

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.

Electronically Filed
Mar 30 2021 12:48 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 81704

District Court No.
A-17-763397-B

JOINT APPENDIX

Vol. 61 of 85

[JA014019-JA014236]

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[Additional counsel appear on next page.]

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Evidentiary Hearing SLC Exhibit 102²			

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

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

EXHIBIT 689

EXHIBIT 689

**RETAIL SERVICES
RETAILER COMPLIANCE FILE**

Retailer Info:

Retailer Name: Satellite Systems Network
Retailers OE/Sales #: 821970
Address, City, State: 9831 Irvine Center Drive., Irvine, CA 92618
Primary Contact: Alex Teranchi
Contact Phone: (800) 615-0241
Contact Phone (Alt.): 949-433-5010
Fax No.: (949) 643-7173
Email Address: alex@yourdish.tv
Last Updated: May 24, 2007

Preferred Method of Contact: _____

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**KRAKAUER v. DISH
1:14-cv-00333-CCE-JEP
Plaintiff's Exhibit
PX15**

Confidential

Page 1

5/24/2007

Krakauer- 00019074

Confidential

DISH-Paper-007978

JA014020
012753

TX 102-013282

PHONE LOG

[illegible]

Snyder, Serena

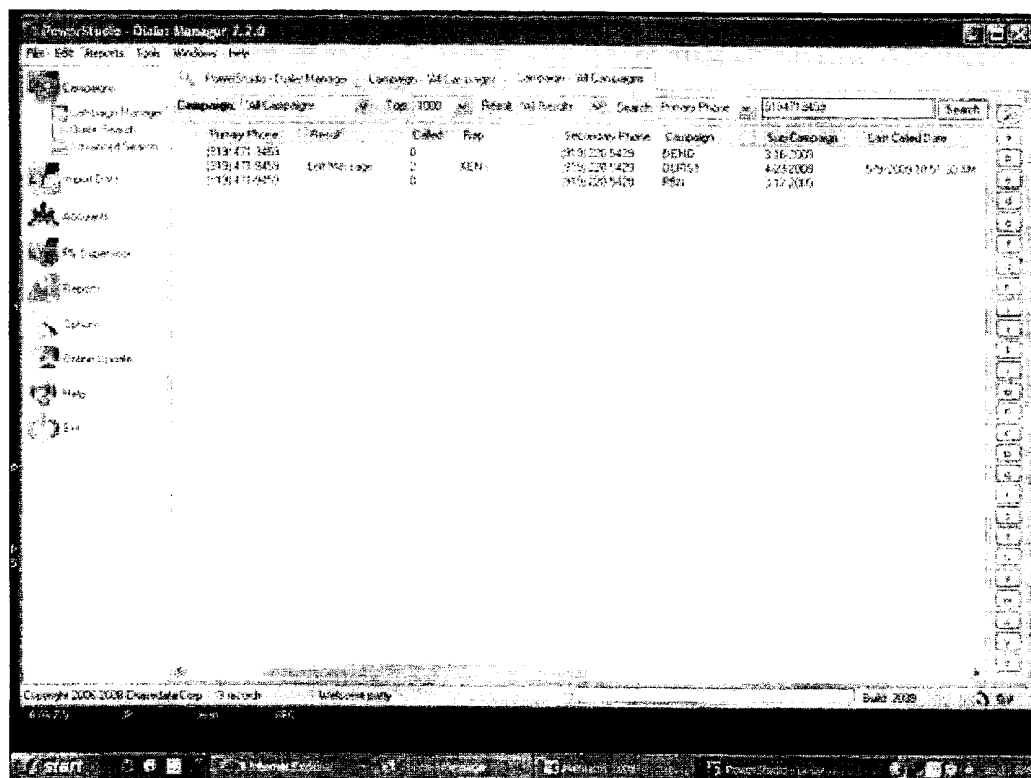
From: patty [patty@yourdish.tv]
Sent: Thursday, May 28, 2009 3:31 PM
To: Snyder, Serena
Cc: 'Sophie'
Subject: RE: Satellite Systems Network - Krakauer DNC National 09 07 03

Hello Reji Musso,

We first heard of the issue with Mr. Thomas Krakauer on the 20th of May when Terrence advised us of the "Do Not Call" violation. That very same day we took Mr. Krakauer phone number out of our entire master lead list and put his phone number on our DNC list. Our lead for Mr. Krakauer was generated by us we sold him Direct tv back in April of 2003 when we were a DirecTV retailer. We do not have a date for scrubbing this lead through PossibleNow because at the time we were not a PossibleNow member. The caller id that we used to make the outbound call is 800-375-8211. Below is the email that we sent to Terrence.

Hello Terrence,

With regards to Mr. Thomas Krakauer below is a screenshot showing when we contacted him. Our sales representative Ken is our top employee he has been with us for 3 years. We have not received any complaints about him. He sells the most and has the least amount of cancellations. We have already deleted Mr. Krakauer from our database. If you need any further information please feel free to email Sophie.



Thanks Again,
Patty

5/29/2009

Krakauer--00019076

Confidential-

JA014022
012755
DISH-Paper-007980

TX 102-013284

Prior to this complaint we did not know that Mr. Krakauer wanted off our calling list. Also our dialers are set to automatically turn off at 6:30 PM Pacific Time so no calls are made after that time. We always comply with National Do Not Call Policies and even our dialer has a internal Do Not Call list that we put all customers that do not want to be contacted again and those customers will not be called again. We take Do Not Call violations very seriously that is why when someone contacts us and tell us that they want to be put on our Do Not Call we do it at that moment. Please let me know if you need any further information.

Thank you,

Sophie

P.S.

Ms. Serena Snyder can you please forward this email to Reji Musso. Thank you we gladly would appreciate it.

From: Sophie [mailto:sophie@Yourdish.tv]
Sent: Thursday, May 28, 2009 1:50 PM
To: patty@Yourdish.tv
Subject: FW: Satellite Systems Network - Krakauer DNC National 09 07 03
Importance: High

From: Snyder, Serena [mailto:Serena.Snyder@dishnetwork.com]
Sent: Thursday, May 28, 2009 1:29 PM
To: sophie@Yourdish.tv
Cc: Musso, Reji; Vendor Inquiries; Rukas, Terrence; alex@yourdish.tv
Subject: Satellite Systems Network - Krakauer DNC National 09 07 03
Importance: High

Notice of Alleged Complaint "Do Not Call" Violation

To Ms. Tehranchi,

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@dishnetwork.com.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com
Please Note New Email Address

No virus found in this incoming message.
Checked by AVG - www.avg.com

5/29/2009

Krakauer--00019077

Confidential-

JA014023
012756
DISH-Paper-007981

TX 102-013285

Version: 8.5.339 / Virus Database: 270.12.43/2139 - Release Date: 05/28/09 08:10:00

5/29/2009

Krakauer--00019078

Confidential-

JA014024
012757
DISH-Paper-007982

TX 102-013286

Snyder, Serena

From: Sophie [sophie@Yourdish.tv]
Sent: Wednesday, April 08, 2009 2:13 PM
To: Vendor Inquiries
Subject: FW: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09

Serena,

The contact name for the leads was Jeff Rogers. His phone number is 908-358-7090. On 10-13-2008 we were with dnc.com, we were not with PossibleNow. We got PossibleNow on 10-23-2008 and did the training on 10-27-2008. Every year we have to purchase the San number in order to scrub the list with PossibleNow which we do purchase every year. The outbound dialer was with Five9 but they were too expensive so we changed about three weeks ago and are with chase data. We have no records of the consumer phone numbers since we are no longer with Five9.

Thanks,
Sophie

From: Vendor Inquiries [mailto:VendorInquiries@echostar.com]
Sent: Wednesday, April 08, 2009 12:46 PM
To: Sophie; Vendor Inquiries
Subject: RE: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09

Sophie,

Thank you for your quick response and attention to these consumer issues. We originally sent these to Alex on 11/20/08 and 03/27/09. Do we have the right email address for him 'alex@yourdish.tv'? And we will make sure to include you on any complaints we receive in the future.

In addition to making sure these phone numbers have been removed from your calling list can you please provide the following?

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumers' phone numbers

Thank you for your assistance. We look forward to your response and to concluding our research into these consumer issues.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

From: Sophie [mailto:sophie@Yourdish.tv]
Sent: Wednesday, April 08, 2009 1:09 PM
To: Vendor Inquiries
Subject: FW: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09
Importance: High

To Whom It May Concern:

4/8/2009

Krakauer--00019079

Confidential-

JA014025
012758
DISH-Paper-007983

TX 102-013287

First of all this is the first time we have got any email in regards to this matter. We have checked our data base and both of these numbers were taken out last year. As soon as anyone asks to be put on the DNC, we take them out of our data base right away. I hope this answers the consumers' complaints.

Yours truly,
Sophie Tehranchi

From: Vendor Inquiries [mailto:VendorInquiries@echostar.com]
Sent: Wednesday, April 08, 2009 9:27 AM
To: sophie@yourdish.tv
Cc: Vendor Inquiries
Subject: FW: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09
Importance: High

Dear Sophie Tehranchi,

We have audited our records and found that we have not received a response for the following TCPA / DNC Issues. These escalated issues need your immediate attention and response. I have attached the original letters that have been sent to you.

Submitted Date	Consumer First Name	Consumer Last Name	Consumer Phone Number	Consumer DNC	Date Added to List (N, S, W, I)	Caller ID	Complaint Type	Retailer Name
10/14/08	Angela	Schooler	512-301-6838	None		800-375-8211	F P	Satellite System:
03/20/09	Kitty	Fowler	530-675-2230	I	04/29/08	800-375-8211	F P H RFL	Satellite System:

If you have any questions please contact me, so we can conclude our research for these consumers' complaints.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

From: Snyder, Serena
Sent: Friday, April 03, 2009 2:16 PM
To: 'alex@yourdish.tv'
Cc: Vendor Inquiries; Rukas, Terrence
Subject: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09
Importance: High

Dear Mr. Tehranchi,

We have audited our records and found that we have not received a response for the following TCPA / DNC Issues. These escalated issues need your immediate attention and response. I have attached the original letters that have been sent to you.

Submitted Date	Consumer First Name	Consumer Last Name	Consumer Phone Number	Consumer DNC	Date Added to List (N, S, W, I)	Caller ID	Complaint Type	Retailer Name
10/14/08	Angela	Schooler	512-301-6838	None		800-375-8211	F P	Satellite System:

4/8/2009

Krakauer--00019080

Confidential-

JA014026
012759
DISH-Paper-007984

TX 102-013288

If you have any questions please contact me, so we can conclude our research for these consumers' complaints.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

4/8/2009

Krakauer--00019081

Confidential-

JA014027
012760
DISH-Paper-007985

TX 102-013289

Snyder, Serena

From: Snyder, Serena
Sent: Friday, March 27, 2009 4:02 PM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Vendor Inquiries; Rukas, Terrence
Subject: Satellite Systems Network - TCPA Violation Fowler F P RFL
Importance: High
Attachments: Fowler 03 27 09.TIF

Notice of Alleged Complaint "Do Not Call" Violation

To Mr. Tehranchi,

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@echostar.com.

If you have any questions, please contact me.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

3/27/2009

Krakauer--00019082

Confidential-

JA014028
012761
DISH-Paper-007986

TX 102-013290

Snyder, Serena

From: Snyder, Serena
Sent: Thursday, November 20, 2008 4:03 PM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Taber, Chris; Vendor Inquiries
Subject: SSN- TCPA Allegation Schoolar
Importance: High
Attachments: Schoolar 11 20 08.TIF

Notice of Allegation - Telephone Consumer Protection Act (TCPA)

To Mr. Tehranchi:

A fax of the Notice of Alleged Complaint TCPA was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@echostar.com.

If you have any questions, please contact me.

Thank you,
Serena Snyder
Retail Services Compliance
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

11/20/2008

Krakauer--00019083

Confidential-

JA014029
012762
DISH-Paper-007987

TX 102-013291



November 20, 2008

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

Re: Notice of Allegation - Telephone Consumer Protection Act (TCPA)

Dear Mr. Tehranchi:

Please be advised that on October 14, 2008 a complaint was filed against DISH Network® L.L.C. by Ms. Angela Schoolar alleging that she received frequent, persistent calls to her home number of 512-301-6838 with a caller identification of 800-375-8211. When this number was called a representative named Louie identified Satellite Systems Network located out of Irvine, CA. Please immediately insure that this phone number has been added to your internal DNC registry. Ms. Schoolar believes these attempts to contact her are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 512-301-6838

This information should be forwarded to:

DISH Network L.L.C.
Retail Services – Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. DISH Network L.L.C. hereby requests that Satellite Systems Network defends and indemnifies DISH Network from and against any and all costs that DISH Network incurs therein.

10/20/2008 10:00 AM

10/20/2008 10:00 AM

10/20/2008 10:00 AM

Krakauer--00019084

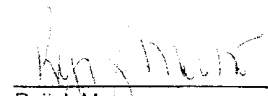
Confidential-

JA014030
012763
DISH-Paper-007988

TX 102-013292

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

Thank you for your attention to this matter.



Reji J. Musso
Compliance Manager
Retail Services

cc: Emily Pastorius

DISH NETWORK

RECEIVED

DISH NETWORK

Krakauer--00019085

Confidential-

JA014031
012764
DISH-Paper-007989

TX 102-013293

Musso, Reji

Satellite System
Network

From: Musso, Reji
Sent: Thursday, June 21, 2007 12:09 PM
To: 'alex@yourdish.tv'
Cc: Mills, Mike
Attachments: Call Monitoring doc 06 21 07.TIF

Alex, you should have received this fax in an earlier communication in February. I hope that you will review the document and then give me a call to discuss.

I have heard from the Field Sales team that you have been reluctant to allow us access to your customer service/call center. If that is the case, I would certainly welcome an opportunity to discuss your reservations and work on a resolution.

If there is someone else that I should speak to regarding this requirement, please let me know.

I will appreciate your cooperation and participation in this highly visible project.

Regards,

Reji J. Musso (Ms)

Compliance Manager
Retail Services
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
303.723.3262 (tel)
720.514.8288 (fax)

6/28/2007

Krakauer--00019086

Confidential-

JA014032
012765
DISH-Paper-007990

TX 102-013294



Satellite Systems
Network

Retail Services
9601 S. Meridian Boulevard
Englewood, CO 80112

February 20, 2007

Alex Tehranchi
Satellite Systems Network
135 Columbia
Aliso Viejo, CA 92656

VIA FACSIMILE: 949-643-7173
VIA E-MAIL: alex@yourdish.tv

Re: Call Monitoring

Dear Alex Tehranchi:

Thank you to everyone who has participated in our call monitoring initiatives. In our joint effort to provide a world class customer experience, we are expanding this program to include all of our partners.

Our objective has been to utilize various methods for gathering quality assurance information relative to sales and customer service delivery.

- Live/On-Site – can be done with an Echostar representative in your location(s).
- Live/Remote – can be done if we have the ability to monitor your switch
- Recorded/Remote – you can provide us a predetermined # of calls that our QA resources can review
- Recorded/On-Site – in conjunction with our visit, we can assist your QA teams in reviewing previously recorded calls; these are also helpful as needed in customer service research.

It is our intention to use any or all of these methods to engage with you to provide feedback on opportunities for quality improvement to meet expectations for sharing accurate and complete information on disclosures and to ultimately reduce churn.

Beginning February 15, 2007 and through the month of March, you will be contacted by the local Field Sales Development Representative (FSDR) to arrange a time for the initial on-site monitoring visit. Subsequent visits will occur bi-weekly.

Echostar expects your support and cooperation with the implementation and facilitation of these new initiatives.

Sincerely,

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

Copies to: Erik Carlson
Brian Neylon
James Jacobsen
Julie Riddell
Mike Mills
Jennifer Koutny
Esmaralda Barela
Reji Musso

TAT

Krakauer-00019087

Confidential-

JA01403307
012766
DISH-Paper-007991

TX 102-013295

Musso, Reji

Satellite Sys Network

From: Oberbillig, Mike
Sent: Wednesday, May 16, 2007 1:56 PM
To: Musso, Reji
Cc: Mills, Mike
Subject: RE: Teranchi call - Thursday

1 PM PT, 2 PM MT

Please set it up in outlook. Call me and we can conf in Alex on his cellular (949) 433-5010

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

From: Musso, Reji
Sent: Tuesday, May 15, 2007 10:40 AM
To: Oberbillig, Mike
Cc: Haman, Galen; Hopkins, Cathy
Subject: RE: Teranchi call

We have a lot of options on Thursday - at least at this moment in time...

All in MDT

8:30 - 10:00
1:30 - 2:30
3:30 - 5:00

Let me know - and thanks.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)

Musso, Reji

Sat Sys Network

From: Oberbillig, Mike
Sent: Thursday, May 10, 2007 4:00 PM
To: Neylon, Brian; Mills, Mike; Musso, Reji
Cc: Fielding, Bobby
Subject: RE: Teranchi

I have not, and have not been provided any details. I was aware of a garnishment issue,(\$15k) that was taken from their funds this week for Nathaniel Burdge, which Bruce Werner had spoken with Alex about.

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

From: Neylon, Brian
Sent: Thursday, May 10, 2007 1:57 PM
To: Oberbillig, Mike; Mills, Mike; Musso, Reji
Subject: Teranchi

Mike O

Have you talked to alex regarding the spafford case. What are we doing here?
Sent From My Wireless Handheld

Musso, Reji

From: Oberbillig, Mike
Sent: Thursday, May 10, 2007 4:00 PM
To: Neylon, Brian; Mills, Mike; Musso, Reji
Cc: Fielding, Bobby
Subject: RE: Teranchi

I have not, and have not been provided any details. I was aware of a garnishment issue,(\$15k) that was taken from their funds this week for Nathaniel Burdge, which Bruce Werner had spoken with Alex about.

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

From: Neylon, Brian
Sent: Thursday, May 10, 2007 1:57 PM
To: Oberbillig, Mike; Mills, Mike; Musso, Reji
Subject: Teranchi

Mike O

Have you talked to alex regarding the spafford case. What are we doing here?
Sent From My Wireless Handheld

Musso, Reji

From: Origer, Robb
Sent: Thursday, February 15, 2007 5:50 PM
To: Musso, Reji
Subject: RE: Satellite Systems Network

ok

From: Musso, Reji
Sent: Thursday, February 15, 2007 12:56 PM
To: Origer, Robb
Subject: RE: Satellite Systems Network

I have gotten only two allegations – Fisher and Mitchell...they include Spafford Lawsuit.

Denise thinks that Bruce provided information on their performance prior to 06 – she said she didn't have anything else.

Brian tells me that they are doing well and going on the incentive trip...so, once again, this is a business decision. I guess we just need to let the attorney know that as far as we know, they have "righted the wrongs".

Reji J. Musso
Manager - Compliance
Retail Services
803.723.3262 (tel)
770.514.8288 (fax)
reji.musso@echostar.com

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From: Origer, Robb
Sent: Thursday, February 15, 2007 7:28 AM
To: Musso, Reji
Subject: Satellite Systems Network

what is the detail on the allegations on this account -

2/16/2007

Krakauer--00019091

Confidential-

JA014037
012770
DISH-Paper-007995

TX 102-013299

Musso, Reji

From: Musso, Reji
Sent: Friday, February 09, 2007 2:01 PM
To: 'Bobby Samini'
Subject: Gregory Fisher

Forgive any confusion. Jeffrey Mitchell and Gregory Fisher have identified Satellite Systems Network.

Thanks, Bobby.

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

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Satellite Systems Network

Musso, Reji

From: Whatton, Michael
Sent: Wednesday, February 07, 2007 3:23 PM
To: Musso, Reji
Subject: RE: Can you id the sales partner for me through E*C?

Finally some success! It is Satellite Systems Network.

Work Order: 45459350700006002
Canceled NC- NEW CONNECT 11/09/2005 PM
TECH: 010431594
5 hours and 20 minutes (32 units)

GREGORYA FISHER 937/681-3224 937/681-3224 7412 BARR CIR DAYTON, OH 45459-3507 Activated: Warranty: DISH Home Protection Plan	Digital Dish - Cincinnati Of MANAGEMENT AREA: 8D CSG ACCOUNT: 825590936686564 RESCHED COUNT: 0 CREATOR OPID: WD7 LAST EVENT: N/A
--	---

WORK ORDER REASON: Digital Home Advantage DIGITAL HOME

STANDARD NOTES:

WORK ORDER NOTES: Sales Partner- SATELLITE SYSTEMS NETWORK. -- SSYS029 -
WEB DHA SALE

DISPATCHER NOTES: N/A

Service Activities	Hardware Required
DISH 1000 Installation	DISH 1000
Standard Installation (1 and 1)	Use applicable components for
SuperDISH Install	SuperDISH Kit
105° SuperDISH	
Additional Tuner Hookup	
	DH 625 System

AA ... ACTIVATION T(... Standard Video Installation *C ... SuperDISH Kit (video) T\$... DH 522/625 P RCVR *F ... SuperDISH Install (video) 4W ... 2nd Tuner Install Y~ ... DISH 1000 Install .D ... DHA COMMIT	?? ... SALES PARTNER {7 ... 105° Services }{ ... Retail DHA }} ... DHPP WARRNTY K: ... DHA 18 Y: ... 129° Services #X ... DMA DAYTN OH AC ... TOP 200	CU ... FXCINCINN D0 ... HBO D1 ... CINEMAX D2 ... SHOWTIME K> ... HB SH MX JW ... 1ST MNTH
--	--	---

CUSTOMER EQUIPMENT: No Equipment In System

DISH 1000 Installation Required - Use DISH 1000 antenna and applicable components.
105 SuperDISH installation required
Account holder must sign the DHA Agreement. The Additional Services section be complete prior to the customer signing the agreement.

*****SAFETY RULES ARE YOUR BEST TOOLS*****

+++ Account can be activated via the IVR: 888-233-3474; call using the cell phone whenever possible; IVR will auto route; follow the activation prompt

Thank you,
Michael Whatton
Key Accounts Field Support
720.514.6173
303.252.6994 (fax)
Email: <mailto:michael.whatton@echostar.com>

From: Musso, Reji
Sent: Wednesday, February 07, 2007 11:48 AM
To: Whatton, Michael
Subject: Can you id the sales partner for me through E*C?

8255909366865647

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

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Musso, Reji

From: Musso, Reji
Sent: Wednesday, January 17, 2007 11:35 AM
To: 'alex@yourdish.tv'
Subject: Satellite Systems Network_L2_Mitchell_1.17.06.doc

Attachments: Satellite Systems Network_L2_Mitchell_1.17.06.doc



Satellite Systems
Network_L2_M...

A signed copy of this letter will be faxed to 949-643-7173 today. While this complaint is "dated," we will still appreciate the favor of a reply.

Thank you for your time.

Reji J. Musso

Executive Communications
Manager - Compliance
Rejal, S.A. Inc.
9601 S. Warden Blvd.
Englewood, CO 80112
317.703.3160 (tel.)

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Musso, Reji

From: Bobby Samini [bsamini@alsalaw.com]
Sent: Friday, January 12, 2007 1:31 PM
To: Musso, Reji
Subject: SSN.100 / Fisher Complaint
Attachments: IMDB1_12668_2.PDF

Mr. Musso:

We represent Satellite Systems Network, LLC. Attached is our correspondence which was sent to you by U.S. Mail earlier this week.

Bobby Samini | Allenbaugh | Samini LLP
1201 Dove Street, Suite 400 | Newport Beach, California 92660
Tel: (949) 724.0900 | Fax: (949) 724.0901
Email: bsamini@alsalaw.com | Website: www.alsalaw.com

| Newport Beach | GuanZhou |

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution or duplication of this transmission by someone other than the intended addressee or his, her or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify this firm immediately by reply to this transmission.

1/31/2007

Krakauer--00019096

Confidential-

JA014042
012775
DISH-Paper-008000

TX 102-013304

Musso, Reji

Sent: Wednesday, January 03, 2007 2:42 PM
To: Central File Request
Cc: Musso, Reji
Subject: Satellite Systems Network

Additional Information: Once again, this info is being requested on behalf of legal and as a result of a government inquiry. Thanks.

AP: 133868
AR: 821970
Contact Found: 0
Contact Info: 0
Contact Info Founf: 0
Contact Information: 0
Contract: -1
Contract Information: 0
EFT: -1
EFT Found: 0
Entire File: -1
Notes1: Everything we have.
Other: 0
Other (Specify Below): 0
Other1: 0
Requestor Dept: Retail Services
Requestor Name: Reji Musso
Retailer Applications: -1
Retailer Applications Found: 0
Retailer or Vendor: Retailer
Structure: -1
Structure Found: 0
W-9: -1
W-9 Found: 0

Thank you,

Monique Chavez
Echostar
Central Setup
720.514.6077
Monique.Chavez@Echostar.com

Musso, Reji

From: Dufault, Ron
Sent: Thursday, September 21, 2006 12:41 PM
To: Vallejos, Lisa
Cc: Musso, Reji
Subject: RE: Your Free Dish
Attachments: \$25,500 fine ordered against Vitana in 2004.doc; Consumer complaint with rebuttal by DTV saying they termed the retailer.doc

Yes, I just cracked it.

It is SATELLITE SYSTEMS NETWORK OE# 821970

Owner is ALEX TEHRANCHI

They were fined \$25,500.00 by North Carolina in 2004 for TCPA violations.

I've attached a couple documents for your reading pleasure.

THANKS

Ron Dufault
Retail Services
EchoStar Satellite L.L.C.
303-723-3244

Important Notice: 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: Vallejos, Lisa
Sent: Thursday, September 21, 2006 11:13 AM
To: Dufault, Ron
Subject: FW: Your Free Dish

Hey Ron,

Did you have any luck finding who the retailer is tied to the website listed below?

Reji asked you about it yesterday.

Thank You,
Lisa Vallejos
DISH Network
Retail Services - Risk Management

The contents of this electronic message and any attachments are intended only for the addressee

1/31/2007

Krakauer--00019098

Confidential

JA014044
012777
DISH-Paper-008002

TX 102-013306

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: Musso, Reji
Sent: Thursday, September 21, 2006 11:12 AM
To: Vallejos, Lisa
Subject: RE: Your Free Dish

I saw this yesterday – I think Ron was going to try to find the owner.

Reji J. Musso

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

From: Vallejos, Lisa
Sent: Thursday, September 21, 2006 10:28 AM
To: Musso, Reji
Subject: Your Free Dish

Here is the website that I think Ron was looking into.
It is supposed to have the actual retailer name on it but this one does not.

<http://www.yourfreedish.tv>

Thank You,
Lisa Vallejos
DISH Network
Retail Services - Risk Management

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.

1/31/2007

Krakauer--00019099

Confidential-

JA014045
012778
DISH-Paper-008003

TX 102-013307

Snyder, Serena

From: Snyder, Serena
Sent: Thursday, May 28, 2009 2:29 PM
To: 'sophie@Yourdish.tv'
Cc: Musso, Reji; Vendor Inquiries; Rukas, Terrence; 'alex@yourdish.tv'
Subject: Satellite Systems Network - Krakauer DNC National 09 07 03
Importance: High
Attachments: Krakauer 05 28 09.TIF

Notice of Alleged Complaint "Do Not Call" Violation

To Ms. Tehranchi,

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@dishnetwork.com.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com
Please Note New Email Address

5/28/2009

Krakauer--00019100

Confidential-

JA014046
012779
DISH-Paper-008004

TX 102-013308



May 27, 2009

Mr. Alex Tehranchi
Mrs. Sophie Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

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

Dear Mr. and Mrs. Tehranchi:

Please be advised that on May 19, 2008 a complaint was filed against DISH Network® L.L.C. by Mr. Thomas Krakauer alleging that he received harassing calls to his home number of 919-471-9459 which has been on the National DNC list since September 7, 2003 from the caller identification of 800-375-8211. This number has been identified as belonging to Satellite Systems Network. Please immediately insure that this phone number has been added to your internal DNC registry. Mr. Krakauer believes these attempts to contact him are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 919-471-9459
- Caller id used to make outbound phone calls


This information should be forwarded to:

DISH Network L.L.C.
Retail Services — Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. DISH Network L.L.C. hereby requests that Satellite Systems Network defends and indemnifies DISH Network from and against any and all costs that DISH Network incurs therein.

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

Thank you for your attention to this matter.



Reji J. Musso
Compliance Manager
Retail Services

cc: Emily Pastorius

DISH Network® L.L.C.

9601 Meridian Blvd.

Englewood, CO 80112

Krakauer--00019101

Confidential-

JA014047
012780
DISH-Paper-008005

TX 102-013309



March 27, 2009

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

Re: Notice of Allegation - Telephone Consumer Protection Act (TCPA)

Dear Mr. Tehranchi:

Please be advised that on March 10, 2008 a complaint was filed against DISH Network® L.L.C. by Ms. Kitty Fowler alleging that she received frequent, persistent calls and was released from the line when she requested the identity of the company or to be removed from your calling list and to be added to your internal DNC list. These calls were made to her home number of 530-675-2230 with a caller identification of 800-375-8211. When this number was called a representative identified Satellite Systems Network located out of Irvine, CA. Please immediately insure that this phone number has been added to your internal DNC registry. Ms. Fowler believes these attempts to contact her are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 530-675-2230
- Caller id used to make outbound phone calls

This information should be forwarded to:

DISH Network L.L.C.
Retail Services – Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

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

DISH Network® L.L.C.

