DISH RETAILER MASTER BUSINESS RULES



Effective Date: July 11, 2024 through September 4, 2024

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DISH RETAILER MASTER BUSINESS RULES

RESIDENTIAL PROMOTIONAL PROGRAMS – New Subscribers



Effective Date: July 11, 2024 through September 4, 2024

Digital Home Advantage Promotional Program (DHA24 Elite or DHA24 Plus or DHA24 Standard)

New, first-time Residential or SDS Subscribers and eligible Former Residential or **Eligible Subscribers:**

SDS DISH Subscribers.

Subscriber Qualification: Residential Subscriber Qualification applies. Credit or debit card qualification and

SSN or ITIN qualification also apply.

	DHA24 Elite	DHA24 Plus	DHA24 Standard
Term Commitment	24 months	24 months	24 months
Non-refundable Activation Fee	\$0	\$0	\$50
Cancellation Fee	\$20.00 x months remaining in term commitment. Max = \$480	\$20.00 x months remaining in term commitment. Max = \$480	\$20.00 x months remaining in term commitment. Max = \$480

Payment: Subscribers pay the following, where applicable, prior to activation of their DISH

System.

	Non-refundable Activation Fee	Lease Upgrade Fees
Paid to DISH	X	X
Paid to Retailer		

Unreturned Equipment

Charges: Unreturned Equipment Charges apply.

Standard Fees: Residential Fees apply.

Other Fees: N/A

Refer A Friend: Subscribers may participate in the Refer A Friend program to refer friends and family

> to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the

Retailer.

Residential Locations: Residential Locations in the contiguous United States, Hawaii, Alaska, Puerto Rico or

U.S. Virgin Islands.

SDS Locations: Shared DISH MDU Properties with a central master antenna system utilized to

distribute Programming and/or other DISH services that are located in the contiguous

United States, Hawaii, Alaska, Puerto Rico, or U.S. Virgin Islands.

DISH Install Sales: Retailers may sell the DHA24 Plans to Subscribers using the DISH Install flow in

Axiom in the contiguous United States only. Residential accounts on Shared DISH

MDU Properties may not be in the DISH Install flow.

Required Programming: Residential Required Minimum Programming applies.

The below new or reconditioned Receivers are eligible for the DHA24 Promotional **Eligible Receivers:**

Programs.

For Shared DISH MDU Properties, eligibility of Receivers may depend on

whether the property is a Headend or an L-band setup.

Subscriber Receiver Upgrade Fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.

Subscriber must purchase Receivers at a price determined by the Retailer for Receivers beyond the promotional allotment.

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DHA24 Elite/DHA24 Plus			DHA24 Standard		
Eligible Receiver Models*	Prim Receiver Upgrad	Lease	Additional Receiver Lease Upgrade Fee	Primary Receiver Lease Upgrade Fee	Additional Receiver Lease Upgrade Fee
Hopper 3	\$0 (Elite)	\$50 (Plus)	N/A	\$150	N/A
Hopper 2	\$0)	\$0	\$0	\$0
Hopper Duo	\$0)	N/A	\$0	N/A
4K Joey	N/A	Ą	\$50	N/A	\$50
Super Joey	N/A	Ą	\$0	N/A	\$0
Joey 2 / Joey 3 / Joey 4	N/A	Ą	\$0	N/A	\$0
Wireless Joey / Wireless Joey 4**	N/A	Ą	\$25	N/A	\$25
Wally	\$0		\$0	\$0	\$0

^{*}Non-Hybrid LNBF Subscribers are not eligible for Hopper 3 or Hopper 2 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

**A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

Hopper Plus Subscriber Pricing Based on Qualification			
Qualification Lease Upgrade Fee			
DHA24 Elite	\$0		
DHA24 Plus	\$25		
DHA24 Standard	\$50		

MPEG-4 Receivers

- All new Residential and SDS Subscribers under a DHA24 Plan must have only MPEG-4 Receivers active on their account.
- Subscribers must at all times have only <u>MPEG-4</u> Receivers active on their account if they are located in an Eastern Arc Only <u>DMA</u> or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP or DPH LNBF. QAM, or Dual QAM adapter appropriate for the customer's location.

Receiver Accessories

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper Duo.

DISH Retailer Master Business Rules

Equipment Limitations: Please see the Equipment Limitations Overview for compatible equipment

configurations.

Installation: Retailer must provide Residential Standard Professional Installation of up to 6

Receivers to up to 6 televisions, an appropriate antenna, and mounting hardware at

no additional charge.

Retailer must install and activate the new Residential Subscriber Account within 30

days from the date the Subscriber Account Number was generated.

Antenna Configuration: The antenna displayed in the order entry tool must be installed.

Plan Agreement: <u>Digital Home Advantage</u> Plan Agreement

The Plan Agreement will be created by DISH if the Subscriber is qualified using the

DISH Install flow in Axiom. No Retailer action is required.

Subscribers may modify the Receivers on their account by calling their Retailer within 30 days after account activation as long as their desired system configuration falls within the limitations listed above. Retailers must create an Assistance Request on the Partner Hub using category General Questions, subcategory Business Rules and receive a response to the Assistance Request prior to modifying any Receivers on the Subscribers' accounts. After the Subscriber's equipment is installed and the account has been activated for 30 days, the Subscriber may not modify Receivers on their Digital Home Advantage account. However, if the Subscriber wants to add Receivers to his or her account, the Subscriber may purchase the additional hardware and pay for the additional installation costs or by participating in the Change Receiver Promotional Program.

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Flex24 Promotional Program

(Flex24)

Eligible Subscribers: New, first-time Residential or SDS Subscribers and eligible Former Residential or

SDS DISH Subscribers.

Subscriber Qualification: Residential Subscriber Qualification applies. Credit or debit card qualification and

SSN or ITIN qualification also applies.

Flex24		
Term Commitment	24 months	
Non-refundable General Market or International Programming Activation Fee	\$50	
Non-refundable Latino Programming Activation Fee	\$25	
Cancellation Fee	\$20.00 x months remaining in term commitment. Max = \$480	

Special Billing: Subscribers pay for their first month's programming, taxes and other fees prior to

activation of their DISH System, and at all times thereafter must pay each month's

programming, taxes and other fees prior to the effective date of service.

First Billing Payment: Subscribers pay the following, where applicable, prior to activation of their DISH

System.

	First Monthly Payment	Non-refundable Activation Fee	Lease Upgrade Fees
Paid to DISH	Χ	X	X
Paid to Retailer			

First Monthly Payment includes the Subscriber's first month's programming, taxes

and Residential Fees.

Unreturned Equipment

Charges:

Unreturned Equipment Charges apply.

Standard Fees: Residential Fees apply.

Other Fees: None

Refer A Friend: Subscribers may participate in the Refer A Friend (RAF) program to refer friends and

family to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the

Retailer.

Residential Locations: Residential Locations in the contiguous United States, Hawaii, Alaska, or U.S. Virgin

Islands.

SDS Locations: Shared DISH MDU Properties with a central master antenna system utilized to

distribute Programming and/or other DISH services that are located in the contiguous

United States, Hawaii, or Alaska.

DISH Install Sales: Retailers may sell the Flex24 Plan to Subscribers using the DISH Install flow in

Axiom in the contiguous United States only. Residential accounts on Shared DISH

MDU Properties may not be in the DISH Install flow.

Required Programming: Residential Required Minimum Programming applies.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the Flex24 Promotional

Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or an L-band setup.
- Subscriber Receiver Upgrade Fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.
- Subscriber must purchase Receivers at a price determined by the Retailer for Receivers beyond the promotional allotment.

Eligible Receiver Models*	Primary Receiver Lease Upgrade Fee	Additional Receiver Lease Upgrade Fee
Hopper 3	\$200	N/A
Hopper 2	\$25	\$25
Hopper Duo	\$100	N/A
4K Joey	N/A	\$50
Super Joey	N/A	\$100
Joey 2 / Joey 3 / Joey 4	N/A	\$0
Wireless Joey** / Wireless Joey 4	N/A	\$25
Wally	\$50	\$50

^{*}Non-Hybrid LNBF Subscribers are not eligible for Hopper 3 or Hopper 2 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

**A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

Hopper Plus Subscriber Pricing Based on Qualification		
Qualification Lease Upgrade Fee		
Flex24 \$75		

MPEG-4 Receivers

- All new Residential and SDS Subscribers under the Flex24 Plan must have only MPEG-4 Receivers active on their account.
- Subscribers must at all times have only <u>MPEG-4</u> Receivers active on their account if they are located in an Eastern Arc Only <u>DMA</u> or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP or DPH LNBF, QAM, or Dual QAM adapter appropriate for the customer's location.

Receiver Accessories

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper Duo.

Equipment Limitations:

Please see the <u>Equipment Limitations Overview</u> for compatible equipment configurations.

Installation: Retailer must provide Residential Standard Professional Installation of up to 6

Receivers to up to 6 televisions, an appropriate antenna and mounting hardware at

no additional charge.

Retailer must install and activate the new Residential Subscriber Account within 30

days from the date the Subscriber Account Number was generated.

Antenna Configuration: The antenna displayed in the order entry tool must be installed.

Plan Agreement: Flex24 Plan Agreement

The Plan Agreement will be created by DISH if the Subscriber is qualified using the

DISH Install flow in Axiom. No Retailer action is required.

Subscribers may modify the Receivers on their account by calling their Retailer within 30 days after account activation as long as their desired system configuration falls within the limitations listed above. Retailers must create an Assistance Request on Partner Hub using category General Questions, subcategory Business Rules and receive a response to the Assistance Request prior to modifying any Receivers on the Subscribers' accounts. After the Subscriber's equipment is installed and the account has been activated for 30 days, the Subscriber may not modify Receivers on their Flex24 account. However, if the Subscriber wants to add Receivers to his or her account, the Subscriber may purchase the additional hardware and pay for the additional installation costs or by participating in the Change Receiver Promotional Program.

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FlexTV Promotional Program

(FlexTV)

Eligible Subscribers: New, first-time Residential or <u>SDS Subscribers</u>.

Subscriber Qualification: Residential Subscriber Qualification applies. No credit or debit card, or SSN or ITIN

required.

FlexTV		
Term Commitment	None	
Non-refundable General Market or International Programming Activation Fee	\$150	
Non-refundable Activation Fee with Latino Programming	\$25	
Cancellation Fee	None	

Special Billing: Subscribers pay for their first month's programming, taxes and other fees prior to

activation of their DISH System, and at all times thereafter must pay each month's

programming, taxes and other fees prior to the effective date of service.

First Billing Payment: Subscribers pay the following, where applicable, prior to activation of their DISH

System.

	First Monthly Payment	Non-refundable Activation Fee	Receiver Upgrade Fees
Paid to DISH	X		
Paid to Retailer		X	X

First Monthly Payment includes the Subscriber's first month's programming, taxes, and Residential Fees.

Unreturned Equipment

Charges: None.

Standard Fees: Residential Fees apply.

Other Fees: The Activation Fee includes the purchase price of a Dish 1000.2 WA Hybrid/Slimline,

Dish 1000.2 EA Hybrid/Slimline, Dish 500, Dish 1000.2, Dish 1000.4, Dish 1000.2 EA, DPP/DPH 500+ or Dish 500+ antenna and installation of the antenna and a Primary Receiver. Additional fees may be charged for a Dish 500H, Dish 500HW,

Dish 500AK, Dish 500PR, DPP 1000+, or Dish 1000+ antenna.

Refer A Friend: Subscribers may participate in the Refer A Friend (RAF) program to refer friends and

family to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the

Retailer.

Locations: Residential Locations in the contiguous United States, Hawaii, Alaska, Puerto Rico,

and U.S. Virgin Islands.

SDS Locations: Shared DISH MDU Properties with a central master antenna system utilized to

distribute Programming and/or other DISH services that are located in the contiguous

United States, Hawaii, or Alaska.

DISH Install Sales: Retailers may sell the FlexTV Plan to Subscribers using the DISH Install flow in

Axiom in the contiguous United States only. Residential accounts on Shared DISH

MDU Properties may not be in the DISH Install flow.

Required Programming: Residential Required Minimum Programming applies.

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Subscribers to Racetrack Television Network (RTN) only, must pay a \$6/mo. Service Access Fee. Retailers must call the <u>DASH Line</u> to qualify the Subscriber and create their account.

Eligible Receivers:

The below new or reconditioned Receivers are eligible for the FlexTV Promotional Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or an L-band setup.
- Subscriber Receiver upgrade fees should be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.
- Subscriber must purchase Receivers at a price determined by the Retailer for Receivers beyond the promotional allotment.

Eligible Receiver Models*	Primary Receiver	Additional Receiver Upgrade Fee
Hopper 3	\$350	N/A
Hopper 2	\$100	\$100
Hopper Duo	\$150	N/A
4K Joey	N/A	\$100
Super Joey	N/A	\$100
Joey 2 / Joey 3 / Joey 4	N/A	\$50
Wireless Joey** / Wireless Joey 4	N/A	\$50
Wally	\$100	\$100

^{*}Non-Hybrid LNBF Subscribers are not eligible for Hopper 3 or Hopper 2 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

^{**}A purchased Wireless Joey Access Point (\$50) is required for any account with a Wireless Joey.

Hopper Plus Subscriber Pricing Based on Qualification		
Qualification Upgrade Fee		
FlexTV	\$100	

MPEG-4 Receivers

- All new Residential and SDS Subscribers under the FlexTV Plan must have only MPEG-4 Receivers active on their account.
- Subscribers must at all times have only MPEG-4 Receivers active on their account if they are located in an Eastern Arc Only DMA or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP or DPH LNBF, QAM, or Dual QAM adapter appropriate for the customer's location.

Receiver Accessories

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper Duo.

Equipment Limitations: Please see the Equipment Limitations Overview for compatible equipment

configurations.

Additional Equipment: Upgraded or additional antennas and switches can be purchased by the Subscriber

at a price determined by the Retailer.

Installation: Retailer must provide <u>Residential Standard Professional Installation</u> of up to 6

Receivers to up to 6 televisions, an appropriate antenna, and mounting hardware at

no additional charge.

Retailer must install and activate the new Residential Subscriber Account within 30

days from the date the Subscriber Account Number was generated.

Antenna Configuration: The antenna displayed in the order entry tool must be installed.

Customer Agreement: N/A

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Hughesnet

Prior to selling Hughesnet products and services, Retailers must sign an agreement with Hughes Network Systems LLC (a "Hughesnet Retailer Agreement") to become a Retailer for Hughes Network Systems LLC (a "Hughes Retailer"). Only Hughes Retailers may sell Hughesnet products and services.

If applicable, Hughes Retailers may order Hughesnet equipment through an Authorized Hardware Provider. Hughes subscriber interactions such as billing, customer service, and technical support are handled exclusively by Hughes and/or pursuant to the Hughes Retailer Agreement.

Eligible Subscribers: New, first-time Residential Internet Subscribers.

Payment: For Hughesnet Products and services, payments are as stated in Retailer's Hughes

Retailer Agreement.

Unreturned Equipment

Charges: As stated in Retailer's Hughes Retailer Agreement.

Standard Fees: As stated in Retailer's Hughes Retailer Agreement.

Other Fees: As stated in Retailer's Hughes Retailer Agreement.

Locations: As stated in Retailer's Hughes Retailer Agreement.

Installation: As stated in Retailer's Hughes Retailer Agreement.

Plan Agreement: As stated in Retailer's Hughes Retailer Agreement.

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Sling TV

Eligible Subscribers: New, first-time Sling TV Subscribers at a Residential Location.

