent
Granted: 1

Inquiries: 1

Week Ending: 9/9/2008

Pre-sale Disclosures

2007 Year Ending: 1028

2008 YTD: 736

Week Ending 09/02/08

Location	Type	2007
13 States	Legal	289
13 States	Non-Legal	143
YTD	12/31/2007	432
All other States	Legal	414
All other States	Non-Legal	182
YTD	12/31/2007	596

Location	Type	Week	216
13 States	Legal	5	134
13 States	Non-Legal	5	137
YTD	9/9/2008	10	271
All other States	Legal	14	232
All other States	Non-Legal	8	233
YTD	9/9/2008	22	465

*Please note that tracking has occurred since May of 2007.

JA011849
010613

APEN

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Robert J. Cassity, Esq. (9779)
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bcassity@hollandhart.com

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Emily V. Burton (*Admitted pro hac vice*)
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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 38 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>
610	10/2008	Do-Not-Call Improvement Act of 2007	10614
611	10/2008	Analysis of the Potential Input File Issue for the October 2008 National DNC Registry Reassign Process	10627
612	10/03/2008	Press Release: DISH Network Terminates Retailers	10630
613	11/2008	Federal Trade Commission Do Not Call Registry Monthly Performance Report	10636
614	12/19/2008	Email from D. Klueter to K. Horne et al.	10657
615	12/22/2008	Lockheed Martin November 2008 Process Issue	10660
616	2009	Sales Partner Review	10665
617	03/31/2009	Analysis of the Phone Number On the National Do Not Call Registry	10679
618	04/08/2009	Email from sophie@yourdish.tv to S. Snyder	10688
619	05/19/2009	Email from S. Snyder to R. Dougherty	10692
620	05/28/2009	Email from patty@yourdish.tv to S. Snyder	10696
621	06/03/2009	Email from N. Jones to K. Juneja et al.	10721
622	08/13/2009	Email from T. McGraw to A. Ahmed	10723
623	08/18/2009	Email from A. Ahmed to R. Calbert et al.	10725
624	11/16/2009	Outbound Campaign Request Form	10728
625	01/05/2010	Email from B. Davis to E. Pastorius	10732

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*)
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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 38 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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EXHIBIT 610

EXHIBIT 610

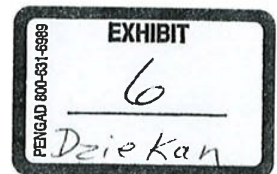
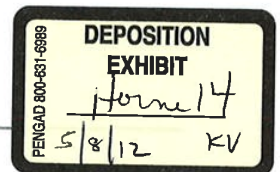


Do-Not-Call IMPROVEMENT ACT OF 2007

REPORT TO CONGRESS:
REGARDING THE ACCURACY
OF THE DO NOT CALL REGISTRY

FEDERAL TRADE COMMISSION
OCTOBER 2008

DEFENDANT'S
EXHIBIT
DTX-459



JA011854
010615



**NATIONAL
DO NOT CALL
REGISTRY**

www.DoNotCall.gov
1-888-382-1222
(TTY 1-866-290-4236)

FEDERAL TRADE COMMISSION

William E. Kovacic, Chairman

Pamela Jones Harbour, Commissioner

Jon Leibowitz, Commissioner

J. Thomas Rosch, Commissioner



**NATIONAL
DO NOT CALL
REGISTRY**

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I. INTRODUCTION

On February 15, 2008, Congress passed the Do-Not-Call Improvement Act of 2007 (“2007 DNCIA”).¹ According to the 2007 DNCIA, the Federal Trade Commission (“FTC” or “Commission”) “shall periodically check telephone numbers registered on the national ‘do-not-call’ registry against national or other appropriate databases and [remove] from such registry those telephone numbers that have been disconnected and reassigned.” In addition, the 2007 DNCIA eliminated the automatic removal of numbers from the National Do-Not-Call Registry (“National Registry” or “Registry”) every five years. The 2007 DNCIA also mandates that, no later than nine months after the law’s enactment, the Commission submit a report describing the efforts it has taken to improve the accuracy of the Registry. This Report from the Commission describes the efforts taken to ensure the accuracy of the Registry and outlines the newly implemented procedure being used to remove reassigned numbers from the Registry.

II. OPERATION OF THE NATIONAL REGISTRY

On January 29, 2003, the FTC issued final amendments to the Telemarketing Sales Rule (“Amended TSR”), which, *inter alia*, established the National Do-Not-Call Registry.² The Registry permits consumers to express their preference not to receive certain telemarketing calls by placing their phone number(s) on a national registry via either a toll-free telephone call or the Internet. In the Statement of Basis and Purpose to the Amended TSR, the Commission discussed its plans for implementing the Registry, including its plans for maintaining the Registry’s accuracy on an ongoing basis.³

From its implementation and throughout the history of the Registry, the Commission has sought to balance the ease of use of the Registry with its accuracy. Consumers can register their telephone numbers through two simple methods: either by calling a toll-free number from the telephone number(s) they wish to register, or by using the Do-Not-Call website (<http://www.ftc.gov/donotcall>). The process is fully automated, takes only a few minutes, and requires consumers to provide minimal personally identifiable information.⁴ As of July 31, 2008, there were over 168 million numbers registered.

¹ Pub. L. No. 110-187, 122 Stat. 633 (2008).

² 16 C.F.R. Part 310.

³ Statement of Basis and Purpose for Final Amended Telemarketing Sales Rule (“SBP”), 68 Fed. Reg. 4580, 4638-4640 (Jan. 29, 2003).

⁴ In the case of registration by telephone, the only personal information provided is the telephone number to be registered. In the case of Internet registration, a consumer must provide, in addition to the telephone number(s) to be registered, a valid email address to which a confirmation email message can be sent. Once the confirmation is complete, however, the email address is encrypted and no longer used.

Consumers also have the ability to verify their registration status and to remove their number(s) from the Registry. As is the case for registering a phone number, verifying a registration can be done either over the phone, by calling the toll-free number from the registered telephone number, or over the Internet. However, to delete a registered phone number from the Registry, consumers must call from the number that they want to remove. Not allowing deletions to be done online helps maintain the accuracy of the Registry by ensuring that a consumer's phone number is not removed without the consumer's consent. As of July 31, 2008, 75,446 numbers had been deleted from the Registry by consumers since the inception of the National Registry, approximately 0.04% of the numbers currently registered.

Sellers and telemarketers have to update their call lists—that is, delete all numbers in the National Registry from their lists—at least every 31 days. Telemarketers and sellers can access the Registry numbers and pay the appropriate fee, if any, for that access through an Internet website dedicated to that purpose. The only information about consumers that companies receive from the National Registry is the registered telephone numbers. Those numbers are sorted and available for download by area code. Companies also may check a small number of telephone numbers at a time via interactive Internet pages.