9601 Meridian Blvd.

Englewood, CO 80112

Krakauer--00019102


Confidential-

JA014048
012781
DISH-Paper-008006

TX 102-013310

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

Thank you for your attention to this matter.



Reji J. Musso
Compliance Manager
Retail Services

cc: Emily Pastorius

DISH Network® L.L.C.

9601 Meridian Blvd.

Englewood, CO 80112

Krakauer--00019103

Confidential-

JA014049
012782
DISH-Paper-008007

TX 102-013311



Retail Services
9601 S. Meridian Boulevard
Englewood, CO 80112

February 20, 2007

Alex Tehranchi
Satellite Systems Network
135 Columbia
Aliso Viejo, CA 92656

VIA FACSIMILE: 949-643-7173
VIA E-MAIL: alex@yourdish.tv

Re: Call Monitoring

Dear Alex Tehranchi:

Thank you to everyone who has participated in our call monitoring initiatives. In our joint effort to provide a world class customer experience, we are expanding this program to include all of our partners.

Our objective has been to utilize various methods for gathering quality assurance information relative to sales and customer service delivery.

- Live/On-Site – can be done with an Echostar representative in your location(s).
- Live/Remote – can be done if we have the ability to monitor your switch
- Recorded/Remote – you can provide us a predetermined # of calls that our QA resources can review
- Recorded/On-Site – in conjunction with our visit, we can assist your QA teams in reviewing previously recorded calls; these are also helpful as needed in customer service research.

It is our intention to use any or all of these methods to engage with you to provide feedback on opportunities for quality improvement to meet expectations for sharing accurate and complete information on disclosures and to ultimately reduce churn.

Beginning February 15, 2007 and through the month of March, you will be contacted by the local Field Sales Development Representative (FSDR) to arrange a time for the initial on-site monitoring visit. Subsequent visits will occur bi-weekly.

Echostar expects your support and cooperation with the implementation and facilitation of these new initiatives.

Sincerely,

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

Copies to: Erik Carlson
Brian Neylon
James Jacobsen
Julie Riddell
Mike Mills
Jennifer Koutny
Esmeralda Barela
Reji Musso

Krakauer--00019104

Confidential-

JA014050
012783
DISH-Paper-008008

TX 102-013312

SS Network

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

WRIT OF GARNISHMENT AND
INSTRUCTIONS

Judgment for ☒ Child Support
☐ Other

Civil No. 060910277

Judge Robin W. Reese

The Third District court of the state of Utah to Echostar Satellite, LLC garnishee, at
Corporation Service Company, 2180 South 1300 East #650, Salt Lake City, UT 84106:

1. Under Utah Code Section 78-7-44, the plaintiff should have included with this Writ of
Garnishment a fee to you of \$10. If the fee was not included, sign here and return the forms to the
plaintiff (or plaintiff's attorney)_____

2. A judgment for \$23,275 has been entered against the defendant, and the defendant still
owes \$23,275. Papers filed with the court show that you may possess or control some of the
defendant's property. (Property includes real and personal property. Property includes money.

J:\Civil\102-013313\JEFF-Jack Network\Chairs\judgment writ SS Nyspe
Date: 11/15 Nov 2007

Krakauer--00019105

Confidential-

JA014051
012784
DISH-Paper-008009

TX 102-013313

including earnings not yet paid.) The property is being garnished (seized) in order to pay the judgment. You are the garnishee, (hold of the property) and you are required to take certain steps to deliver the property or to hold and protect it. You may be held liable if you fail to do so. You should keep for your records a copy of everything that you prepare and everything that is served on you.

3. The judgment debtor is:

Name: Satellite Systems Network, LLC.

Address: Alex Teranchi

131 Columbia, Ste. 101, Aliso Viejo, CA 92656

Social security number (Last 4 digits only, if known): _____

Driver's license number and state of issuance (if known): _____

Date of birth (if known): _____

4. Within 7 business days after this writ is served on you, you must:

(A) answer the attached Interrogatories under oath or affirmation;

(B) file with the clerk of the court your original Answers to the Interrogatories.

(C) serve a copy of your Answers to the Interrogatories on the plaintiff (or plaintiff's attorney);

(D) serve a copy of the following papers on the defendant and on any other person shown by your records to have an interest in the property. The papers to be served are:

- one copy of this Writ of Garnishment;
- one copy of your Answers to the Interrogatories;
- one copy of the Notice of Garnishment and Exemptions form; and
- two copies of the Reply and Request for Hearing form.

1. C:\GUT\AMH\BRI - Jiffy Disk Network\Others\garnish\writ\SSN\SSN.swp
Page 2 of 5, November 22, 2007

Krakauer--00019106

Confidential-

JA014052
012785
DISH-Paper-008010

TX 102-013314

5. You may serve the court, the plaintiff (or plaintiff's attorney), the defendant and any other person by hand delivery or by first class mail. The address of the clerk of court and plaintiff (or plaintiff's attorney) are at the top of the first page of this writ.

6. There are two sets of Answers to the Interrogatory forms: one for the initial pay period and one for subsequent pay periods.

(A) If the defendant's earnings are the same for every pay period, you may copy your answers for the initial pay period and re-submit them for subsequent pay periods.

(B) If the defendant's earnings change from one pay period to the next. You may use the Answers to Interrogatories for Subsequent Pay Period form, which is shorter than the first. If you have been served with only one copy of the Answers to Interrogatories for Subsequent Pay Periods form, you should make additional blank copies before completing it.

(C) If you are an employer who is garnishing earnings, the Utah courts have prepared an interactive worksheet that will calculate the amount to be withheld and prepare an Answers to the Interrogatories from ready for filing. To use the worksheet, go to the Utah courts' web at www.utcourts.gov. Follow the links to Resources/Court Forms/Garnishment Forms/Employer's Answers to Interrogatories.

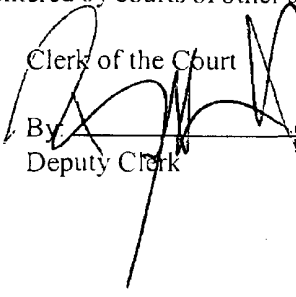
7. This Writ of Garnishment is effective for 120 calendar days after the date on which it was served on you or 120 calendar days after the date of expiration of and earlier writ, whichever is late. Within 7 business days after the close of each pay period occurring within that time, you are required to:

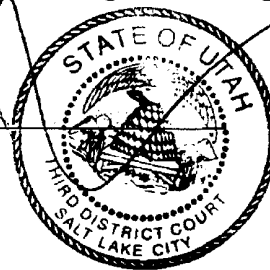
(A) answer the attached Interrogatories under oath or affirmation;

of the Department of Workforce Services takes precedence over other writs and must be satisfied first. Also, a Writ of Garnishment in favor of the Office of Recovery Services or the Department of Workforce Services continues indefinitely until fully satisfied, placing earlier writs on hold. These instructions do not apply to writs or orders entered by courts of other states or government agencies.

Date: 11/28/07

Clerk of the Court

By 
Deputy Clerk



David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,
Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

WRIT OF GARNISHMENT AND
INSTRUCTIONS

Judgment for ☐ Child Support
☒ Other

Civil No. 060910277

Judge Robin W. Reese

The Third District court of the state of Utah to Echostar Satellite, LLC, garnishee, at
Corporation Service Company, 2180 South 1300 East #650, Salt Lake City, UT 84106:

1. Under Utah Code Section 78-7-44, the plaintiff should have included with this Writ of
Garnishment a fee to you of \$10. If the fee was not included, sign here and return the forms to the
plaintiff (or plaintiff's attorney)_____

2. A judgment for \$23,275 has been entered against the defendant, and the defendant still
owes \$23,275. Papers filed with the court show that you may possess or control some of the
defendant's property. (Property includes real and personal property. Property includes money,

J:\CIVIL\CPA-Mitchell\JEFFrey_Patrick\Chloro_garnishment\WRITBCH.rpt
Page 1 of 5, November 16, 2007

Krakauer--00019110

Confidential-

JA014056
012789
DISH-Paper-008014

TX 102-013318

including earnings not yet paid.) The property is being garnished (seized) in order to pay the judgment. You are the garnishee, (hold of the property) and you are required to take certain steps to deliver the property or to hold and protect it. You may be held liable if you fail to do so. You should keep for your records a copy of everything that you prepare and everything that is served on you.

3. The judgment debtor is:

Name: Satellite Systems Network, LLC.

Address: Alex Teranchi

131 Columbia, Ste. 101, Aliso Viejo, CA 92656

Social security number (Last 4 digits only, if known): N/A

Driver's license number and state of issuance (if known): N/A

Date of birth (if known): N/A

4. Within 7 business days after this writ is served on you, you must:

(A) answer the attached Interrogatories under oath or affirmation;

(B) file with the clerk of the court your original Answers to the Interrogatories.

(C) serve a copy of your Answers to the Interrogatories on the plaintiff (or plaintiff's attorney);

(D) serve a copy of the following papers on the defendant and on any other person shown by your records to have an interest in the property. The papers to be served are:

- one copy of this Writ of Garnishment;
- one copy of your Answers to the Interrogatories;
- one copy of the Notice of Garnishment and Exemptions form; and
- two copies of the Reply and Request for Hearing form.

5. You may serve the court, the plaintiff (or plaintiff's attorney), the defendant and any other person by hand delivery or by first class mail. The address of the clerk of court and plaintiff (or plaintiff's attorney) are at the top of the first page of this writ.

6. There are two sets of Answers to the Interrogatory forms: one for the initial pay period and one for subsequent pay periods.

(A) If the defendant's earnings are the same for every pay period, you may copy your answers for the initial pay period and re-submit them for subsequent pay periods.

(B) If the defendant's earnings change from one pay period to the next. You may use the Answers to Interrogatories for Subsequent Pay Period form, which is shorter than the first. If you have been served with only one copy of the Answers to Interrogatories for Subsequent Pay Periods form, you should make additional blank copies before completing it.

(C) If you are an employer who is garnishing earnings, the Utah courts have prepared an interactive worksheet that will calculate the amount to be withheld and prepare an Answers to the Interrogatories form ready for filing. To use the worksheet, go to the Utah courts' web at www.utcourts.gov. Follow the links to Resources/Court Forms/Garnishment Forms/Employer's Answers to Interrogatories.

7. This Writ of Garnishment is effective for 120 calendar days after the date on which it was served on you or 120 calendar days after the date of expiration of and earlier writ, whichever is later. Within 7 business days after the close of each pay period occurring within that time, you are required to:

(A) answer the attached Interrogatories under oath or affirmation;

(B) serve a copy of your Answers to the Interrogatories on the Plaintiff (or plaintiff's attorney); the defendant and on any other person shown by your records to have an interest in the property; and

(C) file with the clerk of the court your original Answers to the Interrogatories.

8. What to do with the property for the initial and subsequent pay periods:

(A) You must withhold from the defendant the amount shown in your Answers to the Interrogatories. You must hold the property for 20 calendar days after you serve the defendant.

(B) If you do not receive a Reply and Request for Hearing within 20 days after serving the defendant, you must deliver the property to the plaintiff (or plaintiff's attorney). You are then relieved from any liability unless your answers are incorrect. DO NOT SEND THE MONEY TO THE COURT.

(C) If you do receive a Reply and Request for Hearing, you must hold the property until you receive further orders from the court directing you how to proceed.

9. If you fail to take these steps, the court may hold you liable for the value of the property you should have withheld.

10. You may deliver to the defendant in the normal course any property greater than you are required to withhold.

11. You may be served with more than one Writ of Garnishment for the same defendant, but only one Writ of Garnishment may be in effect at one time. You must satisfy the writs in the order in which they are served. When an earlier Writ of Garnishment expires or is satisfied, you must then satisfy the next writ. However, a Writ of Garnishment in favor of the Office of Recovery Services

of the Department of Workforce Services takes precedence over other writs and must be satisfied first. Also, a Writ of Garnishment in favor of the Office of Recovery Services or the Department of Workforce Services continues indefinitely until fully satisfied, placing earlier writs on hold. These instructions do not apply to writs or orders entered by courts of other states or government agencies.

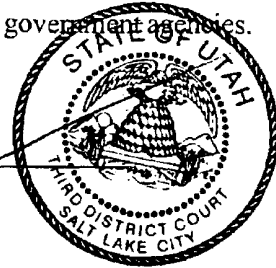
Date:

11/28/07

Clerk of the Court

By:

Deputy Clerk



David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL , an individual, Plaintiff, vs. Echostar Satellite, LLC, Satellite Systems Network, LLC, et. al Defendants.	GARNISHEE'S ANSWERS TO INTERROGATORIES FOR PROPERTY OTHER THAN EARNINGS Civil No. 060910277 Judge Robin W. Reese
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Write your answers in the spaces provided. Attach additional sheets, if necessary.

- Do you possess or control any property in which defendant has an interest? (Property includes real and personal property, including money.)
ANSWER: Yes _____ No _____
- If yes, explain in the table below.
ANSWER:

Description of the property	Nature of defendant's interest in the property	The property is due to the defendant on: (date)	Value of defendant's interest in the property

Total*	
--------	--

(*Unless you deduct an amount under paragraph (3), this total is the amount you must withhold from the defendant. You should handle the property as directed in the Writ of Garnishment.)

3. You may deduct from the amount to be withheld money owed to you by the defendant or the plaintiff, if the amount is not disputed. If you make this deduction, state the amount deducted and the name of the person indebted to you.

ANSWER: Amount deducted: \$_____

Person indebted to you: _____

4. Do you know about any of the defendant's other property or other debts to defendant?

ANSWER: Yes_____ No_____

5. If yes, explain in the table below.

ANSWER:

Description of property	Name and address of person with possession	Nature and value of defendant's interest

6. I served a copy of these Answers to Interrogatories on the **plaintiff** (or plaintiff's attorney) by:

☐ first class mail

☐ by hand delivery

to (address) _____

on (date) _____

7. I served a copy of the Writ of Garnishment, these Answers to Interrogatories, Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing form on the **defendant** by:

☐ first class mail

☐ by hand delivery

to (address) _____

on (date) _____

8. I served a copy of the Writ of Garnishment, these Answers to Interrogatories, Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing

form upon the following persons other than the defendant shown by my records to have an interest in the property by:

☐ first class mail

☐ by hand delivery

to (name) _____.

to (address) _____.

on (date) _____.

9. I swear or affirm that the above statements are true to the best of my information and belief.

Printed Name

Signature of the

☐ garnishee

☐ garnishee's authorized agent

NOTARY CLAUSE

_____ is personally known to me or presented satisfactory proof of identity to me. After being sworn and while under oath, _____ stated that he or she was acting voluntary, had read and understood the preceding document, and that the contents were true. _____ then signed the document in my presence.

Signed on _____, 200__.

(Notary Seal)

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

**REPLY AND REQUEST
FOR HEARING**

Civil No. 060910277

Judge Robin W. Reese

1. I have read the Notice of Garnishment and Exemptions form.
2. I request that this matter be scheduled for a hearing.
3. Funds in my account were garnished. Yes _____ No _____
If you answered yes, answer (A) through (E) if they apply.

(A) The Writ of Garnishment was issued improperly because:

(B) The Answers to Interrogatories are inaccurate because:

(C) All [or this part: \$ _____] of the funds in my account are exempt
because they are:

- ☐ Social Security Benefits
☐ Supplemental Security Income (SSI)

Case 1:07-cv-00018-JAB Document 1-1 Filed 11/26/07 Page 1 of 1

Krakauer--00019118

Confidential-

JA014064
012797
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TX 102-013326

- ☐ Veterans' Benefits
- ☐ Unemployment Benefits
- ☐ Worker's Compensation Benefits
- ☐ Public Assistance (Welfare)
- ☐ Alimony or Child Support
- ☐ Pensions
- ☐ Wages or Other Earnings From Personal Services
- ☐ Owned by Another Person
- ☐ Other (Describe) _____

(D) The judgment creditor owes me money because:

(E) I claim ownership of all or part of the money or property taken, and I am not one of the persons against whom a judgment was entered. (Explain)

4. My wages were garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my wages are exempt from garnishment because:

(D) The judgment creditor owes me money because:

1. Give CCPA Manual, do this Network. Do not give this training to anyone else.
Page 2 of 4, November 26, 2007

Krakauer--00019119

Confidential-

JA014065
012798
DISH-Paper-008023

TX 102-013327

5. My property was garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my property is exempt from garnishment because the property is:

- ☐ A motor vehicle used in my trade or business
- ☐ Tools of my trade
- ☐ Furnishings, appliances, musical instruments, or heirlooms
- ☐ Owned by another person
- ☐ Only partly owned by me
- ☐ Owned by me, but I am not the judgment debtor
- ☐ Other (Explain) _____

(D) The judgment creditor owes me money because:

6. I have attached copies of the documents that support my claims. Yes ____ No ____
7. I served this Reply and Request for Hearing on the plaintiff (or plaintiff's attorney) by:

☐ first class mail
☐ by hand delivery
to (address) _____
on (date) _____

8. I have served a copy of this Reply and Request for Hearing on the garnishee by:

☐ first class mail
☐ by hand delivery
to (address) _____
on (date) _____

9. The statements made in this reply are true to the best of my information and belief.

Date: _____

Printed Name _____

Signature _____

Address:

Telephone No: _____

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

REPLY AND REQUEST
FOR HEARING

Civil No. 060910277

Judge Robin W. Reese

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2. I request that this matter be scheduled for a hearing.
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(A) The Writ of Garnishment was issued improperly because:

(B) The Answers to Interrogatories are inaccurate because:

(C) All [or this part: \$ _____] of the funds in my account are exempt
because they are:

- ☐ Social Security Benefits
☐ Supplemental Security Income (SSI)

- ☐ Veterans' Benefits
- ☐ Unemployment Benefits
- ☐ Worker's Compensation Benefits
- ☐ Public Assistance (Welfare)
- ☐ Alimony or Child Support
- ☐ Pensions
- ☐ Wages or Other Earnings From Personal Services
- ☐ Owned by Another Person
- ☐ Other (Describe) _____

(D) The judgment creditor owes me money because:

(E) I claim ownership of all or part of the money or property taken, and I am not one of the persons against whom a judgment was entered. (Explain)

4. My wages were garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my wages are exempt from garnishment because:

(D) The judgment creditor owes me money because:

5. My property was garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my property is exempt from garnishment because the property is:

- ☐ A motor vehicle used in my trade or business
- ☐ Tools of my trade
- ☐ Furnishings, appliances, musical instruments, or heirlooms
- ☐ Owned by another person
- ☐ Only partly owned by me
- ☐ Owned by me, but I am not the judgment debtor
- ☐ Other (Explain) _____

(D) The judgment creditor owes me money because:

6. I have attached copies of the documents that support my claims. Yes ____ No ____
7. I served this Reply and Request for Hearing on the plaintiff (or plaintiff's attorney) by:

☐ first class mail
☐ by hand delivery
to (address) _____
on (date) _____

8. I have served a copy of this Reply and Request for Hearing on the garnishee by:

☐ first class mail
☐ by hand delivery
to (address) _____
on (date) _____

9. The statements made in this reply are true to the best of my information and belief.

Date: _____

Printed Name _____

Signature

Address:

Telephone No: _____

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

APPLICATION FOR
GARNISHMENT

Civil No. 060910277

Judge Robin W. Reese

1. I am the attorney for plaintiff.

2. I request that a

☒ Writ of Garnishment

☐ Writ of Continuing Garnishment

☐ Writ of Continuing Garnishment for child support

be issued and served upon each of the garnishees named below, along with an Answers to Interrogatories form, Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing form.

3. The total judgment is for \$23,275 of which \$23,275 is due.

4. The judgment debtor is:

Name: Satellite Systems Network, LLC.

P:\Cord\TCPA\delia.pdf, Jeff Dobb Network Others garnishment app SSN word
Page 1 of 3, November 15, 2017

Krakauer--00019126

Confidential

JA014072
012805
DISH-Paper-008030

TX 102-013334

Address: 131 Columbia Ste. 101, Aliso Viejo, CA 92656

Social security number (Last 4 digits only, if known):

Driver's license number and state of issuance (if known):

Date of Birth (if known):

5. I believe that the following persons hold property of the judgment debtor.

Name, address, phone number of person holding property	Description of property (including location and account number)	Estimated value of property	Is the property earnings?
Echostar Satellite, LLC Corporation Service Company 2180 S. 1300 E.	Any monies due to debtor from Echostar	<i>Unknown</i>	<i>No</i>

6. I believe that the following person may claim an interest in the property, (Include name, address, and phone number) and I request that the Writ of Garnishment be served upon each, along with a Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing form:

Name of person claiming property interest	Address	Phone Number

7. ☐ I have attached to this application

☒ I will attach before serving the garnishee

the garnishee fee established by Utah Code Section 78-7-44.

David Blum
Printed Name

[Signature]
Signature of the attorney for plaintiff

A		ZIONS FIRST NATIONAL BANK Broadway Office 310 South Main Salt Lake City, Utah 84101		2995 31-5/1240 3	
DAVID C. BLUM, P.C. ATTORNEY AT LAW 10 WEST 100 SOUTH SUITE 425 SALT LAKE CITY, UT 84101 801-238-6500		5/99		12/11/2007	
PAY TO THE ORDER OF		Echostar Satellite LLC		**10.00	
Ten and 00/100*****		DOLLARS			
MEMO		SSN garnishment			
1100299511		11240000541		00315731011	
DAVID C. BLUM, P.C. Echostar Satellite LLC		ATTORNEY AT LAW		2995	
SSN garnishment fee		12/11/2007		10.00	
Business Account		SSN garnishment		10.00	

REGISTERED MAIL



7003 2260 0003 2433 0692

Return Receipt Requested

First Class Mail

From:

David C. Blum
CRIPPEN & CLINE, L.C.
10 West 100 South, Suite 425
Salt Lake City, Utah 84101

TO:

Corporation Service Company
Registered Agent for Echostar Satellite, LLC.
2180 South 1300 East, Suite 650
Salt Lake City, UT 84106

Confidential-I

JA014076
012809
DISH-Paper-008034

TX 102-013338



COPY

Retail Services
9601 S. Meridian Blvd.
Englewood, Colorado 80112

November 7, 2007

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Drive
Irvine, CA 92618

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

Dear Mr. Tehranchi:

Please be advised that a complaint has been filed by Ms. Jeanette Payne, a consumer, against EchoStar Satellite L.L.C. ("DISH Network"). Ms. Payne is alleging that she had received a call to her home phone number of 317-845-8854 with a caller identification of 800-338-3409. The call was made on September 21, 2006 from a sales representative named Justin Blake. Ms. Payne believes this attempt to contact to be in violation of Telecommunications Consumer Protection Act regulations.

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

Within five (5) days of receipt of this letter please provide EchoStar Legal Department the specifics of this allegation and any and all corrective measures implemented for the purpose of eliminating this type of consumer interaction. Also provide proof of your compliance with all outbound telemarketing laws, including, but not limited to your Do Not Call Policy, Proof of Do Not Call Registrations, a list of Affiliate Companies with contact information and Outbound Telemarketing Scripts and Caller Identification Numbers for you and your affiliates. This information should be forwarded to:

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

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

Page 1 of 2

Krakauer--00019131

Confidential

JA014077
012810
DISH-Paper-008035

TX 102-013339

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

Thank you for your attention to this matter.



Robb Origer
Vice President
Retail Services
EchoStar Satellite L.L.C.

cc: Emily Pastorius



COPY

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

January 17, 2007

Via Facsimile: 949-643-7173

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Drive
Irvine, CA 92618

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

Dear Mr. Tehranchi:

Please be advised that a complaint has been filed by Jeffrey Mitchell, a consumer, against EchoStar Satellite L.L.C. ("DISH Network"). Mr. Mitchell is alleging that he has received frequent and unsolicited calls to his home numbers of 801-224-3754 and 801-224-3764 for the express purpose of selling DISH Network programming and services. Mr. Mitchell has opened the following account, 8255909453231570 (11/7/05), in an effort to positively identify the retailer associated with the alleged violation. Mr. Mitchell believes these events are in violation of Telecommunications Consumer Protection Act regulations.

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

Within five (5) days of receipt of this letter, you must completely and thoroughly address the circumstances surrounding the allegation(s) and furnish information relative to the specific circumstance that has created this issue and the corrective actions that will eliminate recurrences for Satellite Systems Network providing a written explanation and documentation of the same to EchoStar. This information should be forwarded to:

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

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

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

Thank you for your attention to this matter.



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

cc: Dana Steele

Confidential-

Krakauer--00019135

JA014081
012814
DISH-Paper-008039

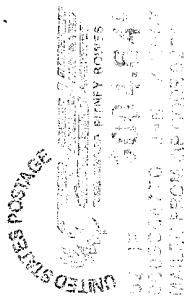
TX 102-013343

SAMINI & ASSOCIATES, APC

1201 Dove St, Suite 400
Newport Beach, California 92660



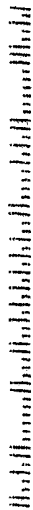
7005 1820 0000 6850 6374



ECHOSTAR COMMUNICATIONS
9601 S. Meridian Boulevard
Englewood, Colorado 80112

Attention: Mr. Reji J. Musso

8011245505 0038



SAMINI & ASSOCIATES, APC
Attorneys at Law

January 9, 2007

VIA U.S. MAIL – CERTIFIED
RETURN RECEIPT REQUESTED

ECHOSTAR COMMUNICATIONS

9601 S. Meridian Boulevard
Englewood, Colorado 80112

Attention: Mr. Reji J. Musso

Re: *Satellite Systems Network/Fisher Complaint*
Your Reference: Unknown
Our Reference: SSN.100

Gentlemen:

We represent Satellite Systems Network, LLC ("SSN"). We are in receipt of your correspondence dated December 28, 2006 wherein you raise certain complaints lodged by Mr. Gregory Fisher against SSN. A copy of your December 28, 2006 correspondence is attached for your reference.

SSN has requested that we investigate the alleged complaint and respond to your correspondence. Upon review of your correspondence, we have verified that Mr. Fisher was a customer of SSN. However, we require information in addition to what has been provided in your correspondence. Accordingly, we request that you contact the undersigned at your earliest convenience so that we may address the matters set forth in your correspondence.

1201 Dove Street, Suite 400, Newport Beach, California 92660
Tel. 949.724.0900 | Fax. 949.724.0901

X 30;

Krakauer--00019136

Confidential-

JA014082
012815
DISH-Paper-008040

TX 102-013344

ECHOSTAR COMMUNICATIONS

Mr. Reji J. Musso

January 9, 2007

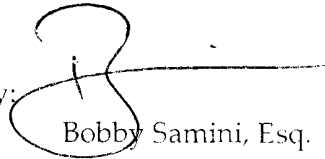
Page 2 of 2

Should you have any comments regarding the foregoing, please contact the undersigned.

Very truly yours,

SAMINI & ASSOCIATES, APC

By:



Bobby Samini, Esq.

BS:

Enclosures

ENCLOSURE

Krakauer--00019137

Confidential-

JA014083
012816
DISH-Paper-008041

TX 102-013345



COPY

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

December 28, 2006

Via Facsimile: 949-643-7173

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Drive
Irvine, CA 92618

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Tehranchi:

The purpose of this letter is to inform you that Mr. Gregory Fisher, a consumer, has filed a complaint against EchoStar Satellite Corporation ("DISH Network") which has been connected to your company through the consumer's investigation. Mr. Fisher has alleged that he has received communication to his telephone numbers, 937-681-3222, 937-312-1448 and 937-681-3224, with a subsequent sale generated on 11/4/05. The calls have been traced to you and are solicitations for DISH Network programs and services. Mr. Fisher believes these events are in violation of Telecommunications Consumer Protection Act regulations.

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

Within five (5) days of receipt of this letter, you must completely and thoroughly address the circumstances surrounding the allegation(s) and furnish information relative to the specific circumstance that has created this issue and the corrective actions that will eliminate recurrences for Satellite Systems Network providing a written explanation and documentation of the same to EchoStar. This information should be forwarded to:

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

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

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

Thank you for your attention to this matter.



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

cc: Dana Steele

SAMINI & ASSOCIATES, APC
Attorneys at Law

January 9, 2007

VIA U.S. MAIL - CERTIFIED
RETURN RECEIPT REQUESTED

ECHOSTAR COMMUNICATIONS

9601 S. Meridian Boulevard
Englewood, Colorado 80112

Attention: Mr. Reji J. Musso

Re: *Satellite Systems Network/Fisher Complaint*
Your Reference: Unknown
Our Reference: SSN.100

Gentlemen:

We represent Satellite Systems Network, LLC ("SSN"). We are in receipt of your correspondence dated December 28, 2006 wherein you raise certain complaints lodged by Mr. Gregory Fisher against SSN. A copy of your December 28, 2006 correspondence is attached for your reference.

SSN has requested that we investigate the alleged complaint and respond to your correspondence. Upon review of your correspondence, we have verified that Mr. Fisher was a customer of SSN. However, we require information in addition to what has been provided in your correspondence. Accordingly, we request that you contact the undersigned at your earliest convenience so that we may address the matters set forth in your correspondence.