Payment: Subscribers provide payment information, including credit card, at the point of sale in

Axiom, though payment may not be charged at this time depending on the promotion

selected.

Sling Orange, Sling Blue, Sling Orange + Sling Blue Promotions						
	Subscriber pays Subscriber pays at the point of sale when trial period ends					
Free Trial		X				
Sling Monthly	X					
2 Month Prepay Device Bundle*	X					
3 Month Prepay Device Bundle*	X					
Sling 3 Month Prepay	X					
Sling 6 Month Prepay	X					
Sling 12 Month Prepay	X					

Sling TV International Promotions				
	Subscriber pays at the point of sale	Subscriber pays when trial period ends		
Free Trial		X		
Sling Monthly	X			
2 Month Prepay Device Bundle*	X			
3 Month Prepay Device Bundle*	X			
4 Month Prepay Device Bundle*	X			
6 Month Prepay Device Bundle*	X			
6 Month Prepay Promo	X			
Sling 3 Month Prepay	X			
Sling 6 Month Prepay	X			
Sling 12 Month Prepay	X			
Annual Plan	X			

Sling TV Latino Promotions				
	Subscriber pays at the point of sale	Subscriber pays when trial period ends		
Free Trial		X		
Sling Monthly	X			
4 Month Prepay Device Bundle*	X			
6 Month Prepay Device Bundle*	X			
Sling 3 Month Prepay	X			
Sling 6 Month Prepay	X			
Sling 12 Month Prepay	X			

^{*}Requires that the Retailer select the Subscriber-chosen <u>Device</u> in Axiom to be shipped to the Subscriber. Retailers will not be reimbursed for any Devices sold to Subscribers for Sling TV.

Residential Locations: Residential Locations in the contiguous United States, Hawaii, Alaska, or Puerto

Rico.

Required Programming: Sling Orange, Sling Blue, Sling Orange + Sling Blue core domestic programming, a

Sling TV Latino core programming packages, or a Sling TV International core

programming package.

Installation: N/A

Plan Agreement: N/A

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DISH RETAILER MASTER BUSINESS RULES

RESIDENTIAL PROMOTIONAL PROGRAMS - Existing Subscribers



Effective Date: July 11, 2024 through September 4, 2024

Change Receiver Promotional Program

Eligible Subscribers: Existing Qualifying Residential or Existing Qualifying SDS Subscribers.

Subscriber Qualification: Existing Residential Subscriber Qualification applies. Credit or debit card

qualification also applies.

Change Receiver			
Term Commitment 24 months			
Cancellation Fee	\$20.00 x months remaining in term commitment.	Max = \$480	

Unreturned Equipment

Charges: Unreturned Equipment Charges apply.

Standard Fees: Residential Fees apply.

Other Fees: The Technician Visit Fee applies.

Residential Locations: Residential Locations in the contiguous United States, Hawaii, Puerto Rico, U.S.

Virgin Islands or an Authorized Alaska ZIP Code.

SDS Locations: Shared DISH MDU Properties with a central master antenna system used for

distribution of programming and/or other DISH services that are located in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands or an Authorized

Alaska ZIP Code.

Required Programming: Eligible Residential Programming applies.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the Change Receiver

Promotional Program.

• For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or L-band setup.

 Receivers may only be exchanged for Receivers in higher Receiver model families. Please see the Master List of Definitions for Receiver model families.

Added Receivers do not need to be from a different Receiver model family.

Non-Refundable Receiver Upgrade Fees Per Receiver Collected by DISH					
Receiver Models	Plan A	Plan B	Plan C	Plan D	
Hopper 3 ¹	\$100	\$100	\$150	\$350	
Hopper 2	\$0	\$0	\$50	\$300	
Hopper Duo	\$0	\$0	\$0	\$150	
4K Joey ³	\$50	\$50	\$50	\$100	
Super Joey ³	\$10	\$10	\$10	\$100	
Joey 2 ³ / Joey 3 ³	\$10	\$10	\$10	\$50	
Joey 4 / Wireless Joey 4 ²	\$50	\$100	\$100	\$100	
Wireless Joey ^{2,3}	\$25	\$25	\$25	\$50	
Wally	\$0	\$0	\$0	\$100	
ViP 211, ViP 211k, ViP 211z	\$0	\$0	\$0	\$50	

¹Hopper 3 Plan A 50% Discount: DISH collects \$50. Hopper 3 Plan A 100% Discount; DISH collects \$0. Please see the Receiver Residential Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade table for full details.

³Receiver Upgrade Fee may be reduced when DISH Protect is included on the Account or if the Subscriber is outside of a DISH Protect Service Area.

Non-Refundable Accessory Upgrade Fees Per Accessory Collected by DISH					
Accessory Model Plan A Plan B Plan C Plan D					
Hopper Plus	\$50*	\$100	\$100	\$100	

^{*}Qualifying Subscribers will be eligible to receive the Hopper Plus, Joey® 4, or Wireless Joey® 4 at no cost. Whichever cost is lowest for the specific work order will be waived. If the Wireless Joey® 4 cost is waived, the Wireless Joey® Access Point cost will also be waived.

²A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey. The upfront fee for a Wireless Joey Access Point for Plan C and Plan D Subscribers is \$50.

Wally Receivers

- Maximum of 6 leased Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP or DPH LNBF, QAM, or Dual QAM appropriate for the customer's location.

Receiver Accessories:

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper Duo.

Equipment Limitations: Please see the Equipment Limitations Overview for compatible equipment

configurations.

Installation: Non-Hopper 2/Hopper installations – Retailer must provide Residential Standard

Professional Installation of up to 3 Receivers to up to 6 televisions at no additional

charge.

Hopper 3 / Hopper 2 installations – Retailer must provide Residential Standard Professional Installation of up to 6 Receivers supporting up to 6 HD televisions.

Payment of Fees: Subscribers pay all Upgrade Fees directly to DISH and Technician Visit Fees to

the Retailer.

Antenna Configuration: Required antenna configuration changes must be completed as part of the Change

Receiver Promotional Program.

Return of Previously Leased Receivers:

Subscribers who exchange leased Receivers under this Plan must return their exchanged Receivers directly to DISH. DISH will provide boxes and shipping

instructions to the Subscriber. Retailers may not return equipment on a Subscriber's behalf.

Prior Agreements: Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior

Plan Agreement continues to apply to any equipment leased under that prior Plan

Agreement.

Additional Limitations: Subscribers may not participate in the Change Receiver Plan within 14 days of

participating in the DISH Move-In Deal Plan, DISH Move-In Deal Receiver Upgrade

Plan, or other Change Receiver Plan.

Plan Agreement: Change Receiver Plan Agreement

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DISH Move-In Deal Promotional Program

(DISH Move-In Deal)

Eligible Subscribers: Existing Qualifying Residential or SDS Subscribers who relocate to a new permanent

Residential Location.

Subscriber Qualification: Existing Residential Subscriber Qualification applies.

If a Subscriber is a bundled Subscriber with any services offered by a Telco Partner,

only DISH may move the Subscriber.

DISH Move-In Deal			
Term Commitment N/A			
Cancellation Fee	N/A		

Unreturned Equipment

Charges: N/A

Standard Fees: Residential Fees apply.

Other Fees: N/A

Locations: The location to which the Subscriber is moving must be a Residential or SDS

Location in the contiguous United States, Hawaii, Alaska, Puerto Rico or U.S. Virgin

Islands.

Moves between Arcs:

Subscribers moving between Eastern Arc Markets or Within the Same Eastern Arc Market must:

- maintain an Eastern Arc Configuration; and
- continue to have only MPEG-4 Receivers active on their account.

Subscribers moving from an Eastern Arc Market to a Western Arc Market are not required to maintain an Eastern Arc Configuration, but must continue to have only MPEG-4 Receivers active on their account.

Subscribers moving from a Western Arc Market to an Eastern Arc Market must be installed with an Eastern Arc Configuration if they have an all-MPEG-4 Receiver configuration.

Western-to-Eastern Arc Market Subscribers should <u>not</u> be installed with an Eastern Arc Configuration if they do not have an all-MPEG-4 Receiver configuration. If a Western-to-Eastern Arc Market Subscriber without all-MPEG-4 Receivers wants to receive HD local network programming (where available), Retailers must install an additional wing antenna.

Moves between Location types:

Subscribers moving from a permanent Residential Location to an SDS Location may be required to upgrade their equipment depending on the SDS Location's setup. In this case the Retailer must use the Move-In Deal Receiver Upgrade Promotional Program.

Subscribers moving from an SDS Location to an SDS Location may be required to upgrade their equipment depending on the new SDS Location's setup. In this case, the Retailer must use the Move-In Deal Receiver Upgrade Promotional Program.

Required Programming: Eligible Residential Programming applies.

Eligible Receivers: N/A

Installation: Retailer must provide Residential Standard Professional Installation of up to 6

Receivers to up to 6 televisions, appropriate antennas, and mounting hardware at no

additional charge.

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DISH Retailer Master Business Rules

If a Hopper Snap is installed under the Dish Move-In Deal Promotional Program, the Retailer must submit an Assistance Request to General Questions/Business Rules to

request payment.

Payment of Fees: Technician Visit Fee does not apply for Subscribers who have been active with DISH

for more than one year.

Plan D Subscribers will be charged a \$100 fee for DISH Move-In Deal if they have been activated with DISH for less than one year or have already had DISH Move-In

Deal within a 12 month period.

Prior Agreements: Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior

Plan Agreement continues to apply to any equipment leased under that prior Plan

Agreement.

Additional Limitations: Subscribers may not participate in the DISH Move-In Deal Plan within 14 days of

participating in the Change Receiver Plan or DISH Move-In Deal Receiver Upgrade Plan. Retailers may not submit a DISH Move-In Deal Plan Agreement for a

Subscriber whose address matches an address that was previously listed on the account. Any service provided by the Retailer which is less than a Standard Professional Installation does not qualify for the DISH Move-In Deal Plan. Existing Subscribers with a working configuration should rely on Axiom for any equipment changes or additions. The Work Order must agree with the installation

and Retailers need to notify Retail Services of any discrepancies.

Plan Agreement: N/A

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DISH Move-In Deal Receiver Upgrade Promotional Program (DISH Move-In Deal Receiver Upgrade)

Eligible Subscribers: Existing Qualifying Residential and SDS Subscribers who relocate to a new

permanent Residential Location or Shared DISH MDU Property.

Subscriber Qualification: Existing Residential Subscriber Qualification applies. Credit or debit card

qualification also applies.

If a Subscriber is a bundled Subscriber with any services offered by a Telco Partner,

only DISH may upgrade the Subscriber.

DISH Move-In Deal Receiver Upgrade			
Term Commitment 24 months			
Cancellation Fee	\$20.00 x months remaining in term commitment. Max = \$480		

Unreturned Equipment

Charges: Unreturned Equipment Charges apply.

Standard Fees: Residential Fees apply.

Other Fees: N/A

Locations: The location to which the Subscriber is moving must be a Residential or SDS

Location in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands or

the Authorized Alaska ZIP codes.

Moves between Arcs:

Subscribers moving between <u>Eastern Arc Markets</u> or Within the Same Eastern Arc Market must:

- maintain an Eastern Arc Configuration; and
- continue to have only MPEG-4 Receivers active on their account.

Subscribers moving from an Eastern Arc Market to a Western Arc Market are not required to maintain an Eastern Arc Configuration, but must continue to have only MPEG-4 Receivers active on their account.

Subscribers moving from a Western Arc Market to an Eastern Arc Market must be installed with an Eastern Arc Configuration if they have an all MPEG-4 Receiver configuration.

Western-to-Eastern Arc Market Subscribers should <u>not</u> be installed with an Eastern Arc Configuration if they do not have an all MPEG-4 Receiver configuration. If a Western-to-Eastern Arc Market Subscriber wants to receive HD local network programming (where available), Retailers must install an additional wing antenna.

Moves between Location types:

Subscribers moving from a permanent Residential Location to an SDS Location may be required to upgrade their equipment depending on the SDS Location's setup.

Subscribers moving from an SDS Location to an SDS Location may be required to upgrade their equipment depending on the new SDS Location's setup.

Required Programming: Eligible Residential Programming applies.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the DISH Move-In Deal Receiver Upgrade Promotional Program.

- For Shared DISH MDU Properties eligibility of Receivers may depend on whether the property is a Headend or L-band setup.
- Receivers may only be exchanged for Receivers in higher Receiver model families. Please see the Master List of Definitions for Receiver model families.
- Added Receivers do not need to be from a different Receiver model family.

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Non-Refundable Receiver Upgrade Fees Per Receiver Collected by DISH				
Receiver Models	Plan A	Plan B	Plan C	Plan D
Hopper 3 ¹	\$100	\$100	\$150	\$350
Hopper 2	\$0	\$0	\$50	\$300
Hopper Duo	\$0	\$0	\$0	\$150
4K Joey ³	\$50	\$50	\$50	\$100
Super Joey ³	\$10	\$10	\$10	\$100
Joey 2 / Joey 3 ³	\$10	\$10	\$10	\$50
Joey 4 / Wireless Joey 4 ²	\$50	\$100	\$100	\$100
Wireless Joey ^{2,3}	\$25	\$25	\$25	\$50
Wally	\$0	\$0	\$0	\$100
ViP 211, ViP 211k, ViP 211z	\$0	\$0	\$0	\$50

¹Hopper 3 Plan A 50% Discount: DISH collects \$50. Hopper 3 Plan A 100% Discount; DISH collects \$0. Please see the Receiver Residential Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade table for full details.

³ Receiver Upgrade Fee may be reduced when DISH Protect is included on the Account or if the Subscriber is outside of a DISH Protect Service Area.

Non-Refundable Accessory Upgrade Fees Per Accessory Collected by DISH					
Accessory Model Plan A Plan B Plan C Plan D					
Hopper Plus	\$50*	\$100	\$100	\$100	

^{*}Qualifying Subscribers will be eligible to receive the Hopper Plus, Joey® 4, or Wireless Joey® 4 at no cost. Whichever cost is lowest for the specific work order will be waived. If the Wireless Joey® 4 cost is waived, the Wireless Joey® Access Point cost will also be waived.

Wally Receivers

- Maximum of 6 leased Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP or DPH LNBF, QAM, or Dual QAM adapter appropriate for the customer's location.

Receiver Accessories:

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscribers may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, or Hopper Duo.

Equipment Limitations:

Please see the <u>Equipment Limitations Overview</u> for compatible equipment configurations.

Installation:

Retailer must provide Residential Standard Professional Installation of up to 6 Receivers (supporting up to 6 HD TVs and up to 12 total TVs) per Subscriber Account, appropriate antennas and mounting hardware at no additional charge. Hopper 3 / Hopper 2 installations – Retailer must provide Residential Standard Professional Installation of up to 6 Receivers supporting up to 6 HD televisions at no additional charge.

Payment of Fees:

Subscribers pay Upgrade Fees directly to DISH. Technician Visit Fee does not apply.

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²A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey. The upfront fee for a Wireless Joey Access Point for Plan C and Plan D Subscribers is \$50.

Antenna Configuration: Required antenna configuration changes must be completed as part of the DISH

Move-In Deal Receiver Upgrade Promotional Program.

Return of Previously Leased Receivers:

Subscribers who exchange leased Receivers under this Plan must return their exchanged Receivers directly to DISH. DISH will provide boxes and shipping

instructions to the Subscriber. Retailers may not return equipment on a Subscriber's

behalf.