Consumers who receive unwanted telemarketing calls can register a complaint either via a toll-free telephone number, using an interactive voice response system, or via the Internet. Law enforcement officials can review these complaints, as well as other data in the National Registry, including consumer registration information and telemarketer access information. Access to Registry data is provided to the law enforcement community through the Consumer Sentinel Network, a secure Internet website maintained by the FTC.⁵

III. EVALUATING THE REGISTRY'S ACCURACY

A. FEEDBACK REGARDING THE ACCURACY OF THE REGISTRY

During the comment period for the Amended TSR, numerous comments were submitted regarding ways to maintain the Registry's accuracy. Some commenters were concerned that consumers could be registered without their consent. The Commission addressed this issue by requiring that consumers call from the number they want to register or provide a verification email address if registering online. In addition, the Commission limited the number of registrations that could be done via each verification email address.⁶ Other concerns focused on

⁵ In addition to storing National Registry complaints and registry information, the Consumer Sentinel Network contains millions of consumer complaints, including fraud and identity theft complaints, that can be accessed by law enforcement officials on their desktops over a secure Internet connection.

⁶ SBP, 68 Fed. Reg. at 4639.

the method that would be used to remove numbers that were no longer accurately registered.⁷ These concerns were also addressed by the Commission through its plan to periodically purge disconnected or reassigned numbers from the Registry.⁸ In addition, the Commission provided a simple means for subscribers to remove their own numbers from the Registry.⁹

Early in the operation of the Registry, however, the Commission learned that relying on disconnect or reassignment data alone would result in many consumers' numbers being removed mistakenly from the Registry. For example, a temporary disruption in service due to a consumer's vacation or late payment might be coded as a disconnect. Furthermore, changes in billing plans or long distance carriers might result in a telephone number being coded as reassigned, even when the consumer had not changed telephone numbers. Thus, after extensive examination of the data issues, the Commission developed a process to purge a telephone number from the Registry only when the number has been disconnected **and** subsequently reassigned.

B. TESTS CONDUCTED TO ENSURE THE ACCURACY OF THE REGISTRY

Since the implementation of the National Registry, and as part of an ongoing process to improve the accuracy of the Registry, FTC staff has met on numerous occasions with representatives from industry, including the Direct Marketing Association ("DMA") and the American Teleservices Association ("ATA"), to discuss their specific concerns regarding the accuracy of the National Registry. Industry's primary focus has been its desire to remove disconnected telephone numbers more quickly. For example, DMA has contended that, at any time, there might be five to fifteen million numbers on the Registry that should be removed. This figure was based on an initial examination of reassignment data conducted by a DMA contractor.

To examine DMA's contention more fully, the Commission requested that DMA provide its contractor's data. DMA submitted a sample list of 20,000 numbers it claimed had been disconnected and reassigned since the time they had been registered. However, these numbers were designated as "reassigned" based mainly on whether the last name of the account holder

⁷ In April 2002, some commenters stated that 16% of all telephone numbers (with no indication as to whether the cited percentage included only land-line numbers or also included cell phone numbers) change each year and that 20% of all Americans move each year. *Id.* at 4640. (See <http://www.ftc.gov/os/publiccomments.shtml> #63 for public comments.) According to the U.S. Census Bureau, however, 65% of individuals who moved during 2006 to 2007 stayed within the same county (see <http://www.census.gov/population/www/socdemo/migrate/cps2007.html>, Detailed Table #1, United States). Moreover, according to the subcontractor now overseeing the purging process of the Registry, research shows that 10-15% of movers retain the same phone number.

⁸ *Id.*

⁹ *Id.*

had changed. A test was done to determine if any of these records were actually still active registrations. The result of the test showed that if all 20,000 records identified had been removed from the Registry, 16% would have been scrubbed in error.

After being notified of these test results, DMA's contractor refined its scrubbing process to tighten the definition of reassigned numbers and re-analyzed the numbers it had submitted to DMA. Using its refined scrubbing process, the contractor determined that close to 42% (8,374 of the initial 20,000 records) should still be treated as active registrations. After reviewing the results from the refined scrubbing process, the primary contractor in charge of the National Registry selected DMA's contractor as the subcontractor for overseeing the Registry purging process. The new subcontractor, which began overseeing the purging process of the Registry in October, began using a new procedure which will be outlined below.

IV. NEW PROCEDURE FOR MAINTAINING THE ACCURACY OF THE REGISTRY

The new National Registry subcontractor is implementing a process that purges telephone numbers from the Registry only when there is a high degree of confidence that the telephone number has been disconnected and reassigned to a new customer. The process begins with the subcontractor gathering connection information from the National Directory Assistance ("NDA") database.¹⁰

The NDA database has the most accurate and up-to-date information on the names and addresses associated with phone numbers. State regulatory bodies require U.S. phone companies to maintain accurate directory assistance information on their customers' telephone numbers. The NDA data feed contains data from over 2,600 different telephone companies representing 99.97% of the land lines in the U.S. Phone companies are also required to update their directory assistance data within a very short period (often within 24 hours). Updates of approximately one to two million records are received daily. The complete up-to-date directory assistance database contains over 120 million current listings and more than one billion historical listings dating back to 2002.

The managers of the NDA database perform significant analysis of the raw data reported from the phone companies to catch and correct improperly reported data. In addition, because the data are queried at high volumes for directory assistance, there is a built-in self-correcting process to catch and fix errors in the database. Independent audits are performed regularly on the database, and, in 2007, it was found to be 99.6% accurate.

¹⁰ The previous subcontractor obtained its data from Local Exchange Carriers.

The new National Registry subcontractor analyzes the history of a phone number in the NDA database and in the daily database updates of disconnected and newly connected numbers to identify phone numbers that have undergone a complete household turnover. The analysis starts with numbers registered as “new connects” in the NDA database. A disconnect order alone is not sufficient to trigger an analysis because, until the number is reconnected, confirmation that the number has been turned over to a new party is not possible.

For each telephone number coded as a new connect, the subcontractor follows a two-step process to ensure that the telephone number belongs to a new customer. First, if the new connect is for a phone number that previously existed in the NDA database, then the street address associated with that number is checked. If the number has been reconnected to the same address, the new connect is not considered a reassign. This process eliminates new connects that are the result of billing issues or of seasonal disconnects that are reconnected later to the same party. It also removes new connects that may be due to changes in phone service. For example, a phone number may be designated as a new connect in the NDA database because the subscriber changed to a phone service whose provider is not required to report its data to the NDA, but then changed again to a phone service run by a provider that is required to report. In such situations, the subscriber’s number is entered into the NDA database as newly connected, even though it may be the same number as the subscriber had originally. These new connects are not considered valid reassigns by the subcontractor.

Checking the address associated with the number also enables the subcontractor to identify new connects that are simply caused by a phone company account being transferred from one household member to another. During the comment period for the Amended TSR, some commenters suggested that only the line subscriber or person who is billed for the telephone line be allowed to register that number in the National Registry. The Commission determined that this approach was not realistic. Because numerous people in a household often share a common telephone number, the Commission believes that the decision to be part of the Registry does not rest with the line subscriber (or any single resident) alone. In such a shared-number situation, the privacy rights of all are affected by unwanted telemarketing calls. Thus, the decision to register the household telephone number in the National Registry is a joint decision of all household members. The Commission’s telephone registration system accepts the registration from any member of the household, but does remind consumers that they are registering on behalf of all household members.¹¹

Once the subcontractor has determined that the number has not been reconnected to the same address, it checks the last name on the account against all prior last names historically associated with the phone number going back to 2002, the first year for which the subcontractor

¹¹ SBP, 68 Fed. Reg. at 4639.

has reliable data. If the last name is the same as any last name historically associated with the number, the new connect is not considered a reassign. This step eliminates new connects that are the result of a household making a local move but keeping its phone number.