1201 Dove Street, Suite 400, Newport Beach, California 92660
Tel 949.724.0900 | Fax 949.724.0901

Krakauer--00019140

Confidential-

JA014086
012819
DISH-Paper-008044

TX 102-013348

ECHOSTAR COMMUNICATIONS

Mr. Reji J. Musso

January 9, 2007

Page 2 of 2

Should you have any comments regarding the foregoing, please contact the undersigned.

Very truly yours,

SAMINI & ASSOCIATES, APC

By: 

Bobby Samini, Esq.

BS:

Enclosures



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

December 28, 2006

Via Facsimile: 949-643-7173

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Drive
Irvine, CA 92618

Re: Notice of Complaint "Do Not Call" Violation

Dear Mr. Tehranchi:

The purpose of this letter is to inform you that Mr. Gregory Fisher, a consumer, has filed a complaint against EchoStar Satellite Corporation ("DISH Network") which has been connected to your company through the consumer's investigation. Mr. Fisher has alleged that he has received communication to his telephone numbers, 937-681-3222, 937-312-1448 and 937-681-3224, with a subsequent sale generated on 11/4/05. The calls have been traced to you and are solicitations for DISH Network programs and services. Mr. Fisher believes these events are in violation of Telecommunications Consumer Protection Act regulations.

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

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

Thank you for your attention to this matter.

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

cc: Dana Steele

7005 1620 0000 6850 6374

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
Postage	\$ 39
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To: ECHOSTAR COMMUNICATIONS ATT. Mr. Regi, Mr. ... Street, Apt. No.: 9601 S. Meridian Boulevard or PO Box No.: City, State, ZIP+4: Englewood, Colorado 80112	
PS Form 3800, June 2002 See Reverse for Instructions	

Krakauer--00019144

Confidential-

JA014090
012823
DISH-Paper-008048

TX 102-013352

December 13, 2006

Mr. Gregory Fisher
7412 Barr Circle
Dayton OH 45459-3507

**Re: DNC Investigation – 8255909366545967 – 8255909366545967 – 8255909367127310 –
8255909367167019 – 8255909367184303 – 8255909367967947 – 8255909367974257 –
8255909367986046 – 8255909368018385 – 8255909368019326 and 8255909690009680**

Dear Mr. Fisher,

Thank you for your call December 13, 2006, regarding a solicitation phone call to your residence.

DISH Network subscribes to a database that allows us to track all of our outbound phone calls. This database also contains National, State and individual company Do Not Call list information. After researching this database, we have determined that DISH Network has not placed a solicitation call to your home.

We have researched our internal Do Not Call logs and enclosed a copy of your records.

Per your request, we have added all three phone numbers you have used to set up your various accounts at DISH Network to our internal Do Not Call List. The numbers we have added are (937) 681-3222, (937) 312-1448 and (937) 681- 3224 along with your name to our DISH Network Do Not Call list for the eleven accounts that you set up and cancelled. This will take effect no later than January 13, 2007 (thirty days from your initial request). After this date, you will not receive any solicitation calls from DISH Network.

DISH Network does not share our company Do Not Call list with retailers, sales partners or any other affiliates. Therefore, based on our investigation – you set up your eleven accounts with various Sales Partners and then called Dish Network directly to cancel the accounts before the installation of services.

Please be aware that we share your concern regarding unwanted calls, and we understand what a nuisance they can be. DISH Network does not condone the practice of making solicitation phone calls to those who have indicated that they do not wish to receive them.

Our policy is to actively seek the identity of solicitors who violate the Telephone Consumer Protection Act (TCPA). If a DISH Network retailer is not in compliance with the TCPA, we will implement a process which includes written documentation and internal sanctions. Based on the attached information it appears that you are setting these accounts up knowingly and willfully with various sales partners. If you receive calls from a solicitor and you do not enter into a business relationship with them, and you ask them to remove your name from their internal Do Not Call List this should eliminate some of the issues.

Additionally, if you continue to receive solicitation calls, we encourage you to add your name to the National and State Do Not Call lists. The number is 888-382-1222 or you can log on to the web site at www.donotcall.gov for the National List. You can call your local state government for information on your state Do Not Call List.

Krakauer--00019145

Confidential-

JA014091
012824
DISH-Paper-008049

TX 102-013353

Please advise me if I can be of any further assistance to you by contacting me at (720) 514-7749.

Sincerely,

Deb Bowman
TCPA Investigations
DISH Network
deborah.bowman@echostar.com

Enclosure

Cc: Timothy Lanoie

Krakauer--00019146

Confidential-

JA014092
012825
DISH-Paper-008050

TX 102-013354

JEFFREY MITCHELL
ACCOUNT INFO

Account #	First Name	Last Name	Date Established	House #	Street	Apt #	City	State	Zip	Tel #	Partner
8255909453231570	JeffreyJ	Mitchell	11/5/2005	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	Satellite Systems Network
8255909453291012	Jeffrey	Mitchell	12/20/2005	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	American Satellite
8255909453335876	Jeff	Mitchell	1/26/2006	1923	N 280 W	1/2	Orem	UT	84057-2130	801-224-3764	United Satellite
8255909453338508	Jeffrey	Mitchell	1/27/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	American Satellite
8255909453351428	JeffreyJ	Mitchell	2/6/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3764	Sterling
8255909453351725	Jeffrey	Mitchell	2/7/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	United Satellite
8255909453359181	Jeffrey	Mitchell	2/13/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	American Satellite
8255909453384973	Jeffrey	Mitchell	3/7/2006	1925	N 280 W		Orem	UT	84057-2130	801-224-3764	Dish Pronto
8255909453418219	JeffreyJ	Mitchell	3/31/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	Marketing Guru
8255909453468768	Jeffery	Mitchell	5/12/2006	1929	N 280 W		Orem	UT	84057-2130	801-224-3754	Brandvein Companies,
8255909453494160	Jeff	Mitchell	6/2/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3764	American Satellite
8255909453508829	JeffreyR	Mitchell	6/12/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3764	American Satellite
8255909453549807	JEFFREYJ	Mitchell	7/13/2006	1923	N 280 W		Orem	UT	84057-2130	801-224-3754	On Site East LLC
8255909453550292	Jeffery	Mitchell	7/14/2006	1923	N 280 W	#1	Orem	UT	84057-2130	801-224-3754	Sterling

#14 - Cancelled through R-Connect - 30 days

Krakauer--00019147

ATTORNEY/CLIENT PRIVILEGE
January 2007

Confidential-

JA014093
012826
DISH-Paper-008051

TX 102-013355



ECHO STAR SATELLITE CORPORATION

Retail Service Audit
9601 S Meridian Blvd.
Englewood, Colorado 80112

CERTIFIED MAIL™



7005 1160 0003 7177 9972

NOT DELIVERABLE
AS ADDRESSED,
UNABLE TO FORWARD

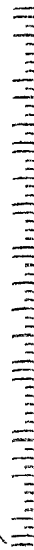
DIRE 135

Alex Tehr
Satellite S
135 Colur
Aliso Vie

927 N1 1 706 C 02 07/23/06 -VD
NOTIFY SENDER OF NEW ADDRESS
: DIRECT SATELLITE NETWORK
9831 IRVING CENTER DR
IRVINE CA 92618-4334

BC: 02618433499 *0420 03509-18-39

02618433499



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alex Tehranchi
Satellite Systems Network
135 Columbia
Aliso Viejo, CA 92656

2. Article Number
(Transfer from service label)

7005 1160 0003 7177 9972

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-MF-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7005 1160 0003 7177 9972

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002	
See Reverse for Instructions	

Krakauer--00019150

Confidential

JA014096
012829
DISH-Paper-008054

TX 102-013358



Retail Services
9601 S. Meridian Blvd.
Englewood, Colorado 80112

7/17/2006

Via US Post Service Certified Mail # 7005 1160 0003 7177 9972

Alex Tehranchi
Satellite Systems Network
135 Columbia
Aliso Viejo, CA 92656

Re: Customer Experience

Dear Alex Tehranchi:

The purpose of this letter is to inform you that DISH Network will be implementing a new program designed to increase the experience of our mutual existing and potential customers' experience.

Effective August 1, 2006 EchoStar will begin monitoring inbound and outbound phone calls from your call center(s). By monitoring calls we will provide feedback to you and your business regarding undiscovered customer issues as well as compliance with your EchoStar retailer agreement.

EchoStar expects your cooperation in promptly providing us with requested information as well as your cooperation in facilitating this process. We will be contacting you shortly to obtain information regarding your call centers and to arrange and schedule the call monitoring.

I look forward to implementing a program that will increase our existing and potential customers' experience.

Thank you in advance for your prompt attention to this matter.


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

Snyder, Serena

From: Vendor Inquiries
Sent: Wednesday, October 15, 2008 2:00 PM
To: Kimble, John; Vendor Inquiries
Cc: Musso, Reji; TCPA
Subject: RE: Record #6186 - Kimble - 8257310011384746 - Schoolar

Based upon the information provided, we are able to identify the retailer.

OE# 821970
Contact Name: ALEX TEHRANCHI
Company: SATELLITE SYSTEMS NETWORK
Address: 9831 IRVINE CENTER DR
IRVINE, CA 92618
Phone: 800-615-0241
E-mail: alex@yourdish.tv

*VM states promotions dept
Louie identified Sat Sys
Located Irvine, CA*

Thank you,
Serena Snyder
Retail Services Compliance
EchoStar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

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

From: Kimble, John
Sent: Tuesday, October 14, 2008 3:37 PM
To: Vendor Inquiries
Cc: TCPA
Subject: Record #6186 - Kimble - 8257310011384746 - Schoolar

When I called 800-375-8211, I reached an automated message not identifying retailer/marketer.

Tracked by: TCPA
Record number:6186

Customer Information:
Name - Angela Schoolar
Phone Number where call was received - 5123016838
Did customer request to be placed on DNC List - Yes

The information obtained from the caller:
Phone Number - 8003758211

DNC List Consumer is on:
None

Nature of the complaint:
-Frequent/Persistent calls - Yes
-Rude behavior - No
-Lewd/Obscene conduct - No
-Harassment, a malicious call pattern - No
-Caller hung up when asked for identity or to be added to DNC - No

10/15/2008

Krakauer--00019152

Confidential-

JA014098
012831
DISH-Paper-008056

TX 102-013360

Jaworski, Patrick

SSN

From: Jaworski, Patrick
Sent: Wednesday, January 02, 2008 11:19 AM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Jaworski, Patrick
Subject: FW: Notice of Alleged Complaint "Do Not Call" Violation - Jeanette Payne
Attachments: Payne_11.7.07.doc

To Mr. Tehranchi:

I have not received a response to this allegation. Please send a response ASAP.

If you have any questions or concerns, please contact me.

Thank you,

Patrick Jaworski
Retail Services Compliance
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5266 (ph)
720-514-8288 (fax)
patrick.jaworski@echostar.com

From: Jaworski, Patrick
Sent: Thursday, December 20, 2007 9:09 AM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Jaworski, Patrick
Subject: FW: Notice of Alleged Complaint "Do Not Call" Violation - Jeanette Payne

To Mr. Tehranchi:

Notice of Alleged Complaint "Do Not Call" Violation was sent on the following date, but to date, no information has been received. Please send the information ASAP for this allegation of "Do Not Call" violation.

Customer Name	Date Sent
Jeanette Payne	11/7/07

Also, we do not have the following information for your company. So please send the requested information:

- Do Not Call Policy
- Proof of Do Not Call Registrations

1/8/2008

Krakauer--00019153

Confidential-

JA014099
012832
DISH-Paper-008057

TX 102-013361

- List of Affiliate Companies with the contact information including any 3rd party call centers and anyone generating leads on your behalf
- All Outbound Telemarketing Scripts for employees and affiliates

If you have any questions or concerns, please contact me.

Thank you.

Patrick Jaworski
Retail Services Compliance
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5266 (ph)
720-514-8288 (fax)
patrick.jaworski@echostar.com

From: Jaworski, Patrick
Sent: Wednesday, November 07, 2007 1:11 PM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Jaworski, Patrick
Subject: Notice of Alleged Complaint "Do Not Call" Violation - Jeanette Payne

To Mr. Tehranchi:

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please carbon copy me: patrick.jaworski@echostar.com.

Also, we do not have the following information for your company. So please send the requested information:

- Do Not Call Policy
- Proof of Do Not Call Registrations
- List of Affiliate Companies with the contact information including any 3rd party call centers and anyone generating leads on your behalf
- All Outbound Telemarketing Scripts for employees and affiliates

If you have any questions or concerns, please contact me.

Thank you,

Patrick Jaworski
Retail Services Compliance
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5266 (ph)

1/8/2008

Krakauer--00019154

Confidential-

JA014100
012833
DISH-Paper-008058

TX 102-013362

720-514-8288 (fax)
patrick.jaworski@echostar.com

1/8/2008

Krakauer--00019155

Confidential-

JA014101
012834
DISH-Paper-008059

TX 102-013363

Snyder, Serena

From: Vendor Inquiries
Sent: Tuesday, May 19, 2009 3:21 PM
To: Dougherty, Rebecca
Cc: retailerescallation; Vendor Inquiries; Musso, Reji; Voorhies, Christina; Slater, Joshua
Subject: RE: TCPA - TCPA - 9194719459--re thomas krakauer

Rebecca,

Based upon the information provided, we are able to identify the retailer.

OE# 821970
Contact Name: ALEX TEHRANCHI; SOPHIE TEHRANCHI
Company: SATELLITE SYSTEMS NETWORK
Address: 9831 IRVINE CENTER DR
 IRVINE, CA 92618
Phone: 800-615-0241
E-mail: alex@yourdish.tv; sophie@Yourdish.tv

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com
Please Note New Email Address

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

From: Slater, Joshua
Sent: Tuesday, May 19, 2009 11:53 AM
To: Vendor Inquiries; Voorhies, Christina
Cc: retailerescallation
Subject: FW: TCPA - TCPA - 9194719459--re thomas krakauer

Please see below.

Is this something your team could assist with?

From: Dougherty, Rebecca
Sent: Tuesday, May 19, 2009 11:48:33 AM
To: POESupport; retailerescallation; TCPA
Subject: FW: TCPA - TCPA - 9194719459--re thomas krakauer
Auto forwarded by a Rule

Hello All, I'm sending a second request re how to proceed with Thomas Krakauer and what you want me to tell him with respect to follow up on this issue.

5/19/2009

Krakauer--00019156

Confidential-

JA014102
012835
DISH-Paper-008060

TX 102-013364

Please read the forwarded email below. Mr. Krakauer phoned today to see what the status was on his DNC issue. I advised him as of yet there is no definite response but I would send this email to all of you again. Please help me to assist Mr Krakauer with the appropriate information or answers to satisfy his concerns about the call he received--he is expecting to hear something back on Thursday.

All the information you need to find the party/parties responsible is included in the email below. Thank you for your rapid assistance regarding this unresolved issue.

Rebecca Dougherty (DNC/Fact Act) 720-514-8555 ext 72058

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

From: Dougherty, Rebecca
Sent: Sunday, May 10, 2009 10:26 AM
To: Laslo, David
Cc: POESupport; retailerescalation; TCPA
Subject: TCPA - TCPA - 9194719459

Tracked by: TCPA
Record number:11778

Customer Information:
Name - thomas krakauer
Phone Number where call was received - 9194719459

DNC List Consumer is on:
Internal
National

Nature of the complaint:
-Frequent/Persistent calls - No
-Rude behavior - No
-Lewd/Obscene conduct - No
-Harassment, a malicious call pattern - Yes
-Caller hung up when asked for identity or to be added to DNC - No

Comments:

Thomas Krakauer received a call last night, Saturday May 9, from a (retailer/sales partner?) who was claiming to be a Directv employee. Phone number the call was received from is 18003758211 ext 105 callers name was Ken.

The employee (Ken) then proceeded to call Directv and pretended to be Mr Krakauer to get info from his account so he could call Mr Krakauer back and get personal credit info from him including his ssn and his credit card number. When further into the call Mr Krakauer became suspicious he questioned the agent who then told him they were from Dish Network and wanted to sell him Dish Network service.

I searched Mr Krakauer's phone number in echoadmin and found there was a credit check run on him last night. (I did not inform Mr. Krakauer that his credit was run without his knowledge so he is still unaware this happened) The credit score ID is 81472493.

I know we partner with Equifax to track down retailers/sales partners like these. I tried to call the phone number but was sent to an automated system and waited on hold for quite some time but no one picked up. I received the DNC today, Sunday, in the morning and am guessing maybe the operators are not there today or not this early on a Sunday. However, with the phone number and the credit score ID we should be able to track this back to the responsible party.

5/19/2009

Krakauer--00019157

Confidential-

JA014103
012836
DISH-Paper-008061

TX 102-013365

I've told Mr Krakauer I will call him back (and he requested to be called on this issue) as soon as we receive any information on how we will proceed and also gave him my contact info too. I hope it's just one employee at that call center and not a common practice for them.

Looking forward to hearing back from you on how to proceed with Mr Krakauer and what to tell him we are doing regarding this issue.

Thank You. Rebecca Dougherty (DNC/Fact Act) 720-514-8555 ext 72058

5/19/2009

Krakauer--00019158

Confidential-

JA014104
012837
DISH-Paper-008062

TX 102-013366

Snyder, Serena

From: Vendor Inquiries
Sent: Friday, March 20, 2009 4:12 PM
To: Laslo, David
Cc: Vendor Inquiries
Subject: FW: telemarketing issues

David,

Can we please have someone reach out to this customer? 8255909050550745 Kitty Fowler 530-675-2230 please see the details below.

We have tracked the issue and we have also found that one of the phone numbers 800-375-8211 provided identified a retailer. One of the numbers is DISH Network 888-387-6371. And the other one 443-549-3390 is inconclusive to the identity of the retailer.

OE# 821970
Contact Name: ALEX TEHRANCHI
Company: SATELLITE SYSTEMS NETWORK
Address: 9831 IRVINE CENTER DR
IRVINE, CA 92618
Phone: 800-615-0241
E-mail: alex@yourdish.tv

Thank you for your assistance and let us know if you need any additional information.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

From: Support, Audit
Sent: Tuesday, March 10, 2009 8:01 AM
To: Vendor Inquiries
Subject: FW: telemarketing issues

From: Steve Boone [mailto:videobusters@hotmail.com]
Sent: Saturday, March 07, 2009 12:15 PM
To: Support, Audit
Subject: FW: telemarketing issues

From: videobusters@hotmail.com
To: audit.support@dishnetwork.com; videobusters@hotmail.com; scoone73@yahoo.com
Subject: telemarketing issues

3/20/2009

Krakauer--00019159

Confidential-

JA014105
012838
DISH-Paper-008063

TX 102-013367

Date: Sat, 7 Mar 2009 10:55:55 -0800

I have had some of our local and loyal customers call me recently stating that they are receiving calls from telemarketers representing themselves as Dish Network. I have told them if they call again to get info and let me know. It seems these companies are just going through a list of numbers since one of the calls was to a customers phone they only list as a business phone. This has happened in the past and it seems that the threats Dish makes about companies telemarketing and misrepresenting themselves doesn't work unless they start pulling licenses and informing all of us that Dish is serious about it. Otherwise it is just an empty threat and these type of companies know it. I have asked for follow up responses in the past when I report these companies and I seem to get a generic response and never hear about it again. I have told these customers to contact Dish direct also to complain. This seems to be very unfair to companies like ours that follow the rules.

The first company calls and when the customer starts asking questions they just hang up. I know this because I told the customer what to ask. The 2 numbers they use are:
800-375-8211 888-387-6371

The second company calls and says they are from Dish Network but on the second call to the customer I had them get the name and where they are from. They are called Dish Co 443-549-3390. They seem, per the customer to be very pushy about getting your information.

My customers are tired of this and of being harassed and lied to by these companies. If you would like to speak with one of the customers they said they have no problem talking with you. Kitty Fowler 530-675-2230

As I stated before, I have turned in telemarketers before with no response from Dish about it. One actually stated he used to be the Vice President of Dish! This has to stop! If Dish makes rules with consequences then I would hope they will follow through with it.

I would appreciate follow up on this matter. Please let us know what you have done about this.
Thank You

Jim Ouellette
Video Busters
530-675-2770
#7276

Windows Live™: Keep your life in sync. [Check it out.](#)

Hotmail® is up to 70% faster. Now good news travels really fast. [Find out more.](#)

— 888-387-6371

Kathy - Marketing Dept Thornton office
operator OJ7

— 800-375-8211 -

original call - promotions dept - PR press #1 at St. Louis. Free St. Louis.
PSN aka Satellite Systems Network
located in CA

— 443 549 3390 - VM telephone removal system made
*NO ID

3/20/2009

Krakauer--00019160

JA014106
012839

Confidential-

DISH-Paper-008064

TX 102-013368

Jaworski, Patrick

From: Jaworski, Patrick
Sent: Wednesday, November 07, 2007 1:11 PM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Jaworski, Patrick
Subject: Notice of Alleged Complaint "Do Not Call" Violation - Jeanette Payne
Attachments: Payne_11.7.07.doc

To Mr. Tehranchi:

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please carbon copy me: patrick.jaworski@echostar.com.

Also, we do not have the following information for your company. So please send the requested information:

- Do Not Call Policy
- Proof of Do Not Call Registrations
- List of Affiliate Companies with the contact information including any 3rd party call centers and anyone generating leads on your behalf
- All Outbound Telemarketing Scripts for employees and affiliates

If you have any questions or concerns, please contact me.

Thank you,

Patrick Jaworski
Retail Services Compliance
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5266 (ph)
720-514-8288 (fax)
patrick.jaworski@echostar.com

11/7/2007

Krakauer--00019161

Confidential-

JA014107
012840
DISH-Paper-008065

TX 102-013369

**OE RETAILER AMENDMENT
TO
ECHOSTAR RETAILER AGREEMENT**

This OE Retailer Amendment to EchoStar Retailer Agreement (the "Amendment") is made and effective as of December 31, 2006, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and **SATELLITE SYSTEMS NETWORK**, having a place of business at **9831 IRVINE CENTER DR IRVINE, CA 92618** ("Retailer").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

RETAILER

Retailer Number: **821970**

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

Street Address: **9831 IRVINE CENTER DR**
(please print)

City, State, Zip Code: **IRVINE, CA 92618**
(please print)

By: _____
(signature)

Name (please print): **ALEX TEHRANCHI**

Title (please print): **PRESIDENT**

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

ECHOSTAR RETAILER AGREEMENT

This EchoStar Retailer Agreement (the "Agreement") is made and effective as of December 31, 2006 (the "Effective Date"), by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and " ", having a place of business at **9831 IRVINE CENTER DR IRVINE, CA 92618** ("Retailer").

INTRODUCTION

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. APPOINTMENT; TERRITORY.

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

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

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

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

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

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

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

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

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

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

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

2.10 Prior Retailer Agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **PROGRAMMING.**

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

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

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

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

6.1 **Monthly Incentives.**

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

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

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

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

6.2 Additional Incentives.

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

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

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

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

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

6.2.5 RETAILER ACKNOWLEDGES AND AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

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

6.3 Chargeback of Incentives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Suspension and Termination of Incentives.

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

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

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

6.8 **Offsets.** In no event shall Retailer or any of its Affiliates offset any amounts due to EchoStar or any of its Affiliates from Retailer or any of its Affiliates against any Incentives or other amounts due to Retailer or any of its Affiliates from EchoStar or any of its Affiliates. In the event that the Incentives paid by EchoStar to Retailer exceed the amount to which Retailer was entitled, or if Retailer and/or any of its Affiliates are indebted to EchoStar and/or any of its Affiliates under Section 13 below or for any other reason (including without limitation for any Chargebacks permitted hereunder), Retailer and its Affiliates hereby acknowledge and agree that EchoStar and its Affiliates shall have the right, but not the obligation, to offset any such amounts against any Incentives or other amounts otherwise due to Retailer or any of its Affiliates from EchoStar or any of its Affiliates, as well as any and all amounts for which EchoStar

and/or any of its Affiliates may become liable to third parties by reason of Retailer's and/or any of its Affiliate's acts in performing, or failing to perform, Retailer's and/or any of its Affiliate's obligations under this Agreement or any Other Agreement. Further, EchoStar may, but shall have no obligation to, withhold such sums from any monies due or to become due to Retailer hereunder as EchoStar, at Any Time in its Sole Discretion, deems necessary to protect EchoStar and/or any of its Affiliates from any loss, damage, or expense relating to or arising out of Retailer's actions, inaction or performance hereunder, or in response to any claim or threatened claim of which EchoStar becomes aware concerning Retailer or the performance of Retailer's duties hereunder. EchoStar's right to money due and to become due hereunder shall not be subject to any defense (except payment), offset, counterclaim or recoupment of Retailer whatsoever, including, but not limited to, any which might arise from a breach of this Agreement by EchoStar or any of its Affiliates. The provisions of this Section 6.8 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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

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

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

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

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

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

6.12 **No Admission.** No payment to Retailer under this Agreement, whether in full or in part, shall be deemed to operate as EchoStar's acceptance, waiver or admission that Retailer has complied with any provision of this Agreement or the requirements of any Promotional Program including, without limitation, any Business Rules related thereto. The parties acknowledge and agree that at all times (including without limitation in connection with any arbitration or court proceeding) it shall remain Retailer's burden to prove eligibility for receipt of any Incentive (including, without limitation, performance of any conditions precedent thereto) or that any Chargeback was incorrect.

6.13 **Acknowledgement.** Retailer hereby acknowledges and agrees that the Incentives paid to Retailer under this Agreement do not represent deferred compensation in any form whatsoever and are not being paid to Retailer with respect to the procurement of, or the activation of Programming for, DISH Network Subscribers, but rather are being paid to Retailer as an incentive to continue marketing, promoting and soliciting orders for Programming from prospective DISH Network Subscribers and to provide continuing service to DISH Network Subscribers after initial activation.

6.14 **Assignment of Right to Payment.** Retailer does not have the power or the right to assign any payments, or its right to receive any payments, that may be due to Retailer under this Agreement. Any such assignment (whether express or by operation of law) shall be void and unenforceable. Any such attempted assignment shall immediately discontinue Retailer's right to future payments under this Agreement.

6.15 **Claims.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL ANY NOTICE OF CLAIM ARISING OUT OF OR RELATING TO ANY ALLEGED FAILURE TO PAY ANY AMOUNTS DUE AND OWING FROM ECHOSTAR AND/OR ANY OF ITS AFFILIATES, ON THE ONE HAND, TO RETAILER AND/OR ANY OF ITS AFFILIATES, ON THE OTHER HAND, OR ARISING OUT OF OR RELATING TO ANY CHARGEBACK BE PROVIDED LATER THAN THIRTY (30) DAYS AFTER THE DATE THAT THE RELEVANT PAYMENT SHOULD HAVE BEEN MADE OR THE DATE THAT THE RELEVANT CHARGEBACK OCCURRED, AS APPLICABLE, OR LATER THAN THIRTY (30) DAYS AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON OR NO REASON WHATSOEVER, WHICHEVER IS EARLIER, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW (IN THE EVENT THAT SUCH PERIOD IS IN EXCESS OF THE APPLICABLE PERIOD SET FORTH ABOVE).

7. **ORDERS.**

7.1 Retailer agrees to use its best efforts to promote and enhance EchoStar's business, reputation and goodwill. Retailer shall allow only its employees, and shall not use any independent contractors, subcontractors, Affiliates, agents, sub-agents or any other persons not employed by Retailer to fulfill any of its obligations hereunder without EchoStar's specific prior written consent, which consent may be withheld in EchoStar's Sole Discretion. In the event that EchoStar does grant consent to Retailer to use persons not employed by Retailer to perform any activities contemplated hereunder ("Permitted Subcontractors"), Retailer shall be responsible for the acts and omissions of such Permitted Subcontractors to the same extent it is responsible for the acts and omissions of its own employees.

7.2 Retailer shall not sell Programming under any circumstances. All sales of Programming are transactions solely between EchoStar and DISH Network Subscribers. Retailer shall promptly forward to EchoStar all orders for Programming in the manner prescribed by EchoStar from time to time. Retailer understands that EchoStar shall have the right, in its Sole Discretion, to accept or reject, in whole or in part, all orders for Programming. Retailer also agrees that it shall not condition, tie or otherwise bundle any purchase of Programming with the purchase of any other services or products other than as specifically consented to in writing by EchoStar in advance, which consent may be withheld in EchoStar's Sole Discretion.

7.3 Retailer shall comply with all Business Rules, including without limitation all Business Rules which govern or are otherwise applicable to any Promotional Program in which Retailer participates. Retailer shall disclose to each prospective DISH Network Subscriber the relevant terms and conditions of each Promotional Program in which such prospective DISH Network Subscriber is interested as well as any other terms and conditions as set forth in any applicable Business Rules. Furthermore, Retailer shall take all actions and refrain from taking any action, as requested by EchoStar in connection with the marketing, advertisement, promotion and/or solicitation of orders for Programming and/or the sale, lease or other transfer of DISH DBS Systems, Promotional Certificates and/or Prepaid Cards and Retailer shall cooperate by supplying EchoStar with any information arising from or relating to those actions as EchoStar reasonably requests. The failure of Retailer to adhere to any Business Rules may result in disciplinary action by EchoStar in its Sole Discretion up to and including termination of this Agreement and/or any Other Agreement, and/or the exercise by EchoStar of any other right or remedy available to it under contract (including without limitation this Agreement), at law, in equity or otherwise (all of which are hereby expressly reserved).