Prior Agreements: Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior

Plan Agreement continues to apply to any equipment leased under that prior Plan

Agreement.

Additional Limitations: Subscribers may not participate in the <u>DISH Move-In Deal Receiver Upgrade Plan</u>

within 14 days of participating in the <u>DISH Move-In Deal</u> Plan or <u>Change Receiver</u>. Subscribers originally installed with a Dish 1000.4 or Dish 1000.2 EA antenna may only upgrade to <u>MPEG-4</u> Receivers in any subsequent transaction if they move to or

within an Eastern Arc Market.

Plan Agreement: DISH Move-In Deal Receiver Upgrade Plan Agreement.

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DISH RETAILER MASTER BUSINESS RULES

RETAILER INCENTIVES



Effective Date: July 11, 2024 through September 4, 2024

New Residential Subscriber Promotional Programs / Installation Incentives, and Equipment Discounts

Equipment Discounts

Primary and Additional Receiver Residential Equipment Discounts DHA24 and Flex24 Plans

Primary Antennas Equipment Discounts DHA24 and Flex24 Plans

Additional Wing Antennas Equipment Discounts DHA24 and Flex24 Plans

Other Equipment Discounts DHA24 and Flex24 Plans

Activation Incentives

<u>Activation Incentives – DHA24 Plans</u>

Activation Incentives - Flex 24 and FlexTV Plans

Additional Receiver Payments

DISH Install Activation Incentives

Monthly Incentives

Monthly Residential Incentives - DHA24 Plans

Monthly Residential Incentives - Flex24 and FlexTV Plans

Sling TV

Sling TV Incentives

Equipment Discounts listed below, including but not limited to Receiver and Antenna payments, are subject to a 30-Day Non-pro-rated Chargeback period, unless otherwise specified by DISH in its Sole Discretion. Installation Incentives listed below are subject to a 180-Day Non-pro-rated Chargeback period, unless otherwise specified by DISH in its Sole Discretion.

The following apply for all Equipment Discounts and Installation Incentives:

- The Retailer must have purchased the equipment directly from Echosphere or an Authorized Distributor.
- The Retailer must have transferred the equipment directly to DISH.
- DISH must have leased the equipment to a Qualifying Residential Programming Subscriber under one of the DHA24 plans or the Flex24 plan.
- The Retailer must have installed the equipment at the Qualifying Residential Programning Subscriber's Residential Location in a qualifying location within the Territory in full compliance with Section 2.9 of the Retailer Agreement. Equipment must be activated on the account within 14 days of initial activation in order to qualify for any Equipment Discounts or Incentives.
- The Qualifying Residential Programming Subscriber must subscribe to Eligible Residential Programming and continue to subscribe to Eligible Residential Programming for the duration of the applicable Chargeback period. Eligible Residential Programming must be present on the account within 1 day of activation.
- All payments with the exception of Antenna Equipment Discounts or Incentives may apply to Residential accounts activated on a Shared DISH MDU Property.

In the event that Retailer directly or indirectly sells, leases or otherwise transfers possession of a DISH System 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 DISH upon demand: (1) a fee of no less than Fifty and 00/100 Dollars (\$50.00) for each and every channel of unauthorized Programming received by said person or entity multiplied by the number of Units or Drops (as set forth in the applicable Business Rules) receiving the unauthorized Programming at the applicable Residential Location, Institutional/Residential Location, bulk-billed MDU Property, Unit of a non-bulk-billed MDU Property, Guest Property or Commercial Location (such amount, the "Unauthorized Programming Fee"), 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). The foregoing is without prejudice to any other rights and remedies that DISH and/or any Affiliate(s) of DISH may have at law, in equity, under contract or otherwise (all of which are hereby expressly reserved).

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Equipment Discounts

Primary and Additional Receiver Residential Equipment Discounts DHA24 and Flex24 Plans						
DHA24 Plans	Flex24 Plans	Receiver Model	Primary Receiver	2 nd Receiver	3 rd Receiver	4 th - 6 th Receiver
		Hopper 3	\$199	N/A	N/A	N/A
		Hopper 2	\$199	\$199	N/A	N/A
DHA1	FDHA1	Hopper Duo	\$99	N/A	N/A	N/A
DHA2	FDHA2	4K Joey	N/A	\$99	\$99	\$99
DHA3	FDAH3	Super Joey	N/A	\$99	N/A	N/A
DHA4	FDHA4	Joey 2 / Joey 3	N/A	\$49	\$49	\$49
DHA5	FDHA5	Joey 4	N/A	\$99	\$99	\$99
DHA6	DHA6 FDHA6	Wireless Joey	N/A	\$49	\$49	\$49
		Wireless Joey 4	N/A	\$99	\$99	\$99
		Wally	\$49	\$49	\$49	\$49

Receiver Equipment Discounts FlexTV Plan							
FlexTV Plan	FlexTV Plan Receiver Primary 2 nd 3 rd 4 th - 6 th Receiver Receiver Receiver Receiver						
HOP2FLEX	Hopper 2	\$99	\$99*	N/A	N/A		

^{*} Please note that an Assistance Request must be submitted in order for a Retailer to receive payment for the installation of a second Hopper 2 on a FlexTV Account.

	Receiver A	ccessory Equipment I	Disc	ounts DHA24 and Flex24 Pla	ans
DHA24	DHA24 Plans Flex24 Plans			Accessory Model	Equipment Discount
DHAH	IOP+	FDHAHOP+		Hopper Plus	\$99
	Primary A			unts DHA24 and Flex24 Pla	ns
Onto mam.	A	Dish 100	0.2	_ v	
Category	Amount	Payment		Additional Requi	rements
Antenna Equipment Discount	\$65	DHANTENNA FDHANTENNA		Contiguous United States, except when the 77° orbital location is required. Activation of Hopper 3 or Hopper 2.	
Installation Incentive	N/A	N/A			
		Dish 1000.2	or D		
Category	Amount	Payment	Additional Requirements		
Antenna Equipment Discount	\$50	DHANTENNA FDHANTENNA		 Contiguous United States. One DPP44 or DPH34 switch used with the activation of a Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a Wally Receiver in the 5th position. DPH42 or DPH34 switch used with the activation of a Hopper 3 or Hopper Duo with a Dish 1000.4 antenna 	
Switch Equipment Discount	\$55	DHA44SWTCH DHA44SW5TH DHA42SWCH FDHA44SW FDHA44SW5 FDHA42SWCH			
Installation Incentive	N/A	N/A	and Eligible Residential Programming broadcast from the 77° orbital location.		mming broadcast from

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		5	i00+
Category	Amount	Payment	Additional Requirements
Antenna Equipment Discount	\$25	DHA500+ FDHA500+	Contiguous United States. Eligible Residential Programming and any programming broadcast from the 118.7° orbital
Switch Equipment Discount	\$25	DHA33SWTCH DHA44SWTCH FDHA33SW FDHA44SW	location; or • Residential Basic International Programming. • DPP33 switch used with the activation of Wally Receivers in the 1st through 3rd positions.
Installation Incentive	\$35	DHAFSSINS FDHAFSSINS	 DPP44 or DPH34 switch with the activation of a Wally Receiver in the 4th position. DPP44 or DPH 34 switch and a DPP33 switch with the activation of a Wally Receiver in the 5th position.
	•	DPI	P 500+
Category	Amount	Payment	Additional Requirements
Antenna Equipment Discount	\$25	DHA500+ FDHA500+	Contiguous United States. Eligible Residential Programming and any
Switch Equipment Discount	\$55	DHA44SWTCH DHA44SW5TH FDHA44SW FDHA44SW5	programming broadcast from the 118.7° orbital location; or Residential Basic International Programming One DPP44 or DPH34 switch used with the activation
Installation Incentive	\$35	DHAFSSINS FDHAFSSINS	of 4 or more Wally Receivers.
		10	000+
Category	Amount	Payment	Additional Requirements
Antenna Equipment Discount	\$45	DHA1000+ FDHA1000+	Contiguous United States Eligible Residential Programming, any programming
Switch Equipment Discount	\$55	DHA44SWTCH DHA44SW5TH FDHA44SW FDHA44SW5	 broadcast from the 110°, 119°, and 118.7° orbital location. One DPP44 or DPH34 switch used with the activation of a Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the
Installation Incentive	\$35	DHAFSSINS FDHAFSSINS	activation of a Wally Receiver in the 5 th position.
		DPP	1000+
Category	Amount	Payment	Additional Requirements
Antenna Equipment Discount	\$70	DHA1000+ FDHA1000+	 ◆Contiguous United States ◆Eligible Residential Programming, any programming broadcast from the 110°, 119°, and 118.7° orbital
Switch Equipment Discount	\$55	DHA44SW5TH FDHA44SW5 DHA42SWCH FDHA42SWCH	location. •DHA44SW5TH and FDHA44SW5 switch payments require the activation of a Wally Receiver in the 5 th position.
Installation Incentive	\$35	DHAFSSINS FDHAFSSINS	DPH42 switch requires activation of Hopper 3 Receiver.
	Disl	500 AK with LNBF H	YBRID/SLIMLINE 1000.2 WA
Category	Amount	Payment	Additional Requirements
Antenna Equipment Discount	\$70	DHANTENNA FDHANTENNA	 Alaska. Retailer may only receive a maximum of 6 Installation Incentives per Subscriber Account. Activation of Hopper 3 or Hopper 2.
Installation Incentive	\$20	DHARECINS 1-6 FDHARECINS 1-6	The state of the s

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		Dish 500 AK with I	LNBF DPP 1000.2 WA				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$55	DHANTENNA FDHANTENNA	Alaska. Retailer may only receive a maximum of 6 Installation				
Switch Equipment	\$65	DHA44SWTCH FDHA44SW	Incentives per Subscriber Account. • Activation of Wally Receiver. • Activation of a Hopper Duo Receiver.				
Discount	\$55	DHA44SW5TH FDHA44SW5	One DPP44 or DPH34 switch used with the activation of a Wally Receiver in the 4 th position.				
Installation Incentive	\$20	DHARECINS 1-6 FDHARECINS 1-6	• Two DPP44 or DPH34 switches used with the activation of a Wally Receiver in the 5th position.				
		50	DOAK				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$70	DHANTENNA FDHANTENNA	 Alaska. Installation Incentive applies to each Receiver activated on an account up to the maximum of 6. 				
Switch Equipment Discount	\$35	DHA33SWTCH DHA44SWTCH FDHA33SW FDHA44SW	 DPP33 switch used with the activation of Wally or Hopper Duo Receivers in the 1st through 3rd positions. DPP44 or DPH34 switch with the activation of a Wally Receiver in the 4th position. 				
Installation Incentive	\$20	DHARECINS 1-6 FDHARECINS 1-6	DPP44 or DPH34 switch and a DPP33 switch with the activation of a Wally Receiver in the 5 th position.				
Di	sh 500 HI 110/1	19 or Dish 500 HI 119	with LNBF HYBRID/SLIMLINE 1000.2 WA				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$70	DHANTENNA FDHANTENNA	Hawaii. Retailer may only receive a maximum of 1 Installation				
Installation Incentive	\$20	DHARECINS FDHARECINS	Incentives per Subscriber Account. • Activation of Hopper 3 or Hopper 2.				
	Dish 500 l	HI 110/119 or Dish 500	HI 119 with LNBF DPP 1000.2 WA				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$55	DHANTENNA FDHANTENNA	● Hawaii.				
Switch Equipment	\$65	DHA44SWTCH FDHA44SW	Retailer may only receive a maximum of 1 Installation Incentives per Subscriber Account. A Activities of Welly Receiver.				
Discount	\$55	DHA44SW5TH FDHA44SW5	 Activation of Wally Receiver. Activation of a Hopper Duo Receiver. One DPP44 or DPH34 switch used with the activation 				
Installation Incentive	\$20	DHARECINS FDHARECINS	of a Wally Receiver in the 4 th position. • Two DPP44 or DPH34 switches used with the activation of a Wally Receiver in the 5 th position.				
	International Programming in Non-CONUS Locations						
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$50	DHANTENNA FDHANTENNA	 Puerto Rico, U.S. Virgin Islands, Alaska, and Hawaii International Programming broadcast from the 118.7° orbital location. 				
Switch Equipment Discount	\$55	DHA33SWTCH DHA44SWTCH FDHA33SW FDHA44SW	 DP34 or DPP33 switch with the activation of Wally Receivers in the 1st through 3rd positions. DPP44 or DPH34 switch with the activation of a Wally Receiver in the 4th position. 				

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Installation Incentive	\$35	DHAFSSINS FDHAFSSINS	 DPP44 or DPH34 switch and a DP34 or DPP33 switch with the activation of a Wally Receiver in the 5th position. Please note that an Assistance Request must be submitted in order for a Retailer to receive payment for this particular installation.
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			for this particular installation.				
	Additional Wing Antennas Equipment Discounts DHA24 and Flex24 Plans						
			500, 24" Dish, or 30" Dish				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$50 \$70	DHAWINGEQ FDHAWINGEQ	 Contiguous United States, Alaska, Hawaii, or Puerto Rico/U.S. Virgin Islands. Activation of a DISH System at a Residential Location: 				
Switch Equipment	\$25 \$35 (Alaska and Hawaii Only)	DHA33SWTCH FDHA33SW	 Within one of the Eastern Arc with Eligible Local Networks at 110° or 119° Markets; or Within Fairbanks, AK, or Juneau, AK, and activation of Eligible Local Network Programming Broadcast from the 110° orbital location; or Within Alaska or Hawaii and activation of the Flex Pack or an AT200 or higher or DishLATINO or higher programming 				
Discount	\$55 \$65 (Alaska and Hawaii Only)	DHA44SWTCH FDHA44SW DHA42SWCH FDHA42SWCH	package; or Eligible Local Network Programming broadcast from the 110° and 119° orbital locations and any International Programming broadcast from the 118.7° orbital location and Eligible Local Network Programming broadcast from the 61.5° or 77° orbital location; or Within an <u>Eastern Arc Markets</u> and with a DishLATINO programming package along with HD Programming where				
Installation Incentive	\$75	DHAWNGINS FDHAWNGINS	there is no line of site to the 77° orbital location. • DPP33 switch used with the activation of Wally Receivers in the 1st through 3rd positions. • DHA44SWTCH and FDHA44SW switch payments require the activation of a Wally Receiver in the 4th position.				
			500+				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$25	DHA500+ FDHA500+	 Contiguous United States or Puerto Rico/U.S. Virgin Islands. International Programming broadcast from the 118.7° orbital location and Eligible Residential Programming broadcast from 				
Switch Equipment Discount	\$55	DHA44SWTCH DHA44SW5TH FDHA44SW FDHA44SW5	the 61.5° and 77° orbital locations; or ■ Eligible Residential Programming broadcast from the 119° orbital location and International Programming broadcast from the 118.7° orbital location.				
Installation	\$75	DHAEA5+IN FDHAE5+IN	 One DPP44 or DPH 34 switch used with the activation of a Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a 				
Incentive	\$35	DHAFSSINS FDHAFSSINS	Wally Receiver in the 5 th position.				
		<u>'</u>	DPP 500+				
Category	Amount	Payment	Additional Requirements				
Antenna Equipment Discount	\$25	DHA500+ FDHA500+	Contiguous United States or Puerto Rico/U.S. Virgin Islands. International Programming broadcast from the 118.7° orbital				
Switch Equipment Discount	\$55	DHA44SWTCH DHA44SW5TH DHA44SWCH4 DHA42SWCH FDHA44SW FDHA44SW5	location and Eligible Residential Programming broadcast from the 61.5° and 77° orbital locations; or International Programming broadcast from the 118.7° orbital location and Eligible Residential Programming broadcast from the 61.5° and 72.7° orbital locations; or				

		FDHA44SWC4 FDHA42SWCH	Eligible Residential Programming broadcast from the 119° orbital location and International Programming broadcast from
	\$75	DHAEA5+IN FDHAE5+IN	the 118.7° orbital location. ■ One DPP44 or DPH34 switch used with the activation of 4 or
Installation Incentive	\$35	DHAFSSINS FDHAFSSINS	 more Wally Receivers. Additional DPP44 or DPH34 switch will pay only when the customer has a Wally Receiver on the Eastern Arc and has a wing dish to 118.7. DPH42 or DPH34 Switch use with the activation of a Hopper Duo, Hopper 2, or Hopper 3; and programming broadcast from the 61.5° and 72.7° orbital locations.
		International Pro	ogramming in Non-CONUS Locations
Category	Amount	Payment	Additional Requirements
Antenna Equipment Discount	\$25 DP500+ \$50 DPP500 +	DHA500+ FDHA500+	 Puerto Rico, U.S. Virgin Islands, Alaska, or Hawaii. International Programming broadcast from the 118.7° orbital location and Eligible Residential Programming broadcast from the 61.5° and 77° or 119° orbital locations.
Switch	\$25	DHA33SWTCH FDHA33SW	 DPP33 switch used with the activation of Wally Receivers in the 1st through 3rd positions.
Equipment \$35 Discount Alaska Hawaii		DHA44SWTCH FDHA44SW	 One DPP44 or DPH34 switch used with the activation of a Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a
Installation	\$35	DHAFSSINS FDHAFSSINS	 Wally Receiver in the 5th position. Please note that an Assistance Request must be submitted in order for a Retailer to receive payment for this particular
Incentive			installation.