Thus, new connects are not designated as reassignments unless the phone number is moved to a different address and all of the last names associated with the number at the new address are different from all of the prior last names that were ever associated with the number, based on the NDA historical data. In addition, the date that the number was entered into the Registry is considered; if the registration occurred a short period before the reported new connect date, the number is not purged because it is likely that a new party obtained and registered the number before the new connect date was reported.

Once a month, the Registry is compared against the database of numbers maintained by the subcontractor to remove those telephone numbers that have been coded as disconnected and subsequently reassigned. The Commission has examined the possibility of increasing the frequency of the purging process but has determined that, given the complexity of the process, a more frequent purging process would not increase the accuracy of the Registry. The Commission believes that the Registry's current purging process effectively balances the need to remove reassigned telephone numbers as quickly as possible with ensuring that telephone numbers are not removed in error.

By using the process described above, the subcontractor has determined that approximately 5% of the land-line numbers that are currently on the Registry and that were registered prior to December 1, 2007, are no longer valid and will be removed from the Registry.¹² This percentage should decrease as the Registry is scrubbed with the procedure outlined above. Moreover, this scrubbing process will keep the Registry clean and will prevent the build up of numbers that should be removed. Thus, only numbers that have been reassigned to a new party within the previous one month will need to be purged. The subcontractor estimates that the percentage of those numbers is probably only about 0.25%–0.50% of the list per month.

In addition to acquiring data from NDA and performing the above process, the subcontractor is actively working with the wireless telecommunication carriers in an effort to obtain from them cell phone connection data. Wireless carriers are not required to provide information to the NDA related to their disconnected or reconnected telephone numbers. Fortunately, it has become easier in recent years for consumers to keep their cell phone numbers when they change wireless carriers, which should reduce the rate of number reassignments. FTC staff will continue to work with the subcontractor on ways of addressing the accuracy of cell phone registrations. FTC

¹² The total number of phone numbers already purged from the Registry as of July 31, 2008 was 7,907,466, approximately 4.6% of the numbers currently registered.

staff will also continue discussions with industry representatives regarding new approaches to improving the Registry's accuracy.¹³

V. CONCLUSION

FTC staff continues to work closely with the contractor overseeing the Registry to ensure that the integrity of the Registry is maintained. In addition, the FTC will continue to have ongoing discussions with DMA, ATA, and others in industry regarding potential ways that the accuracy of the Registry could be further improved. Since the inception of the Registry, the Commission has sought to maintain the accuracy of the Registry to ensure that consumers' preference not to receive telemarketing calls is honored. Any potential modifications to the scrubbing procedure will be fully tested and evaluated to ensure that telephone numbers that consumers registered are not mistakenly removed from the Registry.

¹³ One approach that emerged from these discussions, but ultimately was determined to be ineffective, involved removing numbers that had been disconnected for at least 90 days, regardless of whether they had been reassigned. After reviewing this proposal with the subcontractor, FTC staff decided against implementing it. According to information received by the staff, a surprisingly high percentage of disconnected numbers are subsequently reconnected to a party from the original household. There are seasonal disconnects, billing-related disconnects, transfers of a phone account from one party in a household to another party in the same household, local moves involving a household moving to a nearby house but keeping the same number, and disconnects resulting from a party changing phone service but keeping the same number. Thus, purging any number based solely on a disconnect status could be problematic.



**NATIONAL
DO NOT CALL
REGISTRY**

FEDERAL TRADE COMMISSION	ftc.gov
1-877-FTC-HELP	FOR THE CONSUMER

EXHIBIT 611

EXHIBIT 611

JA011866
010627



Analysis of the Potential Input File Issue for the October 2008 National DNC Registry Reassign Process

Based on our discussion yesterday afternoon, we believe that it is possible that the file that Lockheed Martin sent to PossibleNOW for processing on October 7th, 2008 did not have up-to-date DNC registration dates.

According to our discussion yesterday, the October 7th, 2008 file should have contained phone numbers with DNC registration dates up to October 6th, 2008. When we analyzed the file we found that the most recent DNC registration date in the file was September 1st, 2008.

Based on this finding, we performed the following analysis:

1. We analyzed the file that Lockheed Martin sent to us on November 5th for the November processing run. The latest DNC registration date in that file was November 4th.
2. That indicates that the latest date we should have had in the October file was October 6th (since we received the file on October 7th). Therefore, the October file sent to us appears to have been missing DNC registrations from the period of September 1st through October 6th.
3. We analyzed the November file to identify numbers on the National Registry at that time that had a DNC registration date of September 1st, 2008 through October 6th, 2008.
4. Once we had those numbers, we compared them to the list of actual numbers that PN returned for dropping in October. Any matches would be numbers that would NOT have been dropped in October if the updated DNC registration dates had been provided in the October file.
5. There were 19,066 such phone numbers.
6. Of those numbers, 3,075 have subsequently been added back to the National DNC Registry (as of March 5, 2009).
7. Based on this analysis, 15,991 phone numbers may need to be added back onto the National Registry at this time.

See the attached spreadsheet for a breakdown of this analysis.

**DEFENDANT'S
EXHIBIT
DTX-583**

Confidential - US v. Dish000056

JA011867
010628

Analysis of Promise.txt File against 2008-Nov
Max Customer Date of Promise file
Max Customer Date of 2008-Nov file

9/1/08 0:43
11/4/08 0:43

Analysis 8-31-2008 Through 9-30-2008
Should Not have Dropped
Back on National

16180
2636

National pulled 3/5/2008 6am

Analysis 10-1-2008 Through 10-6-2008
Should not have dropped
Back on National

2886
439

National pulled 3/5/2008 6am

Analysis 10-1-2008 Through 10-31-2008
Should not have dropped
Back on National

13499
3625

National pulled 3/5/2008 6am

Confidential - US v. Dish000057

JA011868
010629

EXHIBIT 612

EXHIBIT 612

DISH NETWORK TERMINATES RETAILERS

ENGLEWOOD, Colo. – Oct. 3, 2008 – DISH Network Corporation (NASDAQ: DISH)

announced today that its wholly owned subsidiary, DISH Network L.L.C., has terminated the following retailers, who the Company believes have engaged in illegal activity including fraud and misrepresentation when establishing customer accounts for DISH Network® service:

- Dish TV, Inc.
- Cyberworks Software, Inc.
- STVR Entertainment, Inc. (dba Dish & Direct Satellite)
- Powersat USA, Inc.

DISH Network L.L.C. does not tolerate illegal activity and will take action against any retailer that it believes has engaged in any form of fraud or misrepresentation in its dealings with DISH Network L.L.C.