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

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

9. **CONDUCT OF BUSINESS.**

9.1 **Compliance with Laws.** Retailer shall not engage in any activity or business transaction which could be considered unethical, as determined by EchoStar in accordance with prevailing business standards, or damaging to EchoStar's and/or any of its Affiliates' image or goodwill in any way. Retailer shall under no circumstances take any action which could be considered disparaging to EchoStar and/or any of its Affiliates. Retailer shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state, municipal, or otherwise) and all amendments thereto, now enacted or hereafter promulgated (hereinafter "Laws"), and Retailer is solely responsible for its compliance with all Laws that apply to its obligations under this Agreement.

9.2 **Signal Theft.** Retailer shall not directly or indirectly: (i) engage in any signal theft, piracy or similar activities; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Programming; (iii) use a single DISH Network account or Prepaid Card for the purpose of authorizing Programming for multiple DISH DBS Systems that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); (iv) alter any DISH DBS Systems or smart cards or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (v) manufacture, import, offer to the public, sell, provide or otherwise traffic in any technology, product, service or device which is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (vi) aid any others in engaging in, or attempting to engage in, any of the above described activities. Retailer shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity. The provisions of this Section 9.2 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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

9.3.1 In addition to (and without limitation of) the Territory restrictions contained in this Agreement, Retailer hereby acknowledges that the U.S. Department of State and/or the U.S. Department of Commerce may in the future assert jurisdiction over DISH DBS Systems, and that DISH DBS Systems, Promotional Certificates, Prepaid Cards and Programming may not currently be sold outside of the Territory. Retailer represents, warrants and agrees that it will not directly or indirectly arrange for or participate in the export or sale of DISH DBS Systems, Promotional Certificates, Prepaid Cards or Programming, in whole or in part, outside of the Territory, and agrees that it will take all reasonable and adequate steps to prevent the export or sale of DISH DBS Systems, Promotional Certificates, Prepaid Cards and Programming outside of the Territory by others who purchase from Retailer and who might reasonably be expected to export or sell them outside of the Territory.

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

9.4 **Bounty Programs.** Retailer acknowledges that it is in the best interest of both EchoStar and Retailer for DISH Network Subscribers to be long-term customers of EchoStar and/or its Affiliates. Retailer acknowledges that churning of DISH Network Subscribers is detrimental to EchoStar and negatively affects EchoStar's ability to offer Monthly Incentives and/or Additional Incentives. Retailer acknowledges that for any Promotional Program to be viable, DISH Network Subscribers must be long-term subscribers to DISH Network. Therefore, Retailer agrees that during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason or no reason, Retailer and its Affiliates will not directly or indirectly in any manner whatsoever operate, offer to any other person or entity, participate in, or assist any other person or entity to participate in, any promotion or program offered by any person or entity (including without limitation Retailer and/or any of its Affiliates) other than EchoStar or an Affiliate of EchoStar which directly or indirectly provides for the delivery of an economic incentive or other benefit to Retailer, DISH Network Subscribers or any other person or entity in any form directly or indirectly in connection with the direct or indirect solicitation of customers of EchoStar or any other DBS provider or customers of any DTH satellite programming service provider, for any purpose whatsoever (including, without limitation, in connection with such person or entity directly or indirectly assisting in the process of attempting to cause a customer of EchoStar or any other DBS provider or a customer of any DTH programming service provider to become a subscriber to any other programming service provider). In addition to (and without limitation of) the foregoing, Retailer agrees that during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason or no reason, Retailer and its Affiliates will not directly or indirectly produce, place, display or use any advertising or marketing material that explicitly references DISH Network, EchoStar, an Affiliate of EchoStar or

DISH Network Subscribers and attempts to persuade DISH Network Subscribers to cancel their EchoStar service and/or switch to a service offered by any other DBS provider, DTH programming service provider or multi-channel video programming distributor ("MPVD"). Further (and without limitation of the foregoing), during the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement for any reason or no reason, Retailer shall not convert, or directly or indirectly assist any other person or entity who Retailer actually knew or reasonably should have known intended to convert, any DISH Network Subscriber to the services of any other DBS provider, DTH programming service provider or MPVD. The provisions of this Section 9.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for five (5) years.

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

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

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

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

9.9 Restricted EchoStar Employees. Retailer acknowledges that EchoStar and its Affiliates have invested substantial economic and other resources and goodwill in the training and professional development of Restricted EchoStar Employees (as defined below) and that Restricted EchoStar Employees have acquired certain trade secrets and/or other confidential and proprietary information of EchoStar and/or its Affiliates in which EchoStar and its Affiliates have a valuable interest in protecting and for which disclosure to Retailer and/or any of its Affiliates or any other DBS provider, DTH programming service provider or MPVD would be detrimental to EchoStar and its Affiliates (solely for the purposes of this Section 9.9, "Confidential Company Information"). Therefore, Retailer agrees that during the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement

for any reason or no reason, Retailer and its Affiliates will not directly or indirectly in any manner whatsoever solicit, recruit, entice, induce or otherwise attempt to persuade any Restricted EchoStar Employee to terminate or otherwise discontinue his or her employment with EchoStar and/or any of its Affiliates for the purpose of becoming an employee, independent contractor, subcontractor, Affiliate, agent, or sub-agent of Retailer and/or any of its Affiliates or any other DBS provider, DTH programming service provider or MVPD providing and/or performing any services within the Territory. In addition to (and without limitation of) the foregoing and except as otherwise agreed to by EchoStar or an EchoStar Affiliate in a writing signed by an Executive Vice President of EchoStar or an EchoStar Affiliate (or his or her designee), Retailer agrees that during the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Retailer and its Affiliates will not directly or indirectly in any manner whatsoever, employ, hire or otherwise contract for the performance of any services of any Restricted EchoStar Employee within the Territory, or directly or indirectly in any manner whatsoever assist or attempt to assist any other DBS provider, DTH programming service provider or MVPD to directly or indirectly in any manner whatsoever employ, hire or otherwise contract for the performance of any services by any Restricted EchoStar Employee within the Territory. For the purposes of this Section 9.9, "Restricted EchoStar Employee" shall mean any person currently employed by EchoStar and/or any of its Affiliates or previously employed by EchoStar and/or any of its Affiliates at any time within the immediately prior twelve (12) months: (i) as a regional sales manager, national sales manager, senior manager, director, vice president, or senior vice president, (ii) in any other position (a) involving the management, supervision and/or control of other persons employed by EchoStar and/or any of its Affiliates and (b) through which such person enjoys and exercises a degree of unsupervised independence and control over the business area, unit, team, division, group, region, territory, subject matter, and/or other similar segment or distinction (collectively, "Business Segment") for which he or she is responsible that would logically be considered reasonably similar to or greater than the degree of unsupervised independence and control generally enjoyed and exercised by any persons who satisfy the description set forth in clause (i) above with respect to their applicable Business Segment, (iii) in any position involving the performance of any professional services (including without limitation legal, financial or accounting services) for any person who satisfies the description set forth in clause (i) or (ii) above, and/or (iv) who obtains or otherwise acquires any Confidential Company Information in any manner whatsoever and for any reason or no reason (regardless of whether such acquisition is within the scope of employment or authority of such employee). The provisions of this Section 9.9 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for twelve (12) months.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement shall commence on the Effective Date and shall continue through December 31, 2008 (the "Term"), unless earlier terminated by either party hereto or otherwise in accordance with the terms and conditions of this Agreement. This Agreement is not automatically renewable, and neither party hereto shall be under any obligation whatsoever to offer or to accept an agreement to renew or replace this Agreement upon its expiration. RETAILER RECOGNIZES THAT THIS AGREEMENT MAY BE TERMINATED PRIOR TO THE EXPIRATION OF THE TERM AND THAT NO REPRESENTATIONS, WARRANTIES, COVENANTS OR GUARANTEES HAVE BEEN MADE TO RETAILER THAT RETAILER WILL REMAIN AN AUTHORIZED RETAILER DURING THE ENTIRE TERM OR THAT THE AGREEMENT WILL NOT BE TERMINATED PRIOR TO EXPIRATION OF THE TERM PURSUANT TO SECTION 10.2, 10.3, 10.4 OR 10.5 BELOW.

10.2 **Termination by Either Party for Convenience.** Either party hereto may, in its Sole Discretion, terminate this Agreement for its convenience (without cause) by giving the other party no less than sixty (60) days prior written notice.

10.3 **Termination By Either Party Upon Default.** This Agreement may be terminated by a party hereto (the "Affected Party"), if the other party (the "Other Party") has failed to cure (if curable) any Default (as defined below) within twenty (20) days of receipt of a written notice of such Default from the Affected Party. For the purposes of this Agreement a "Default" shall occur when: (i) the Other Party fails to pay any amount to the Affected Party or its Affiliates when due under this Agreement or any Other Agreement; or (ii) the Other Party fails to perform any obligation or breaches any representation, warranty or covenant in this Agreement, any Other Agreement, or the Trademark License Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right).

10.4 **Automatic Termination.** This Agreement shall terminate automatically should any of the following occur, unless EchoStar notifies Retailer to the contrary in writing at any time thereafter: (i) Retailer becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Retailer; (ii) Retailer, for more than twenty (20) consecutive days, fails to maintain operations as a going business; (iii) Retailer, for more than twenty (20) consecutive days, ceases to continuously and actively market and promote DISH DBS Systems, Promotional Certificates, Prepaid Cards and/or Programming; (iv) Retailer, or any officer, director, substantial shareholder or principal of the Retailer is convicted in a court of competent jurisdiction of any criminal offenses greater than a Class C (or comparable) Misdemeanor; (v) Retailer fails to comply with any applicable Laws, or engages in any practice, substantially related to the business conducted by Retailer in connection with this Agreement, which is determined to be an unfair trade practice or other violation of any applicable Laws, including without limitation any telemarketing/do-not-call laws, spam laws, privacy laws, fair credit reporting laws or warranty laws; (vi) Retailer falsifies any records or reports required hereunder or under any Business Rule; (vii) Retailer fails to renew, or loses, due to suspension, cancellation or revocation, for a period of fifteen (15) days or more, any license, permit or similar document or authority required by any Laws or by any governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement or to maintain its corporate or other business status in effect as of the Effective Date; (viii) Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System, Promotional

Certificate or Prepaid Card to a person or entity whom Retailer knew or reasonably should have known: (a) was not an end-user and/or intended to resell it, lease it or otherwise transfer possession of it for use by another individual or entity, (b) intended to use it, or to allow others to use it, to view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, (c) intended to use it, or to allow others to use it, to view Residential MDU Programming at a location other than a non-bulk-billed MDU Property, (d) intended to use it, or to allow others to use it, in Canada, Mexico or at any other location outside of the Territory, or (e) intended to authorize, or to allow others to authorize, Programming for a DISH DBS System using a single DISH Network account or Prepaid Card that had or would have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); (ix) Retailer makes, or attempts to make, any representation, promise or agreement for or on behalf of EchoStar; (x) the Trademark License Agreement or any Other Agreement expires or terminates for any reason or no reason; (xi) Retailer directly or indirectly uses a single DISH Network account or Prepaid Card for the purpose of authorizing Programming for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); (xii) any actual or alleged fraud, misrepresentation, or illegal action of any sort by Retailer in connection with this Agreement, the Trademark License Agreement, and/or any Other Agreement; (xiii) Retailer Pre-Activates any DISH DBS System or directly or indirectly sells, leases or otherwise transfers possession of a DISH DBS System, Promotional Certificate or Prepaid Card to a person or entity who Retailer knew or reasonably should have known intended to Pre-Activate a DISH DBS System; (xiv) Retailer directly or indirectly makes any payment to EchoStar for Programming services or otherwise on behalf of any retail end-user of any DISH DBS System; (xv) the churn rate experienced by EchoStar for DISH Network Subscribers activated through Retailer is equal to or greater than 125% of the churn rate experienced by EchoStar with respect to DISH Network subscribers generally during any consecutive three-month period; (xvi) Retailer is in breach or default of any of its obligations under Section 2.6, 2.7, 2.8, 2.9, 2.12, 6.10, 6.14, 7, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9 or 14; (xvii) Retailer indefinitely ceases to actively market and promote DISH DBS Systems, Promotional Certificates, Prepaid Cards and/or Programming, as determined by EchoStar in its Sole Discretion; (xviii) Retailer fraudulently receives, or attempts to receive, an Incentive or any other payment of any type to which it is not entitled under the terms and conditions of this Agreement or any Other Agreement, including without limitation by misrepresenting any information concerning a prior DISH Network Subscriber to make that person or entity appear to be a new DISH Network Subscriber or creating a fictitious or fraudulent customer account; or (xix) Retailer fails to activate the applicable minimum number of new subscribers set forth in any applicable Business Rules.

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

11. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereto is that of independent contractors. Retailer shall conduct its business as an independent contractor, and all persons employed in the conduct of such business shall be Retailer's employees only, and not employees or agents of EchoStar or any of its Affiliates. Retailer shall prominently state its business name, address and phone number and that Retailer is an "authorized DISH Network retailer" in all communications with the public, including, without limitation, marketing materials, flyers, print ads, television or radio spots, web sites, e-mails, invoices, sales slips, and the like. Notwithstanding anything set forth in this Agreement to the contrary, Retailer (including without limitation its officers, directors, employees and Permitted Subcontractors) shall not, under any circumstances, hold itself out to the public or represent that it is EchoStar or an employee, subcontractor, Affiliate, agent, or sub-agent of EchoStar or any EchoStar Affiliate. In furtherance (and without limitation) of the foregoing, in no event shall Retailer use EchoStar's name or the name of any EchoStar Affiliate and/or any trade name used by EchoStar or any EchoStar Affiliate in any manner which would tend to imply that Retailer is an Affiliate of EchoStar or that Retailer is an employee, subcontractor, Affiliate, agent, or sub-agent of EchoStar or any of its Affiliates or that Retailer is acting or is authorized to act on behalf of EchoStar or any of its Affiliates. This Agreement does not constitute any joint venture or partnership. It is further understood and agreed that Retailer has no right or authority to make any representation, warranty, promise or agreement or take any action for or on behalf of EchoStar or any Affiliate of EchoStar.

12. **LIMITATION OF LIABILITY.** The provisions of this Section 12 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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

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

13. **INDEMNIFICATION.** Retailer shall indemnify, defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives (collectively the "EchoStar Group") harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorney fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims"), that arise out of, or are incurred in connection with: (i) Retailer's performance or failure of performance under this Agreement, the Trademark License Agreement and/or any Other Agreement, and any direct or indirect results thereof, including but not limited to Retailer's sale and/or installation of DISH DBS Systems, Promotional Certificates or Prepaid Cards; (ii) Retailer's lawful or unlawful acts or omissions (or those of any of Retailer's employees whether or not such acts are within the scope of employment or authority of such employees) relating to the sale, leasing, transfer of possession, marketing, advertisement, promotion and/or solicitation of orders for Programming, Promotional Certificates, Prepaid Cards and/or DISH DBS Systems and/or any other products or services of EchoStar or any of its Affiliates; (iii) the failure of Retailer to comply with any provision of this Agreement or any Business Rule; (iv) the breach of any of Retailer's representations or warranties contained herein; (v) all purchases, contracts, debts and/or obligations made by Retailer; (vi) the failure of Retailer to comply with, or any actual or alleged violation of, any applicable Laws; (vii) any claim brought by Retailer's employees, independent contractors, subcontractors, Affiliates, agents, sub-agents and/or any other person or entity for compensation and/or damages arising out of or relating to the expiration or termination of this Agreement; (viii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers or any other person or entity (except with respect to any marketing materials supplied to Retailer by EchoStar); (ix) any installation and/or after-sale services performed by Retailer, or any of its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents; (x) Retailer's, or any of its employees', independent contractors', subcontractors', Affiliates', agents' or sub-agents' failure to comply with any performance standard; (xi) a DISH Network Subscriber's dissatisfaction with any aspect of the installation and/or after-sale services performed by Retailer, or any of its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents; (xii) the termination, disturbance, interruption or other interference with the service provided by any public utility or damage to the equipment of any public utility caused directly or indirectly by Retailer, or any of its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents; (xiii) Retailer directly or indirectly selling, leasing or otherwise transferring possession of a DISH DBS System, Promotional Certificate or Prepaid Card to any person or entity whom Retailer knew or reasonably should have known: (a) was not an end-user and/or intended to resell it, lease it or otherwise transfer possession of it for use by another individual or entity; (b) intended to use it, or to allow others to use it, to (1) view Residential Programming at a location other than a Residential Location or Institutional/Residential Location, or (2) view Residential MDU Programming at a location other than a non-bulk-billed MDU Property; (c) intended to use it, or to allow others to use it, in Canada, Mexico or at any other location outside of the Territory; or (d) intended to authorize, or to allow others to authorize, Programming for a DISH DBS System using a single DISH Network account or Prepaid Card that has or would have Programming authorized for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property); and/or (xiv) Retailer directly or indirectly using a single DISH Network account or Prepaid Card for the purpose of authorizing Programming for multiple satellite receivers that are not all located in the same Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location, as applicable based upon the type of Programming authorized for the relevant DISH Network account or Prepaid Card, and connected to the same land-based phone line (except in the case of a bulk-billed MDU Property). In the event of any claim for indemnification by the EchoStar Group under this Section 13, the EchoStar Group shall be entitled to representation by counsel of its own choosing, at Retailer's sole cost and expense. The EchoStar Group shall have the right to the exclusive conduct of all negotiations, litigation, settlements and other proceedings arising from any such claims and Retailer shall, at its own cost and expense, render all assistance requested by EchoStar in

connection with any such negotiation, litigation, settlement or other proceeding. Each indemnity obligation set forth in this Section 13 shall be in addition to (and without limitation of) any other indemnity obligations set forth in this Agreement. The provisions of this Section 13 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

14. **CONFIDENTIALITY.** Retailer and its employees will maintain, in confidence, the terms, conditions and provisions of this Agreement, the terms, conditions and provisions of any and all Business Rules and Promotional Programs, as well as all data, summaries, reports, communications or information of all kinds, whether oral or written, acquired, devised or developed in any manner from EchoStar's personnel or files, or as a direct or indirect result of Retailer's actions or performance under this Agreement, including without limitation nonpublic personal information of DISH Network Subscribers ("Confidential Information") and Retailer represents, warrants and covenants to EchoStar and its Affiliates that it has not and will not reveal the same to any persons not employed by Retailer, except: (i) at the written direction of EchoStar; (ii) to the extent necessary to comply with any applicable Laws, the valid order of a court of competent jurisdiction or the valid order or requirement of a governmental agency or any successor agency thereto, in which event Retailer shall notify EchoStar in writing of the information prior to making any disclosure, and shall seek confidential treatment of such information; or (iii) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, provided such parent company, auditors and attorneys agree to be bound by the provisions of this paragraph. Retailer shall not issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of EchoStar, which consent may be withheld in EchoStar's Sole Discretion. Upon expiration or termination of this Agreement for any reason or no reason whatsoever, Retailer shall return all copies of all Confidential Information or at EchoStar's request in EchoStar's Sole Discretion destroy all such Confidential Information, and immediately certify in writing to EchoStar that such delivery or destruction has taken place. Retailer agrees that any breach or default of any of its obligations set forth in this Section 14 will cause substantial and irreparable harm and injury to EchoStar for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Retailer agrees that EchoStar shall have the right, in addition to (and without limitation of) any other rights and remedies available to EchoStar at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Retailer, its employees, independent contractors, subcontractors, Affiliates, agents or sub-agents, as well as any other equitable relief allowed by the federal or state courts. The provisions of this Section 14 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

15. **DISPUTE RESOLUTION.**

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

15.1 **Claims for Breach or Default.** IN THE EVENT OF AN OCCURRENCE THAT RENDER, OR MIGHT RENDER, ECHOSTAR LIABLE TO RETAILER FOR ANY DAMAGES OR INJUNCTIVE RELIEF AS A RESULT OF ANY ALLEGED BREACH OR DEFAULT OF THIS AGREEMENT OR ANY OTHER AGREEMENT, RETAILER SHALL GIVE WRITTEN NOTICE OF SUCH OCCURRENCE AS SOON AS PRACTICABLE TO ECHOSTAR (A "NOTICE OF CLAIM"). IN NO EVENT SHALL ANY NOTICE OF CLAIM BE PROVIDED LATER THAN NINETY (90) DAYS AFTER THE DATE OF THE RELEVANT OCCURRENCE, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW (IN THE EVENT THAT SUCH PERIOD IS IN EXCESS OF THE APPLICABLE PERIOD SET FORTH ABOVE). EACH NOTICE OF CLAIM SHALL STATE: (I) THE DATE, TIME AND NATURE OF THE OCCURRENCE; (II) THE TOTAL AMOUNT CLAIMED BY RETAILER, IF ANY, IN CONNECTION WITH SUCH OCCURRENCE AND THE BASIS FOR ANY AMOUNT CLAIMED, AND (III) IDENTIFICATION OF ALL DOCUMENTS AND OTHER INFORMATION IN RETAILER'S CONTROL OR POSSESSION ARISING FROM OR RELATING TO SUCH OCCURRENCE. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING INCENTIVE PAYMENTS THROUGH ECHOSTAR'S RETAILER WEBSITE (<http://retailer.echostar.com>) IN ACCORDANCE WITH APPLICABLE BUSINESS RULES. RETAILER MAY SUBMIT A NOTICE OF CLAIM CONCERNING ALL OTHER CLAIMS VIA ELECTRONIC MAIL TO executiveresolution@echostar.com WITH THE SUBJECT LINE "NOTICE OF CLAIM." AFTER SUBMITTING A NOTICE OF CLAIM, RETAILER SHALL PROVIDE ECHOSTAR WITH ANY AND ALL ADDITIONAL INFORMATION REQUESTED BY ECHOSTAR WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ECHOSTAR'S REQUEST. ECHOSTAR SHALL BE ENTITLED TO HAVE ACCESS TO RETAILER'S BOOKS AND RECORDS DURING ITS INVESTIGATION OF RETAILER'S CLAIM. FAILURE TO STRICTLY COMPLY WITH THE PROVISIONS OF THIS SECTION 15.1 WITH RESPECT TO A PARTICULAR OCCURRENCE THAT RENDER, OR MIGHT RENDER, ECHOSTAR IN BREACH OR DEFAULT OF THIS AGREEMENT AND LIABLE TO RETAILER FOR DAMAGES OR INJUNCTIVE RELIEF, SHALL CONSTITUTE A WAIVER BY RETAILER WITH RESPECT TO THE RELEVANT OCCURRENCE, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATED THERETO.

15.2 Mediation. The parties agree to submit any and all disputes, controversies or claims not otherwise barred or resolved under Section 15.1 or exempted under Section 15.4, which may arise between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including but not limited to any and all disputes, controversies, and claims arising out of or relating to this Agreement including, without limitation, any and all disputes, controversies or claims related to: (i) the execution and delivery of this Agreement (whether via signature or electronic acceptance); (ii) the interpretation of this Agreement; (iii) a party's performance or failure to perform hereunder; (iv) the termination of this Agreement; and (v) any rights Retailer may have under dealer termination or non-renewal laws (collectively "Disputes"), to mandatory non-binding mediation (a "Mediation") in front of a single mediator. Either party may initiate a Mediation by giving written notice to the other party pursuant to Section 17.10 describing the Dispute (a "Notice of Mediation"). The Notice of Mediation shall include: (a) a statement of the initiating party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that party and of any other persons who will accompany the executive. The Mediation shall take place in the City and County of Denver, Colorado at a mutually agreeable time and location before a mediator chosen by mutual agreement of the parties. In the event that either party fails to negotiate the selection of a mediator in good faith or unreasonably withholds its approval of a mediator, such party shall be deemed to have waived its right to select the mediator by mutual agreement of the parties and shall be required to participate in the Mediation with the mediator chosen by the other party. Each party shall participate through a representative with full settlement authority and shall bear its own costs and expenses and one-half of the costs and expenses of the mediator. Any such Mediation must be concluded within sixty (60) days of the Notice of Mediation. Nothing contained herein (excluding the provisions of Section 2.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or any of its Affiliates to file a Notice of Arbitration (as defined below) and/or bring a request for injunctive relief against the other party and/or any of its Affiliates for any violations of Section 2.2, 2.6, 2.7, 2.8, 2.12, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9, 11 or 14 or any provision of the Trademark License Agreement or any Other Agreement. In the event that a party (the "Non-Mediating Party") fails to: (1) pay one-half of the costs and expenses of the mediator to the mediator when due; or (2) otherwise refuses or fails to participate in or attend a Mediation that has been properly initiated pursuant to this Section 15, then the Non-Mediating Party agrees that: (A) the Non-Mediating Party shall be deemed to have waived its right to initiate an Arbitration (as defined below) pursuant to Section 15.3, as fully participating in a Mediation pursuant to this Section 15.2 is a condition precedent to a party's right to initiate an Arbitration; (B) the other party (the "Mediating Party") shall have the right (but not the obligation) to initiate an Arbitration pursuant to Section 15.3 without any further obligation under this Section 15.2; and (C) the Mediating Party shall have the option, exercisable upon written notice to the Non-Mediating Party, to have the underlying dispute, controversy or claim resolved solely and exclusively before a court of competent jurisdiction located in the State of Colorado, as delineated in Section 15.5 below. In the event that the Mediating Party elects to initiate an Arbitration pursuant to clause (B) above or to resolve the underlying dispute, controversy or claim in court pursuant to clause (C) above, the parties agree that the Non-Mediating Party shall be deemed to have waived its right to pursue any affirmative claims or counterclaims in such Arbitration or court proceeding as fully participating in a Mediation pursuant to this Section 15.2 is a condition precedent to recovery.

15.3 Arbitration. Except as set forth to the contrary in this Section 15.3 or Section 15.4 below, any and all disputes, controversies or claims between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including without limitation any and all disputes, controversies or claims arising out of or in connection with this Agreement, including but not limited to the validity of this Section 15, the circumstances concerning the execution and delivery of this Agreement (whether via signature or electronic acceptance), and any allegations of fraud in the inducement, or which relate to the parties' relationship with each other or either party's compliance with any Laws, which are not settled through negotiation, the claim process set forth above in Section 15.1, or the mediation process set forth above in Section 15.2, shall be resolved solely and exclusively by binding arbitration (an "Arbitration") administered by the American Arbitration Association in accordance with both the substantive and procedural laws of Title 9 of the U.S. Code ("Federal Arbitration Act") and the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules"). In the event of any conflict or inconsistency between or among the Federal Arbitration Act, the Commercial Arbitration Rules, and/or the terms and conditions of this Agreement, such conflict or inconsistency shall be resolved by giving precedence in the following order: (i) this Agreement; (ii) the Federal Arbitration Act; and (iii) the Commercial Arbitration Rules. In consideration of EchoStar entering into this Agreement with Retailer, Retailer agrees that it will not serve as a class representative in any class action lawsuit brought by any person or legal entity concerning this Agreement in any respect. NEITHER PARTY NOR ANY OF ITS AFFILIATES MAY BRING ANY DEMAND FOR ARBITRATION AGAINST THE OTHER PARTY AND/OR ANY OF ITS AFFILIATES IF IT AND/OR ANY OF ITS AFFILIATES HAS FAILED TO FULLY COMPLY WITH THE PROCEDURES SET FORTH IN SECTIONS 15.1 AND 15.2; provided, however, that nothing contained herein (excluding the provisions of Section 2.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or any of its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or any of its Affiliates for any violations of Section 2.2, 2.6, 2.7, 2.8, 2.12, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9, 11 or 14 or any provision of the Trademark License Agreement or any Other Agreement.

15.3.1 Initiation of Arbitration; Selection of Arbitrators. The Arbitration must be initiated within ninety (90) days from the final day of the Mediation, or one hundred fifty (150) days from the Notice of Mediation in the event that the Mediation is not concluded within sixty (60) days of the Notice of Mediation, and shall be initiated by written notice from the initiating party to the other party pursuant to Section 17.10 stating the initiating party's intent to initiate arbitration ("Notice of Arbitration"). The Arbitration shall be conducted in the City and County of Denver, Colorado by a panel of three arbitrators who shall be selected as follows: (i) one arbitrator shall be selected by the claimant(s) within thirty (30) days of sending the Notice of Arbitration; (ii) one arbitrator shall be

selected by the respondent(s) within thirty (30) days of the claimant(s) notifying respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days of the appointment of the respondent(s)' arbitrator. The parties acknowledge and agree that each party shall have the option, exercisable upon written notice to the other party, to designate the arbitrator selected by such party as a non-neutral arbitrator in which event such arbitrator shall not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence. Notwithstanding the foregoing, in the event that either party fails to timely select an arbitrator pursuant to this Section 15.3: (a) such party shall be deemed to have waived its right to a three-member arbitration panel and shall be required to participate in the arbitral proceedings with the one arbitrator selected by the other party without any objection and (b) the one arbitrator selected by the other party shall thereafter be deemed a neutral arbitrator with whom neither party shall communicate *ex parte* concerning the Arbitration.