		Other Equipme	nt Discounts DHA24 and Flex24 Plans
Category	Amount	Payment	Additional Requirements
Wireless Joey Access Point	\$50	ACCESPOINT	 Activation of a Wireless Joey Access Point. Two Wireless Joey Access Points are required on accounts with 4 Wireless Joeys. Please note that an Assistance Request must be submitted in order for a Retailer to receive payment for the installation of a second Wireless Joey Access Point.
Hub	\$5 Solo Hub \$10 Duo Hub	DHAHUB FDHAHUB	 Solo Hub - Installation and activation of a single Hopper 3 or Hopper 2 Receiver with a Dish 1000.2 WA Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline or LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Solo Hub - Installation and activation of a single Hopper Duo with a LNBF Dish 1000.2 WA or LNBF Dish 1000.2 EA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Duo Hub - Installation and activation of a second Hopper 2 or Super Joey Receiver with a Dish 1000.2 WA Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline or LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Activations with Hopper 3 or Hopper 2 Receivers will only be eligible for DPH Equipment Discounts. Hopper Duo is eligible for a DPP antenna and to be reimbursed for a Solo Hub. Activations with Wally Receivers will only be eligible for DPP Equipment Discounts. Only one hub Incentive payment per installation.

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Hopper /Joey Node	\$25 Solo Node \$50 Duo Node	DHANODE FDHANODE	 Solo Node - Installation and activation of a single Hopper 2 or a Hopper Duo Receiver. Duo Node - Installation and activation of a second Hopper 2 Receiver. The Hopper/Joey Node Equipment Discount does not apply when the following are installed: Dish 1000.2 WA Hybrid/Slimline. Dish 1000.2 EA Hybrid/Slimline. LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with a Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Only one node Incentive payment per installation. Activations with Hopper 2 Receiver will only be eligible for DPH Equipment Discounts. Activations with Wally Receivers will only be eligible for DPP Equipment Discounts. 	
Super Joey Integrator	\$7	DHAINTGR FDHAINTG	 Installation of a Super Joey integrator. The Super Joey Integrator Equipment Discount does not apply when the following are installed: Dish 1000.2 WA Hybrid/Slimline. Dish 1000.2 EA Hybrid/Slimline. LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with a Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. 	
Connectivit y Device Equipment Discount	\$25	CONNECTAC C FTCONNACC	 Dish 500 HI 119. Installation of a Wireless Broadband Connector or Hopper Internet Connector within 30 days of the initial account activation. Installation of any Hopper Receiver. Hopper 3, Hopper 2, and Hopper Duo are only eligible for the Connectivity Device Equipment Discount if its internal Wi-Fi is not active. Requires Broadband connection. Two signal tests may occur within 30 days of the set top box being connected. Both tests must be positive for Retailer to receive Connectivity Device Equipment Discount. No more than 1 Connectivity Device Equipment Discount will be paid per Subscriber account. 180-day Non-prorated Chargeback 	

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Activation Incentives

Activation Incentives DHA24 Plans					
Category	Payment	Chargeback Period	Additional Requirements		
Primary Activation Incentive	\$300 DHA-LR	360-Day prorated Chargeback	Primary Activation Incentive Reductions For each Subscriber Account activated under a DHA24 plan, the Primary Activation Incentive amount will be reduced by the listed amount for each applicable category detailed below. For clarity, one or more reductions may apply, but in no event will a Primary Activation Incentive amount be less than \$0. • Former Subscriber: reduced by \$100. • Welcome Pack, Smart Pack, Flex Pack, DISH America, DishLATINO Básico, or Residential Basic International Programming: reduced by \$75, except when Residential Eligible International Programming is on the account. • A chargeback may apply if a Subscriber downgrades their programming package at any time during the applicable Chargeback Period. • Programming package upgrades made after the initial activation of an account or after a downgrade will not result in Retailer eligibility for a higher primary Incentive or the reimbursement of a chargeback. • Refer A Friend: reduced by \$100 • A chargeback may apply if a Refer A Friend certificate is added to the account after activation. • Intro Savings \$50 Credit: reduced by \$50 • \$100 Mastercard® Gift Card Offer (DHA24 Elite and DHA24 Plus only): reduced by \$200		
DISH Outdoors Bundles	\$50 BUNDLEOUT	30-Day Non- prorated Chargeback	 New Accounts activated with a shipped DISH Outdoors Bundles as part of a new Residential Account or as a standalone sale. Plan requirements: All DHA24 Plans. Applies to sales-only Retailer orders only. 		
	Quality 4: \$150 QUALITY4				
Quality Customer	Quality 3: \$120 QUALITY3	180-Day	 DISH must designate the Qualifying Residential Programming Subscriber a Quality Customer. Only one Quality Customer Incentive will be paid per 		
Incentive	Quality 2: \$70 QUALITY2	Non-prorated Chargeback	 Only one Quality Customer incentive will be paid per qualifying Subscriber Account. 24-month Term Commitment required. 		
	Quality 1: \$70 QUALITY1				
Programming Incentive	Tier 1: \$20 HIGHCORE	180-Day Non-prorated Chargeback	 Tier 1: Activation of America's Top 120 Plus or DishLATINO Plus. Tier 2: Activation of America's Top 200 and higher or DishLATINO Dos or higher. 		

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			A Accounts activated with Walcoma Dask Conart Dask
	Tier 2: \$50 HIGHCORE		 Accounts activated with Welcome Pack, Smart Pack, Flex Pack, DishLATINO Básico, or Residential Basic International Programming are considered ineligible for this Incentive regardless of any modification made to the accounts programming post activation. Only one Programming Incentive will be paid per Subscriber Account.
International Bonus Incentive	\$100 INTBON-LR	180-Day Non-prorated Chargeback	 Activation of America's Top 120 and higher or DishLATINO Clásico and higher. Activation of one or more of the Residential Eligible International Programming by Language Group packages, as listed in the Master List of Definitions. Only one International Bonus Incentive will be paid per Subscriber Account.
Connectivity Incentive	\$25 CONNECTED	180-Day Non-prorated Chargeback	 Qualified and Eligible Hopper or Wally Receiver. Requires Broadband connection. Two successful signal tests must occur within the first 21 days of the Receiver being connected: The first successful signal test must occur within the first seven days. The second successful signal test must occur between day 8 and day 21 following the first successful signal test. No more than one Connectivity Incentive will be paid per Subscriber Account.
Whole Hopper Incentive	\$55 WHOLE	180-Day Non-prorated Chargeback	 Activation of a Hopper 3 or Hopper 2 model Receiver. No more than one Whole Hopper Incentive will be paid per Subscriber Account.
Smart Hopper Incentive	\$55 SMART	180-Day Non-prorated Chargeback	 Activation of a Hopper Duo model Receiver. No more than one Smart Hopper Incentive will be paid per Subscriber Account.
DISH BrandDRIVE <u>Co-op</u> Accruals	Quality 4: \$125 DBRNDQLTY4 Quality 3: \$100 DBRNDQLTY3 Quality 2: \$80 DBRNDQLTY2 Quality 1: \$40 DBRNDQLTY1 Quality 0: \$0 DBRNDQLTY0	0-Day Chargeback	 Subject to applicable Business Rules, including without limitation, Quality Customer and the DISH BrandDRIVE Simplified Marketing and Co-op Rules. Co-op accruals are not payments, but are credits to Retailers' DISH BrandDRIVE Co-op funds. All DISH BrandDRIVE Co-op Accruals will be maintained within the DISH BrandDRIVE system. Retailers will not see these DISH BrandDRIVE Co-op Accruals in their payment files.
DISH and Hughes Bundle Offer Co-op Accrual	\$50	0-Day Chargeback	 Valid from May 16, 2024 through August 15, 2024. Subject to applicable Business Rules, including without limitation, Quality Customer and the DISH BrandDRIVE Simplified Marketing and Co-op Rules. Co-op accruals are not payments, but are credits to Retailers' DISH BrandDRIVE Co-op funds. All DISH BrandDRIVE Co-op Accruals will be maintained within the DISH BrandDRIVE system. Retailers will not see these DISH BrandDRIVE Co-op Accruals in their payment files. New DISH TV and New Hughesnet Customers only.

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			 The DISH and Hughes Bundle Offer ("Dish Bundle Offer") must be selected in the Hughesnet POW. The Hughesnet Standard Offer is not eligible. Both DISH TV and Hughesnet accounts must be activated to receive this Accrual.
DirecTV Switcher Offer	DHA24 Elite Retailer Install: \$100 SWITCHER DHA24 Elite DISH Install: \$50 SWITCHER DHA24 Plus Retailer Install: \$50 SWITCHER DHA24 Plus ROMA Plus DISH Install: \$50 SWITCHER DHA24 Plus DISH Install: \$25 SWITCHER	180-Day Non-prorated Chargeback	 The Offer Code DTV2DISH must be on the account at the time of creation. Payout of incentive will commence once a Subscriber's Account has been activated and their DirecTV Satellite Service bill is validated. Offer available from May 11, 2023 through April 10, 2024.

Activation Incentives – Flex 24 and FlexTV Plans					
Category	Flex24	FlexTV	Chargeback Period	Additional Requirements	
Primary Activation Incentive	\$150 FLEXRES- LR	\$100 FLEXRES- LR	360-Day 50% Chargeback	FlexTV allows activation of Racetrack Television Network and Service Access Fee without other Eligible Residential Programming. Primary Activation Incentive Reductions For each Subscriber Account activated under a Flex24 or FlexTV plan, the Primary Activation Incentive amount will be reduced by the listed amount for each applicable category detailed below: Refer A Friend: reduced by \$100 A chargeback may apply if a Refer A Friend certificate is added to the Account after activation.	
DISH Outdoors® Bundles	\$50 FBUNDLE OUT	\$50 FBUNDLE OUT	30-Day Non- prorated Chargeback	 New Accounts activated with a DISH Outdoors® Bundles as part of a new Residential Account or as a standalone sale. Plan requirements: Flex24 and FlexTV. Applies to sales-only Retailer orders only. 	
Connectivity Incentive	\$25 FCONNECT	\$25 FCONNECT	180-Day Non-prorated Chargeback	 Qualified and Eligible Hopper or Wally Receiver. Requires Broadband connection. Two successful signal tests must occur within the first 21 days of the Receiver being connected: The first successful signal test must occur within the first seven days. The second successful signal test must occur between day 8 and day 21 following the first successful signal test. No more than one Connectivity Incentive will be paid per Subscriber Account. 	

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DISH BrandDRIVE <u>Co-op</u> Accrual	N/A	\$40 DBRND- FLEX	0-Day Non- prorated Chargeback	 Activation of DishLATINO Básico, DishLATINO Clásico, DishLATINO Plus, DishLATINO Dos and DishLATINO Max. DISH BrandDRIVE Co-op Accruals are subject to applicable Business Rules, including without limitation, Quality Customer and the DISH BrandDRIVE Simplified Marketing and Co-op Rules. DISH BrandDRIVE Co-op Accruals are not payments, but are credits to Retailers' DISH BrandDRIVE Co-op funds. All DISH BrandDRIVE Co-op Accruals will be maintained within the DISH BrandDRIVE system. Retailers will not see these DISH BrandDRIVE Co-op Accruals in their payment files.
Whole Hopper Incentive	\$50 FWHOLE	\$50 FWHOLE	180-Day Non-prorated Chargeback	 Activation of a Hopper 3 or Hopper 2 model Receiver. No more than one Whole Hopper Incentive will be paid per Subscriber Account.
Smart Hopper Incentive	\$50 FSMART	\$50 FSMART	180-Day Non-prorated Chargeback	 Activation of a Hopper Duo model Receiver. No more than one Smart Hopper Incentive will be paid per Subscriber Account.

Additional Receiver Payments					
Receiver Type	Amount	DHA24 Plans	Flex24	FlexTV	Additional Requirements
Hopper 2 4K Joey Super Joey Joey 4 Joey 3 Joey 2 Wireless Joey Wireless Joey 4 Wally	\$25 \$50	DHA2ADDL DHA3ADDL DHA4ADDL DHA5ADDL DHA6ADDL	FDHA2ADDL FDHA3ADDL FDHA4ADDL FDHA5ADDL FDHA6ADDL	FTADDLREC	 Activation of a DISH Receiver as an Additional Receiver. For DHA24 and Flex24 Plans, to be eligible for payment, the Additional Receiver(s) must be activated within 14 days of account activation. O-Day Chargeback. Additional Receiver payments will be charged back if a Subscriber agreement is not received or is incomplete.