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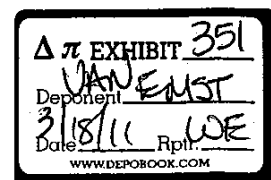
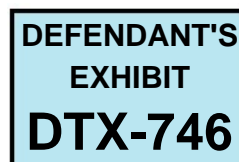
About DISH Network Corporation

DISH Network Corporation (Nasdaq: DISH), the nation's third largest pay-TV provider and the leader in digital television, provides approximately 13.79 million satellite TV customers as of June 30, 2008 with industry-leading customer satisfaction which has surpassed major cable TV providers for eight consecutive years. DISH Network also provides customers with award-winning HD and DVR technology including the ViP722™ HD DVR, which received the Editors' Choice awards from both CNET and PC Magazine. In addition, subscribers enjoy access to hundreds of video and audio channels, the most International channels in the U.S., industry-leading Interactive TV applications, Latino programming, and the best sports and movies in HD. DISH Network offers a variety of package and price options including the lowest all-digital price in America, the DishDVR Advantage Package, high-speed Internet service, and a free upgrade to the best HD DVR in the industry. DISH Network is included in the Nasdaq-100 Index (NDX) and is a Fortune 300 company. Visit www.dishnetwork.com/aboutus or call 1-800-333-DISH (3474) for more information.

Media Contact:

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JA011870
010631

DISH NETWORK TERMINATES RETAILERS

ENGLEWOOD, Colo. – Nov. 18, 2008 – DISH Network Corporation (NASDAQ: DISH) announced today that its wholly owned subsidiary, DISH Network L.L.C., has terminated the following retailers, who the Company believes have engaged in illegal activity including fraud and misrepresentation when establishing customer accounts for DISH Network® service:

- LIS Enterprise Inc. (dba Super Star Satellite) of West Covina, Calif.
- Omid Pars Inc. (dba Ash Tech Systems) of Austin, Texas
- KDS Sales Inc. (dba Apex Communications) of Fort Wayne, Ind.
- Thousand Island Network, Inc. of Diamond Bar, Calif.
- Metro Digital Advantage Co. of Dallas, Texas
- Ovatax Quick Service of North Hills, Calif.

DISH Network L.L.C. does not tolerate illegal activity and will take action against any retailer that it believes has engaged in any form of fraud or misrepresentation in its dealings with DISH Network L.L.C.

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About DISH Network Corporation

DISH Network Corporation (Nasdaq: DISH), the nation's third largest pay-TV provider and the leader in digital television, provides approximately 13.78 million satellite TV customers as of Sept. 30, 2008 with industry-leading customer satisfaction which has surpassed major cable TV providers for eight consecutive years. DISH Network also provides customers with award-winning HD and DVR technology including the ViP®722 HD DVR, which received the Editors' Choice awards from both CNET and PC Magazine. In addition, subscribers enjoy access to hundreds of video and audio channels, the most International channels in the U.S., industry-leading Interactive TV applications, Latino programming, and the best sports and movies in HD. DISH Network offers a variety of package and price options including the lowest all-digital price in America, the DishDVR Advantage Package, high-speed Internet service, and a free upgrade to the best HD DVR in the industry. DISH Network is included in the Nasdaq-100 Index (NDX) and is a Fortune 300 company. Visit www.dishnetwork.com or call 1-800-333-DISH (3474) for more information.

Media Contact:

Robin Zimmerman, 720.514.5351, press@echostar.com

JA011871
010632

DISH NETWORK TERMINATES RETAILERS

ENGLEWOOD, Colo. – Jan. 5, 2009 – DISH Network Corporation (NASDAQ: DISH) announced today that its wholly owned subsidiary, DISH Network L.L.C., has terminated the following retailers, who the Company believes have engaged in illegal activity including fraud and misrepresentation when establishing customer accounts for DISH Network® service:

- Aloha Communications, Inc. of Provo, Utah
- Prance Communications, Inc. of Alhambra, Calif.
- Sam's Satellite & Service, Inc. of Redding, Calif.
- Satview, L.L.C. of Reno, Nev.
- Carlos Simpson (dba DigitalI) of Beaumont, Calif.
- Imran Shaikh (dba Affordable Satellite II) of Houston, Texas
- Air Satellite Dish, Inc. of Orlando, Fla.
- Sunshine Dish, Inc. of Orlando, Fla.
- Rahan Kahn Affordable Satellite of Humble, Texas

DISH Network L.L.C. does not tolerate illegal activity and will take action against any retailer that it believes has engaged in any form of fraud or misrepresentation in its dealings with DISH Network L.L.C.

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About DISH Network Corporation

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Media Contact:

Robin Zimmerman, 720.514.5351, press@echostar.com

JA011872
010633

DISH NETWORK TERMINATES RETAILERS

ENGLEWOOD, Colo. – Feb. 9, 2009 – DISH Network Corporation (NASDAQ: DISH) announced today that its wholly owned subsidiary, DISH Network L.L.C., has terminated the following retailers, who the Company believes have engaged in illegal activity including fraud and misrepresentation when establishing customer accounts for DISH Network® service:

- Videl, Inc. (dba Radio Shack Dealer) of Juneau, Alaska
- Hamlet Satellite Systems of Seaside, Ore.
- Faith Enterprises of West Plains, Mo.
- Starlite Communications LLC of Fort Wayne, Ind.
- Advanced Satellites of Cold Water, Mich.
- Vanderbrook Group, Inc. of Commerce Township, Mich.
- Mastersat Communications, Inc. of Greensboro, N.C.
- Cody Pesicka (dba Circuitopia) of Hill City, S.D.
- America Trade Force, Inc. of West Babylon, N.Y.
- Lacey Contractor Services LLC of McAlester, Okla.
- Efren Hernandez of Marietta, Ga.

DISH Network L.L.C. does not tolerate illegal activity and will take action against any retailer that it believes has engaged in any form of fraud or misrepresentation in its dealings with DISH Network L.L.C.

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About DISH Network Corporation

DISH Network Corporation (Nasdaq: DISH), the nation's third largest pay-TV provider and the leader in digital television, provides approximately 13.78 million satellite TV customers as of Sept. 30, 2008 with industry-leading customer satisfaction which has surpassed major cable TV providers for eight consecutive years. DISH Network also provides customers with award-winning HD and DVR technology including the ViP®722 HD DVR, which received the Editors' Choice awards from both CNET and PC Magazine. In addition, subscribers enjoy access to hundreds of video and audio channels, the most International channels in the U.S., industry-leading Interactive TV applications, Latino programming, and the best sports and movies in HD. DISH Network offers a variety of package and price options including the lowest all-digital price in America, the DishDVR Advantage Package, high-speed Internet service, and a free upgrade to the best HD DVR in the industry. DISH Network is included in the Nasdaq-100 Index (NDX) and is a Fortune 300 company. Visit www.dishnetwork.com or call 1-800-333-DISH (3474) for more information.

Media Contact:

Robin Zimmerman, 720.514.5351, press@echostar.com

JA011873
010634

DISH NETWORK TERMINATES RETAILERS

ENGLEWOOD, Colo. – March 5, 2009 – DISH Network Corporation (NASDAQ: DISH) announced today that its wholly owned subsidiary, DISH Network L.L.C., has terminated the following retailers, who the Company believes have engaged in illegal activity including fraud and misrepresentation when establishing customer accounts for DISH Network® service:

- Superior Satellite Services of Streetsboro, Ohio
- American Satellite Co., L.L.C. of Salt Lake City, Utah
- Alexis Proenza (dba Panamerican Digital Satellites) of San Juan, Puerto Rico
- Caguas Satellite Corp. of San Juan, Puerto Rico
- D&C Entertainment, L.L.C. of Jefferson, Wis.
- Big Boy Entertainment of Parlier, Calif.
- Rosario Gonzalez (dba System Sate, Inc.) of North Hills, Calif.
- TV Sur Satellite, Inc. of Gaithersburg, Md.
- Technic Satellite, Inc. of Tampa, Fla.
- Calvin Cockman (dba Tech Services) of Carthage, N.C.