15.3.2 Authority of the Arbitrator(s); Awards. The parties hereby agree that the arbitrator(s) selected pursuant to Section 15.3.1 (the "Arbitrator(s)") are not authorized to: (i) conduct "class arbitration" in any form; and/or (ii) arbitrate any dispute on a representative basis in any form. The parties hereby agree that the Arbitrator(s) have the authority to entertain and rule upon dispositive motions, including but not limited to, default judgments as governed by Rule 55 of the Federal Rules of Civil Procedure, motions for summary judgment as governed by Rule 56 of the Federal Rules of Civil Procedure and motions to dismiss as governed by Rule 12 of the Federal Rules of Civil Procedure. The decision of the Arbitrator(s) shall be final and binding on the parties and any award of the Arbitrator(s) may be entered and enforced as a final judgment in any state or federal court of competent jurisdiction in the United States. The parties agree that, in no event, shall the Arbitrator(s)' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement, any Promotional Program or applicable Business Rules. In furtherance (and without limitation) of the foregoing, any award made by the Arbitrator(s) shall be within the limitations set forth in Section 12. The parties further agree that the Arbitrator(s) may not award damages, injunctive relief or any other remedy to any person or legal entity who is not present at the Arbitration or who does not submit proof of any alleged damages at the Arbitration.

15.3.3 Arbitration Costs. The party(ies) determined by the Arbitrator(s) to be the prevailing party(ies) shall be entitled to recover from the non-prevailing party(ies) any and all costs and expenses arising from any Arbitration hereunder, including without limitation all costs of the record or transcripts thereof, if any, administrative fees, and all other fees involved (including but not limited to reasonable attorney fees of the prevailing party(ies)); provided, however, that such costs and expenses may otherwise be allocated in an equitable manner as determined by the Arbitrator(s).

15.3.4 Remedies for Non-Participation. The parties acknowledge and agree that: (i) in addition to (and without limitation of) the other provisions of this Section 15, each party is relying upon the provisions of this Section 15.3 to efficiently address and resolve any and all disputes, controversies and claims arising out of or relating to this Agreement and (ii) any failure or refusal by a party (the "Non-Participating Party") to: (a) pay any amount to the American Arbitration Association ("AAA") when due ("Arbitration Payment Default") or (b) otherwise participate in or attend an Arbitration that has been properly initiated pursuant to this Section 15 ("Other Arbitration Default") will cause substantial and irreparable harm and injury to the other party (the "Participating Party"), for which monetary damages alone would be an inadequate remedy, including without limitation the termination of arbitral proceedings by the AAA. Accordingly, each party agrees that, in the event of an Arbitration Payment Default or Other Arbitration Default (each a "Non-Participation Event"), the Participating Party shall have the right (but not the obligation), in addition to (and without limitation of) any other rights and remedies available to such party at law, in equity, under contract (including without limitation this Agreement) or otherwise (all of which are hereby expressly reserved), to obtain immediate relief from the Arbitrator(s) or a court of competent jurisdiction located in the State of Colorado, as delineated in Section 15.5 below, in each case in the form of specific performance and/or a preliminary or permanent injunction, whether prohibitive or mandatory, against any violation or threatened violation of this Section 15.3, and without the necessity of posting or filing a bond or other security to restrain the threatened or actual violation of this Section 15.3 by the Non-Participating Party. In addition to (and without limitation of) the foregoing, in the event of a Non-Participation Event, the Participating Party shall have the option, exercisable upon written notice to the Non-Participating Party, to have the underlying dispute, controversy or claim resolved solely and exclusively before a court of competent jurisdiction located in the State of Colorado, as delineated in Section 15.5 below. In the event that the Participating Party elects to resolve the underlying dispute, controversy or claim in court pursuant to this Section 15.3.4, the parties agree that the Non-Participating Party shall be deemed to have waived its right to pursue any affirmative claims or counterclaims in such court proceeding as fully participating in an Arbitration pursuant to this Section 15.3 is a condition precedent to recovery.

15.4 Exceptions. Notwithstanding the foregoing, any request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to mediation or arbitration and may be adjudicated solely and exclusively in the United States District Court for the District of Colorado or in the appropriate state court of competent jurisdiction located in Arapahoe County, Colorado pursuant to Section 15.5 below; provided, however, that nothing contained herein (excluding the provisions of Section 2.10, which shall apply in full force and effect) shall limit or restrict the rights of either party and/or any of its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party and/or any of its Affiliates for any violations of Section 2.2, 2.6, 2.7, 2.8, 3.12, 5, 6.10, 7.2, 7.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.8, 9.9, 11 or 14 or any provision of the Trademark License Agreement or any Other Agreement.

15.5 Choice of Law; Exclusive Jurisdiction. The relationship between the parties and their present and future Affiliates, including without limitation all disputes, controversies or claims, whether arising in contract, tort, under statute or otherwise, shall be

governed by and construed in accordance with the laws of the State of Colorado, applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law provisions. In the event that a lawsuit is brought for injunctive relief pursuant to Section 15.2, 15.3, or 15.4 above or as otherwise permitted in clause (C) of Section 15.2 or the penultimate sentence of Section 15.3.4, such lawsuit shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties and their present and future Affiliates consent to the *in personam* jurisdiction of the United States District Court for the District of Colorado and the appropriate State Court located in Arapahoe County, State of Colorado for the purposes set forth in this Section 15 and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. Section 1404 or 1406 (or any successor statute). In the event that the United States District Court for the District of Colorado does not have subject matter jurisdiction over any such matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

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

16. **INSURANCE.**

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

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

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

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

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

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

17. **MISCELLANEOUS.**

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

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

17.3 **Construction and Interpretation.** Retailer and EchoStar hereby represent, warrant, acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or the Business Rules, including without limitation any amendments hereto or thereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

17.5 **Entire Agreement.** This Agreement and the Business Rules constitute the entire agreement between the parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, no party shall be bound by any communications between them on the subject matter of this Agreement, unless such communication is: (i) in writing; (ii) bears a date contemporaneous with or subsequent to the Effective Date; and (iii) is signed by both parties to this Agreement. On the Effective Date, all prior agreements (except as set forth to the contrary in Section 2.10 and with further exception of the Business Rules and Other Agreements (including without limitation any previous "Exclusive Bounty Hunter Agreements")) or understandings between the parties shall be null and void. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Agreement. In addition to (and without limitation of) any provisions of this Agreement that expressly survive termination or expiration, any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances.

17.6 **Compliance with Laws.** Retailer hereby agrees to comply with, and hereby agrees that this Agreement is subject to, all applicable Laws in force or effect at any time during the Term of this Agreement.

17.7 **Force Majeure.** Notwithstanding anything set forth to the contrary in this Agreement, neither party shall be liable to the other party for its failure to fulfill any of its obligations hereunder if such failure is caused by or arises out of an act of force majeure including without limitation acts of God, war, riot, natural disaster, technical failure (including without limitation the failure of all or part of any communications satellite or transponders on which the Programming is delivered to DISH Network Subscribers, or of related uplinking or other equipment) or any other reason beyond the reasonable control of the party whose performance is prevented during the period of such occurrence.

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

17.9 **Records and Audit Rights.** During the Term of this Agreement and for a period of three (3) years thereafter, Retailer shall keep and maintain at its principal place of business complete and accurate records and books of account, as well as all documentation of all material processes and procedures, in connection with: (i) its performance under this Agreement, the Trademark License Agreement and any Other Agreement; (ii) the payment of Incentives and any other payments to Retailer and/or any of its Affiliates by EchoStar and/or any of its Affiliates; and (iii) all payments made by Retailer and/or any of its Affiliates to EchoStar and/or any of its Affiliates. Such books, records and documentation shall be in sufficient detail to show all information necessary to support any Retailer claim, request or entitlement of any nature from EchoStar and/or any of its Affiliates. EchoStar shall have the right, upon two (2) days prior written notice, to review, audit and make copies of Retailer's books, records and documentation for the purposes of: (a) determining Retailer's compliance with its duties and obligations under this Agreement, the Trademark License Agreement or any Other

Agreement; (b) determining Retailer's compliance with applicable Laws, including without limitation any telemarketing/do-not-call laws, spam laws, privacy laws, fair credit reporting laws or warranty laws; (c) investigating any claims against EchoStar and/or any of its Affiliates made by Retailer and/or any of its Affiliates; (d) investigating any Claims for which Retailer is obligated to indemnify the EchoStar Group pursuant to Section 13 hereof; and/or (e) verifying that Incentive payments and any and all other payments of any type made to Retailer and/or any of its Affiliates by EchoStar and/or any of its Affiliates are being properly calculated (an "Audit"). EchoStar shall be entitled to conduct an Audit regardless of the existence of any claim, dispute, controversy, mediation, arbitration or litigation between the parties. In the event that Retailer refuses to allow EchoStar to conduct an Audit, Retailer acknowledges that EchoStar shall be entitled to obtain immediate relief in the form of specific performance from either the panel of arbitrators (if arbitration has been commenced pursuant to Section 15 above) or a court located within the State of Colorado, as delineated in Section 15.5 of this Agreement. Any audit conducted by EchoStar shall be conducted by EchoStar or its representative(s) at Retailer's offices during normal business hours. If, during the course of an Audit, EchoStar uncovers that: (1) Retailer has failed to comply with any of its obligations under this Agreement, and/or (2) Retailer and/or any of its Affiliates has made a frivolous claim against EchoStar and/or any of its Affiliates, Retailer shall pay to EchoStar the costs and expenses incurred by EchoStar in connection with such Audit. If an Audit reveals that (A) Retailer and/or any of its Affiliates have underpaid EchoStar and/or any of its Affiliates, or (B) Retailer has miscalculated any item bearing upon the Incentives paid to Retailer resulting in an overpayment of Incentives by EchoStar and/or any of its Affiliates, Retailer agrees to repay to EchoStar the amount of any such underpayment or overpayment, as applicable, made together with interest thereon at the highest rate allowed by law, computed from the date of such underpayment or overpayment, as applicable; and pay all reasonable costs and expenses, including without limitation reasonable attorney fees and accountant fees incurred by EchoStar and/or any of its Affiliates in connection with an Audit and with enforcing the collection of such amounts. The provisions of this Section 17.9 are without prejudice to any other rights and remedies that EchoStar and/or any of its Affiliates may have under contract (including without limitation this Agreement), at law, in equity or otherwise (all of which are hereby expressly reserved), and shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

17.10 **Notices.**

17.10.1 **Notice to EchoStar.** Except as otherwise provided in Sections 15 and 17.19, all notices to be given to EchoStar pursuant to this Agreement shall be in writing, signed by Retailer, and sent by: (i) first class certified mail, postage prepaid; or (ii) overnight courier service, charges prepaid, to the following address(es) or such other address(es) as EchoStar may designate to Retailer at any time and from time to time in accordance with Section 17.10.2:

If by first class certified mail:

To EchoStar:	EchoStar Satellite L.L.C. Attn: Director of Retail Services P.O. Box 6627 Englewood, CO 80155
With a copy to:	David K. Moskowitz Executive Vice President, General Counsel and Secretary EchoStar Satellite L.L.C. P.O. Box 6655 Englewood, CO 80155

If by overnight courier service:

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

The receipt of such notice shall constitute the giving thereof.

17.10.2 **Notice to Retailer.** All notices to be given to Retailer pursuant to this Agreement shall be in writing and sent by: (i) first class certified mail, postage prepaid; (ii) overnight courier service, charges prepaid; (iii) facsimile transmission, to Retailer at the address listed on the first page of this Agreement or the fax number listed on the signature page of this Agreement, or such other address or other fax number as Retailer may designate in writing delivered to EchoStar in accordance with Section 17.10.1; or (iv) with the exception of notices given pursuant to Sections 10, 13 or 15, any method of mass communication reasonably directed to

EchoStar's retailer base, including, without limitation, facts blast, e-mail posting on EchoStar's retailer web site or broadcast on a "Retailer Chat". The sending of such notice with confirmation of successful receipt of the entire transmission (in the case of facsimile transmission), receipt of such notice (in the case of first class certified mail or overnight courier service), sending of such notice (in the case of e-mail), posting (in the case of EchoStar's retailer web site) or broadcast (in the case of Retailer Chats) shall constitute the giving thereof. It shall be Retailer's sole responsibility to keep itself informed of all notices, changes and other information set forth in any facts blast, e-mail, "Retailer Chat" or posting on EchoStar's retailer web site.

17.10.3 The provisions of this Section 17.10 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

17.11 **Attorney Fees.** In the event of any suit, action or arbitration between Retailer and/or any of its Affiliates, on the one hand, and EchoStar and/or any of its Affiliates, on the other hand, including but not limited to any and all suits, actions or arbitrations to enforce this Agreement, any Business Rules, any Promotional Program or any provisions hereof or thereof, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees, at arbitration, at trial and on appeal, in addition to (and without limitation of) all other sums allowed by law. The provisions of this Section 17.11 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

17.12 **Modifications.** Retailer acknowledges that EchoStar competes in the multi-channel video distribution market, which is highly competitive, fluid and volatile and that EchoStar must make changes to its marketing, promotion and sales of products and services from time to time to stay competitive. Therefore, Retailer agrees that EchoStar may, at Any Time in its Sole Discretion, change, alter, delete, add or otherwise modify Incentives, Incentive schedules, Incentive structures, Promotional Programs and/or Business Rules, payment terms, or the Chargeback rules associated therewith, upon notice to Retailer, without the need for any further consent, written or otherwise, from Retailer. IF ANY SUCH CHANGE, ALTERATION, DELETION, ADDITION OR OTHER MODIFICATION IS MATERIAL AND UNACCEPTABLE TO RETAILER, RETAILER'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. RETAILER'S CONTINUED PERFORMANCE UNDER THIS AGREEMENT FOLLOWING RECEIPT OF NOTICE OF A CHANGE, ALTERATION, DELETION, ADDITION OR OTHER MODIFICATION WILL CONSTITUTE RETAILER'S BINDING ACCEPTANCE OF THE CHANGE, ALTERATION, DELETION, ADDITION OR OTHER MODIFICATION.

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

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

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

17.16 **Consent to Receive Faxes.** Retailer hereby acknowledges that this Agreement serves as Retailer's express written consent to receive facsimile transmittals from EchoStar and its Affiliates, including without limitation facsimile transmittals which contain unsolicited advertisements. For the avoidance of doubt, such permitted facsimile transmittals from EchoStar or any of its Affiliates shall include, but not be limited to, information about the commercial availability or quality of products, goods or services; notices of conferences and seminars; and new product, programming or promotion announcements. This written consent shall include (without limitation) all facsimile transmittals regulated by future Federal Communications Commission action.

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

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

17.19 **Alteration of Terms and Conditions.** Retailer acknowledges and agrees that, because among other things EchoStar has thousands of authorized retailers, it is in each party's best interest to establish an orderly process for Retailer to propose additions, deletions, changes, alterations and/or other modifications to the terms and conditions set forth in this Agreement and for EchoStar to receive such proposals prior to the parties entering into an agreement. Therefore, Retailer further acknowledges and agrees that any additions, deletions, changes, alterations and/or other modifications to the terms and conditions of this Agreement proposed by Retailer must be sent to EchoStar solely and exclusively via an e-mail message addressed to proposedchanges@echostar.com with the subject line

"Proposed Changes to EchoStar Retailer Agreement" (a "Proposal") and that such Proposals must be received by EchoStar prior to Retailer executing this Agreement (whether via signature or electronic acceptance). RETAILER ACKNOWLEDGES AND AGREES THAT: (I) ANY AND ALL PROPOSALS RECEIVED BY ECHOSTAR AFTER RETAILER HAS EXECUTED THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT; AND (II) IN THE EVENT THAT RETAILER EXECUTES THIS AGREEMENT AFTER ECHOSTAR HAS RECEIVED ONE OR MORE PROPOSALS, ALL SUCH PROPOSALS SHALL BE DEEMED TO HAVE BEEN WITHDRAWN BY SUCH EXECUTION AND SHALL BE OF NO FURTHER FORCE OR EFFECT. Consequently, in the event that the following events occur in the following order: (a) EchoStar receives a Proposal from Retailer; (b) Retailer executes this Agreement (whether via signature or electronic acceptance); and (c) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the Proposal and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletions, changes, alterations or other modifications thereto. Further, in the event that the following events occur in the following order: (1) Retailer executes this Agreement (whether via signature or electronic acceptance); (2) EchoStar receives a Proposal from Retailer; and (3) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the Proposal shall be of no force or effect because it was submitted after Retailer executed this Agreement and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletions, changes, alterations or other modifications thereto. Further, in the event that the following events occur in the following order: (A) EchoStar receives a Proposal from Retailer; (B) Retailer executes this Agreement (whether via signature or electronic acceptance); (C) EchoStar receives a second Proposal from Retailer; and (D) EchoStar executes this Agreement, then Retailer acknowledges and agrees that the execution of this Agreement by Retailer withdrew the first Proposal and the second Proposal shall be of no force or effect because it was submitted after Retailer executed this Agreement, and Retailer and EchoStar will therefore have a binding agreement on the terms and conditions set forth herein, without any additions, deletions, changes, alterations or other modifications thereto. Retailer further acknowledges and agrees that a Proposal may only be accepted by EchoStar in a writing signed by an Executive Vice President of EchoStar (or his or her designee), which specifically acknowledges receipt of the applicable Proposal, includes the portion(s) of the Proposal that EchoStar is willing to accept, and expressly states that EchoStar has agreed to accept such portion(s) of the Proposal. Notwithstanding anything to the contrary set forth herein, EchoStar is under no obligation to receive, consider or accept any Proposals, and in the event that a Proposal received by EchoStar is not accepted in the manner provided in the immediately preceding sentence, then such Proposal shall automatically be deemed to have been rejected by EchoStar. For the avoidance of doubt, EchoStar has the right to not receive, consider or accept any Proposal and to reject any Proposal in its Sole Discretion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

RETAILER

Retailer Number: **821970**

Retailer Company Name: "
(please print)

Street Address: **9831 IRVINE CENTER DR**
(please print)

City, State, Zip Code: **IRVINE, CA 92618**
(please print)

Fax Number: **(949) 643-7173**
(for notice to Retailer pursuant to Section 17.10.2)

(please print)

By: _____
(signature)

Name (please print): **ALEX TEHRANCHI**

Title (please print): **PRESIDENT**

[SIGNATURE PAGE OF ECHOSTAR RETAILER AGREEMENT]

EXHIBIT A

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and effective as of the Effective Date, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("ESLLC"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and " ", having a place of business at **9831 IRVINE CENTER DR IRVINE, CA 92618** ("Licensee").

INTRODUCTION

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

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

WHEREAS, Licensee desires to be permitted to use the Trademarks (as defined below) in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. ESLLC and its Affiliates hereby grant to Licensee a non-exclusive, non-transferable, revocable license (the "License") to use the Trademarks during the term of this Agreement, and no other term or license whatsoever, solely to market, promote and solicit orders for Programming and the hardware necessary to receive such Programming ("Hardware") in its advertising and promotional materials and at its business locations.

(a) Licensee expressly recognizes and agrees that Licensee shall not, in whole or in part, modify, alter, supplement, delete or otherwise change any of the Trademarks (whether in typewritten, stylized or any other form) as provided to Licensee by ESLLC and/or any of its Affiliates, including without limitation through dissecting in any manner the form of stylized "I" in "DISH". Licensee shall have no right to use any logos, service marks or trademarks (whether in typewritten, stylized or any other form) of any programming providers (collectively, "Programmer Trademarks"), other than the Programmer Trademarks that are contained in the advertising and promotional material provided to Licensee by ESLLC and/or its Affiliates. No such materials shall indicate that any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distributorship exists between Licensee on the one hand, and ESLLC and/or its Affiliates on the other hand, unless ESLLC and/or its Affiliates on the one hand, and Licensee on the other hand, enter into a separate written agreement permitting Licensee to do so.

(b) Notwithstanding the above, Licensee shall provide to ESLLC, at least thirty (30) days prior to first use: (i) an example of any advertising or promotional materials in which Licensee intends to use any Trademarks or Programmer Trademarks (in each case whether in typewritten, stylized or any other form) which use has not, within the past twelve (12) months, been approved by ESLLC in exactly the manner intended for use and (ii) an example of any Trademark Paid Search Terms which have not been approved by ESLLC in exactly the manner intended for use by Licensee within the past twelve (12) months. ESLLC may reject and prohibit Licensee from using such materials or Trademark Paid Search Terms in its Sole Discretion. If Licensee is required to, but fails to provide ESLLC with proposed advertising or promotional materials or Trademark Paid Search Terms at least thirty (30) days prior to first use in compliance with the foregoing, ESLLC shall have just cause to immediately terminate this Agreement upon written notice to Licensee.

(c) For the purposes of this Agreement: (i) "Trademarks" shall mean (a) the trademarks, service marks and trade names of ESLLC and/or its Affiliates set forth in Exhibit 1 hereto and incorporated herein by reference in its entirety, as such exhibit may be modified at Any Time in EchoStar's Sole Discretion upon notice to Licensee and (b) such other trademarks, service marks and trade names of ESLLC and/or its Affiliates as may be set forth by ESLLC at Any Time in its Sole Discretion in applicable Business Rules which expressly permit their use by Licensee and (ii) "Trademark Paid Search Terms" shall mean any Internet search terms that (a) include any of the Trademarks and (b) for which Licensee has directly or indirectly made any payment or provided any other economic benefit of any type whatsoever to any person or entity other than ESLLC or any of its Affiliates in connection with the placement of any advertising or promotional materials or links thereto on an Internet website. Licensee acknowledges and agrees that ESLLC may, at Any Time in its Sole Discretion, change, alter, delete, add or otherwise modify Exhibit 1 hereto and/or any Business Rules otherwise applicable to any of the Trademarks, upon notice to Licensee, without the need for any consent, written or otherwise, from Licensee.

2. This Agreement is not intended, nor shall it be construed, as creating any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor, or as creating any obligation on the part of ESLLC to enter into any such agreement with Licensee. Further, this Agreement is not intended, nor shall it be construed, as providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by ESLLC. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales or solicitation of orders by Licensee of Programming, Hardware and/or any other products, programming and/or other services manufactured and/or distributed by ESLLC in association with the Trademarks shall inure to ESLLC's sole and exclusive benefit. This License shall be effective until terminated by either party in accordance with the terms and conditions of this Agreement, or until expiration or termination of the EchoStar Retailer Agreement to which this Agreement is attached (the "EchoStar Retailer Agreement") for any reason or no reason whatsoever.

3. Licensee agrees that all products and services promoted and/or rendered by Licensee in connection with any of the Trademarks, and all promotional and other uses of any of the Trademarks by Licensee in association with any Programming, Hardware and/or any other products and services offered by Licensee in connection with this Agreement and/or the EchoStar Retailer Agreement, shall be of a nature and quality that conforms to such standards as may be required by ESLLC from time to time in its Sole Discretion. Licensee acknowledges and agrees that ESLLC shall have the right (but not the obligation) to take any and all actions as may be determined by ESLLC at Any Time in its Sole Discretion to be necessary to ensure that the nature and quality of the services and/or products offered by Licensee in connection with any of the Trademarks, this Agreement and/or the EchoStar Retailer Agreement conform to, and are otherwise maintained at a level which reflects, the high standards of ESLLC and its Affiliates, including without limitation by directly or indirectly through its authorized representatives inspecting Licensee's use of the Trademarks in accordance with the audit provisions of the EchoStar Retailer Agreement.

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

5. Licensee expressly recognizes and acknowledges that this License, as well as any past use by Licensee of the Trademarks in any manner whatsoever (including but not limited to use on signs, on business cards, in advertisements or in Trademark Paid Search Terms) or in any form whatsoever (including but not limited to typewritten or stylized form), shall not confer upon Licensee any proprietary or other rights, title or interest in, to or under any of the Trademarks including, but not limited to, any existing or future goodwill in any of the Trademarks. Further, Licensee waives any and all past, present, or future claims it has or might have in the future in, to, or under any of the Trademarks (whether in typewritten, stylized or any other form) and acknowledges that as between ESLLC and its Affiliates on the one hand, and Licensee and its Affiliates on the other hand, ESLLC and its Affiliates have the exclusive rights to own and use the Trademarks (whether in typewritten, stylized or any other form), and that ESLLC and its Affiliates retain full ownership of the Trademarks (whether in typewritten, stylized or any other form) notwithstanding the License granted herein.

6. Licensee represents and warrants that Licensee has not previously reserved, filed or registered, and hereby agrees that Licensee shall not in the future, reserve, file, or register, any formative mark that contains or incorporates in whole or in part any of the Trademarks (whether in typewritten, stylized or any other form). In addition to (and without limitation of the foregoing), Licensee represents and warrants that Licensee has not previously registered, and hereby agrees that Licensee shall not in the future register, any domain name (i) which includes all or any portion of the Trademarks, (ii) which may otherwise be confusingly similar to all or any portion of the Trademarks, or (iii) for which such registration would not be in accordance with the Usage Standards (as defined below). In the event that Licensee (a) has previously reserved, filed or registered, or in the future reserves, files or registers, any such trademark or (b) has previously registered, or in the future registers, any domain name in each case in contravention of any of the foregoing, Licensee agrees to notify ESLLC immediately, and shall immediately upon the request of ESLLC, assign to ESLLC or its designated Affiliate any and all rights, title, and interests that are obtained through the reservation, filing, or registration of any such trademarks (whether in the U.S. or any foreign jurisdiction) or the registration of any such domain name, as applicable, and hereby acknowledges and agrees that any such reservation, filing, or registration, whenever occurring, shall be on behalf of and for the sole and exclusive benefit of ESLLC, and Licensee waives any and all claims or rights to any compensation whatsoever therefor. Licensee's obligations in this Section 6 shall survive the expiration or termination (for any reason or no reason whatsoever) of this Agreement indefinitely.

7. Licensee agrees not to hold itself out as DISH Network, ESLLC, any ESLLC Affiliate or any other related or affiliated entity. To avoid any confusion in this respect, Licensee agrees not to use either: (i) the formative "DISH" in combination with the formative "NET", or (ii) the formative "ECHO", as part of its business name. In addition to (and without limitation of any of) the foregoing, Licensee shall conform any and all use of the word mark "DISH" to such usage standards as may be set forth by ESLLC at Any Time in its Sole Discretion in applicable Business Rules ("Usage Standards"), including without limitation in connection with

Licensee's business name, any domain name registered by Licensee and/or any toll free or other phone number used by Licensee for any purpose whatsoever. Furthermore (and without limitation of any of the foregoing), Licensee agrees not to register any domain name which (a) contains either (1) the formative "DISH", in combination with the formative "NET", (2) the formative "ECHO", or (3) a misspelling of DISH Network (e.g., www.dishnetwork.com) or any other ESLLC mark, or (b) may otherwise be confusingly similar to any of the foregoing and/or any other domain name registered by ESLLC. Licensee further agrees to immediately transfer to ESLLC or its designated Affiliate, upon ESLLC's request, any domain names which it has registered in contravention of any of the provisions of this Agreement, any applicable Business Rules and/or the Usage Standards. In no event shall Licensee use any toll free or other phone number confusingly similar to DISH Network, any other Trademark, ESLLC, any ESLLC Affiliate or any other related or affiliated entity, and Licensee further agrees to immediately transfer to ESLLC or its designated Affiliate, upon ESLLC's request any and all of its rights, title and interest in, to and under any such phone number and any phone number otherwise used by Licensee in contravention of any of the provisions of this Agreement, applicable Business Rules and/or the Usage Standards. Licensee's failure to comply with the provisions of this Section 7 shall constitute a material breach of this Agreement. Upon request, Licensee shall provide ESLLC with a list of all domain names Licensee uses to market, promote or solicit orders for Programming, Hardware and/or any other services or products offered by ESLLC and/or its Affiliates.

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

9. (a) This Agreement shall continue for a period of time equal to the term of the EchoStar Retailer Agreement, unless terminated earlier for any reason provided herein. The provisions of this Agreement that expressly survive and such other rights and obligations hereunder as would logically be expected to survive expiration or termination of this Agreement shall continue in full force and effect for the period specified or for a reasonable period under the circumstances if no period is specified.

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

(c) This Agreement shall terminate automatically upon the expiration or termination of the EchoStar Retailer Agreement for any reason or no reason whatsoever and upon termination of any Other Agreement for any reason or no reason whatsoever, unless ESLLC notifies Licensee to the contrary in writing.