DISH Install Activation Incentives					
Category	DHA24 Plans	Flex24 and FlexTV	Chargeback Period	Additional Requirements	
Primary Activation Incentive	\$100 DHA-DI	\$50 FLEXRES- DI	180-Day Non-prorated Chargeback	The Primary Activation Incentive will be reduced as outlined below. For clarity, one or more reductions may apply, but in no event will a Primary Activation Incentive amount be less than \$0. DHA24 Adjustments Former Subscriber: reduced by \$100 Welcome Pack, Smart Pack, Flex Pack, DISH America, DishLATINO Básico, or Residential Basic International	

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				Programming: reduced by \$50, except when Residential Eligible International Programming is on the account. A chargeback may apply if a Subscriber downgrades his or her programming package at any time during the applicable Chargeback Period. Programming package upgrades made after the initial activation of an account or after a downgrade will not result in Retailer eligibility for a higher primary Incentive or the reimbursement of a chargeback. Refer A Friend: reduced by \$100 A chargeback may apply if a Refer A Friend certificate is added to the account after activation. Intro Savings \$50 Credit: reduced by \$50 Flex24 and FlexTV Adjustments Refer A Friend: reduced by \$100 A chargeback may apply if a Refer A Friend certificate is added to the account after activation.
Quality Customer Incentive	Quality 4: \$0 QLTY4-DI Quality 3: \$0 QLTY3-DI Quality 2: \$0 QLTY2-DI Quality 1: \$0 QLTY1-DI	N/A	180-Day Non-prorated Chargeback	 DISH must designate the Qualifying Residential Programming Subscriber a Quality Customer. Only one Quality Customer Incentive will be paid per qualifying Subscriber Account. 24-month Term Commitment required.
International Bonus Incentive	\$0 INTBON-DI	N/A	180-Day Non-prorated Chargeback	 Activation of one of the Residential Eligible International Programming by Language Group packages, as listed in the List of Master Definitions. Subscriber must select America's Top 120 and higher or DishLATINO Clásico and higher. Only one International Bonus Incentive will be paid per Subscriber account.
Programming Incentive	Tier 1 \$0 HIGHCORE- DI Tier 2 \$0 HIGHCORE- DI	N/A	180-Day Non-prorated Chargeback	 Tier 1: Activation of America's Top 120 Plus or DishLATINO Plus. Tier 2: Activation of America's Top 200 and higher or DishLATINO Dos and higher. Accounts activated with Welcome Pack, Smart Pack, Flex Pack, DishLATINO Básico, or Residential Basic International Programming are considered ineligible for this Incentive regardless of any modification made to the accounts programming post activation. Only one Programming Incentive will be paid per Subscriber account.

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Whole Hopper Incentive	\$0 WHOLE-DI	\$0 FWHOLE- DI	180-Day Non-prorated Chargeback	 Activation of a Hopper 3 or Hopper 2 model Receiver. No more than one Whole Hopper Incentive will be paid per Subscriber Account.
Smart Hopper Incentive	\$0 SMART-DI	\$0 FSMART-DI	180-Day Non-prorated Chargeback	 Activation of a Hopper Duo model Receiver. No more than one Smart Hopper Incentive will be paid per Subscriber Account.

Smart Home Sales - DISH Install and OnTech Linkout Activation Incentive						
Incentive	Amount	Chargeback Period	Additional Requirements			
Smart Home Product Incentive – New DISH Customer	10% of MSRP (at time of Work Order closure) ONTECH	30-Day 100% Non-prorated Chargeback	 Incentive is 10% of MSRP of smart home product(s) sold in Axiom at the time the Activation Work Order is closed. Incentive will only be paid for actual products and services sold in Axiom and installed at customer premisis. 100% Non-prorated Chargeback applies if the Subscriber returns smart home product(s) within 60 days of Account Activation or if the Subscriber disconnects their Account within 30 days of Account Activation. If the customer disputes the credit card charge(s) or fails to pay for the smart home product(s) and installation, Retailer will be charged back 100% of the DISH cost of the smart home product(s) and installation. 			
Smart Home Product Incentive – Non-DISH Customer or Existing Subscriber	10% of MSRP (at time of sale) SERVICEIHS PRODUCT		 Incentive is 10% of MSRP of smart home product(s) sold through the OnTech website at the time of sale. Incentive will only be paid for actual products and services sold and installed at customer premisis. 100% Non-prorated Chargeback applies if the Subscriber returns smart home product(s) within 60 days of purchase. If the customer disputes the credit card charge(s) or fails to pay for the smart home product(s) and installation, Retailer will be charged back 100% of the DISH cost of the smart home product(s) and installation. 			
Smart Home OnTech Linkout	10% of MSRP (at time of sale) PRODUCT	0-Day Non-prorated Chargeback	 Incentive is 10% of MSRP of smart home product(s) and service(s) sold through the OnTech website at the time of sale. Total products and services does not include applicable taxes and fees. Installation not required. 			

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Monthly Incentives

		Monthly Re	sidential Incentives –	DHA24 Plans
Category	An	nount	Chargeback Period	Additional Requirements
	Net Residential Subscriber Accounts per quarter* 0-5 6-25 26-62 63-249 250-624 625+	Payment per Residential Subscriber Account \$0.00 \$0.50 \$0.75 \$1.00 \$1.25 \$1.50		 See requirements under the "Amount" column. The amount paid per Subscriber Account shall be determined based upon the number of net qualified Residential Subscriber Accounts (i.e., new Subscriber Accounts activated in the previous calendar quarter minus the new Subscriber Accounts within the same measurement period that have already deactivated or gone on DISH Pause) that were activated during the previous calendar quarter. Activation of a Primary Receiver. Eligible Residential Programming. Paid for a maximum period of 60 months
Monthly Incentive	MNTHLYINCT MONTHLYSO		Monthly Incentives will be charged back for any month in which the Subscriber did not pay their account balance in accordance with their plan agreement and the applicable Incentive was paid.	
AccountsAccounts	activated unde activated unde	er the Flex24/DIS er the FlexTV/DIS	H Install Flex24 Promoti	ional Programs.
DISH Protect Monthly Incentive	\$2.50 PROTPLAN		Monthly Incentives will be charged back for any month in which the Subscriber did not pay their account	 Activation of a Primary Receiver. Subscriber chooses to accept DISH Protect. Retailer services Subscriber in accordance with the DISH Protect Business Rules.

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		balance in accordance with their plan agreement and the applicable Incentive was paid.	 Monthly Incentives with respect to any Residential Subscriber Accounts will discontinue if the account has terminated any agreement with DISH, has been disconnected for any reason, or has gone on DISH Pause. If a Residential Subscriber Account remains continuously active and is not in DISH Pause, but removes and later resubscribes to DISH Protect, the DISH Protect Monthly Incentive Payments will resume. Monthly Residential Incentives will not restart should the Residential Subscriber Account reactivate or return from DISH Pause. Contiguous United States, Hawaii, Puerto Rico*, U.S. Virgin Islands, and Authorized Alaska ZIP Codes.
OnTech Smart Home Protect Monthly Incentive	\$1.50 OTPP-DHA	Monthly Incentives will be charged back for any month in which the Subscriber did not pay their account balance in accordance with their plan agreement and the applicable Incentive was paid	 Retailers will receive \$1.50 per month for up to 36 months while the customer is participating in the OnTech Smart Home Protect program. Activation of a Primary Receiver. Subscriber chooses to accept OnTech Smart Home Protect. Monthly Incentives with respect to any Residential Subscriber Accounts will discontinue if the account has terminated any agreement with DISH, has been disconnected for any reason, or has gone on DISH Pause. If a Residential Subscriber Account remains continuously active and is not in DISH Pause, but removes and later resubscribes to OnTech Smart Home Protect, the OnTech Smart Home Protect Monthly Incentive Payments will resume. Monthly Residential Incentives will not restart should the Residential Subscriber Account reactivate or return from DISH Pause.
dishNET Satellite Internet Monthly Incentive	\$1.00 WBRESID	Monthly Incentives will be charged back for any month in which the Subscriber did not pay their account balance in accordance with their plan agreement and the applicable Incentive was paid.	 Eligible dishNET Satellite Internet Package. Monthly Residential Incentives with respect to any Qualifying Residential Internet Subscriber Account will discontinue if the account has terminated any agreement with DISH or has been disconnected for any reason. Monthly Residential Incentives will not restart should the Residential Subscriber Account reactivate or return from DISH Pause. Each account must have been authorized to receive Eligible dishNET Satellite Internet for 28 days within a given month in order to be eligible for Monthly Residential Incentives.

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Paid for a maximum period of 36 months following the date of initial activation of
the applicable account.

	Monthly	Residential Ince	entives – Flex24 and FlexTV Plans
Category	Programming	Amount	Additional Requirements
	Welcome Pack, Smart Pack, Flex Pack, DishLATINO Básico or Residential Basic International Programming	\$4.00 FRES-TIER1	 Activation of a <u>Primary Receiver</u>. Eligible Residential Programming. Each account must have been authorized to receive Eligible Residential Programming for 22 days within a given month in order to be eligible for Monthly Residential Incentives. Monthly Residential Incentives with respect to any
Monthly Incentive	America's Top 120 or higher, DishLATINO Clásico or higher, DISH America or higher or Eligible International Programming	\$4.00 FRES-TIER1 and \$2.00 FRES-TIER2 (total Monthly Residential Incentive of \$6.00)	Residential Subscriber Account will discontinue if the account has terminated any agreement with DISH, has been disconnected for any reason, or has gone on DISH Pause. Monthly Residential Incentives will restart and be paid for any month in which the Residential Subscriber Account is active for 22 days. • Monthly Residential Incentives will not restart if the Flex24/FlexTV Residential Subscriber Account disconnects for more than 15 days then restarts more than one time.
DISH Protect Monthly Incentive	N/A	\$2.50 FTPROTPLAN	 Activation of a Primary Receiver. Subscriber chooses to accept DISH Protect. Retailer services Subscriber in accordance with the DISH Protect Business Rules Monthly Incentives with respect to any Residential Subscriber Account will discontinue if the account has terminated any agreement with DISH, has been disconnected for any reason, or has gone on DISH Pause. After a Residential Subscriber Account returns from DISH Pause, Monthly Incentives will restart and be paid for any month in which the Subscriber Account is active for 22 days. Contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands, and Authorized Alaska ZIP Codes. Monthly Incentives will be charged back for any month in which the Subscriber did not pay their account balance in accordance with their plan agreement and the applicable Incentive was paid.
OnTech Smart Home Protect Monthly Incentive	N/A	\$1.50 OTPP-FLEX	 Activation of a Primary Receiver. Subscriber chooses to accept OnTech Smart Home Protect. Monthly Incentives with respect to any Residential Subscriber Account will discontinue if the account has terminated any agreement with DISH, has been disconnected for any reason, or has gone on DISH Pause. After a Residential Subscriber Account returns from DISH Pause, Monthly Incentives will restart and be paid for any month in which the Subscriber Account is active for 22 days. Monthly Incentives will be charged back for any month in which the Subscriber did not pay their account balance in accordance with their plan agreement and the applicable Incentive was paid.

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Sling TV

SLING TV Incentives

Requirements

- Billing Cycles must be **consecutive** and not cumulative to qualify for the Billing Cycle 3/6/12 Month Incentives.
- Incentives are paid upon Subscriber payment for the applicable incentivized Billing Cycle in the following
 monthly calculation period. Incentive(s) for pre-pay promotions will be paid on the following monthly
 calculation period after the time of sale. Any future Incentive(s) will be paid on the next monthly calculation
 period following Subscriber payment for the applicable incentivized Billing Cycle in the following monthly
 calculation period.
 - If a Subscriber is activated with a Free Trial, the Subscriber Billing Cycle will begin upon first Subscriber payment.
- Disconnected Accounts reactivating as a Former SLING TV Subscriber are not eligible for Incentive payments.
- Incentives associated with Subscriber Account refunds and credits outside the normal course of business may be subject to Chargeback.

	Billing Cycle	Amount	Payment	Additional Requirements
	Month 1*	\$35		Average Monthly Services of \$25.00 or higher during the Incentive Calculation
Programming	Month 3	\$25.00	SLINGBC3	Period. Free Trial must roll-to-pay to a monthly
Level 1	Month 6	\$25.00	SLINGBC6	total of \$35 or higher to be eligible for the Month 1 Incentive.
	Month 12	\$25.00	SLINGBC12	*Month 1 Incentive will be paid 2 weeks following the Subscriber's first payment.
	Billing Cycle	Amount	Payment	Additional Requirements
Duo ano maio a	Month 3	\$20.00	SLINGBC3	Average Monthly Services of \$10.00 to
Programming Level 2	Month 6	\$10.00	SLINGBC6	\$24.99 during the Incentive Calculation
Level 2	Month 12	\$10.00	SLINGBC12	Period.
D	Month 3	18%	SLINGBC3	Average Monthly Services of \$7.50 to
Programming Level 3	Month 6	18%	SLINGBC6	\$9.99 during the Incentive Calculation
Level 3	Month 12	18%	SLINGBC12	Period.
Annual Plan	Month 1	18%	SLINGANNUAL	 Annual Plan Promotion only. Does not include 12 Month Prepay options. Any programming added with the discounted Annual Plan at the time of sale will also be calculated at the Annual Plan rate. Any refunds applied to the Subscriber Account during the monthly calculation period will be applied to the Incentive calculation.
	Billing Cycle	Amount	Payment	Additional Requirements
Polish and Mandarin Bonus Incentive	Month 1	\$60	INTL_BONUS	 Annual Plan Promotion only. Does not include 12 Month Prepay options. This one-time Bonus Incentive will be paid on Billing Cycle 1 for the following programming packages: Polish Basic Polish Mosaic Great Wall Great Wall + Jade Great Wall TV Free Trial is not eligible for this Bonus Incentive.

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Existing Residential Subscriber Promotional Programs / Installation Incentives, and **Equipment Discounts**

Receiver Residential Equipment Discounts - Change Receiver and DISH Move-In Deal Upgrade

Change Receiver Incentives and Equipment Discounts

DISH Move-In Deal with Upgrade Incentives and Equipment Discounts

DISH Move-In Deal Incentives and Equipment Discounts

Antenna and Switch Equipment Discounts

Trouble Call Referral Program

For equipment to qualify for each of the following Equipment Discounts and Installation Incentives:

- The DISH Retailer must have purchased the equipment directly from Echosphere or an Authorized Distributor:
- The DISH Retailer must have transferred the equipment directly to DISH;
- DISH must have leased the equipment to a Qualifying Residential Programming Subscriber or Qualifying SDS Subscriber under the Change Receiver, DISH Move-In Deal or DISH Move-In Deal Receiver Upgrade Plans: and
- The DISH Retailer must have installed the equipment at the Subscriber's Residential Location or SDS Location in a qualifying location within the Territory in full compliance with Section 2.9 of the Retailer Agreement.

Required Programming: For an applicable Residential or SDS Subscriber Account to qualify for each of the following Equipment Discounts and Installation Incentives, the Qualifying Residential or SDS Subscriber must subscribe to Eligible Residential Programming and continue to subscribe to Eligible Residential Programming for the duration of the applicable chargeback period.

Existing Subscriber Promotional Plans

Retailers and/or their technicians should call Retail Services at (855) 313-3800 to have the Work Order closed for every Change Receiver or DISH Move-In Receiver Upgrade. On days Retail Services is closed, Retailers and/or their technicians should call the DASH Line to have a work order closed for every Change Receiver or DISH Move-In Deal Receiver Upgrade.

Chargeback Periods for Installation Incentives and Equipment Discounts

All Existing Subscriber Promotional Programs are subject to the 60-Day Technician Visit Warranty chargeback period.

- Change Receiver Promotional Program 0-Day Chargeback period for Installation Incentives and Equipment Discounts.
- <u>DISH Move-In Deal Receiver Upgrade Promotional Program</u> <u>0-Day Chargeback</u> period for Installation Incentives and Equipment Discounts.
- DISH Move-In Deal Promotional Program 180-Day Non-pro-rated Chargeback for Installation Incentives and 30-Day Non-pro-rated Chargeback for Equipment Discounts.

Receiver Resider	Receiver Residential Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade						
Change Receiver	DISH Move-In Deal Upgrade	Receiver Model	Equipment Discount				
		Hopper 3	\$199*				
		Hopper 2	\$199				
	MUP1 MUP2 MUP3 MUP4 MUP5 MUP6	Hopper Duo	\$99				
UPGRADE1		4k Joey	\$99				
UPGRADE 2		Super Joey	\$99				
UPGRADE 3 UPGRADE 4 UPGRADE 5		Joey 2 / Joey 3	\$49				
		Joey 4	\$99				
UPGRADE 6		Wireless Joey	\$49				
		Wireless Joey 4	\$99				
		Wally	\$49				
		ViP 211, ViP 211k, ViP 211z	\$49				

Hopper 3 Plan A with 50% Discount: Equipment Discount is \$174. Hopper 3 Plan A with 100% Discount: Equipment Discount is \$149.