DISH Network L.L.C. does not tolerate illegal activity and will take action against any retailer that it believes has engaged in any form of fraud or misrepresentation in its dealings with DISH Network L.L.C.

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About DISH Network Corporation

DISH Network Corporation (Nasdaq: DISH) provides approximately 13.678 million satellite TV customers as of Dec. 31, 2008 with the highest quality programming and technology at the best value, including the lowest all-digital price nationwide. Customers have access to hundreds of video and audio channels, the most international channels in the U.S., state-of-the-art interactive TV applications, and award-winning HD and DVR technology including 1080p Video on Demand and the DuoDVR™ ViP® 722 DVR, a CNET and PC Magazine "Editors' Choice." DISH Network is included in the Nasdaq-100 Index (NDX) and is a Fortune 250 company. Visit www.dishnetwork.com.

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JA011874
010635

EXHIBIT 613

EXHIBIT 613

JA011875
010636

TX 102-011137

Federal Trade Commission

Do Not Call Registry

Monthly Performance Report

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**DEFENDANT'S
EXHIBIT
DTX-180**

Δ π EXHIBIT 10	
Deponent	LM
Date	6/5/10
Rptr.	RW
WWW.DEPOBOOK.COM	

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PERFORMANCE SUMMARY

1.0 Overview

The purpose of this report is to present a monthly review of Lockheed Martin performance for the Federal Trade Commission (FTC) Do Not Call Registry (DNC) project.

1.1 Summary Metrics

A summary of Lockheed Martin's performance for November 2008 is as follows:

PRS #	Required Task	Performance Standard	Performance Requirement	Lockheed Performance	Total Possible Amount	Lockheed Amount	%
1	<u>Respond to consumer registration, confirmation, or alteration requests in a timely manner. (Sub-tasks 1-1 and 1-4)</u>	Answer incoming calls without busy signals and within twenty seconds of the call being placed.	99%	100.00%	60% DNC 2A \$49,112.34	\$49,112.34	100%
		Ensure the appropriate Web page is immediately displayed. Requests are processed immediately after submitting the request.		99.99%	60% DNC 2B \$1,825.39	\$1,825.39	100%
2	<u>Complete transition activities and deliverables in a timely and accurate manner.</u>	All transition activities and deliverables must be completed in accordance with the schedule of transaction activities and deliverables agreed to by the parties.	100%	100%	Complete		100%
3	<u>Maintain accurate consumer registration information. (Sub-task 1-3)</u>	The consumer registration database may not contain incorrect information.	99%	100.00%	20% DNC 2A \$16,370.78	\$16,370.78	100%
					DNC 2B \$608.46	\$608.46	
4	<u>Update consumer registration information in a timely and accurate manner (Sub-task 1-5)</u>	Process telephone number removals, where a consumer has been disconnected and reassigned, on a monthly basis.	95%	43.90%	8% DNC 2A \$6,548.31	\$2,874.71	43.90%
					DNC 2B \$243.39	\$106.85	
5	<u>Respond to telemarketer access requests in a timely manner. (Sub-tasks 2-1 to 2-2)</u>	Provide immediate response to telemarketer access requests.	97%	99.94%	10% DNC 3 \$3,083.17	\$3,083.17	100%

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PRS #	Required Task	Performance Standard	Performance Requirement	Lockheed Performance	Total Possible Amount	Lockheed Amount	%
6	<u>Provide for the collection, deposit, refund, and chargeback of fee payments (Sub-task 2-3)</u>	Process records of each fee transaction, deposit, refund, and chargeback in a timely and accurate manner.	97%	100.00%	20% DNC 3 \$6,166.33	\$6,166.33	100%
7	<u>Respond to telemarketer access requests correctly. (Sub-task 2-4)</u>	Provide complete and correct information in response to telemarketer access requests.	97%	100.00%	10% DNC 3 \$3,083.17	\$3,083.17	100%
8	<u>Provide timely and accurate assistance to TMs that experience problems accessing the national registry or paying the user fee. (Sub-task 2-5)</u>	Resolve telemarketer assistance requests within two hours of receipt, for requests received during normal business hours, or for all others, within two hours after start of normal business hours.	95%	98.59%	10% DNC 3 \$3,083.17	\$3,083.17	100%
9	<u>Respond to LE access requests in a timely manner (Sub-task 3-1 and 3-2)</u>	Provide immediate response to LE access requests	97%	98.01%	10% DNC 3 \$3,083.17	\$3,083.17	100%
10	<u>Respond to LE access requests correctly (Sub-task 3-2)</u>	Provide correct information in response to law enforcement access requests.	97%	100.00%	10% DNC 3 \$3,083.17	\$3,083.17	100%
11	<u>Provide the FTC with timely and accurate reports (Task Five)</u>	Provide accurate reports to the FTC in a timely manner	95%	75.54%	18% DNC 3 \$5,549.70	\$4,192.24	75.54 %
12	<u>Process consumer complaints in a timely manner (Sub-task 4-1)</u>	Answer incoming calls without busy signals and within twenty seconds of the call being placed. Ensure the consumer complaint Web page is immediately displayed. Complaints are processed immediately after submitting the request.	99%	100.00% 99.97%	35% DNC 4A \$3,126.43 35% DNC 4B \$1,642.19	\$3,126.43 \$1,642.19	100%
13	<u>Gather accurate consumer complaint information over both the telephone and Internet (Sub-task 4-1)</u>	"Valid processed consumer complaints" may not contain incorrect information; the determination that a complaint is "invalid" must be correct.	99%	71.02%	35% DNC 4A \$3,126.43 DNC 4B \$1,642.19	\$2,220.39 \$1,166.28	71.02 %
14	<u>Transfer consumer complaint information gathered over both the telephone and the Internet to the FTC's Consumer Sentinel system in a timely and accurate manner. (Sub-task 4-2)</u>	All "valid processed complaints" must be transferred to the FTC no later than five business days following the date the complaint is received	95%	100.00%	18% DNC 4A \$1,607.88 DNC 4B \$844.55	\$1,607.88 \$844.55	100%