10. The relationship between the parties including without limitation all disputes, controversies and claims, whether arising under contract, in tort, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Colorado without giving any effect to its conflict of law provisions. Licensee and ESLLC acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11. Any and all disputes, controversies or claims arising out of, or in connection with, the interpretation, performance or nonperformance of this Agreement and any and all disputes, controversies or claims arising out of, or in connection with, transactions in any way related to this Agreement and/or the relationship for any reason whatsoever between the parties (including but not limited to the termination of this Agreement or the relationship and Licensee's rights thereunder or disputes under rights granted pursuant to statutes or common law, including without limitation those in the state in which Licensee is located) shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation, and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C.S. 1404 or 1406 (or any successor statute). In the event the United States District Court for the District of Colorado does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

12. Licensee agrees that any breach of its obligations under this Agreement will cause substantial and irreparable harm and injury to ESLLC for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Licensee agrees that ESLLC shall have the right, in addition to (and without limitation of) any other rights and

remedies available to ESLLC at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Licensee, its Affiliates, employees, independent contractors, subcontractors, agents or sub-agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 12 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

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

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

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

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

LICENSEE

Retailer Number: **821970**

Retailer Company Name: "
(please print)

Street Address: **9831 IRVINE CENTER DR**
(please print)

City, State, Zip Code: **IRVINE, CA 92618**
(please print)

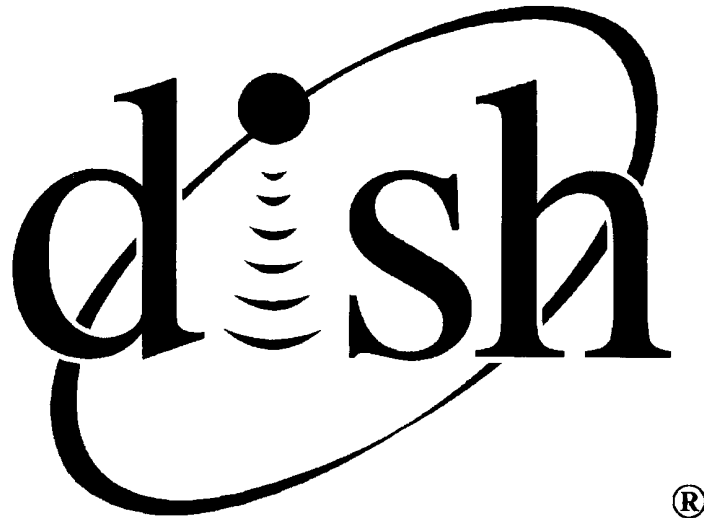
By: _____
(signature)

Name (please print): **ALEX TEHRANCHI**

Title (please print): **PRESIDENT**

[SIGNATURE PAGE OF TRADEMARK LICENSE AGREEMENT]

EXHIBIT 1 TO TRADEMARK LICENSE AGREEMENT





Sat System. Network

Disclosures

Now on the day of installation you will need to be present for the entire installation. You will also receive a 90 day installation warranty with that install from the date of installation.

There is a \$5.00 programming access fee that can be waived by having your receivers connected to a land-based phone line which the installers will take care of for you.

If you were to cancel before the 18 month contract is up you would be charged and early cancellation fee of \$13.33 per month you have left on your contract. You will also need to return the equipment within 30 days of canceling or an equipment charge will be assessed.

With this promotion you will be given the DHPP warranty for free which includes a free movers program, 24 hour tech support and replacement of remotes and receivers should they become needed.

There is a \$5.00 fee for processing late payments and a \$5.00 fee charged for anytime you drop or remove programming.

You must maintain a minimum programming package of Dish Family to continue with this promotion.

All payments for programming are non-refundable.

When you receive your first bill it will be for 2 months of service totaling _____. Then subtract the \$49.99 for the deposit that will be refunded and your total due on that bill will be _____.

Verify all of the customer's information i.e., Address, phone numbers, installation date!!!

Dish Network's customer service and tech support number is 1800 333-DISH(3474). If you have any questions or concerns you can contact a customer service rep 24 hours a day. Also my number and ext. here is 1800 338-3409 ext. _____. Thank you for your time and welcome to Dish Network.

Disclosures (cont.)

***For auto-pay only**

If you decide to keep the Auto-pay feature on your account, all future bills will automatically be presented to your card for payment on your billing due date.

In order for Dish Network to consider billing questions or honor automatic payment cancellation requests, you must contact Dish Network at 1-800-333-3474 at least 7 days prior to your billing due date to allow time for completion of your request.

Additionally, as a participant of our Auto-pay program you will be changed to paperless billing plan. The plan conveniently provides you with up to 12 months of your statements viewable on-line at www.dishnetwork.com or on DishHOME Channel 100.

Satellite System 3 Network

Dish Network Pitch

Hello! This is _____. I'm an account specialist, calling from Promotional Satellite Network in regards to your Directv service. Our records indicate that you've been with Directv for well over a year. You've completed your contract successfully and as a result, you are now entitled to a lower monthly payment and also a free DVR system upgrade. Are you familiar with what the DVR is? (Answer if NO; use real-life examples—pause, record, rewind, fast-forward live television) What I'm going to do now is see exactly how much we can save you on your monthly bill. First off, how many televisions are you running in the house at the moment? How much is your monthly bill as well? Do you have any movie packages at that rate? (Find the BEST programming package for the customer—ask which channels they watch, *if necessary*) Okay, I can definitely save you _____ a month on your bill, but first off let me explain a little bit more about the promotion and exactly what I do. We do promotions for both Directv and Dish Network and mainly what I do is call customers that are out of contract with Directv and tell them exactly what the competition is offering. Directv and Dish Network are fighting to secure new customers right now and by doing so, they are giving the world to their new customers and not doing too much for their existing customers other than slowly raising their bill, which I'm sure you're well aware of by now. So, this promotion is an offer from Dish Network which is going to lower your bill to \$_____ every month, also give you _____ more visual channels than what you are getting right now. You're also going to get a DVR system for two of your televisions, HBO and Cinemax free for the first 3 months and a free lifetime warranty on all of your equipment. So you can get a better idea of what these companies do for their new customers as oppose to their existing customers. Do you ever subscribe to a package called the NFL Sunday Ticket or MLB extra innings? The reason I ask is Directv recently spent 2 billion dollars securing the NFL Sunday Ticket and 750 million dollars securing the MLB Extra Innings package. Well only 15% of Directv's customers actually sign up for those 2 packages. Well guess what happens to the other 85%. They get price increases like the rest to help cover the cost of those 2 packages. So your basically paying for something you don't even subscribe to. Have you ever had Dish Network Services in the past? (if customer has had dish network in the past then the formers promotion would apply) The way it works is we'd have a professional installer come to your house and all he's going to do is swap out the old equipment and put in the new equipment. It's a very quick and painless process because all of the wiring is already run. He's going to make sure he gets a signal and after that the only one thing you have to do is call DIRECTV and tell them you want to cancel. You pay your satellite bill a month in advance so they will pro-rate the month for you and send you a refund check for any money they may owe you. So, what I can do now is set you up with an installation date and in most cases we can get out to you in the next couple days. It really depends on how your schedule is. *(Rebuttals for any possible objections. Take information i.e. address, phone number etc.)*

Now, there's a \$49.99 deposit, which locks in your equipment for the date of installation. You get that deposit refunded back to you on your first month's bill. So on your first month's bill you'll see a credit for \$49.99, which will go, towards your first month of service. We would take that deposit today and it's your choice of VISA, M/C, AMEX, or DISCOVER/novus. *(Answer objections)*

Now for qualification purposes I just need the last 4 of your social security number. (Hold for the number then continue) Your social security will be used to obtain a soft credit check, which is necessary to qualify you for this promotion, and will not be released to third parties.

(Continue completing the order and give the customer Account # and Payment Authorization # as well as redemption form instructions)

Now on the day of installation you will need to be present for the entire installation. You will also receive a 90 day installation warranty with that install from the date of installation.

There is a \$5.00 programming access fee that can be waived by having your receivers connected to a land-based phone line which the installers will take care of for you.

If you were to cancel before the 18 month contract is up you would be charged and early cancellation fee of \$13.33 per month you have left on your contract. You will also need to return the equipment within 30 days of canceling or an equipment charge will be assessed.

With this promotion you will be given the DHPP warranty for free which includes a free movers program, 24 hour tech support and replacement of remotes and receivers should they become needed.

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You must maintain a minimum programming package of Dish Family to continue with this promotion.

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Dish Network's customer service and tech support number is 1800 333-DISH(3474). If you have any questions or concerns you can contact a customer service rep 24 hours a day. Also my number and ext. here is 1800 338-3409 ext. _____. Thank you for your time and welcome to Dish Network.

EXHIBIT 690

EXHIBIT 690

JA014152
012885

TX 102-013414

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

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12/17/2007

Show Overview:

Krakauer

v.

Dish Network

1:14-CV-00333-CCE-JEP
DX-3

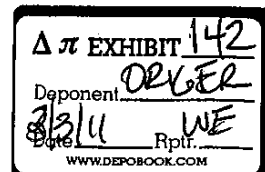
Time	Section	Title	Guest	Length
10:00	I	Open		2
10:02	II	Distant Networks		5
10:07	III	CES		8
10:15	IV	Programming		10
10:25	V	Q1 2007 – New Customer		15
10:40	VI	Marketing		10
10:50	VII	Q1 2007 – Existing Customer		10
11:00	VIII	DishNOW - Prepaid		5
11:05	IX	Team Summit		10
11:15	X	Erik - Reminder Email/Call		1
11:16	XI	Tech News	Leslie Harper	12
11:28	XII	Hardware		5
11:33	XIII	High-Speed Internet		10
11:43	XIV	Retail Services		5
11:45	XV	Jim – Escalating Issues		2
12:00	XVI	Q&A		15
12:10	XVII	Incentive Trip		10
12:12	XVIII	Closing Comments		2
12:14	XIX	Show ends		2

Gallery:

Row 1 - 1	Row 1 - 2	Row 1 - 3	Row 1 - 4	Row 1-5	Row 1 - 6
Robb Origer	Brian Neylon	Bobby Billman	Blake Van Ernst		Leanna Sultan
Director, Retail Services	VP, Sales	SVP, Marketing	Regional Director		VP, Customer Retention

Row 2 - 1	Row 2 - 2	Row 2 - 3	Row 2-4	Row 2-5
Jan Johnson	Wendy Ernst	Michael McKenna	Tammy Timmons	John Dee
General Manager, ETC	Service Manager	Director, Programming	Sr Product Manager, Product Marketing	Manager, Customer Retention

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Dish-00000376

JA014153
012886

EchoStar Script

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Retail Training and Communications

Page 2

12/17/2007

Roll Program Records
10:00 AM Mountain
December 20, 2006

10:00 I. Open (Jim DeFranco/Erik Carlson) Segment length = 2 min

Lower Third
Jim/Erik titles

Hello and Welcome to the Retailer Chat.

It is a New Year and one that really looks like it will be another great year to be a DISH Network Retailer.

February 1st and Q1 is just a few weeks away, and while we covered many of the Q1 changes during the December Chat, we want to make sure we review some of the key changes and also announce some additional changes Retailers and Customers will see starting February 1st.

In addition, we have many other important items to cover and since we realize that many of you are watching us during your work-day, we know that your time is valuable and we appreciate you taking the time out to watch the Chat.

So let's get to it.

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Dish-00000377

JA014154
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10:02

II. Distant Networks

Segment length = 5 min

It has been more than a month since we were forced to stop providing Distant Network programming to a number of our customers. We have continued to lobby and fight for the ability to provide this valuable service to our customers again, we have also been providing, with your help, a number of options for many of our customers.

A. Consumer Options – Include All American Direct

One option that has been widely successful for many customers is All American Direct.

- Consumers who live in one of the 33 markets where local channels are not available via satellite have a few available options so they can continue to receive their favorite network programming.

SLATE

All American Direct

- Customers can contact **All American Direct** at www.mydistantnetworks.com to see if they qualify for distant networks.
- **All American Direct** is entirely independent from DISH Network.
 - DISH Network does not have any information on consumer eligibility for distant networks through them.
 - Customers must qualify through All American Direct.

o All American Direct

- All American Direct has offered distant network channels for over 10 years, and now also provides distant network channels to DBS customers in all markets across the United States.
- Since All American Direct is entirely independent from DISH Network, we do not have any information on a consumer's eligibility for distant networks through them.

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Dish-00000378

JA014155
012888

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- Customers who have not already found a suitable solution for receiving network programming, should contact All American Direct by visiting their web site at www.mydistantnetworks.com to see if they are eligible to obtain distant network channels.
- Customers who qualify to receive distant network channels from All American Direct will be able to do so using the DISH Network equipment they already have in their home; no hardware upgrades are necessary.

SLATE

Request a Waiver from All American Direct

- Customers can go to www.mydistantnetworks.com and click on the words "Frequently Asked Questions" near the top of the screen.
- They can also click on waiverrequest@mydistantnetworks.com to send an email message to All American Direct.
 - o They should include their name, complete address, zip code, phone number and email address in the email message.

It is important to note that All American Direct does not simply turn on these channels for anyone that calls.

All customers who call All American Direct must go through the qualification process that all providers must go through.

Customers submit their address, at which time All American determines if the customer automatically qualifies for Distant Networks based on their proximity to an Over the Air tower or if they will need to submit waivers on behalf of the customer to get permission from their Local broadcasters.

Waivers

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Dish-00000379

JA014156
012889

EchoStar Script

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- While the law is very narrow in who is permitted to get distant network channels, many broadcasters provide them to consumers where hills, mountains or tall buildings cause poor reception.
- To request a waiver from All American Direct, go to www.mydistantnetworks.com and click on the words "Frequently Asked Questions" near the top of the screen.
- Customers can click on waiverrequest@mydistantnetworks.com to send an email message to All American Direct. They should include their name, complete address, zip code, phone number and email address in the email message, so All American Direct can process a waiver for them.

One segment of our Customers that has been impacted greatly by our forced stoppage of providing these Distant Networks are RV and Commercial Truck owners.

This group of Customers can not subscribe to Cable, since their work or lifestyle is not conducive to these fixed-location products.

We value these Customers, as we do all DISH Network Customers and want to ensure that they take the appropriate actions to work with All American Direct to restore their Distant Network programming.

SLATE

Recreational Vehicles

- All American Direct can also help customers fill out paperwork necessary to qualify for distant network channels in their recreational vehicles.

Dish-00000380

JA014157
012890

EchoStar Script

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Recreational Vehicles – All American can also help customers fill out paperwork necessary to qualify for distant network channels in their recreational vehicles.

Simply click on “Recreational Vehicle Request Form” near the bottom left of the www.mydistantnetworks.com web site to get the necessary forms.

Customers or Retailers looking for the most up-to-date information regarding Distant Networks can go to www.DISHNetwork.com and select the Distant Network subscribers link on the Home page.

SLATE



Dish-00000381

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012891

EchoStar Script

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Transition: Talking about features and benefits, Jim, we just got back from the Consumer Electronics Show in Las Vegas, where we made some exciting announcements for 2007 that Retailers and Customers alike can look forward to this year.

But before we recap our trip to CES, let me remind you that we will be taking your calls and emails during and at the end of the show, so call in or email your questions now so we can be sure to get to as many as possible live on air.

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Dish-00000382

JA014159
012892

EchoStar Script

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10:12

III.

CES

Segment length = 10 min

A. CES

Show Video footage of trade show floor and EchoStar booth

CES is without a doubt the largest trade show in the world devoted to consumer technology and digital entertainment and this year was CES's 40th anniversary.

It was held at the Las Vegas Convention Center, as well as at the Venetian, Sands and Hilton.

It was great seeing so many DISH Network Retailers, as well as a large number of DISH Network Customers there to chat with the experts and see what we are going to do next.

During the DISH Network Press Conference, Charlie Ergen and other top execs from DISH Network discussed some items that will have a major impact on our business.

SLATE

DISH Network at CES

- Free ViP622 DVR for New Customers in DHA
- New DishDVR Advantage package
- New Interactive features on DishHOME channel 100
 - DISH Racing Interactive and Cricket Interactive
- MobileDISH
- External Hard Drive

Among them were some exciting Interactive features we are working on, including DISH Racing Interactive for the "Go Fast, Turn Left" crowd and, for those of you wild about the flat bat and the wicket, Cricket Interactive is also on the horizon.

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Dish-00000383

JA014160
012893

EchoStar Script

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We also unveiled some fun, new products at CES. Those that attended saw first hand our plans to work with RaySat and other mobile antenna providers to offer MobileDISH in 2007. This innovation will allow DISH Network Customers to continue their viewing while driving in their SUV, RV or even Commercial Truck.

We will talk more about MobileDISH and the new Interactive applications in future Chats, as we get closer to the time the products are available.

One of the most popular areas of our booth this year was the External Hard Drive area.

While I don't want to spoil the surprise that Leslie Harper has for us in the Tech News segment, let's just say that all of us who are constantly filling up our DVRs with content for the entire family can now avoid the ritualistic deletion of our favorite shows to make room for new ones.

But by far the most exciting announcement at CES was not new hardware or even Interactive applications. It was the announcement that, effective February 1st, New DHA Customers will no longer have to pay an upgrade fee to get a ViP622 DVR receiver.

1. ViP622 DVR Receiver free under DHA!

SLATE

ViP622 DVR Receiver Free Under DHA – February 1, 2007

- First HD DVR receiver in the satellite industry to be offered without a mail-in rebate requirement or upfront cost to new subscribers.

This is the first HD DVR receiver in the satellite industry to be offered without a rebate or upfront cost to new subscribers!

EchoStar Script

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Combined with the DishDVR Advantage that we discussed during the last Chat and formally announced at CES, Retailers will have the very best tools for making all your sales goals in 2007.

We'll discuss both of these tools for sales growth in more detail later on in the show.

TRANSITION: CES was a great success – we exhibited at the largest consumer entertainment tradeshow in the world and made some great announcements regarding new and innovative technology and products and services. Now let's move on to some exciting Programming news.

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Dish-00000385

JA014162
012895

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10:07

IV. Programming

Segment length = 5 min

A. HD Launch

We continue to expand our HD Local offerings and will shortly launch Charlotte, N.C. on January 25th.

SLATE

CHARLOTTE, NC

HD CHANNELS - JANUARY 25, 2007

LOCAL STATION	AFFILIATE	CHANNEL	DISH CHANNEL
WSOC	ABC	9	6483
WBTW	CBS	3	6484
WCNC	NBC	36	6485
WCCB	FOX	18	6486

DISH 1000+

HD CHANNELS ARE IN ADDITION TO THE STANDARD DEFINITION CHANNELS THAT DISH NETWORK OFFERS IN THIS MARKET

Please note that these new channels will be broadcast from the 118.7 orbital location and customers wanting to view these channels as well as our full lineup of HD channels will need a DISH1000+ installed.

Retailers in the Charlotte DMA should reference the FSS Antenna Upgrade Business Rules located in the Business Rules section of the Retailer Care Site for complete details on upgrading your customers.

SLATE

The addition of Charlotte, N.C. brings us to 29 Markets, over 48% U.S. TV Households

HIGH DEFINITION LOCAL MAP

Transition:

Talking about features and benefits, Jim, Q1 is going to be loaded with them. Let's review some of the changes and show some examples.

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10:27

V. Q1 2007 – New Customer Promotions

Segment length = 15 min

Q1 2007 – Promotions, Packages and Pricing

During the December Chat, we covered the new package names and pricing as well as the extension of the Promotional programs.

SLATE

Q1 Highlights

- Name changes of core packages
- New DishDVR Advantage Package
- Price changes for America's Top programming and DishLATINO
- Premium movie channel price changes
- Promotional programs overview

These Highlights include:

- Name changes of core packages now better reflect the number of channels.
- New DishDVR Advantage Package
- Price changes for America's Top programming and DishLATINO
- Premium movie channel price changes
- Promotional programs, including all DHA varieties, Free For All, International, No Promo, as well as the \$100 Back Offer and \$100 HD Bonus Offer. Also, our pre-paid DishNOW! Program will continue, and both our high-speed Internet offerings (DISH Network DSL Sales, and DISH Network High-Speed Internet powered by WildBlue.

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Dish-00000387

JA014164
012897

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In addition to a Q1 Video that will be available later this week, we will be posting a new Job Aid that can be used as a quick reference guide to the changes that begin on February 1st.

Along with the Facts Blast, you should have all the tools you need to continue growing your business in 2007.

The bottom line is that there are some package name changes, package price changes and the New DishDVR Advantage that are new for Q1.

And of course the Free Upgrade to the ViP622 DVR for New DHA Customers.

Over the next two weeks, it is important that all Retailers and their staff review the video, as well as the Facts Blast that will follow this show and the Q1 Job Aid that will also be available this week.

We know that there are a lot of pieces to put together to get ready for Q1 on February 1st, so let's go an example of a typical customer.

Example:

Customer has three televisions, though none are HD at this time. His family enjoys movies and they express interest when the salesperson shows them the DVR.

The DishDVR Advantage was designed with just this type of family in mind.

The Customer will pay \$49.99 up front as their activation fee for DHA. By signing up for an 18-month commitment, they will get that \$49.99 back as a credit on their first bill.

In addition, they can take advantage of the \$100 Back offer by submitting the \$100 Back form along with their first bill. This will

EchoStar Script

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knock off \$10 from their bill for ten (10) months, once the form is received.

Since the family likes movies, they will be able to choose between Showtime and Starz, and get tons of movies free for 3 months. After that, they can decide to keep it, switch to another Premium package or downgrade from the movie package.

SLATE

Example:

3 TVs

Likes Movies

Interested in DVR

Benefits:

DHA-18 (\$49.99 Activation Fee back on first bill)

\$100 Back offer (10 monthly credits of \$10)

DishDVR Advantage (AT200) for extra savings

3 Months Free of Showtime or Starz

SLATE

Example

Customers Monthly Bill

DishDVR Advantage (AT200) = \$49.99*

3rd Tuner (311) = \$5

Showtime or Starz = \$12.99 (after 3 months Free)

Total Customer monthly Bill = \$67.98 (plus tax)

*DishDVR Advantage pricing includes phone line fee if customer maintains constant connection to live phone line.

Dish-00000389

JA014166
012899

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That's 200 of our best channels, a Dual-Tuner DVR and a Premium Movie package for under \$70 a month.

And if the Customer **DID** have an HD TV, the upfront cost would be the same (since ViP622 is now a Free Upgrade) and the monthly fee would be just \$20 more.

Again, for more explanation of the Q1 changes, please use the video on this channel available this week, the Facts Blast and the Q1 Job Aid.

TRANSITION: With all the announcements made for Q1 regarding new products and services, and with the new way we have positioned our entertainment packages and HD programming, let's now quickly go over some ways you can market them.

EchoStar Script

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10:42

VI. Q1 2007 – Marketing

Segment length = 10 min

A. Q1 2007 Marketing Materials

To support our Q1 2007 initiatives, we will begin sending Retailer Marketing Kits out the last week of January.

Materials will be available for purchase on DishSTUFF in early February.

SLATE

Picture of Kit

Available Late January

Show examples

Show examples Racing Materials

- The Roush Racing / DISH Network All-Star Racing Team Announcement Sheet includes an image of the DISH Network All-Star Team car, driver signatures, a brief bio of each of our drivers, and a schedule including the date, racing event location and driver for each of the NASCAR Bush Series and Nextel Cup Races that DISH All-Star Team will be racing at.
- The DISH All-Star Racing Counter Card also features our car.
- Remember, there are 75 million NASCAR fans in the U.S.! This is a great opportunity for us to attract attention and get the word out about the great value that DISH Network offers.
- The first race is quickly approaching – it will be on February 17, 2007 at Daytona Beach. #26 Mark Martin, our DISH All-Star Team driver, will be driving at this race.
- Look for additional materials coming in March 2007!

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Dish-00000391

JA014168
012901

EchoStar Script

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Show examples DishDVR Advantage Package Materials

- We have materials to support our new bundled package, DishDVR Advantage, including literature, banner and promotional poster that will also be included in the kits.

Show example

Literature (50/PKG) – This literature is a new 20-page format that answers many frequently-asked customer questions regarding DishDVR Advantage package, \$100 Back Offer, premium movie packages, New America's Top programming package names, DHPP, DishHD, DishLATINO, International Programming (DishInternational), DishHOME, DishFAMILY, and Frequently Asked Questions.

Show example DishHD Sales Guide

- The sales guide is intended to help you better explain HDTV and the benefits of DishHD. This 13-page brochure includes the following topics:
 - Selling HD: What's in it for me?
 - How do I explain HD technology?
 - What are the benefits of HD to customers?
 - What are the benefits of DishHD?
 - How do I sell DishHD?
 - Frequently Asked Questions.

Show examples Authorized Retailer Logo – Window Cling

- The Kit will also include an Authorized Retailer Logo window cling to Brand your storefront as the Local Expert.
- All Co-op eligible ads must contain the Logo as of January 1st, 2007

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- The DISH Network Authorized Logo will allow you to brand yourself within your local pay-TV marketplace
- It will also help you identify yourself as the Satellite TV Expert in your community

Show example DishSTUFF Info Sheet

- Every marketing kit also contains a DishSTUFF informational sheet that briefly reminds you how to access the site a features a few of our top-selling products including shirts, jacket, mug cup, pen and bag.

Show examples

Retailer Care Site – We also have advertising materials available on the Retailer Care Site, including HD and general-message ad slicks, direct mail pieces, and doorhangers. Each also has a variety of messages covering Dish**HD** or DishDVR Advantage bundled programming.

- Here's some of the messages:
 - **The 6 o'clock news. Now on at 7:34. DishDVR Advantage. It's About Time** – promotes the great benefits of our DVR receivers.
 - **DVRs come standard. DishDVR Advantage. It's About Time.**
 - **Catch everything. Miss nothing. DishDVR Advantage. It's About Time.**
 - **Saturday Night Live anytime you want it. DishDVR Advantage. It's About Time.**
 - **America's Largest High-Definition Lineup. DishHD. It's about time.**

Slate

Retailer Care Site Materials

Info Center→Sales and Marketing Tools→Advertising Materials→Q1 2007 Marketing Materials

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- We'll have even more ad slicks, direct mail pieces and doorhangers in the next few weeks, so look to the Retailer Care Site for additional messages and materials!

A. DishLATINO

We also have a ton of great materials to help Retailers market to Latino Customers.

SLATE

Lest take a look at the graphics

Slate tear pads

Slate Door Hangers

Slate Brochure

You can find all these materials in the Retailer Care Site as well

SLATE

Latino Marketing Materials

Info Center→

Programming→

DishLATINO→

Marketing & Advertising

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Transition: While that covers what we will be doing for New Customers in Q1, we have some great enhancements for our Existing Customers as well.

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Dish-00000395

JA014172
012905

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10:27

VII. Q1 2007 – Existing Customer Promotions Segment length = 15 min

One of the significant advantages of being a DISH Network Retailer is that you are able to participate in the promotions available for Existing Customers.

SLATE

Q1 Existing Customer Changes

DISH'n It Up Bonus Credit

DishMOVER Simplified

18 Month term commitments for all Existing Customer Promotions

So, while there are a number of changes, the core of our Existing promotions has remained relatively unchanged.

The bottom line is that we continue to offer our Existing Customers very inexpensive methods to upgrade their equipment and programming.

We are committed to providing all DISH Network Customers with superior value and customer service.

The first thing to note is that the DishDVR Advantage is available to Existing customers.

If the customer has a qualifying DVR (510, 942, 522, 625 or ViP622 DVR) they are encouraged to call DISH to request the DishDVR Advantage bundle.

They must call to request this, because in order to take part in the DishDVR Advantage, Existing customers must commit to an 18-month term agreement **OR** sign up for Credit Card Autopay or EFT.

Note: The EFT option is currently only available to Existing Customers.

The DishDVR Advantage is also an important tool to address any concerns customers raise about our 2007 price change.

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Dish-00000396

JA014173
012906

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If the customer already has an eligible fee-based DVR and subscribes to AT200, signing-up for the DishDVR Advantage will off-set the \$3.00 2007 price change and leave the customer with a complete package of services.

We have also adjusted our Existing Customer equipment upgrades to better suit and service our Customers.

1. DISH'n It Up

Beginning on February 1st, Customers taking part in the DISH'n It Up promotion may be eligible to receive a \$50 Bonus Credit on their upgrade price.

SLATE

DISH'n It Up Pricing – Effective February 1, 2007

	Plan A	Plan B	Plan C
1 TV (301/311/510/211)	Total: \$99 (\$49 w/Bonus Credit)	Total: \$129 (\$79 w/Bonus Credit)	Total: \$149 (\$99 w/ Bonus Credit)
2 TVs (522/625/322)	Total: \$119 (\$69 w/ Bonus Credit)	Total: \$149 (\$99 w/ Bonus Credit)	Total: \$169 (\$119 w/ Bonus Credit)
HD DVR (ViP622 DVR)	Total: \$149 (\$99 w/ Bonus Credit)	Total: \$179 (\$129 w/ Bonus Credit)	Total: \$199 (\$149 w/ Bonus Credit)

Here's what DISH'n It Up customer pricing will look like beginning February 1, 2007.

I know that many Retailers are saying to themselves that, after the rebate, this looks a lot like the current DISH'n It Up.

Those are some smart Retailers, because you are absolutely correct. While the bottom line price, after Bonus Credit, for the customer is

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the same for most customers, it puts more money in your pockets up front.

The use of Customer credits or rebates has worked extremely well during the current promotions, by helping to create a reduced price and increased overall value, we decided to integrate that same benefit into our Existing Customer promotions.

Now, Customers upgrading to an HD DVR or ViP622 DVR will see a price that's up to \$50 less than the current pricing, plus more customers can save with the \$50 Bonus Credit and the HD Bonus we offer today.