	Change	Receiver Incentive	s and Equipment Discounts
Category	Payment	Amount	Additional Requirements
Change		\$70*	Activation of the first Receiver for Plan A, Plan B, Plan C, or Plan D. *(ViP 211, ViP 211k, ViP 211z, 4K Joey, Wireless)
Receiver Installation Incentive	UPINSTALL	\$150**	Joey, Wireless Joey 4, Joey 2, Joey 3, Joey 4, Super Joey or Wally Receiver). Hopper Plus if account already has Hopper 2 or Hopper 3. ** Hopper 3, Hopper 2, or Hopper Duo Receiver. Upgrade to Hopper 2 or Hopper 3 with a Hopper Plus.
Change Receiver Antenna Installation Incentive	ANTINSTALL	\$75	●Installation of Primary Antenna.
Hopper 3 Plan A Upgrade Incentive	HOP3PLANA	\$25	Activation of a Hopper 3 Receiver for Plan A.
Hopper Plus Accessory	HOPPER+	\$99	 Activation of a Hopper Plus on an Account with an existing Hopper 2 or Hopper 3 Receiver or when upgrading to Hopper 2 or Hopper 3 Receiver
Hub Equipment Discount	HUB	\$5	 Activation of an Additional Receiver on an account that requires the replacement of an installed solo hub with a duo hub. Rural or Remote Alaska where the 76cm bracket is unable to be installed with the Dish 500 AK with LNBF HYBRID/SLIMLINE 1000.2 WA and the DPP LNBF 1000.2 WA is used with a Hopper configuration.
Hopper /Joey Node Equipment Discount	NODE	\$25 Solo Node \$50 Duo Node	 Solo Node – Installation and activation of a single Hopper 2 Receiver. Duo Node – Installation and activation of a second Hopper 2 Receiver. Activation of an additional Hopper 2 on an account that requires the replacement of an installed solo node with a duo node. This will result in a \$25 Solo Node Equipment Discount. Activations with Hopper 2 Receivers will only be eligible for DPH Equipment Discounts. Activations with Wally Receivers will only be eligible for DPP Equipment Discounts.
Super Joey Integrator Equipment Discount	INTEGRATOR	\$7	 Installation of a Super Joey integrator The Super Joey Integrator Equipment Discount does not apply when the following are installed: Dish 1000.2 WA Hybrid/Slimline. Dish 1000.2 EA Hybrid/Slimline. LNBF Hybrid/Slimline 1000.2 WA in conjunction with a Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119.
Wireless Joey Access Point Equipment Discount	ACCESPOINT	\$50	 Activation of a Wireless Joey Access Point. If the Subscriber is upgrading to a Wireless Joey for the first time, then an Access Point is required and the Equipment Discount will be paid. If the Subscriber already has a Wireless Joey and Access Point and is adding one additional Wireless Joey, then there is no need for an

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			additional Access Point; therefore, no Equipment Discount will be paid. • A single Wireless Joey Access Point can service up to 3 Wireless Joeys. • 2 Wireless Joey Access Points are required on accounts with 4 Wireless Joeys. • If the Subscriber has 3 Wireless Joeys serviced by a single Access Point and is adding a fourth Wireless Joey, which necessitates adding a second Access Point for the first time, then the Equipment Discount will be paid. • Please note that an Assistance Request must be submitted in order for a Retailer to receive payment for the installation of a second Wireless Joey Access Point.
Change Receiver 44 Switch	44SWITCH4 44SWITCH544	\$55	 Installation of a DPP44 or DPH34 Switch when a Wally Receiver is added in the 4th position. A second DPP44 or DPH34 switch is used with the activation Wally Receiver in the 5th position.
Change Receiver 42 Switch	42SWITCH	\$55	 Installation and activation of a Hopper 3 with an existing 1000.4, 500+, 1000+ DPP LNB with Eligible Residential Programming broadcast from the 77° orbital location or Eligible International Programming. Rural or Remote Alaska where the 76cm bracket is unable to be installed with the Dish 500 AK with LNBF HYBRID/SLIMLINE 1000.2 WA and the DPP LNBF 1000.2 WA is used with a Hopper configuration.

	DISH Move-In De	eal with Upg	rade Incentives and Equipment Discounts
Category	Payment	Amount	Additional Requirements
DISH Move-In Deal Receiver Upgrade Installation Incentive	ANTINMUP	\$225	 Activation of the first and second Receiver. Installation of the primary antenna. Subscriber's address may not match an address that was previously listed on the account.
Hopper 3 Plan A Upgrade Incentive	MUPH3PLANA	\$25	Activation of a Hopper 3 Receiver for Plan A.
Hopper Plus Accessory	HOPPER+MU P	\$99	Activation of a Hopper Plus when upgrading to Hopper 2 or Hopper 3 Receiver
Additional Receiver Installation Incentive	ADLREC3MUP ADLREC4MUP ADLREC5MUP ADLREC6MUP	\$50	 Installation of an Additional Receiver in the third through sixth position. Maximum of 4 Additional Receiver Installation Incentives. Subscriber's address may not match an address that was previously listed on the account within the past 12 months.
Additional Antenna Installation Incentive	ADDLANTIN	\$75	 Installation of an antenna beyond the primary antenna. Maximum of 2 Additional Antenna Installation Incentives.
Hub Equipment Discount	MUPHUB	\$5 Solo Hub \$10 Duo Hub	 Solo Hub - Installation and activation of a single Hopper 3 or Hopper 2 Receiver with a Dish 1000.2 WA Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline or LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Duo Hub - Installation and activation of a second Hopper 2 or Super Joey Receiver with a Dish 1000.2 WA

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			 Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline or LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Activations with Hopper 3 or Hopper 2 Receivers will only be eligible for DPH Equipment Discounts. Solo Hub - Installation and activation of a single Hopper Duo with a LNBF Dish 1000.2 WA or LNBF Dish 1000.2 EA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Hopper Duo is eligible for a DPP antenna and to be reimbursed for a Solo Hub. Activations with Wally Receivers will only be eligible for DPP Equipment Discounts. Only one hub Incentive payment per installation.
Hopper / Joey Node Equipment Discount	MUPNODE	\$25 Solo Node \$50 Duo Node	 Solo Node - Installation and activation of a single Hopper 2 Receiver. Duo Node - Installation and activation of a second Hopper 2 Receiver. Only one node Incentive payment per installation. Activations with Hopper 2 Receivers will only be eligible for DPH Equipment Discounts. Activations with Wally Receivers will only be eligible for DPP Equipment Discounts.
Super Joey Integrator Equipment Discount	MUPINTGR	\$7	 Installation of a Super Joey integrator. The Super Joey Integrator Equipment Discount does not apply when the following are installed: Dish 1000.2 WA Hybrid/Slimline. Dish 1000.2 EA Hybrid/Slimline. LNBF Hybrid/Slimline 1000.2 WA in conjunction with a Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119.
SDS Mover Upgrade Incentive	SDSMOVERU P	\$100	 Account moving to an SDS Location under a <u>DISH Move-In Deal Receiver Upgrade</u> plan. Accounts moving to an SDS Location under a DISH Move-In Deal Receiver Upgrade plan are not eligible for antenna Equipment Discounts or any installation Incentives associated with a particular antenna. Activation of the first and second Receiver.
Wireless Joey Access Point Equipment Discount	MUP-WAP1	\$50	 Activation of a Wireless Joey Access Point. If the Subscriber is upgrading to a Wireless Joey for the first time, then an Access Point is required and the Equipment Discount will be paid. If the Subscriber already has a Wireless Joey and Access Point and is adding one additional Wireless Joey, then there is no need for an additional Access Point; therefore, no Equipment Discount will be paid. A single Wireless Joey Access Point can service up to 3 Wireless Joeys. 2 Wireless Joey Access Points are required on accounts with 4 Wireless Joeys. If the Subscriber has 3 Wireless Joeys serviced by a single Access Point and is adding a fourth Wireless Joey, which necessitates adding a second Access Point for the first time, then the Equipment Discount will be paid. Please note that an Assistance Request must be submitted in order for a Retailer to receive payment for the installation of a second Wireless Joey Access Point.
42 Switch	MUP42SWCH	\$55	Installation and activation of a Hopper 3 with an existing 1000.4, 500+, 1000+ DPP LNB with Eligible Residential Programming broadcast from the 77° orbital location or Eligible International Programming.

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33 Switch	33SWCHMUP	\$35 (P.R., Alaska, U.S.V.I., Hawaii) \$25 (CONUS)	DPP33 switch used with the activation of ViP Receivers in the first through third Receiver positions. Available in Contiguous United States, Alaska, Hawaii, or Puerto Rico/U.S. Virgin Islands.
44 Switch	44SW4THMUP 44SW5THMUP	\$55	 Installation of a DPP44 or DPH34 Switch when a Wally Receiver is added in the 4th position. A second DPP44 or DPH34 switch is used with the activation Wally Receiver in the 5th position.
24"ANTENNA	24"MUPANT	\$50	 Contiguous United States, Alaska, Hawaii, or Puerto Rico/U.S. Virgin Islands. Activation of DISH System at a Residential Location
24" INSTALL	24MUPANTIN	\$75	within one of the Eastern Arc with Eligible Local Networks at 110° or 119° Markets; or • Activation of DISH System at a Residential Location
30" ANTENNA	30"MUPANT	\$50 (CONUS) \$70 (Alaska)	within Fairbanks, AK, or Juneau, AK, and activation of Eligible Local Network Programming Broadcast from the 110° orbital location; or Activation of DISH System at a Residential Location
30" INSTALL	30"MUPIN	\$75	 within Alaska or Hawaii and activation of the Flex Pack or an AT200 or higher or DishLATINO or higher programming package; or Eligible Local Network Programming broadcast from the 110° and 119° orbital locations and any International Programming broadcast from the 118.7° orbital location and Eligible Local Network Programming broadcast from the 61.5° or 77° orbital location; or Activation of a DISH System at a Residential Location within an Eastern Arc Markets and with a DishLATINO programming package along with HD Programming where there is no line of site to the 77° orbital location.
WINGANTENA	MUPWINGEQ	\$50 (CONUS)	CONUS: • Qualifying antenna configurations: • Dish 500 or Dish 1000.2 with a Dish 500 pointed to the 61.5° or 77° orbital location. Alaska and Hawaii: • Dish 500HW, Dish 500H, or Dish 500AK with an
		(Alaska)	 additional 30" antenna. Qualifying locations: Hawaii or Alaska with Eligible Residential Programming and the Alaska/Hawaii America's Top 120 or higher Programming package.

DISH Move-In Deal Incentives and Equipment Discounts				
Category	Payment	Amount	Additional Requirements	
DISH Move-In Deal Installation Incentive	MVINSTALL	\$135	 Activation of the first and second Receiver. Installation of primary antenna. Standard Professional Installation. Subscriber's address may not match an address that was previously listed on the account. 	
Additional Receiver Installation Incentive	ADDLREC3MV ADDLREC4MV ADDLREC5MV ADDLREC6MV	\$50	 Installation of Additional Receiver in the third through sixth position. Maximum of 4 Additional Receiver Installation Incentives. Subscriber's address may not match an address that was previously listed on the account within the past 12 months. 	
Additional Antenna Installation Incentive	ADDLANTIN	\$75	 Installation of an antenna beyond the primary antenna. Maximum of 2 Additional Antenna Installation Incentives. 	

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			Solo Hub - Installation and activation of a single Hopper 3,
Hub Equipment Discount	MVHUB	\$5 Solo Hub \$10 Duo Hub	 Solo Hub - Installation and activation of a single Hopper 3, or Hopper 2 Receiver with a Dish 1000.2 WA Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline or LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Duo Hub - Installation and activation of a second Hopper 2 or Super Joey Receiver with a Dish 1000.2 WA Hybrid/Slimline, Dish 1000.2 EA Hybrid/Slimline or LNBF Hybrid/Slimline 1000.2 WA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Activations with Hopper 3 or Hopper 2 Receivers will only be eligible for DPH Equipment Discounts. Solo Hub - Installation and activation of a single Hopper Duo with a LNBF Dish 1000.2 WA or LNBF Dish 1000.2 EA when used in conjunction with Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119. Hopper Duo is eligible for a DPP antenna and to be reimbursed for a Solo Hub. Activations with ViP Receivers will only be eligible for DPP Equipment Discounts. Only one hub Incentive payment per installation.
Hopper / Joey Node Equipment Discount	MVNODE	\$25 Solo Node \$50 Duo Node	 Solo Node - Installation and activation of a single Hopper 2 Receiver. Duo Node - Installation and activation of a second Hopper Receiver. Only one node Incentive payment per installation. Activations with Hopper 2 Receivers will only be eligible for DPH Equipment Discounts. Activations with VIP Receivers will only be eligible for DPP Equipment Discounts.
Super Joey Integrator Equipment Discount	MVINTGR	\$7	 Installation of a Super Joey integrator. The Super Joey Integrator Equipment Discount does not apply when the following are installed: Dish 1000.2 WA Hybrid/Slimline. Dish 1000.2 EA Hybrid/Slimline. LNBF Hybrid/Slimline 1000.2 WA in conjunction with a Dish 500 AK, Dish 500 HI 110/119, or Dish 500 HI 119.
SDS Mover Incentive	SDSMOVER	\$100	 Account moving to an SDS Location under a DISH Move-In Deal plan. Accounts moving to an SDS Location under a DISH Move-In Deal plan are not eligible for antenna Equipment Discounts or any installation Incentives associated with a particular antenna. Activation of the first and second Receiver.
42 Switch	MV42SWCH	\$55	 Installation and activation of a Hopper 3 with an existing 1000.4, 500+, 1000+ DPP LNB with Eligible Residential Programming broadcast from the 77° orbital location or Eligible International Programming.
44 Switch	MV44SWEQ MV44SWTCH	\$55	 One DPP44 or DPH34 switch used with the activation of a Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a Wally Receiver in the 5th position.
33 Switch	33SWCHMV	\$25 (CONUS) \$35 (PR, AK, VI, HI)	DPP33 switch used with the activation of Wally Receivers in the 1st through 3rd positions

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24"ANTENNA	24"MOVANT	\$50	 Contiguous United States, Alaska, Hawaii, or Puerto Rico/U.S. Virgin Islands. Activation of DISH System at a Residential Location within
24" INSTALL	24"MOVIN	\$75	one of the Eastern Arc with Eligible Local Networks at 110° or 119° Markets; or • Activation of DISH System at a Residential Location within
		\$50 (CONUS)	Fairbanks, AK, or Juneau, AK, and activation of Eligible Local Network Programming Broadcast from the 110° orbital location; or • Activation of DISH System at a Residential Location within Alaska or Hawaii and activation of the Flex Pack or an AT200 or higher or DishLATINO or higher programming package; or
30" ANTENNA 30"MOVAN		\$70 (Alaska)	 Eligible Local Network Programming broadcast from the 110° and 119° orbital locations and any International Programming broadcast from the 118.7° orbital location and Eligible Local Network Programming broadcast from the 61.5° or 77° orbital location; or Activation of a DISH System at a Residential Location within an Eastern Arc Markets and with a DishLATINO programming package along with HD Programming where
30" INSTALL	30"MOVIN	\$75	there is no line of site to the 77° orbital location.
		\$50 (CONUS)	 CONUS: Qualifying antenna configurations: Dish 500 or Dish 1000.2 with a Dish 500 pointed to the 61.5° or 77° orbital location.
WINGANTENA	MVWINGEQ	\$70 (Alaska)	Alaska and Hawaii: Dish 500HW, Dish 500H, or Dish 500AK with an additional 30" antenna.
			 Qualifying locations: Hawaii or Alaska with Eligible Residential Programming and the Alaska/Hawaii America's Top 120 or higher Programming package.

Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
MUPANTEQ	MVANT ENEQ	ANTUPG RADE	DISH 1000+ or DPP 1000+	\$70	 Eligible International Programming broadcast from the 118.7° orbital location. Qualifying location(s): Contiguous United States –
44SW4THMUP 44SW5THMUP	MV44S WEQ MV44S WTCH	44SWITC H4 44SWITC H5	DPP44 or DPH34 Switch	\$55	 Western Arc Markets. One DPP44 or DPH34 switch used with the activation of a ViP or Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a ViP or Wally Receiver in the 5th position.
Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
MUPANTEQ	MVANT ENEQ	ANTUPG RADE	DISH 500 AK DISH 500 HI	\$70	 Qualifying location(s): <u>Authorized</u> <u>Alaska ZIP Codes</u> or Hawaii. Eligible Residential Programming in Alaska or Hawaii.

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					DISH Move-In Deal or DISH Move-In Deal Receiver Upgrade with Hopper 3 or Hopper 2.
Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
MUPANTEQ	MVANT ENEQ	ANTUPG RADE	DISH 500 AK DISH 500 HI	\$55	 Qualifying location(s): Authorized Alaska ZIP Codes or Hawaii. Eligible Residential Programming in Alaska or Hawaii. DISH Move-In Deal or DISH Move-In Deal Receiver Upgrade
44SW4THMUP 44SW5THMUP	MV44S WEQ MV44S WTCH	44SWITC H4 44SWITC H5	DPP44 or DPH34 Switch	\$55	 with ViP or Wally Receivers. One DPP44 or DPH34 switch used with the activation of a ViP or Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a ViP or Wally Receiver in the 5th position.
Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
44SW4THMUP 44SW5THMUP	MV44S WEQ MV44S WTCH	44SWITC H4 44SWITC H5	DPP44 or DPH34 Switch	\$55	 Qualifying location(s): Puerto Rico or U.S. Virgin Islands. Eligible Residential Programming in Puerto Rico or U.S. Virgin Islands. DISH Move-In Deal or DISH Move-In Deal Receiver Upgrade with ViP or Wally Receivers. One DPP44 or DPH34 switch used with the activation of a ViP Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a ViP or Wally Receiver in the 5th position.
Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
24"MUPANT MUPWINGEQ	24"MOV ANT MVWIN GEQ	N/A	DISH 500 or DISH 1000.2 with a DISH 500 (pointed to the 61.5° or 77° orbital location)	\$50	 Qualifying antenna configurations: Dish 500 or Dish 1000.2 with a Dish 500 pointed to the 61.5° or 77° orbital location. One DPP44 or DPH34 switch with the activation of a ViP or
44SW4THMUP 44SW5THMUP	MV44S WEQ MV44S WTCH	N/A	DPP44 or DPH34 Switch	\$55	Wally Receiver in the 4 th position. Two DPP44 or DPH34 switches with the activation of a ViP or Wally Receiver in the 5 th position.

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Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
MUPANTEQ	MVANT ENEQ	ANTUPG RADE	DISH 1000.2 WA Hybrid/Slimli ne or DISH 1000.2 EA Hybrid/Slimli ne	\$65	 Eligible Residential Programming. Qualifying location(s): Contiguous United States, except when the 77° orbital location is required. Activation of Hopper 3 or Hopper 2.
Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
MUPANTEQ	MVANT ENEQ	ANTUPG RADE	DISH 500, DISH 1000.2, 1000.4, 1000.2 EA or 30" antenna	\$50	 Qualifying location(s): Contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands, or <u>Authorized Alaska ZIP Codes</u>. DISH Move-In Deal Receiver Upgrade: An eligible HD Residential Programming
44SW4THMUP 44SW5THMUP	MV44S WEQ	44SWITC H4 44SWITC H5	DPP44 or DPH34 Switch	\$55	Package, broadcast from the 61.5° or 77° orbital location must be added to the Subscriber's account for the first time within 14 days of a DISH Move-In Deal Receiver Upgrade work order being created and closed. • One DPP44 or DPH34 switch used with the activation of a ViP or Wally Receiver in the 4th position. • Two DPP44 or DPH34 switches used with the activation of a ViP or Wally Receiver in the 5th position.
Move-In Deal Receiver Upgrade	Move-In Deal	Change Receiver	Equipment	Equipment Discount	Additional Requirements
MUPANTEQ	MVANT ENEQ	ANTUPG RADE	DISH 500+ or DPP 500+	\$25	 Eligible Residential Programming and International Programming, broadcast from the 118.7° orbital location. Qualifying location(s): Contiguous United States –
44SW4THMUP 44SW5THMUP	MV44S WEQ MV44S WTCH	44SWITC H4 44SWITC H5	DPP44 or DPH34 Switch	\$55	Western Arc Markets. One DPP44 or DPH34 switch used with the activation of a ViP or Wally Receiver in the 4 th position. Two DPP44 DPH34 switches used with the activation of a ViP or Wally Receiver in the 5 th position.

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Move-In Deal Receiver Upgrade	Move-In Deal	Equipment Discount	Additional Requirements
24"MUPANT MUPWINGEQ	24"MOV ANT MVWIN GEQ	\$50	 Qualifying antenna configurations: Dish 500HW, Dish 500H or Dish 500AK with an additional
44SW4THMUP 44SW5THMUP	MV44S WEQ MV44S WTCH	\$55	 30" antenna. Qualifying location: Hawaii or Alaska with Eligible Residential Programming and the Alaska/Hawaii HD 120 or higher Programming package. DPP33 switch used with the activation of ViP Receivers in the 1st through 3rd positions. DPP44 or DPH34 switch with the activation of a ViP or Wally Receiver in the 4th position. Two DPP44 or DPH34 switches used with the activation of a ViP or Wally Receiver in the 5th position. DPP44 and DPH34 switch and a DPP33 switch with the activation of a ViP or Wally Receiver in the 5th position.

Trouble Call Referral Program					
Incentive	Incentive Payment Amount Additional Information/Requirements				
Truck Roll	TRUCKROLL	\$10	 Retailers may qualify for a truck roll Incentive when they accept and complete a work order that has been assigned by DISH as part of the Trouble Call Referral Program. Residential Subscriber Accounts activated on a Shared DISH MDU Property are not eligible for Incentives through the Trouble Call Referral Program. Completion of a work order that was assigned by DISH. 		

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Equipment Limitations Overview

The below equipment limitations apply to the following Promotional Programs: DHA24 Elite, DHA24 Plus, DHA24 Standard, Flex24, FlexTV, Change Receiver, and DISH Move-In Deal Receiver Upgrade.

Equipment Limitations:

- Maximum of 6 leased Receivers.
- Only 1 leased Hopper 3 allowed per Subscriber Account.
- Maximum of 2 leased Hopper 2 Receivers per Subscriber Account.
- Only 1 leased Hopper Duo Receiver allowed per Subscriber Account.
- Hopper Duo, Joey 3, Joey 2, 4K Joey, Wireless Joey, and Wally are eligible Receiver models for SDS QAM Subscribers with the use with a Dual QAM Adapter.
- New Subscribers with Non-Hybrid LNBFs are not eligible for Hopper 3 or Hopper 2 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.
- Existing Subscribers with a working configuration should rely on Axiom for any
 equipment changes or additions. The Work Order must agree with the installation
 and Retailers need to notify Retail Services of any discrepancies.

Receiver Accessories

- Hopper Plus is an add-on device for the Hopper 3 and Hopper 2 that provides live TV and all streaming content in one place.
- To install a Hopper Plus with a Hopper 2, the Hopper Snap must be removed from the USB port.
- A Joey 4 Receiver is required to have a whole-home experience with Hopper Plus.
- SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

Hopper 3 Equipment Limitations					
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed			
Hopper 3	loov 2 loov 2 loov 4***	5			
Hopper 2	Joey 2, Joey 3, Joey 4***	5			
Hopper Duo	Wireless Joey*, Wireless Joey 4* ***	4			
Super Joey	4K Joey	5			
Leased Wally	Purchased Wally**	2			
Leased ViP Receivers	Purchased ViP 211 / ViP 211k / ViP 211z**	2			

^{*} Two Wireless Joey Access Points can be added to one Hopper 3:

^{***} Hopper Plus is required for new customers to get a Joey 4 or Wireless Joey 4. Existing Subscribers may add a Joey 4 or Wireless Joey 4 without a Hopper Plus.

Hopper 2 Equipment Limitations				
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed		
Hopper 3	Hopper 2	1		
Hopper Duo		3		
Leased Wally	Joey 2, Joey 3. Joey 4***	3		
Leased ViP Receivers		3		
	Wireless Joey*, Wireless Joey 4* ***	3		
	4K Joey	3		
	Super Joey	1		
	Purchased Wally**	2		
	Purchased ViP 211 / ViP 211k / ViP 211z**	2		

^{*} One Wireless Joey Access Point allowed per Hopper 2:

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⁻ First Wireless Joey Access Point can service up to 3 Wireless Joeys.

⁻ For accounts requiring a fourth Wireless Joey a second Wireless Access Point will be required.

^{**} If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z Receivers.

⁻ Wireless Joey Access Point can service up to 3 Wireless Joeys.

DISH Retailer Master Business Rules

without a Hopper Plus.

	Hopper Duo Equipment Limitations					
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed				
Hopper 3	Joey 2	1				
Hopper 2	Joey 3	1				
Hopper Duo	Wireless Joey*	1				
Super Joey	4K Joey	1				
Leased Wally***	Purchased Wally**	2				
Leased ViP Receivers	Purchased ViP 211 / ViP 211k / ViP 211z**	2				

^{*} One Wireless Joey Access Point allowed per Hopper Duo:

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^{**} If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

*** Hopper Plus is required for new customers to get a Joey 4 or Wireless Joey 4. Existing Subscribers may add a Joey 4 or Wireless Joey 4

⁻ Wireless Joey Access Point can service 1 Wireless Joey.

^{**} If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

*** Hopper Duo can coexist with a Wally Receiver in a QAM environment with the use of a Dual QAM Adapter.

Retailer Showroom Accounts

Overview

Retailers may be given the opportunity to activate and/or maintain 1 or more Showroom Accounts and receive Programming for the sole and exclusive purpose of demonstrating DISH's state-of-the art equipment and extensive Programming to prospective Subscribers in order to market, promote and solicit orders for Programming.

Programming Exclusions

Adult, PPV (pay-per-view), and VOD (Video On Demand) programming are strictly prohibited and are not authorized on Showroom Accounts.

DISH Video Programming

Retailer Eligibility

In addition to other applicable terms and conditions, in order to qualify for and remain eligible to maintain 1 or more Showroom Accounts for the purpose of demonstrating DISH Video Programming, Retailers must meet all of the following minimum new Residential Subscriber Account activation criteria and adhere to all of the following guidelines:

- With respect to the first 3 eligible Receivers, Retailers must activate <u>Primary Receivers</u> for no less than one new Residential Subscriber Account per quarter.
 - A Hopper 3 and up to 2 Joey 2, Joey 3, Joey 4*, 4K Joey, Wireless Joey, and/or Wireless Joey 4*
 Receivers will count as one eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
 - A Hopper 2 and up to 2 Joey 2, Joey 3, Joey 4*, Wireless Joey, and/or Wireless Joey 4*
 Receivers (one of which can be a Super Joey Receiver) will count as one eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
 - A Hopper 1 and up to 2 Joey and/or Wireless Joey Receivers (one of which can be a Super Joey Receiver) will count as one eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
 - A Hopper Duo and up to one Joey and/or Wireless Joey Receiver will count as one eligible Receiver for the purpose of demonstrating Whole-Home DVR Technology.
 - * Joey 4 and Wireless Joey 4 can only demonstrate the Whole-Home experience when paired with a Hopper Plus accessory
- With respect to each additional eligible Receiver beyond the first 3, Retailers must activate Primary Receivers for no less than 15 new Residential Subscriber Accounts per quarter.
- Each Receiver must be located at a commercial (non-Residential) business location.
 - Individual Showroom accounts must be activated for each location requiring Showroom services.
 - Showroom Account addresses must be active addresses within Partner Hub.
 - The total number of eligible Receivers does not increase regardless of the number of separate Showroom locations.
- Certain Mall Kiosks will qualify as Showroom Accounts if they meet all the Showroom Account criteria detailed in these Master Business Rules, as well as the following:
- The Mall Kiosk must be in a permanent mall location with at least a 12 month lease.
- The Mall Kiosk must have a DISH-approved mall structure.

Verification: Physical address of a participating Retailer's showroom(s) must be verified to be a commercial business location.

Reduced Rate Video Service: Retailers may receive Programming for a Showroom Account at a current non-refundable annual maintenance fee of \$60.00 plus applicable taxes.

Neither DISH nor any of its Affiliates are under any obligation to provide any Retailer with a reduced rate Showroom Account; Showroom Accounts are provided by DISH to Retailers in DISH's Sole Discretion. Credit card is the recommended method of payment for Showroom accounts. To make a payment, please contact Retail Services during normal business hours.

At this time, we do not allow Showroom accounts to be put on eAutoPay.

Equipment and Hardware and Other Purchases: All equipment and hardware used in connection with a Showroom Account (including without limitation eligible model Receivers) must be purchased by the Retailer from Echosphere or an <u>Authorized Distributor</u>.

Eligible Model Receivers: The following model Receivers are the only models currently authorized for use in connection with Showroom Accounts: ViP 211, ViP 211k, ViP 211z, Wally, Hopper 3, Hopper 2, Hopper 1, Hopper

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Duo, 4K Joey, Super Joey, Wireless Joey 4*, Joey 2, ,Joey 3, and Joey 4*. These eligible Receiver models are subject to change at Any Time in DISH's Sole Discretion.

* Joey 4 and Wireless Joey 4 can only demonstrate the Whole-Home experience when paired with a Hopper Plus accessory.

Eligible Model Receiver Accessories: A Hopper Plus Receiver Accessory may be added to Showroom Accounts that qualify for a Hopper 3.

Maximum of 6 Eligible Model Receivers per active Showroom Account, subject to eligibility as described above.

Equipment, Hardware and Other Purchase: All equipment and hardware used in connection with a Showroom Account must be purchased by Retailer from Echosphere or an <u>Authorized Distributor</u>.

New Showroom Account Request and Showroom Account Updates

All new Showroom Account requests and active Showroom Account Receiver add or swap requests must be submitted through Partner Hub at https://partnerhub.dish.com in the form of an Assistance Request under the category Showroom Receivers. At DISH's discretion a picture of the business location may be required prior to activation of the Receiver. The following information is required:

- DISH Video Programming
 - Physical address
 - Phone number
 - Receiver CA ID Number and smart card number

New Showroom Account or active Showroom Account Assistance Requests must be authorized by a DISH Regional Director, Sales Manager, or Operations Manager from the sales office or Authorized Distributor from which the Retailer purchases product. DISH must be notified within 30 days if a Retailer's Showroom Account has moved to a new address.