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JA011878
010639

PRS #	Required Task	Performance Standard	Performance Requirement	Lockheed Performance	Total Possible Amount	Lockheed Amount	%
15	<u>Conduct call log analysis (Task 6)</u>	All requested call log analysis may not contain incorrect information; deliverables must be produced to the FTC in accordance with the requirements of the proposal.	100%		N/A		N/A
16	<u>Compliance with all of the requirements, terms, and conditions of this contract.</u>	Comply with all requirements, terms, and conditions in this contract. PROPOSED PERFORMANCE STANDARD: Comply with all other requirements, terms, and conditions in this contract.	100%	100%	2% DNC 2A DNC 2B DNC 3 DNC 4A DNC 4B \$2,587.05	\$2,587.05	100%
17	<u>Compliance with information and physical security requirements (C.1.12) and the Privacy Act of 1974 (C.1.14).</u>	Meet requisite NIST provisions, OMB Memorandum M-06-16, FTC guidelines pertaining to information systems security, and other discrete information and physical security requirements in section C.1.12; meet provisions of Privacy Act as detailed in C.1.14.	100%	98.20%	5% DNC 2A DNC 2B DNC 3 DNC 4A DNC 4B \$6,467.63	\$6,351.21	98.20 %
18	<u>Implementation of improvements and enhancements to the system. (C.1.19).</u>	Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of significant improvements and system enhancements that are approved by the FTC in advance. 1 Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of moderate improvements and system enhancements that are approved by the FTC in advance. 2 Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of minor improvements and system enhancements that are approved by the FTC in advance. 3 1 "Significant improvements" include either a single improvement, or group of improvements that results in 1) a dramatic improvement in the end-user experience, 2) a dramatic decrease in costs to the FTC, or 3) a dramatic increase in operational efficiency. 2 "Moderate improvements" include either a single improvement, or group of improvements that result in 1) a moderate improvement in the end-user experience, 2) a moderate decrease in costs to the	100%		5% DNC 2A DNC 2B DNC 3 DNC 4A DNC 4B \$0	\$0	100%

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PRS #	Required Task	Performance Standard	Performance Requirement	Lockheed Performance	Total Possible Amount	Lockheed Amount	%
		FTC, or 3) a moderate increase in operational efficiency. 3 "Minor improvements" include either a single improvement, or group of improvements that result in 1) a minor improvement in the end-user experience, 2) a minor decrease in costs to the FTC, or 3) a minor increase in operational efficiency.					
	TOTAL				\$122,884.89	\$116,218.93	

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JA011880
 010641

PRS #1 – Consumer Registration Response Time (IVR & WEB)

IVR

Performance Standard: Answer incoming calls without busy signals and within 20 seconds of the call being placed.

Performance Requirement: 99%

Lockheed Performance: 100.00%

For consumer IVR requests, Lockheed Martin measured the following data to help the FTC assess our ability to meet this requirement:

- ◆ Number and percentage of calls transferred from the network to the IVR and successfully answered
- ◆ Number and percentage of calls not transferred from the network to the IVR because the caller hangs up before the call is answered (abandoned)
- ◆ Number and percentage of calls not transferred from the network to the IVR and answered with a busy signal
- ◆ Number of times the IVR was at capacity, average duration it was at capacity, and total duration in minutes and seconds that it was at capacity.

Total Calls Intended for IVR	Number of Calls Transferred to IVR From Network (answered)	Percent of Calls Transferred to IVR From Network (answered)	Number of Calls Not Transferred to IVR From Network (abandoned)	Percent of Calls Not Transferred to IVR From Network (abandoned)
2,435,535	2,417,506	99.26%	18,029	0.74%

Number of Calls Not Transferred to IVR From Network (busy signal)	Percent of Calls Not Transferred to IVR From Network (busy signal)	Number of Times IVR Was At Capacity	Total Length of Time IVR Was At Capacity (MM:SS)	Avg. Length of Time IVR Was At Capacity (MM:SS)
0	0.0%	0	00:00	00:00

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PRS #1 – Consumer Registration Response Time

WEB

Performance Standard: Ensure the appropriate web page is immediately displayed. Requests are processed immediately after submitting the request.

Performance Requirement: 99%

Lockheed Performance: 99.99%

Lockheed Martin measured the time it takes our servers to process a request. Our goal is to have each request processed within 10 seconds or less.

Type of Request	# Requests Received	# Requests Processed w/in 10 Seconds	% Requests Processed w/in 10 Seconds	# Requests Not Processed w/in 10 Seconds	% Requests Not Processed w/in 10 Seconds
Home Page	1,441,817	1,441,687	99.99%	130	0.01%
Registration	3,583,977	3,583,684	99.99%	293	0.01%
Verification	667,113	667,049	99.99%	64	0.01%
Total	5,692,907	5,692,420	99.99%	487	0.01%

PRS #2 – Complete Transition Activities and Deliverables in a Timely and Accurate Manner

Performance Standard: All transition activities and deliverables must be completed in accordance with the schedule of transaction activities and deliverables agreed to by the parties.

Performance Requirement: 99%

Lockheed Performance: Ongoing

Lockheed Martin continued to support all transition activities.

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PRS #3 – Consumer Registration Data Accuracy

Performance Standard: The consumer registration database may not contain incorrect information.

Performance Requirement: 99%

Lockheed Performance: 100.00%

# Unique Phone Numbers Added	# Valid Phone Numbers	% Valid Phone Numbers	# Invalid Phone Numbers	% Invalid Phone Numbers	# Foreign Area Codes
1,540,500	1,540,466	100.00%	34	0.00%	0

PRS #4 – Update Consumer Registration Information

Performance Standard: Process telephone number removals, where a consumer has been disconnected and reassigned, on a monthly basis.

Performance Requirement: 95%

Lockheed Performance: 100.00% revised to 43.90%

The PossibleNow disconnect/reassignment process completed successfully and identified the number of removals specified below.

Year	DNC Numbers by Year Added	Wireless	Landline	Removals	Removals as a % of Landlines
2003	36,748,925	4,696,530	32,052,395	49,410	0.15%
2004	18,883,343	9,095,209	9,788,134	51,152	0.52%
2005	24,196,223	13,854,733	10,341,490	67,592	0.65%
2006	28,541,611	17,496,034	11,045,577	74,566	0.68%
2007	32,214,413	17,668,603	14,545,810	102,695	0.71%
2008	34,578,718	21,543,950	13,034,768	61,401	0.47%
Total	175,163,233	84,355,059	90,808,174	406,816	0.45%

On December 18, 2008 PossibleNow notified Lockheed Martin that 225,576 numbers were removed in error. The numbers were reinstated into the Registry on the evening of the 18th. On January 15, 2009, PossibleNow notified Lockheed Martin that an additional 2,668 numbers were removed in error. The numbers were reinstated into the Registry on the evening of the 15th.

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The revised performance figure above reflects the number of correct removals divided by the total removed.

PRS #5 – Telemarketer Request Response Time

Performance Standard: Provide immediate response to telemarketer access requests.

Performance Requirement: 97%

Lockheed Performance: 99.94%

Lockheed Martin measured the time it takes our servers to process a request. Our goal is to have each request processed within 10 seconds or less.

Request Type	# Requests Received	# Requests Processed w/in 10 Seconds	% Requests Processed w/in 10 Seconds	# Requests Not Processed w/in 10 Seconds	% Requests Not Processed w/in 10 Seconds
Home Page	133,954	133,866	99.93%	88	0.07%
Create Profile	26,952	26,922	99.89%	30	0.11%
Download	18,147	18,147	100.00%	0	0.00%
Subscription	12,101	12,101	100.00%	0	0.00%
Manage Clients	8,707	8,702	99.94%	5	0.06%
Help Desk	1,709	1,709	100.00%	0	0.00%
Total	201,570	201,447	99.94%	123	0.06%

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PRS #6 – Payment Discrepancy Report

Performance Standard: Process records of each fee transaction, deposit, refund, and chargeback in a timely and accurate manner.

Performance Requirement: 97%

Lockheed Performance: 100.00%

Lockheed Martin tracked transaction information from both the DNC and the Pay.gov perspective. To determine our performance, we reconciled DNC transaction data to Pay.gov transaction data.