While we were not able to eliminate the upgrade fee like we did for New Customers, we have made the upgrade options far lower than any other provider in the industry.

Since customers can save three ways when upgrading to a ViP622 with the reduced up-front price, the \$50.00 Bonus Credit, and the HD Bonus, we will be changing our offer for current HD-DVR customers.

Specifically, the \$100 credit for HD receiver upgrades (upgrading from a 921 or 942 to ViP622 DVR) will run through January 31, 2007, ending when Q1 2007 begins February 1, 2007.

SLATE

Existing Customer \$50 Credit – February 1, 2007

- Up-grade under DISH'n It Up promotional program.
- Account active for 12+ consecutive months.
- Mail-in Redemption form provided:
 - In their billing statement
 - On the consumer web site, www.Dishnetwork.com
 - From the Retailer Care Site
- Customer must completely and correctly fill in the redemption form
 - Send in copy of billing statement
 - Takes 8-10 weeks for the \$50 credit to show up on the billing statement

- Mail-in Redemption form provided:
 - In their billing statement

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- On the consumer web site, www.Dishnetwork.com
- From the Retailer Care Site
- Customer must completely and correctly fill in the redemption form
- Send in copy of billing statement
- Takes 8-10 weeks for the \$50 credit to show up on the billing statement

*****This is the same redemption process that we use today for the \$100 Back and \$100 HD, just a different form.*****

2. DishMOVER

We're also making some small changes to DishMOVER.

The current 12-month term agreement will change to 18 months but all customers will continue to qualify for a free DishMOVER

SLATE

DishMOVER Changes – Existing Customer – February 1, 2007	
18-Month Term Agreement	No Commitment
\$0	\$99.95

Eligible Plan A DishMOVER customers can receive a \$25 DISH Dollar Coupon that they can apply to their billing statement for DISH Network services

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3. The 12-month term agreement will change to 18-months within Existing Customer Promotional Programs.

The commitment option within many existing customer promotional programs will change from a 12-month term agreement an 18-month term agreement.

Here's a list of which promotional programs will require an 18-month commitment (or already require an 18-month commitment) starting February 1, 2007.

SLATE

Existing Customer Promotional Programs

Term Agreement Will Now be 18 Months – February 1, 2007

- DISH'n It Up
- DishMOVER
- Additional Antenna (Existing Customers)
- DISH 500 / 1000 Upgrade
- FSS Antenna Upgrade
- Purchased Receiver Antenna Upgrade

3. Recap of Existing Customer Process – Workflow

While this seems like a lot of changes from the current processes, it is important to remember that the Existing Customer Lookup Tool, located in the Promotions Center, will provide you with all of the information that you need.

ECL Tool ScreenShot

SLATE

Dish-00000400

JA014177
012910

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After you enter in the Customers information, the Tool will tell you what promotions the Customer is eligible for as well as what specific plan they can participate in and the price of any upgrades.

SLATE

Sample ECLTool screen.

Use section zooms to highlight options/plans

When you are working with an Existing Customer, it is best to look them up within the ECL Tool before quoting pricing and options.

That way, you don't pitch them on the lowest plan and then find out that they qualify for a different option later.

TRANSITION: As you can see, there is a lot going on in 2007, and one thing that is sure to be a big part of everyone's success is the DishNOW product.

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Dish-00000402

JA014179
012912

EchoStar Script

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10:57

VII. DishNOW - Prepaid

Segment length = 10 min

A. Changes to Prepaid

With one full year under our belt with the DishNOW product, we are looking for 2007 to be the year that it really explodes.

We have gone through the way the DishNOW system works and the way Customers purchase their programming, however the new packages and pricing that will go into effect on February 1st will also be reflected in DishNOW.

SLATE

Old Pricing for \$30 and \$40 cards

SLATE

New Pricing for \$30 and \$40 cards

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Dish-00000403

JA014180
012913

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There is no change to International or Premium Movie pricing, nor is there a change to DishFAMILY, AT60 (now AT100) or DishLATINO, since these package prices were guaranteed until January 2008.

The DishLATINO Plus is also unchanged.

AT200, AT250, DishLATINO Dos and DishLATINO Max all saw a small price increase.

SLATE

DishNOW Opportunity

- Large Target Audience
- No Other Product Like It On The
- Easy To Sell
- No Chargebacks
- No Effects On CRP.

DishNOW, with programming and pricing options for every budget and consumer, is a vital addition to any Retailers sales arsenal.

Everyday, Customers that desperately want a source for great television programming are unable to get what they want because they have no credit, no bank account, no Social Security Number or just don't want the hassle of a monthly bill.

DishNOW is the solution that these people are looking for and if you DISH Network business is not providing it, someone else will.

And that Retailer will see their profits rise on this new business, as well as their traditional DISH Network Business.

Don't put it off any longer. Offer DishNOW today!

Contact your Hardware provider for more details.

10:57

IX. Team Summit 2007

Segment length = 10 min

1. Team Summit Overview

It has been more than two months since we really started talking about Team Summit 2007 in Dallas, Texas, but before you know it, we will all be headed to the Gaylord Texan for another fantastic Team Summit.

As you should already know, this year we will be in Dallas, Texas from May 3rd through the 6th for our 9th Annual Retailer Conference.

This year we have a lot of new and exciting stuff happening as well as some of your most favorite events and activities.

No other event offers so much for Attendees.

Lower Third – Simply Better Experience

Team Summit Attendees leave after a week of excitement and learning how to make their businesses more profitable and Simply Better.

Team Summit is an Experience and opportunity to network directly with leaders and innovators in the DBS industry.

Lower Third – Simply Better Support

Charlie, Jim, Myself (Erik) and over 400 DISH Network employees will be on hand to exchange ideas for strengthening your business and help you continue to succeed as DISH Network Retailers

In addition to the over 40 different Seminars offered this year, each focused on growing your business, you can interact with DISH Network Retailer support teams to help you understand the many facets of the business and help you take full advantage tools like Co-op marketing dollars and Retailer Support.

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Lower Third – Simply Better Technology

Retailers can get hands-on experience with EchoStar's latest and greatest products and services, all while interacting with the men and women that create and support these items.

Lower Third – Simply Better Programming

Attendees have the opportunity to see and hear first hand about the many upcoming programming additions, strategies and tactics from the Marketing and Programming teams that, with your help, will take them to the DISH Network Customers in 2007.

And we can't forget about the Entertainment.

Lower Third – Simply Better Entertainment

Team Summit may be about growing your business and being more profitable, but let's face it, it's also about having fun with 2500 of your closest friends!

With past performances by Rascal Flatts, Reba McEntyre, Jay Leno and Dennis Miller, this year promises to be another blowout bash.

2. Entertainment

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Dish-00000406

JA014183
012916

EchoStar Script

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And to whet your appetite for this years exciting entertainment, we are happy to be able to tell you that Huey Lewis and the News will be performing at this years Team Summit.

VTR of Talent if possible

Huey Lewis and the News was a staple of 80s music with hits such as "The Heart of Rock and Roll" and "The Power of Love" which was written for the movie "Back to the Future."

Huey Lewis and News is just the beginning of a number of great acts attendees will be able to see during Team Summit this year.

There will be even more great activities and entertainment this May, so stay tuned for more "News" as we get it.

3. Registration

We spoke on previous Chats about Early Registration and we are very excited at the large number of Retailers took advantage of the Early Registration window that ended at Midnight on December 31st.

We had a number of Retailers just make it in under the wire, and were able to reap the rewards.

Those that made it in under the deadline have received or will receive the exclusive benefits like Pre Seating for all Assemblies, \$500 in Co-op to use on Marketing after Summit and a Special Pre-Summit Commemorative Gift.

You may also remember that we told you about a drawing for 10 lucky attendees that made it into Early Registration.

We have taken the list of those registered before midnight on December 31st and randomly selected 10 people that will receive a one-of-a-kind DISH Network Letter Jacket signed by Jim and Charlie.

SLATE

Picture of Jacket

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We will be notifying the 10 winners later this week to give them the great news.

All Attendees that Registered Early will also be receiving a Team Summit 2007 packet in the mail prior to coming to Dallas.

This packet will include:

- Travel info to get you to the Gaylord if you are driving in to Dallas.
- Round Trip shuttle voucher to get you to the Gaylord if you are flying in to Dallas.
- A Limited Edition Team Summit Commemorative Gift.
- And other Team Summit information to make your experience simple and easy.

For those of you that were not able to get registered in time for these benefits, don't worry.

There is still plenty of time to complete your registration and still get some amazing extra perks.

SLATE

Team Summit Registration:

Early Registration – Ended December 31st

Regular Registration – January 1st thru March 15th

Late (on-site) Registration – March 16th – May 6th

The Registration Fee for each person attending is now \$250, which is that same as our Early Registration Fee last year!

And don't forget, all Summit Advantage Retailers will receive a \$250 registration refund for attending.

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And to continue with the Fun, Free benefits for Registering, we will be holding another drawing at the end of January for 1 of 10 autographed hats by NASCAR superstar Greg Biffle.

Every attendee that is registered by midnight, January 31st will be entered into the drawing.

That includes everyone that got in during Early Registration as well.

Lower Third – Monthly Drawings

We will be holding one of these drawings each month up until Team Summit in May, so the earlier you register, the more chances you have to win!

2. TRAINING SEMINARS

While gifts, prizes and other give-aways are one of the perks of coming to Team Summit, few of them have the opportunity to actually make you money.

This is not the case with the very best Free item at Team Summit, the Seminars.

Note:

Seminar Details:

Total Seminars = Over 400

Total Seminar Topics = 43 (the most ever)

Total Seminars with Computer Labs = 3 (the most ever)

Additional Hands On Training (One scheduled) (first ever)

As a Team Summit attendee, you have the opportunity to attend as many as 14 Seminars and learn countless things that you can apply to your business or your job that can make you more efficient, profitable and successful.

Once you have gotten registered for Team Summit, take some time and review the Seminars that are available. Take a look at those that best fit your role in the company and your level of experience.

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Tips for picking out Seminars

- Choose only those that interest you
- Save time for other activities (Tradeshow, networking, etc)
- Spread your attendees over a range of Seminars

While you have the opportunity to take 14 Seminars, it may be more realistic for you to take 6-8 of the seminars that you would most benefit from and spend the other times in the Trade Show or talking to other Retailers or Echostar Staff.

Your Hardware provider can help you and those employees who are attending, register for those Seminars that will benefit you most.

We have posted a Job Aid to the Retailer Care Site that details each Seminar that is offered as well as one that provides recommendations for Seminars, based on your role within your company.

So don't wait. Register right away for the First and Best Retailer conference in the industry. You won't regret it.

The link for Registration is posted in the Business Center Utilities tab of the Retailer Care Site.

SLATE

Dish-00000410

JA014187
012920

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11:07

X. Email/Call in Reminder

Segment length = 1 min

Erik

Lower Third: Phone and Email

Before we move the Chat along, we want to remind you to call or email in your questions so that we can address your concerns at the end of the show.

Every call or email that comes to us, regardless of whether it makes it on the live show, will be answered and addressed to help resolve whatever question or issue you may have.

Call the number on the bottom of your screen or email us your questions to dishchat@echostar.com. This email box is monitored each and every day, so send us your comments, questions or feedback anytime.

EchoStar Script

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11:08

XI. Tech News

Segment length = 5 min

Leslie Harper

Lower Third:

- A. DishONLINE
- B. External Hard Drive
- C. DISH Pass
- D. DISH on Demand

Transition: Leslie – Thank you.

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Dish-00000412

JA014189
012922

EchoStar Script

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12/17/2007

11:13

XII. Hardware

Segment length = 5 min

Approved Accessories List - Reminder

- Last January, we started to talk about approved parts and the importance of using the proper parts in DISH Network Installations.
- We all have an interest in keeping long-term customers and as we've talked about previously, there is a significant difference in the quality of the accessories needed in our installations compared to our satellite and cable competition. Failure to use these accessories has a direct impact on customer satisfaction and customer retention.

SLATE

Approved Accessories List

- Posted on the Retailer Care Site → Info Center → Hot Topics
 - Separates parts into "master categories"
 - Identifies the process to request that an item be reviewed for consideration as an approved accessory
 - Defines that these accessories as being "required from the antenna to the receiver"

- Approved Accessories List is posted on the Retailer Care Site → Info Center → Hot Topics
 - Separates parts into "master categories"
 - Identifies the process to request that an item be reviewed for consideration as an approved accessory
 - Defines that these accessories as being "required from the antenna to the receiver"
- In May, we adjusted our Business Rules to require that "approved" or "acceptable" accessories be used in installations going forward.

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- We outlined that the chargeback for failure to use these items in an installation would be the chargeback of the primary residential activation payment.

- This is posted as part of the Installation Requirements in the Incentive Payment Structure Business rules posted on the Retailer Care Site → Info Center → Retailer Services and Business Tools → BUSINESS RULES → Incentive Payment Structure Business Rules.

EchoStar has been performing a small number of QA analysis jobs. This program will be expanded in 2007 to give them the opportunity to complete more QA work to ensure that the physical installation was completed properly and that the installation utilized "approved accessories."

As Echostar performs Quality Assurance inspections – in the event that we uncover installations using parts not on an approved list:

We will notify you of the substandard installation and identified part(s) so that you can remedy the installation.

Will we create a Service Request – Category: New Subscriber Activations - and send to the principal in your organization.

We will include account #, date of installation, the date of inspection, and the identified part(s).

In addition to the notification, a chargeback of at least \$100, possibly up to the full Primary Incentive, will be applied to the failed account.

SLATE

Approved Parts -- Quality Assurance Inspection

- Notification of Failed Inspections
 - SR – New Subscriber Activations
- Contact the Customer to Arrange for Correction
- \$100 or more Penalty Applied on Future Incentive Payment Deposit

EchoStar Script

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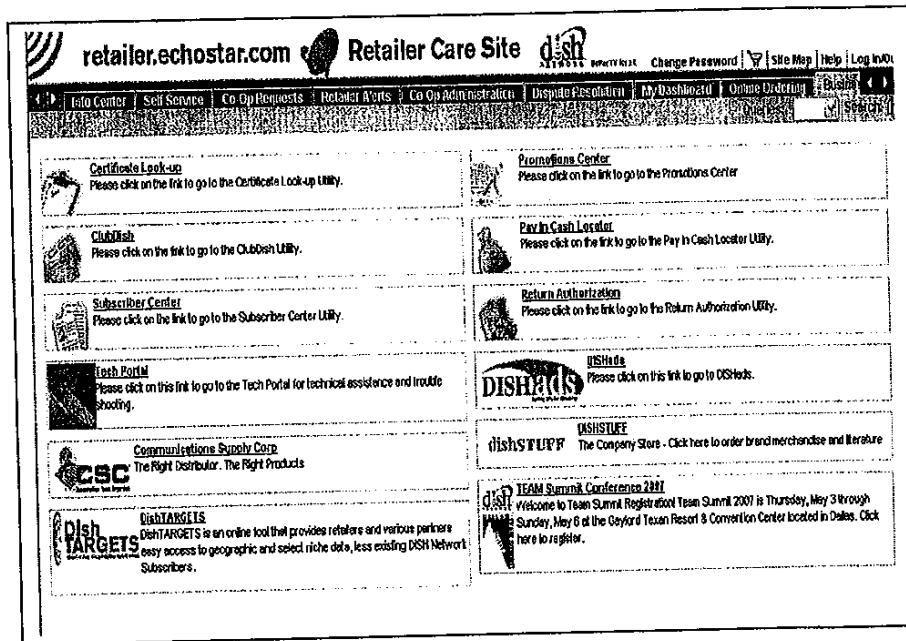
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If you purchase your equipment through Echosphere, Communications Supply Corp. (CSC) and our Authorized Distributors are sources for Approved Accessories.

There is a link to CSC located on the Retailer Care Site in the Business Center Utilities tab, on the lower left side of the page, which contains all of the contact information for CSC.

SLATE



If you purchase your equipment through an Authorized Distributor, please contact them to fulfill your approved accessories needs.

A EchoStar Quality Assurance Verification of Approved Parts Job Aid will be posted today to the Info Center→ Hot Topics→ Job Aids section of the Retailer Care Site.

D1000 Update:

As we discussed in the last chat, we expect to release D1000.2 equipment on the last week of the month. We will continue with our standard D1000 reimbursement until February 14th. We will put the new D1000.2 pricing and reimbursement that we showed last time in the Facts Blast. If you have any questions, please contact your hardware provider.

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A. DISH 1000.2 Antenna – Planned to Launch Around the last week in January

- Dish 1000 and Dish 1000.2 antennas both look at the 110°, 119°, and 129° orbital slots.
- But please note that both the antennas and LNBF's are different and not interchangeable.
- The Dish 1000.2 has a new LNBF which allows it to look at three orbital locations (110°/119°/129°), output to three receivers (up to six tuners), and it also has an input for a fourth orbital location (61.5 or 148) without need for a switch.

SLATE

DISH 1000.2 Prices:

<u>Part Number</u>	<u>Part</u>	<u>Price</u>
143897	All in One DISH 1000.2	\$26.00
145511	DISH Pro Plus 1000.2 LNBF	\$38.00
143897 + 145511	All in One Kit (DISH 1000.2)	\$64.00
150612	DISH 1000.2 Reflectors (10 pack)	\$60.00
150613	Mast/Foot D1000.2 (10 pack)	\$60.00
150614	Backing Structure / Hardware Pack (10 pack)	\$80.00
150615	Bracket D1000.2 (10 pack)	\$10.00
150648	Minibulk DISH 1000.2 (10 pack)	\$590.00

- Effective on or around the third week in January, you will be able to purchase the DISH 1000.2 from your distributor or Echosphere location. The cost will be the same as the current price of a DISH 1000 antenna.

SLATE

Switch Equipment Reimbursements

<u>D1000.2</u>	<u># of Receivers</u>	<u>Orbital Locations</u>			
		1	2	3	4
	1	N/A	N/A	\$0	\$0
	2	N/A	N/A	\$0	\$0
	3	N/A	N/A	\$0	\$0
	4	N/A	N/A	\$159	\$159

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- We are going to change equipment reimbursements.
- These changes will only affect DISH 1000 installations, not DISH 500, DISH 500+, or D1000+ installations.
- The largest change will be that we will no longer reimburse the \$49 switch payment when installing a DISH 1000.2 on 3 receivers since the LNBF has a 3rd output.
- We will reimburse the DP Plus 44 switch at \$159 when installing a DISH 1000.2 with 4 receivers under the DHA promotion within the 129° footprint.
- Continue to install a DISH 500 when two orbital locations (110°/119°), regardless of the number of receivers and when you install 3 or more receivers you will receive the 3:4 switch reimbursement.
- Existing customers, if they already have a DISH 1000 or Wing pointed to 129° you will not need to upgrade to DISH 1000.2.
- Economics for existing customers will remain constant with new customer changes effective February 14, 2007.

SLATE

Equipment Reimbursements Changes

- These changes will only affect DISH 1000.
- No longer reimburse the \$49 switch payment when installing a DISH 1000.2 on 3 receivers
- We will reimburse the DPP44 switch at \$159 when installing a DISH 1000.2 with 4 receivers within the 129 footprint.

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SLATE

Equipment Reimbursements Changes

- Continue to install a DISH 500 for two orbital locations (110°/119°), regardless of the number of receivers
 - When you install 3 or more receivers, you will receive the DP34 switch reimbursement.
- If an existing customer already has a DISH 1000 or Wing antenna pointed to 129°, they will not need DISH 1000.2.
- Economics for existing customers will not change.

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10:57

XIII. High-Speed Internet

Segment length = 10 min

The Pay TV marketplace has become increasingly competitive in recent years, and this year looks to be just as competitive.

With Cable Companies entering the internet and phone market and Phone and Internet Companies entering the Television market, bundled offers are becoming more and more prevalent.

That is why it is so important to discuss and offer High-Speed Internet to every Customer.

Lower Third – Offer Internet on Every Sale

Customers living in areas where DSL is available should be run through the DISH Network DSL Sales Portal. If DSL is available in their area, then you will be able to offer the most competitive DSL Internet offer that they can get.

If your Customer lives in an area where DSL is not an option, then DISH Network High-Speed Internet Powered by WildBlue could be one of their only options for High Speed Internet.

Lower Third – Single Bill for WildBlue

One of the advantages of DISH Network High-Speed Internet Powered by WildBlue is that customers will receive a single bill from DISH Network for both Internet and Video Services.

So make it your New Year's Resolution to discuss and offer Internet on each and every sale in 2007.

WildBlue Showroom Accounts

In order to sell a product to a customer, you have to be able to demonstrate just how great the product is.

DISH Network High-Speed Internet Powered by WildBlue is no exception.

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

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12/17/2007

Retailers that sell and install DISH Network High-Speed Internet Powered by WildBlue can now activate a Showroom Account to better display this product.

Retailers wanting to activate their DISH Network High-Speed Internet Powered by WildBlue Showroom Account can do so by using the Self Service tab of the Retailer Care Site.

Slate

DISH Network High-Speed Internet Powered by WildBlue Showroom Accounts

Service Request

Category – VRU/Showroom

Sub-Category – Showroom Activation

WildBlue Platinum Service

\$400 annually

\$550 savings off of regular price!

A Service Request with the Category – VRU/Showroom and Sub-Category – Showroom Activation should be created for the new account.

It is important to include the Modem and Tria number on the Service Request as well as the DISH Network High-Speed Internet Powered by WildBlue Installer Certification number.

The Showroom Account is \$400 annually for the WildBlue Platinum Account.

That is a savings of more than \$550 off the regular price!

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

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12/17/2007

11:18

XIV. Retail Services

Segment length = 10 min

1. Retailer Training Seminars

We talked earlier in the show about the huge benefit of attending the Seminars at Team Summit.

Because once a year is not often enough to learn everything that you need to know as we make improvements to promotions and products throughout the year.

With that said, our Hardware Providers are an unbelievable resource for you, the Retailer.

Beginning in February, Echosphere and our Distributors will be holding Retailer Training Seminars throughout the country.

While Echosphere has been running these Seminars in the Spring and Fall each year for the past 5 years, this year, the Seminars have been overhauled to include fresh, new material that is designed to help you grow your business and become more successful.

The dates and locations of these seminars are being finalized now and a schedule will be posted to the Retailer Care Site this week. It will be updated as more dates are added.

SLATE

Regional Echosphere and Distributor Training

Retailer Care Site →

Info Center →

Retailer Services and Business Tools →

Retailer Event Schedule

2. TCPA -Telemarketing

- 46 -

Dish-00000421

JA014198
012931

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

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12/17/2007

SLATE

Telemarketing DISH Network

- Follow all Local, State and Federal Telemarketing laws
 - Understand the "No-Call" Rules
 - Do not represent yourself or your company as DISH Network or a DISH Network employee
 - Use "Authorized DISH Network Retailer" branding
- We would like to remind you of EchoStar's policy on telemarketing. Your Retailer Agreement prohibits you from violating any applicable laws, including without limitation in connection with the telemarketing of DISH Network products and services.
 - Authorized Retailers who engage in telemarketing should familiarize themselves with applicable federal, state, local and other laws, including without limitation state "No-Call" statutes and Telephone Consumer Protection Acts.
 - Additionally, your Retailer Agreement provides that your relationship with EchoStar is that of an independent contractor. Retailers are not agents or employees of EchoStar and should not represent that they are agents or employees of EchoStar at any time and for any reason, including without limitation in connection with telemarketing activities.
 - For example, a statement by a phone solicitor that they are calling "on behalf of DISH Network" constitutes a breach of your Retailer Agreement and Trademark License Agreement.
 - EchoStar takes telemarketing violations very seriously. We work with law enforcement officials at all levels to identify those in violation of this policy.
 - Failure to comply with applicable laws could, among other things, lead to the termination of your Retailer Agreement, subject you to criminal and civil liability, and obligate you to defend and indemnify EchoStar in any civil or criminal lawsuit brought against EchoStar in connection with such activities.

SLATE

To report any such activities, please email all pertinent information to

Dish-00000422

JA014199
012932

EchoStar Script

Retailer Chat: 1/16/07

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12/17/2007

- To report any such activities, please email all pertinent information to vendorinquiries@echostar.com.

B. Customer Flipping

Since it is a new year and many of you have recently completed the new Retailer Agreement, we wanted to take a minute and remind everyone that that it is against the DISH Network retailer agreement to flip a customer away from DISH Network and it is something that we take very seriously.

While we know that the past couple of months have been challenging, with Distant Locals being removed and a price increase coming up, there is no excuse for converting DISH Network Customers to another product.

DISH Network service continues to be the Low Price Leader in the Pay TV industry and we have gone over the multitude of options for Customers that lost their Distant Networks.

If we find that a Retailer has made the decision to go against this policy, we will take appropriate actions to stop this from occurring.

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

Page 49

12/17/2007

11:23

XV. Escalating Any Issue

Segment length = 2 min

Jim

A. How to escalate any issue that Retailers have in their day-to-day business.

Hardware purchases – Contact Echosphere Regional Director or Distributor

New Ideas - Contact Echosphere Regional Director or Distributor

Emails – if you send me an e-mail, please identify yourself

- Retailer Name and Contact Name
- Who do you purchase your hardware from
- Phone Number
- Please detail the issue and who you have already worked with on a solution
 - o Be specific. Department name is not as helpful as the specific person in the department that you have spoken to.

SLATE

Echosphere contact information

Retailer Care Site→ Info Center→Retailer
Communications→Important Contact Information

Echosphere contact information is on the Retailer Care Site→ Info Center→Retailer Communications→Important Contact Information as well as being scrolled at the end of the show.

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

Page 50

12/17/2007

11:25

XVI Q & A

Segment length = 15 min

Okay, we have covered a lot of topics and material today, so let's take a couple of calls and emails.

Remember, if we are not able to get to your call live on the show, please leave your information so that we can address your question appropriately.

- 50 -

Dish-00000425

JA014202
012935

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

Page 51

12/17/2007

11:40 XVII 2007 Incentive Trip

Segment length = 10 min

Jim/Erik

A. 2007 Retailer Incentive Trip

The contest has ended, and now we would like to announce the winners of the 2007 Retailer Incentive Trip who will be going to the Four Seasons resort in Punta Mita, Mexico!

Here's a quick review what the winners will enjoy:

SLATE 1-6

PUNTA MITA PICS

- Located 26 miles from Puerto Vallarta, Punta Mita offers white-sand beaches edged by clear blue water, and boasts the best diving and snorkeling along the Banderas Bay coastline.
- DISH Network guests will stay in tile-roofed Mexican-style casitas set along the coast and can enjoy beachfront dining.
- Guests can also participate in deep sea fishing, seasonal whale watching, a round of golf at the Jack Nicklaus ocean-side course, a relaxing afternoon at the spa and a variety of other recreational activities.

SLATE

2007 RETAILER INCENTIVE TRIP

THE FOUR SEASONS RESORT IN PUNTA MITA,
MEXICO

APRIL 15 – APRIL 20, 2007

CONTEST PERIOD WAS

DECEMBER 1, 2005 THROUGH NOVEMBER 30, 2006

Now, we'll announce the winners!

1) **Top 75 Retailers.**

- 51 -

Dish-00000426

JA014203
012936

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

Page 52

12/17/2007

We have the Top seventy-five (75) Retailers with the most activations.
Who won the 2007 Retailer Incentive Trip.

Their names along with the names of the other Retailers who won within
other categories will be scrolled at the end of this Chat.

SLATE

SEVEN WAYS TO BE A WINNER FOR THE 2007 RETAILER INCENTIVE TRIP

- 1.) TOP 75 RETAILERS
- 2.) ANNUAL RANDOM RETAILERS (4)
- 3.) RANDOM SUMMIT ADVANTAGE RETAILERS (4)
- 4.) CUSTOMER RETENTION INDEX RETAILERS (4)
- 5.) PERIODICAL RANDOM RETAILERS (9)
- 6.) LONG TERM RETAILERS (4)
- 7.) TEAM SUMMIT RETAILER (1)

2) Annual Random Retailers

We drew the names of four (4) Retailers who won in this category.

3) Random Summit Advantage Retailers

We drew the names of four (4) Retailers who, as of November 30, 2006,
qualify as Summit Elite Retailers or Summit Premier Retailers.

4) Customer Retention Index Retailers

- 52 -

Dish-00000427

JA014204
012937

EchoStar Script

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Retail Training and Communications

Page 53

12/17/2007

We are awarding a trip to the four (4) participating Retailers with the best customer retention index deployed and effective as of November 30, 2006.

5) Periodical Random Retailers

We drew the names of nine (9) participating Retailers in total for the year, here are the names of the last three (3).

6) Long Term Retailers

We drew the names of four (4) participating Retailers who have the following requirements:

- Retailer must have been an authorized DISH Network Retailer on or before 12/31/2001.
- Have activated a minimum of 600 residential subscriber accounts from such Retailer's date of inception as an authorized DISH Network retailer through November 30, 2006.

7) Team Summit Retailer

Echostar awarded one (1) prize to a participating Retailer who attended the 2006 DISH Network Team Summit and activated no less than fifty (50) eligible new residential subscriber accounts.

B. Announcement of new 2008 Retailer Incentive Trip

And now we would like to announce the new 2008 Retailer Incentive Trip. Winners of this will enjoy a trip to . . .Alaska!