# Pay.gov Transactions	# Reconciled Transactions	% Reconciled Transactions	# Unreconciled Transactions	% Unreconciled Transactions
437	437	100.00%	0	0.00%

Discrepancies:

No unreconciled transactions were found during November 2008.

Unreconciled transactions from previous months fall into the following categories:

Scenario	Scenario Description	Transaction Count
A	Test payment.	
B	The TM's credit card was declined. Pay.gov responded with an error message to that effect which is not expected by the current code. Lockheed modified the current application to appropriately handle this scenario.	
C	Same as Scenario B and Pay.gov responds a second time with Cancelled status but the payment status field is not appropriately updated in the database. Lockheed modified the current application to appropriately handle this scenario.	
D	Payment was settled but the payment was reversed later with reason "29 - Corporate Customer Advises Not Authorized" from Pay.gov. The DNC database shows the order as paid which needs to be corrected. A process was put in place to handle this scenario.	
E	Payment was settled but the payment was reversed later with reason "03 - No Account / Unable to Locate" from Pay.gov. The DNC database shows the order as paid which needs to be corrected. A process was put in place to handle this scenario.	
F	There is a discrepancy between the Order Date field and the Payment Date field in the DNC database however the DNC Payment Date matches the Pay.gov Payment Date. Lockheed investigated this issue and determined that no application modifications are necessary since the Payment Date field is used in the reconciliation process.	

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Scenario	Scenario Description	Transaction Count
G	Once the TM got to the Pay.gov site, he/she tried to pay by Credit card which failed then paid by debit. Two paygov IDs for the same agency tracking ID were created (one for failed credit card and one for successful debit). Lockheed stored the IDs related to the debit transaction but there is a mismatch reconciling on the failed credit card transaction. Lockheed modified the current application to appropriately handle this scenario.	
H	Payment is marked as complete in the DNC database but the record is missing Pay.gov ID, payment amount, payment date and settlement date. The order date is prior to 10/4 but the Pay.gov payment date is post 10/4.	
I	Paygov didn't respond to application when it queried for status. Pay.gov shows this as a completed payment while the DNC database shows it as pending. Lockheed's nightly application (which queries for status) either didn't receive a response from Pay.gov or when Pay.gov responded the website was not available or some error occurred during the process.	
J	Payment is missing from the DNC database and marked failed in Pay.gov.	
	TOTAL	0

PRS #7 – Telemarketer Access Requests Accuracy

Performance Standard: Provide complete and correct information in response to telemarketer access requests.

Performance Requirement: 97%

Lockheed Performance: 100.00%

Lockheed Martin measured the following metrics:

- ◆ Number of successful and unsuccessful Telemarketer subscription download requests
- ◆ Number of successful and unsuccessful Telemarketer subscription interactive search requests

Type of TM Access	# Access Requests	# Successful Access Requests	% Successful Access Requests	# Unsuccessful Access Requests	% Unsuccessful Access Requests
Download	22,474	22,472	99.99%	2	0.01%
Interactive Search	194,896	194,896	100.00%	0	0.00%
Total	217,370	217,368	100.00%	2	0.00%

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PRS #8 – Help Desk Resolution Time

Performance Standard: Resolve telemarketer assistance requests within two hours of receipt, for requests received during normal business hours, or for all others, within two hours after start of normal business hours.

Performance Requirement: 95%

Lockheed Performance: 98.59%

Lockheed Martin measured how many help desk requests were opened and resolved within 2 business hours.

General Summary

# Requests Opened	# Requests Resolved w/in 2 Bus. Hrs.	% Requests Resolved w/in 2 Bus. Hrs.	# Requests Not Resolved w/in 2 Bus. Hrs.	% Requests Not Resolved w/in 2 Bus. Hrs.
639	630	98.59%	9	1.41%

Organization Summary

# Orgs Requesting Assistance	# Orgs That Submitted > 2 Requests in 2 Months
490	77

PRS #9 – Law Enforcement (LE) Request Response Time

Performance Standard: Provide immediate response to LE access requests.

Performance Requirement: 97%

Lockheed Performance: 98.01%

Lockheed Martin measured the time it takes our servers to process a request. Our goal is to have each request processed within 10 seconds or less.

Num. Requests Received	Num. Requests Processed w/in 10 Seconds	% Requests Processed w/in 10 Seconds	Num. Requests Not Processed w/in 10 Seconds	% Requests Not Processed w/in 10 Seconds
1,003	983	98.01%	20	1.99%

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PRS #10 – Law Enforcement Access Request Accuracy

Performance Standard: Provide correct information in response to law enforcement access requests.

Performance Requirement: 97%

Lockheed Performance: 100.00%

Lockheed Martin retrieved random query and related response examples from the Law Enforcement Web service logs for the month of November 2008. Our analysts then ran the queries manually against the DNC database, looking at individual tables and values to determine if query responses were correct. For November, we reviewed 30 queries (15 Phone Number queries and 15 Company queries). All query responses were determined to be correct based on the corresponding query parameters.

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PRS #11 – Provide FTC with Timely and Accurate Reports

Performance Standard: Provide accurate reports to the FTC in a timely manner.

Performance Requirement: 95%

Lockheed Performance: 75.54%

Lockheed Martin is committed to providing the FTC with timely and accurate reports. However, it is taking longer than planned to test, provide changes, receive approval and implement these reports.

SOW Opt.	Report	On Time	Late	Not Delivered
2.3.3.3	Daily Reconciliation	30		
2.6.1	Daily Registration Summary	30		
2.6.1	Weekly Registration Summary ¹	4		
2.6.1	Weekly Registration Summary - Trending			4
2.6.1	Monthly Registration Summary	1		
2.6.1	Monthly Registration Summary – Trending			1
2.6.1	Telemarketer Weekly Summary			4
2.6.1	Telemarketer Weekly Summary - Trending			4
2.6.1	Telemarketer Monthly Summary	1		
2.6.1	Telemarketer Monthly Summary - Trending	1		
2.6.2.1	Weekly Call Analysis			4
2.6.2.1	Monthly Call Analysis			1
2.6.2.1	Weekly Call Distribution			4
2.6.2.1	Monthly Call Distribution	1		
2.6.2.2	Weekly Website Analysis			4
2.6.2.2	Weekly Website Analysis - Trending			4
2.6.2.2	Monthly Website Analysis	1		
2.6.2.2	Monthly Website Analysis – Trending	1		
2.6.2.3	Weekly Top 10 Complaint			4
2.6.2.3	Monthly Top 10 Complaint	1		
2.6.2.4	Monthly State Registration Status	1		
2.6.2.5	Monthly Telemarketer Access	1		
2.6.2.5	Monthly Telemarketer Access – Trending	1		
2.6.2.6	Monthly Invalid Consumer Complaint	1		
2.6.3	Daily Report by Channel	30		
	TOTAL	105	0	34
		75.54%	0.00%	24.46%

¹ Weekly Registration Summary reports are delivered on Wednesdays to account for the three-day period customers have to respond to Web registration e-mail confirmations.

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PRS #12 – Consumer Complaint Response Time (IVR & WEB)**IVR:**

Performance Standard: Answer incoming calls without busy signals and within twenty seconds of the call being placed.