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

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12/17/2007

In 2008, we will be taking an Alaskan Cruise.

Cruise Video

All activations, starting on December 1st, 2006, will go towards each of the different chances to win your place on the Incentive Trip.

As usual, there will be lots of ways to win, so stay tuned for more details coming up on future Chats.

SLATE 1-6

NEW TRIP

11:50

XVIII. Closing Comments

Segment length = 2 min

A. Replays of the Chat will begin immediately following the Live broadcast on Channel 999.

B. Upcoming Shows

- 54 -

Dish-00000429

JA014206
012939

EchoStar Script

Retailer Chat: 1/16/07

Retail Training and Communications

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12/17/2007

SLATE

Next DishLATINO Retailer Chat
Thursday
February XX, 2007
12 Noon ET
Channel 999

SLATE

Tech Forum
Monday
March XX, 2007
9 PM ET
Channel 101

SLATE

Next Retailer Chat
Tuesday
February 13, 2007
12 Noon ET
Channel 999

SLATE

Next Charlie Chat
Monday
March XX, 2007

11:52

XIX. Close Show

Segment length = 2 min

*Scroll Names of All Retailer Winners of the 2007
Incentive Trip*

- 55 -

Dish-00000430

JA014207
012940

EXHIBIT 691

EXHIBIT 691

importantnotice



PossibleNOW Grace Period Ended September 30, 2008!

October 10, 2008

Dear DISH Network® Retailer,

Krakauer
v.
Dish Network
1:14-CV-00333-CCE-JEP
DX-5

IF YOU HAD 600 OR MORE ACTIVATIONS DURING 2007 AND PARTICIPATE IN ANY TELEMARKETING ACTIVITIES (SEE BELOW) IN CONNECTION WITH YOUR MARKETING, PROMOTION AND SOLICITATION OF ORDERS FOR DISH NETWORK PROGRAMMING YOU WERE REQUIRED TO SIGN UP FOR POSSIBLENOW SERVICE ON OR BEFORE SEPTEMBER 30, 2008 – IF YOU HAVE NOT YET DONE SO, YOU MUST SIGN UP IMMEDIATELY.

Did you know that “do not call” laws may apply to you if you make telephone calls (whether live or prerecorded) to respond to direct mail or online inquiries, or if you send faxes to market, promote or solicit orders for DISH Network services? Please carefully review the Retailer Use of Third Parties and PossibleNOW Requirements Business Rules attached to this Facts Blast and available on the Retailer Care Site in the Info Center > Retailer Services and Business Tools > Business Rules > Other Business Rules and Disclosures.

WE RESERVE THE RIGHT TO TAKE DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION, WITH RESPECT TO THOSE RETAILERS WHO DO NOT COMPLY WITH APPLICABLE BUSINESS RULES (INCLUDING WITHOUT LIMITATION, THE REQUIREMENT THAT CERTAIN RETAILERS PURCHASE AND MAINTAIN POSSIBLENOW SERVICES).

Among other reasons, the requirement to enroll with PossibleNOW has been implemented to facilitate the sharing of internal “do not call” lists between Retailers and DISH Network, and to facilitate Retailer scrubbing of customer leads against those lists, and federal and state “do not call” lists. You may also wish to consider purchasing one or more PossibleNOW products even if you are not required to do so under the “Retailer Use of Third Parties and PossibleNOW Requirements Business Rules.” For information on PossibleNOW products and services, call PossibleNOW at 1-800-585-4888, or visit the PossibleNOW web site at www.dncsolution.com/supplier/dishnetwork.

Please send all questions regarding PossibleNOW to vendorinquiries@echostar.com.

Thanks for Supporting DISH Network!

*****This Important Notice should not be construed as legal advice from DISH or any of its Affiliates (as defined in your Retailer Agreement(s)). You should consult a licensed attorney if you have any questions or concerns relating to your compliance with Laws (as defined in your Retailer Agreement(s)).*****

retail training & communications

October 10, 2008

Important Notice 101008

JA014209
Page 1 of 1
012942

DX-5 Page 1 of 1

Dish-00006252

TX 102-013471

EXHIBIT 692

EXHIBIT 692

JA014210
012943

TX 102-013472

Opening:

➤ **COLD CALL**

"Hi is first name there?"

○ **If Speaking with a lead:**

"Hi, my name is _____ with Dish Network, the leader in HD TV and DVR services. I'm calling to let you know about an exclusive promotion available in _____. May I speak with _____?" (Build rapport) "How are you today?" So I can determine just how much money we can save you, with whom do you have TV service with?"

○ **If there is not a lead:**

"My name is _____ and I'm with Dish Network. The reason I'm calling is to inform you that right now DISH Network is testing a special offer where we'll set you up with Dish Network for no installation cost and lowest rates in America. So I can determine just how much money we can save you, with whom do you have TV service with?"

➤ **LEAD TRACKING SYSTEM (LTS) WITH NAME**

"Hi / Hello is First Name there? Hi Repeat First Name My name is _____ I'm an account manager with Dish Network the satellite service provider; **Americas Leader in HDTV and DVR services**. I'm calling because it looks like you had contacted us recently to inquire about Dish Network service and I'm just following up to see if you have any questions or anything you needed help with at all?"

➤ **LEAD TRACKING SYSTEM (LTS) WITHOUT NAME**

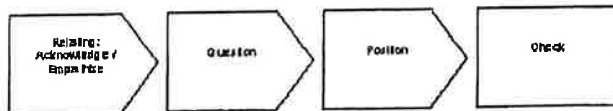
"Hi / Hello my name is _____ I'm an account manager with Dish Network the satellite service provider; **Americas Leader in HDTV and DVR services**. I'm calling because it looks like you had contacted us recently to inquire about Dish Network service and I'm just following up to see if you have any questions or anything you needed help with at all?"

➤ **Former Customer?**

If yes: bring up account. If account was Voluntarily Disconnected more than 6 months ago offer Formers promotion.)

If Customer objects follow Model:

Objection Resolution Model:



I AM HAPPY WITH MY CURRENT PROVIDER

Well let's take a moment and compare our services to what you currently have to see if we can begin saving you money and providing you with better service. Before I tell you more...

|| Compare our services

SSN000221

KRAKAUER v. DISH

Plaintiff's Exhibit

PX22

JA014211
012944

TX 102-013473

- ☐ Begin saving money
- ☐ Better service

I AM NOT INTERESTED

I understand you're not be interested with all the calls you may get, we just want to make a comparison of what you have and simply give you better alternatives for your television services. Before I tell you more...

- ☐ Comparison
- ☐ Better alternatives

I DO NOT HAVE TIME

I know you are busy so I will get to the point, with this LIMITED TIME OFFER, you can get up to, 250 channels FREE for your first month, plus 15-premium movie channels FREE for three months, as well as FREE DVR / HD receiver upgrades. Again, I know you are limited on time but I would like to put together a quote for you to consider and discuss with your family.

- ☐ I will get to the point
- ☐ 1st month free
- ☐ Put together a quote for you to think about

Remember: Deliver quickly, given more as a statement – Sounding enthusiastic is the key

Need Dialogue:

Customer Objective/Needs

Research the customer's current situation

1. Who do you currently have service with?
2. What about your current provider would you like to change?
3. How much do you pay per month?

Identify Customer's Programming Needs/Future/Personal Needs

1. Tell me some of your favorite channels. For example, my favorites are Starz, Fox News Channel, and The National Geographic Channel.
2. Is there anyone else in your household that enjoys watching television? What do they enjoy watching?
3. Locals
 - ☐ **If locals are available:** Would you like to have your local channels included in your package?
 - If Yes:** Locals are an additional \$5 per month
 - If No:** You can add locals at anytime for an additional \$5 per month (if available)
 - ☐ **If locals are not available:** Inform customers that locals are not currently available in their area, but they can still receive their local channels using a digital converter box.
4. How many TV's do you watch in your home?
5. Are any of your TV's High Definition? Are you planning to purchase one? We have a wide variety of HD Programming and even HD only packages.
 - If Yes:** Sell value of TurboHD programming
 - We are the Leader in HD Programming
 - Top rated HD channels plus unique HD programming
 - Over 1700 hours of HD programming per week
6. Our Latest Offer includes a free Digital Video Recorder upgrade (Dual tuner and HD DVR included). Are you familiar with this technology?
 - If No:** Paint a picture of DVR benefits (Example: If you're watching TV and the phone rings, you can pause live TV)
 - If Yes:** Offer DISH DVR Advantage(if applicable)

If customer likes DVR:

Customer: Yes! I'd like to have it.

SSN000222

JA014212
012945

TX 102-013474

"Since you are interested in getting a DVR (mention features and benefits), you can take advantage of our DDA package. You'll have a regular monthly rate of ____."

IPTV—If customer accepted —If customer original request was for DSL as well do not offer IPTV—Computer needed for IPTV

If customer accepted an HD DVR explain the benefits of having IP connected to their receiver to access DishONLINE and offer the professional Equipment Installation of only \$49.99 to start using this great service.

"Mr. Customer, since you have decided to lease our award winning HDDVR I would also like to tell you about our service that will allow you access to an expanded library of great movies if you have a computer?

If no computer, proceed with Dish Network Sale...

If yes—get the following information to proceed...

"Do you have an internet broadband connection such as DSL?"

If no—continue with Dish Network Sale...

If Yes:

"We have a great new feature available to you called DishONLINE that you can access using your IP connection, while our Installer is at your home we can professionally install basic equipment to connect your receiver to your existing broadband internet connection for an additional fee of \$49.99. Would you like me to add that to your order today?"

You would have:

- Access to an expanded library of great movies.
- No monthly access fee for the service—you download which programming you want and when.
- No programming access fee
- Similar to On Demand Service

Would you like to take advantage if this great offer?

If yes process in Dish Promo

If no—proceed with Dish Network Sale

Solution Dialogue

Preview/Recommendation:

Based on the information you provided, you are eligible for our _____ promotion which will give you _____

Package Name and Quote Monthly Price - Offer the Lowest Price Package that Fits Customer's Needs

Position Solution—Include Features and Benefits

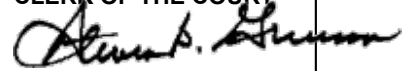
DISH Network Marketing Messaging

- o DISH Network has the best value in satellite TV entertainment with the lowest all-digital price nationwide...every day!
- o DISH Network has the best sports and movies in HD with over 120 of the most popular HD channels available today and more to come. (are we still pushing this message?)

SSN000223

JA014213
012946

TX 102-013475



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 48 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>
693	10/12/2009	Email from G. Caldwell to R. Musso et al.	12947
694	05/04/2010	Email from S. Snyder to S. Shaffer et al.	12952
695	05/12/2010	Letter from R. Musso to A. Tehranchi	12957
696	05/17/2010	Email from R. Musso to R. Quader	12959
697	05/17/2010	Email from R. Musso to R. Quader	12963
698	12/31/2010	DISH Network Retailer Agreement with Satellite Systems Network	12967
699	06/06/2011	PowerPoint: Indirect Sales	13007
700	Undated	Flow Chart for DNC calls	13039

DATED this 28th day of November 2018.

By /s/ Robert J. Cassity
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*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 48 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 693

EXHIBIT 693

JA014217
012947

TX 102-013479

From: Guy Caldwell <gcaldwell@possibleNOW.com>
Sent: Monday, October 12, 2009 4:31 PM
To: Musso, Reji <Reji.Musso@dishnetwork.com>; Ken Sponsler <ksponsler@compliancepoint.com>
Cc: Tim Muenchen <tmuenchen@possibleNOW.com>
Subject: RE: Certification

Reji,

Per our initial proposal, we provided three tiers of work/cost. A certification is the highest level of work and was quoted at \$4,500 per call center. See below from the proposal. Ken and I are not aware of any volume discounts for Dish's corporate call centers.

Please call me with additional questions as Ken is out the rest of the day.

GC

Part 1: Suggested Third Party Due Diligence Tier Levels

Tier 1 Compliance Survey: Compliance survey of specified third party and retailer call centers.


- **Benefits:** The compliance survey will gauge the call center's knowledge of federal, state and Dish Network corporate compliance guidelines. An analysis of the responses to survey questions could be used to determine if further action is required including training, compliance assessments or certifications. The effectiveness of this program will be augmented by performance of a periodic DNC data audit.
- **Relevance:** Basic compliance review for all retailers that use the telephone for new client acquisitions
- **Cost:** \$1000 per authorized retailer

Tier 2 Compliance Assessment: Compliance assessment of specified third party and retailer call centers.

- **Benefits:** The assessment program provides a compliance review of all high risk compliance areas including compliance with Do Not Call, call abandonment and Caller ID. The effectiveness of this program can be augmented by performance of a periodic DNC data audit.
- **Relevance:** Aggressive retailers that use outbound telemarketing as a part of their strategy
- **Cost:** \$2500 per authorized retailer

Tier 3 Compliance Certification: Compliance certification of specified in house, third party and retailer call centers.

- **Benefits:** The certification program provides a thorough review and certification of all federal and state telemarketing and Do Not Call issues. Dish would be assured that "certified" call centers possess the processes and procedures to meet or exceed regulatory as well as Dish Network corporate requirements. Onsite audits if deemed necessary are available. The effectiveness of this program can be augmented by performance of a periodic DNC data audit.
- **Relevance:** Tier 3 is best suited for high volume, larger scale operations including Dish Network's internal call centers. Tier 3 is also useful as a remediation tool for call center operations with high complaint levels as well as prospective new third party call center operations.
- **Cost:** \$4500 per authorized retailer

 **POSSIBLENOW**
Guy Caldwell
PossibleNOW, Inc - Sr. Business Dev Mgr

**PLAINTIFF'S
EXHIBIT**

15

PX0070-001

JA014218
DISH2-0000039688

TX 102-013480

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(770) 255-1042 direct
(770) 255-1025 fax
gcaldwell@possibleNOW.com

From: Musso, Reji [<mailto:Reji.Musso@dishnetwork.com>]
Sent: Monday, October 12, 2009 4:13 PM
To: Ken Sponsler
Cc: Guy Caldwell; Tim Muenchen
Subject: RE: Certification

I'm confused.

Because we could do a lot of this remotely and our info comes from corporate, I thought there was a break in the additional o/b call center cost?

Reji Musso
Retail Services - Compliance Manager
303.723.3262 (o) | 720.514.8288 (f)
303.946.3660 (m)
reji.musso@dishnetwork.com

From: Ken Sponsler [<mailto:ksponsler@compliancepoint.com>]
Sent: Monday, October 12, 2009 1:28 PM
To: Musso, Reji
Cc: Guy Caldwell; Tim Muenchen
Subject: RE: Certification

Reji,

This will be a good starting point. This agreement and task order provide for outbound/inbound call center certifications as well as periodic compliance data audits. However, we also highly recommend a Dish corporate compliance assessment and third party certifications/monitoring services. The corporate assessment would help ensure that Dish's compliance guidelines, training, monitoring and enforcement and other due diligence are sufficient to meet regulator mandates. While this effort of certifying internal call centers is a good start, it falls short of what is needed for a comprehensive compliance program.

Best regards,

Ken Sponsler, CIPP, PMP
Vice President and General Manager



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

PX0070-002

JA014219
012949
DISH2-0000039689

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

From: Musso, Reji [mailto:Reji.Musso@dishnetwork.com]
Sent: Monday, October 12, 2009 12:09 PM
To: Ken Sponsler
Cc: Guy Caldwell; Tim Muenchen
Subject: RE: Certification

Double checking...yes the 3 – and I did get a little wine for health reasons ☺

Reji Musso
Retail Services - Compliance Manager
303.723.3262 (o) | 720.514.8288 (f)
303.946.3660 (m)
reji.musso@dishnetwork.com

From: Ken Sponsler [mailto:ksponsler@compliancepoint.com]
Sent: Monday, October 12, 2009 9:26 AM
To: Musso, Reji
Cc: Guy Caldwell; Tim Muenchen
Subject: RE: Certification

Reji,

That should be it. I am assuming you have around 9 inbound centers? So we are talking about certifications for 3 outbound centers, correct? Yes, the beverage was good and needed after a long week.

Best Regards,

Ken Sponsler, CIPP, PMP
Vice President and General Manager



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

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

From: Musso, Reji [mailto:Reji.Musso@dishnetwork.com]
Sent: Monday, October 12, 2009 11:23 AM
To: Ken Sponsler
Cc: Guy Caldwell; Tim Muenchen
Subject: Certification

PX0070-003

JA014220
012950
DISH2-0000039690

TX 102-013482

Ken,

We have 2 outbound call centers – one here in Denver and one in El Paso, TX. We have a 3rd party affiliate that is located here in Denver and does outbound winback calls.

What other information do you need from me (because I was concentrating on your beverage ☺)?

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)

303.946.3660 (m)

reji.musso@dishnetwork.com

PX0070-004

JA014221
012951
DISH2-0000039691

TX 102-013483

EXHIBIT 694

EXHIBIT 694

JA014222
012952

TX 102-013484

From: Vendor Inquiries <VendorInquiries@echostar.com>
Sent: Tuesday, May 4, 2010 10:53 AM
To: Shaffer, Sean <Sean.Shaffer@dishnetwork.com>; Vendor Inquiries <VendorInquiries@echostar.com>; TCPA <TCPA@echostar.com>
Cc: Musso, Reji <Reji.Musso@dishnetwork.com>
Subject: RE: TCPA - Campbell , Richard - Log ID: 26720

Based upon the information provided, we are able to identify the retailer.

OE# 821970
Contact Name: ALEX TEHRANCHI; SOPHIE TEHRANCH
Company: SATELLITE SYSTEMS NETWORK
Address: 9831 IRVINE CENTER DR
IRVINE, CA 92618
Phone: 800-615-0241
E-mail: alex@yourdish.tv; sophie@Yourdish.tv

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9801 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com

From: Shaffer, Sean
Sent: Friday, April 30, 2010 3:43 PM
To: Vendor Inquiries; TCPA
Subject: TCPA - Campbell , Richard - Log ID: 26720

Tracked by: TCPA agent: SEAN.SHAFER
Record number: Log ID: 26720

Customer Information:
Name - Campbell , Richard
Phone Number where call was received - (570) 265-1112
Did customer request to be placed on DNC List - No

The information obtained from the caller:
Company - Unknown
Phone Number - (800) 375-8211

DNC List Consumer is on:
National
State
Internal

Nature of the complaint:
-Frequent/Persistent calls - No
-Rude behavior - Yes
-Lewd/Obscene conduct - No
-Harassment, a malicious call pattern - No
-This was a pre-recorded sales call - No
-Caller hung up when asked for identity or to be added to DNC - No

Krakauer - 00042380

Confidential



KRAKAUER v. DISH
1:14-cv-00333-CCE-JEP
Plaintiff's Exhibit
PX8

DISH11-021481

JA014223
012953

TX 102-013485

Comments:

8003758211 - Satellite Systems Network made the call need this verified and the information on how to contact them.

As stated in the Attorney General's complaint - Issue was rude behavior by an agent. the agent appears to be a sales partner agent as he told the customer he worked for Direct TV than proceeded to try and get the customer to switch from Direct TV to Dish network.

The complaint came from a call back the agent made after the customer declined the switch. that call ended than the agent called back and when the customer answered the agent yelled, "I LOVE IT" and hung. The customer filed the complaint with AG over this one harrassing phone call.

From: Vendor Inquiries <VendorInquiries@echostar.com>
Sent: Tuesday, May 4, 2010 10:53 AM
To: Shaffer, Sean <Sean.Shaffer@dishnetwork.com>; Vendor Inquiries <VendorInquiries@echostar.com>; TCPA <TCPA@echostar.com>
Cc: Musso, Reji <Reji.Musso@dishnetwork.com>
Subject: RE: TCPA - Campbell , Richard - Log ID: 26720

Based upon the information provided, we are able to identify the retailer.

OE# 821970
Contact Name: ALEX TEHRANCHI; SOPHIE TEHRANCH
Company: SATELLITE SYSTEMS NETWORK
Address: 9831 IRVINE CENTER DR
IRVINE, CA 92618
Phone: 800-615-0241
E-mail: alex@yourdish.tv; sophie@Yourdish.tv

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9801 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com

From: Shaffer, Sean
Sent: Friday, April 30, 2010 3:43 PM
To: Vendor Inquiries; TCPA
Subject: TCPA - Campbell , Richard - Log ID: 26720

Tracked by: TCPA agent: SEAN.SHAFER
Record number: Log ID: 26720

Customer Information:
Name - Campbell , Richard
Phone Number where call was received - (570) 265-1112
Did customer request to be placed on DNC List - No

The information obtained from the caller:
Company - Unknown
Phone Number - (800) 375-8211

DNC List Consumer is on:
National
State
Internal

Nature of the complaint:
-Frequent/Persistent calls - No
-Rude behavior - Yes
-Lewd/Obscene conduct - No
-Harassment, a malicious call pattern - No
-This was a pre-recorded sales call - No
-Caller hung up when asked for identity or to be added to DNC - No

Krakauer - 00042380

Confidential



KRAKAUER v. DISH
1:14-cv-00333-CCE-JEP
Plaintiff's Exhibit
PX8

DISH11-021481

JA014225
012955

TX 102-013487

Comments:

8003758211 - Satellite Systems Network made the call need this verified and the information on how to contact them.

As stated in the Attorney General's complaint - Issue was rude behavior by an agent. the agent appears to be a sales partner agent as he told the customer he worked for Direct TV than proceeded to try and get the customer to switch from Direct TV to Dish network.

The complaint came from a call back the agent made after the customer declined the switch. that call ended than the agent called back and when the customer answered the agent yelled, "I LOVE IT" and hung. The customer filed the complaint with AG over this one harrassing phone call.

EXHIBIT 695

EXHIBIT 695

JA014227
012957

TX 102-013489



May 12, 2010

Mr. Alex Tehranchi
Mrs. Sophie Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173

Via E-Mail: alex@yourdish.tv ; sophie@yourdish.tv

Re: Notice of Alleged Complaint "Do Not Call" Violation to the Pennsylvania Attorneys General

Dear Mr. and Mrs. Tehranchi:

Please be advised that on April 30, 2010 a complaint was filed against DISH Network® L.L.C. by Mr. Richard Campbell to the Pennsylvania Attorneys General alleging that he received rude calls to his home number of 570-265-1112. This number has been on the National DNC list since August 12, 2005 and the State DNC list since April 1, 2008. The calls were received from the caller identification of 800-375-8211. This number has been identified as belonging to Satellite Systems Network. Please immediately insure that this phone number has been added to your Internal DNC registry. Mr. Campbell believes these attempts to contact him are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 570-265-1112
- Caller id used to make outbound phone calls

This information should be forwarded to:

DISH Network L.L.C.
Retail Services – Raji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

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

This letter is without prejudice to any rights and remedies that may be available to DISH Network at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 8 of the Agreement), or otherwise.

Thank you for your attention to this matter.

Raji J. Musso
Compliance Manager
Retail Services

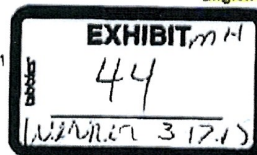
cc: Emily Pastorius

DISH Network® L.L.C.

9601 Meridian Blvd.

Englewood, CO 80112

Krakauer- 00044741



KRAKAUER v. DISH
1:14-cv-00333-CCE-JEP
Plaintiff's Exhibit
PX52

Confidential

DISH11-023842

JA014228
012958

TX 102-013490

EXHIBIT 696

EXHIBIT 696

JA014229
012959

TX 102-013491

From: Musso, Reji <Reji.Musso@dishnetwork.com>
Sent: Monday, May 17, 2010 6:46 PM
To: 'Rehan@yourdish.tv'
Cc: Snyder, Serena <Serena.Snyder@dishnetwork.com>; sophie@yourdish.tv
Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Long time ago – Sophie will remember...when I first came over to Retail Services there were some issues. But not again until now.

I would caution you to be cognizant of the EBR...some states do not even honor it.

PossibleNOW can help or your own legal counsel – particularly if you are calling nationwide.

A complaint is an allegation – not necessarily a violation, but we just want to encourage you to be cautious.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (O)
303.946.3660 (M)
720.514.8288 (F)

From: Rehan@yourdish.tv [mailto:rehan@yourdish.tv]
Sent: Monday, May 17, 2010 3:32 PM
To: Musso, Reji
Cc: Snyder, Serena; sophie@yourdish.tv
Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

No, this record was not rescrubbed.

We have never had a complaint like this before with an EBR or any record for that matter.

-Rehan

From: Musso, Reji [mailto:Reji.Musso@dishnetwork.com]
Sent: Monday, May 17, 2010 2:03 PM
To: 'Rehan@yourdish.tv'
Cc: Snyder, Serena; sophie@yourdish.tv
Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Did you re-scrub the number?

There are some limitations on EBRs and that relationship is getting even more problematic.

I'm just curious.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (O)
303.946.3660 (M)
720.514.8288 (F)

From: Rehan@yourdish.tv [mailto:rehan@yourdish.tv]
Sent: Monday, May 17, 2010 2:13 PM
To: Musso, Reji

JA014230
012960

Cc: Snyder, Serena; sophie@yourdish.tv

Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Reji,

In regards to this DNC violation, we had previously done business with the customer according to our records. We have immediately added both phone numbers, we had for this customer, to our DNC list. It looks like 4 attempts were made to contact this customer, 3 of which were unsuccessful. The 4th attempt yielded a 6 sec recording I can not access due to our dialer issues. Below I have posted all information that pertains to the phone number in question. First is from our database which shows the date we originally had done business with the customer and below that, is a call log for the same phone number. Please let me know if you have any questions or concerns.

STREET ADDRESS	CITY	STATE	ZIP CODE	TRX_COMM_ST_DT	HOME PHONE	SECOND PHONE
108 Franklin Street	Towanda	PA	18848	5/15/2004	5702651112	5702685114

Phone	Rep	Result	Call Time	Campaign	Sub Campaign	Duration
5702651112	BOGERT5	CR_CNCT/NOINTEREST	3/26/2010 11:11:24 AM	MDTV2	3-22-2010	6 sec
5702651112		CR_NOANS	3/25/2010 1:42:25 PM	MDTV2	3-22-2010	0 sec
5702651112		CR_NOANS	3/24/2010 2:09:08 PM	MDTV2	3-22-2010	0 sec
5702651112		CR_NOANS	3/23/2010 11:22:00 AM	MDTV2	3-22-2010	0 sec

Thank you,
Rehan Quader
Sales Manager
Satellite Systems Network
Ph. (800)375-8211 ext. 104
Fax (949)241-8092

From: Sophie [mailto:sophie@Yourdish.tv]

Sent: Monday, May 17, 2010 10:50 AM

To: rehan@yourdish.tv

Subject: FW: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Importance: High

From: Snyder, Serena [mailto:Serena.Snyder@dishnetwork.com]

Sent: Thursday, May 13, 2010 11:30 AM

To: sophie@yourdish.tv

Cc: Vendor Inquiries; Musso, Reji; Rukas, Terrence

Subject: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Importance: High

JA014231
012961

To Ms. Tehranchi,

A fax of the Notice of Alleged Pennsylvania AG Complaint "Do Not Call" Violation was sent yesterday. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@dishnetwork .

If you have any questions, please contact me.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com

EXHIBIT 697

EXHIBIT 697

JA014233
012963

TX 102-013495

From: Musso, Reji <Reji.Musso@dishnetwork.com>
Sent: Monday, May 17, 2010 6:46 PM
To: 'Rehan@yourdish.tv'
Cc: Snyder, Serena <Serena.Snyder@dishnetwork.com>; sophie@yourdish.tv
Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Long time ago -- Sophie will remember...when I first came over to Retail Services there were some issues. But not again until now.

I would caution you to be cognizant of the EBR...some states do not even honor it.

PossibleNOW can help or your own legal counsel -- particularly if you are calling nationwide.

A complaint is an allegation -- not necessarily a violation, but we just want to encourage you to be cautious.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (O)
303.946.3660 (M)
720.514.8288 (F)

From: Rehan@yourdish.tv [mailto:rehan@yourdish.tv]
Sent: Monday, May 17, 2010 3:32 PM
To: Musso, Reji
Cc: Snyder, Serena; sophie@yourdish.tv
Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

No, this record was not rescrubbed.

We have never had a complaint like this before with an EBR or any record for that matter

-Rehan

From: Musso, Reji [mailto:Reji.Musso@dishnetwork.com]
Sent: Monday, May 17, 2010 2:03 PM
To: 'Rehan@yourdish.tv'
Cc: Snyder, Serena; sophie@yourdish.tv
Subject: RE: Satellite Systems Network - Pennsylvania AG Complaint "Do Not Call" Violation - Campbell

Did you re-scrub the number?

There are some limitations on EBRs and that relationship is getting even more problematic.

I'm just curious.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (O)
303.946.3660 (M)
720.514.8288 (F)

From: Rehan@yourdish.tv [mailto:rehan@yourdish.tv]
Sent: Monday, May 17, 2010 2:13 PM
To: Musso, Reji

Krakauer- 00103387

KRAKAUER v. DISH
1:14-cv-00333-CCE-JEP
Plaintiff's Exhibit
PX899

Confidential

DISH5-0000001358

JA014234
012964

TX 102-013496