Performance Requirement: 99%

Lockheed Performance: 100.00%

For consumer IVR complaint requests, Lockheed Martin measured the following data to help the FTC assess our ability to meet this requirement:

- ◆ Number and percentage of calls transferred from the network to the IVR and successfully answered
- ◆ Number and percentage of calls not transferred from the network to the IVR because the caller hangs up before the call is answered (abandoned)
- ◆ Number and percentage of calls not transferred from the network to the IVR and answered with a busy signal
- ◆ Number of times the IVR was at capacity, average duration it was at capacity, and total duration in minutes and seconds that it was at capacity.

Total Calls Intended for IVR	Number of Calls Transferred to IVR From Network (answered)	Percent of Calls Transferred to IVR From Network (answered)	Number of Calls Not Transferred to IVR From Network (abandoned)	Percent of Calls Not Transferred to IVR From Network (abandoned)
2,435,535	2,417,506	99.26%	18,029	0.74%

Number of Calls Not Transferred to IVR From Network (busy signal)	Percent of Calls Not Transferred to IVR From Network (busy signal)	Number of Times IVR Was At Capacity	Total Length of Time IVR Was At Capacity (MM:SS)	Avg. Length of Time IVR Was At Capacity (MM:SS)
0	0.0%	0	00:00	00:00

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010651

PRS #12 – Consumer Complaint Response Time**WEB**

Performance Standard: Ensure the appropriate web page is immediately displayed. Requests are processed immediately after submitting the request.

Performance Requirement: 99%

Lockheed Performance: 99.97%

Lockheed Martin measured the time it takes our servers to process a request. Our goal is to have each request processed within 10 seconds or less.

Type of Request	# Requests Received	# Requests Processed w/in 10 Seconds	% Requests Processed w/in 10 Seconds	# Requests Not Processed w/in 10 Seconds	% Requests Not Processed w/in 10 Seconds
Complaints	653,802	653,601	99.97%	201	0.03%

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PRS #13 – Invalid Consumer Complaint Information

Performance Standard: "Valid processed consumer complaints" may not contain incorrect information; the determination that a complaint is "invalid" must be correct.

Performance Requirement: 99%

Lockheed Performance: 71.02%

For this requirement, Lockheed measured the following metrics:

- ◆ Number of complaints received during the month
- ◆ Number of complaints that were correctly flagged as "invalid"
- ◆ Number of complaints that were incorrectly flagged as "invalid".

There are four business cases to determine if a complaint is invalid:

- ◆ Consumer complained too soon (complaint filed less than 31 days since consumer phone number was registered)
- ◆ Consumer phone number was either not registered or had been deleted/disconnected/removed
- ◆ Complaint did not contain either the Company Name or the Company Phone Number
- ◆ Consumer phone number matched the company phone number

# Invalid Complaints Received	# Complaints Correctly Flagged as Invalid	% Complaints Correctly Flagged as Invalid	# Complaints Incorrectly Flagged as Invalid	% Complaints Incorrectly Flagged as Invalid
58,792	41,756	71.02%	17,036	28.98%

Discrepancies:

The Lockheed staff are not able to correctly flag many complaints as invalid due to recordings of the voice of the citizen that are not clear or understandable. After multiple attempts of listening to the complaint to understand the company name or other required information, the staff marks the complaint as invalid. We are continuing our efforts to work with staff and analyze the process to increase performance.

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PRS #14 – Complaint Transfer Report

Performance Standard: All “valid processed complaints” must be transferred to the FTC no later than five business days following the date the complaint is received.

Performance Requirement: 95%

Lockheed Performance: 100.00%

For this metric, Lockheed Martin measured how many complaints were transferred to the FTC CIS, and of those, how many were transferred within 5 business days. The process requires at least two days to facilitate transcribing of a complaint. We experienced a degradation of performance with the transcription application that along with the increased volume affected the metric. We are improving the transcription application to handle the increased volume.

# Complaints Transferred	# Complaints Transferred w/in 5 Bus. Days	% Complaints Transferred w/in 5 Bus. Days	# Complaints Not Transferred w/in 5 Bus. Days	% Complaints Not Transferred w/in 5 Bus. Days
108,761	108,761	100.00%	0	0.00%

PRS #15 – Conduct Call Log Analysis (Task 6)

No data is provided for this requirement as Call Log Analysis is an option the FTC has not yet exercised.

PRS #16 – Compliance with all of the Requirements, Terms and Conditions of this Contract

Performance Standard: Comply with all requirements, terms and conditions in this contract.

Proposed Performance Standard: Comply with all **other** requirements, terms, and conditions in this contract.

Performance Requirement: 100%

Lockheed Performance: 100%

Lockheed Martin is in 100% compliance with all other requirements, terms and conditions of this contract.

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PRS #17 – Compliance with Information and Physical Security Requirements and the Privacy Act of 1974

Performance Standard: Meet requisite NIST provisions, OMB Memorandum M-06-16, FTC guidelines pertaining to information systems security and other discrete information and physical security requirements in section C.1.12; meet provisions of Privacy Act as detailed in C.1.14.

Performance Requirement: 100%

Lockheed Performance: 98.20%

CRSS must comply with federal information systems security requirements as described in NIST 800-53, OMB M-06-16 and FTC security policies. Most security requirements from FTC and OMB can be mapped to NIST 800-53, with one exception of an OMB requirement. As such, there are a total of 170 distinct security requirements for CRSS after requirements mapping. Security C&A was conducted prior to formal launch of CRSS on June 8, 2008. As the result of the C&A, a Plan of Action and Milestones (POAM) document has been generated to document security deficiencies, reflecting failed security requirements. LM staff has been working on resolving POAM items since June 8, 2008 and significant progress has been made. As of November 30 CRSS complies with all but three security requirements that have late implementation dates as documented on POAM, reflecting a 98.2% passing rate. The three failed security requirements are:

1. CP-10: Awaiting DR infrastructure to be installed in Albuquerque for CRC (TBD).
2. IA-7: Pending solution for Foundry Networks Load Balancer which implemented FIPS 140-2, but doesn't have the costly FIPS 140-2 certification (TBD).
3. SC-13: Pending solution for Foundry Networks Load Balancer which implemented FIPS 140-2, but doesn't have the costly FIPS 140-2 certification (TBD).

PRS #18 – Implementation of Improvements and System Enhancements

Performance Standard: Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of significant improvements and system enhancements that are approved by the FTC in advance.

Performance Requirement: Categories are:

- "**Significant improvements**" include either a single improvement, or group of improvements that results in 1) a dramatic improvement in the end-user experience, 2) a dramatic decrease in costs to the FTC, or 3) a dramatic increase in operational efficiency.

- "**Moderate improvements**" include either a single improvement, or group of improvements that result in 1) a moderate improvement in the end-user experience, 2) a moderate decrease in costs to the FTC, or 3) a moderate increase in operational efficiency.

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- "**Minor improvements**" include either a single improvement, or group of improvements that result in 1) a minor improvement in the end-user experience, 2) a minor decrease in costs to the FTC, or 3) a minor increase in operational efficiency.

Lockheed Performance:

Development of the following improvements to the DNC system continued during November 2008. This invoice represents the second installment payment for this improvement.

Application	Description of Improvement	Improvement Category	Total Cost	Invoiced to Date

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