Certain Mall Kiosks will qualify as Showroom Accounts if they meet all the Showroom Account criteria detailed in these Master Business Rules, as well as the following:

- The Mall Kiosk must be in a permanent mall location with at least a 12-month lease.
- The Mall Kiosk must have a DISH-approved mall structure.

Hughesnet Showroom Accounts authorized and maintained by Hughes.

Showroom Audits

With respect to all Retailer Showroom accounts and separate and apart from audits performed by DISH and/or any of its Affiliates hereunder, Showroom Account audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion, including without limitation, to ensure that each participating Retailer has activated the required number of Receivers for new Residential Subscriber Accounts to maintain the number of eligible model Receivers on which they are receiving Programming for a Showroom Account.

All or some of Retailers Receivers may be deactivated based on their total primary Receiver activations for new Residential Subscriber Accounts for a particular quarter and/or if the Retailer does not meet Showroom Account criteria and/or guidelines.

If a Retailer violates the applicable Fair Access Policy and/or Acceptable Use Policy, or participates in any unauthorized use of applicable equipment or software, in each case as determined by DISH in its Sole Discretion, all or some of such Retailer's modems may be deactivated. Annual fees that have been paid are non-refundable when the account is deactivated due to the Retailer not meeting the Showroom Account criteria or guidelines.

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Retailer Locator Tool

Retailer Locator Overview

The Retailer Locator is a web-based tool that potential and existing Subscribers may use to identify and locate Retailers in their area based on ZIP code. Retailers who meet the Minimum Qualification Requirements below may be eligible to appear in search results produced by the Retailer Locator.

Retailer Locator Search Process

A potential or existing Subscriber may conduct a Retailer search directly through the Retailer Locator on the DISH Consumer Web Site (www.dish.com). After a ZIP code is entered, the Retailer Locator will provide a listing of Retailers located in or around the requested ZIP code. The Retailer Locator mapping tool will display a list of Retailers based on proximity to the center of the ZIP code or specific address provided.

Call Center Locator Process

When a potential or existing Subscriber calls DISH Customer service, a CSR will be able to access the Locator Tool to assist a potential or existing Subscriber with locating an independent Retailer near them.

Certain Minimum Qualification Requirements

To be listed in the search results of the Retailer Locator, a Retailer must, among other things, meet the following minimum qualification requirements:

- One new Residential Subscriber Account activation per quarter A Retailer must have a minimum average of one new Residential Subscriber Account activations per quarter.
- Active Showroom Account A Retailer must have an active Showroom Account that has been verified
 to be a commercial business location. Certain Mall Kiosks may qualify as an active Showroom Account
 based on the requirements set forth in the Retailer Showroom Accounts section of these Master Business
 Rules. The Receiver(s) active on a Retailer's Showroom Account must be located at its business location
 and be available for Subscriber demonstrations during normal business hours at all times while listed in
 the Retailer Locator.
- **Showroom Receiver Model** The active showroom Receiver located at a Retailer's commercial business address must be a model Hopper Duo, Hopper 1, Hopper 2 or Hopper 3.
- **DISH Outdoors Showroom Model Products** The active showroom Receiver located at a Retailer's commercial business address must include a King Controls® Tailgater or a Winegard® Playmaker.
- Satellite Sales Representative A Retailer must have a satellite sales representative available at the business location during normal business hours.
- Status in Good Standing A Retailer must be in good standing with DISH or an Authorized Distributor as defined in the DISH Retailer Master Business Rules.
- **Business Phone Number** The business phone number on the Locator listing must ring to the listed location. Retailers with multiple locations must have a unique phone number for each location.
- Returning Business Calls A Retailer must have a business answering machine, voicemail, or an
 answering service available to handle missed calls and use its best efforts to return prospective sales
 calls within one business day. The outgoing voice message or answering service must identify the
 Retailer by the business name listed in the Retailer Locator.
- Residential CRP Rating A Retailer must have a Residential CRP rating of Green, White, Yellow or N/A.

Qualification requirements for Retailers to be listed in the Retailer Locator (including without limitation, the minimum qualification requirements above) are subject to change at Any Time in DISH's Sole Discretion.

Designator Icons

DISH may at Any Time in its Sole Discretion, place icons/logos designating certain services or attributes applicable to a listed Retailer alongside such Retailer's listing in the Retailer Locator. A Retailer's qualification for all icons/logos will be determined in DISH's Sole Discretion. DISH may audit compliance with the criteria listed below on a quarterly basis. The following icons may be assigned according to the criteria listed below. The icons/logos are updated quarterly during an audit and may not be requested for addition.

- Preferred Retailer must have Summit status.
- DISH Business Retailer must activate a quarterly average of at least one new Public/Private Subscriber account.
- DishLATINO Retailer must have sales personnel available who are fluent in Spanish and activate a
 quarterly average of at least one new Subscriber account that subscribe to a DishLATINO programming
 package.

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- International Retailer must activate a quarterly average of at least one new Subscriber account that subscribe to an international programming package.
- **New Subscriber Only** Retailer is either a Telco Partner or only operates major chain retail locations and does not participate in any existing Subscriber Promotional Programs.
- DISH Outdoors Retailers must order a minimum of one DISH Outdoors Antenna per quarter from an Authorized Distributor.

Business Hours

Retailers' business hours must be included in the Retail Locator listings. The hours displayed are limited to the actual hours that the Retailer storefront location is open to existing and potential Subscribers and does not include hours when Subscribers may only reach a Retailer by phone.

Website URL listing

The Retailer Locator may list a Retailer's website URL if the website is provided.

Start-Up and Administration

Retailers that would like to be listed in the Retailer Locator or that need to edit an existing entry should submit an Assistance Request via Partner Hub under the category Retailer Locator with the appropriate sub-category. Multiple photos of its business location must be attached to the Assistance Request (one photo of the outside showing the Retailer storefront, signage and street number and one photo of the inside showing the DISH demonstration area including demo TV and Showroom Account Receiver). All such Assistance Requests are subject to review and approval in DISH's Sole Discretion and on a Retailer-by-Retailer basis.

Retailer Locator Audits

Retailer Locator Audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion to ensure that each participating Retailer has met the minimum qualification requirements listed above.

Retailer information included in the Retailer Locator will be removed should any of the above qualifications not be met for a particular quarter.

Retailers that would like to regain entry on the Retailer Locator should submit an Assistance Request via Partner Hub as outlined above in the Start-Up and Administration section.

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AirTV Retailer Locator Tool

AirTV Retailer Locator Overview

The AirTV Retailer Locator is a web-based tool that potential and existing SlingTV Subscribers may use to identify and locate AirTV Retailers in their area based on ZIP code. Retailers who meet the Minimum Qualification Requirements below may be eligible to appear in search results produced by the AirTV Retailer Locator.

AirTV Retailer Locator Search Process

A potential or existing Subscriber may conduct a Retailer search directly through the AirTV Retailer Locator on the AirTV Consumer Web Site (www.airtv.net). After a ZIP code is entered, the AirTV Retailer Locator will provide a listing of Retailers located in or around the requested ZIP code. The AirTV Retailer Locator mapping tool will display a list of Retailers based on proximity to the center of the ZIP code or specific address provided.

Call Center Locator Process

When a potential or existing Subscriber calls DISH or Sling Customer service, a CSR will be able to access the AirTV Retailer Locator Tool to assist a potential or existing Subscriber with locating an independent Retailer near them

Certain Minimum Qualification Requirements

To be listed in the search results of the AirTV Retailer Locator, a Retailer must, among other things, meet the following minimum qualification requirements:

- Active <u>Showroom Account</u> A Retailer must have an active Showroom Account that has been verified
 to be a commercial business location. Certain Mall Kiosks may qualify as an active Showroom Account
 based on the requirements set forth in the Retailer Showroom Accounts section of these Master Business
 Rules. The device(s) active on a Retailer's Showroom Account must be located at its business location
 and be available for Subscriber demonstrations during normal business hours at all times while listed in
 the AirTV Retailer Locator.
- Showroom AirTV Model Products The active showroom Receiver located at a Retailer's commercial business address must include the most current AirTV streaming device (AirTV Mini or AirTV Player) and/or AirTV Antenna integration device (AirTV, AirTV 2).
- Sales Representative A Retailer must have a sales representative available at the business location during normal business hours.
- Status in Good Standing A Retailer must be in good standing with DISH or an Authorized Distributor as defined in the DISH Retailer Master Business Rules.
- **Business Phone Number** The business phone number on the Locator listing must ring to the listed location. Retailers with multiple locations must have a unique phone number for each location.
- Returning Business Calls A Retailer must have a business answering machine, voicemail, or an answering service available to handle missed calls and use its best efforts to return prospective sales calls within one business day. The outgoing voice message or answering service must identify the Retailer by the business name listed in the AirTV Retailer Locator.

Qualification requirements for Retailers to be listed in the AirTV Retailer Locator (including without limitation, the minimum qualification requirements above) are subject to change at Any Time in DISH's Sole Discretion.

Designator Icons

DISH may at Any Time in its Sole Discretion, place icons/logos designating certain services or attributes applicable to a listed Retailer alongside such Retailer's listing in the AirTV Retailer Locator. A Retailer's qualification for all icons/logos will be determined in DISH's Sole Discretion. DISH may audit compliance with the criteria listed below on a quarterly basis. The following icons may be assigned according to the criteria listed below. The icons/logos are updated quarterly during an audit and may not be requested for addition.

- Sling Latino Retailer must have sales personnel available who are fluent in Spanish
- International Retailer must activate a quarterly average of at least 6 new Sling Subscriber accounts that subscribe to an international programming package.
- Antenna Installation must offer sales and/or installation services for OTA products, including AirTV integration.

Business Hours

Retailers' business hours must be included in the AirTV Retail Locator listings. The hours displayed are limited to the actual hours that the Retailer storefront location is open to existing and potential Subscribers and does not include hours when Subscribers may only reach a Retailer by phone.

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Website URL listing

The AirTV Retailer Locator may list a Retailer's website URL if the website is provided.

Start-Up and Administration

Retailers that would like to be listed in the AirTV Retailer Locator or that need to edit an existing entry should submit an Assistance Request via Partner Hub under the category AirTV Retailer Locator with the appropriate sub-category. If the AirTV Retailer has a storefront, multiple photos of its business location must be attached to the Assistance Request (one photo of the outside showing the Retailer storefront, signage and street number and one photo of the inside showing the AirTV demonstration area including demo TV and Showroom Account). AirTV Retailers must order a minimum of eight AirTV Products per quarter. The AirTV Retailer must submit the serial number for the Showroom AirTV unit to demonstrate AirTV at the Retailer's physical location. All such Assistance Requests are subject to review and approval in DISH's Sole Discretion and on a Retailer-by-Retailer basis.

AirTV Retailer Locator Audits

AirTV Retailer Locator Audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion to ensure that each participating Retailer has met the minimum qualification requirements listed above.

Retailer information included in the AirTV Retailer Locator will be removed should any of the above qualifications not be met for a particular quarter.

Retailers that would like to regain entry on the AirTV Retailer Locator should submit an Assistance Request via Partner Hub as outlined above in the Start-Up and Administration section.

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Subscriber Information and Document Retention

Notwithstanding anything to the contrary in Retailer's Retailer Agreement, upon expiration or earlier termination of Retailer's Retailer Agreement for any reason or no reason whatsoever, Retailer shall destroy all Confidential Information (including, without limitation, all copies (if any)) within thirty (30) days following such expiration or earlier termination, or, if requested by DISH in its sole and absolute discretion for any reason or no reason whatsoever, return all such Confidential Information, and promptly certify in writing to DISH that such delivery or destruction has taken place; provided, however, notwithstanding the foregoing, for any DISH subscribers, customers, or other people or entities whose information Retailer obtains in connection with the Retailer Agreement whose DISH services and/or any services of any Affiliates of DISH (including, without limitation, Authorized Services) are disconnected during the Term, Retailer shall return and/or destroy all of the Confidential Information of such DISH subscribers, customers, or other people or entities whose information Retailer obtains in connection with this Agreement by the earlier of (a) the date required by Laws, and (b)(I) for the social security number of any DISH subscriber, customer or other people or entities whose information Retailer obtains in connection with the Retailer Agreement, two (2) years following such DISH Subscriber's, customer's or other person's or entity's last account disconnection date, (II) for payment information (including, without limitation, credit card and/or bank account information) of any such DISH Subscriber, customer or other person or entity whose information Retailer obtains in connection with the Retailer Agreement, two (2) years following such DISH Subscriber's, customer's or other person's or entity's last payment transaction date, and (III) for any names, email addresses, telephone numbers or other personally identifiable information associated with such DISH Subscriber's, customer's or other person's or entity's account information (other than the information described in subparts (I) and (II) above), three (3) years following the date on which such DISH Subscriber's, customer's or other person's or entity's DISH services and/or any services of any Affiliates were disconnected so that any remaining information is no longer personally identifiable and can no longer be associated with a particular DISH Subscriber, customer or other person or entity whose information Retailer obtains in connection with the Retailer Agreement.

For clarity, notwithstanding the above, any information that (A) is independently-developed and/or independently-obtained by Retailer and (B) is not related to a DISH Subscriber, customer or other person or entity whose information Retailer obtains in connection with the Retailer Agreement is not Confidential Information pursuant to the terms and conditions of the Retailer Agreement.

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Retailer Gift With Purchase, Promotional Items, and Related Advertising

Overview

These Business Rules apply to all Offers made directly by a Retailer for items available to Subscribers or potential Subscribers (i.e. gift card, bag, calendar, cap, clock, stationary, pen, etc.) (each a "**Promotional Item**"). A Retailer may purchase Promotional Items for immediate fulfillment by the Retailer in-person at a point in time up to and including activation of eligible programming for a Qualified Subscriber (the "**Point of Sale Fulfillment**"), or the Retailer may participate in a redemption program for Promotional Items administered by Authorized Vendors (as defined below). A general description of these redemption programs is set forth below.

For clarity, the Retailer may not use a redemption program other than those generally described in these Business Rules and the Retailer may not operate their own redemption program for Promotional Items other than Point of Sale Fulfillment of Promotional Items.

Permitted Activities

The Retailer may advertise and offer a permitted Promotional Item either: (i) to Subscribers for Point of Sale Fulfillment with no further obligations or actions required by such Subscriber to receive such Promotional Item; or (ii) to Subscribers who activate eligible programming and/or equipment as determined by the Retailer through a redemption program for Promotional Items administered by Authorized Vendors.

Advertising

The Retailer must ensure that any and all advertising for Promotional Items follows the advertising requirements in the Retailer's DISH Retailer Agreement, the <u>DISH BrandDRIVE Simplified Marketing Co-op Rules</u> and the Assurance of Voluntary Compliance. Among other things, all advertising must:

- clearly define Subscriber eligibility for the Promotional Item, including all Programming and Equipment requirements established by the Retailer;
- include appropriate trademark(s) and a brand and/or trademark disclaimer if the advertising contains brand names;
- fully and accurately describe and disclose the Point of Sale Fulfillment process (if any) including without limitation, the specific time at which the Promotional Item will be provided to the Subscriber;
- fully and accurately describe and disclose the redemption process (if any) required by the Authorized Vendor including without limitation, time frames relating to: (i) submissions of redemption process and all materials required to receive the Promotional Item; and (ii) receipt of Promotional Items; and
- clearly disclose that the Promotional Item is provided courtesy of the Retailer and that the promotion is not a DISH-sponsored promotion.

Failure to observe the advertised time frames will be considered a violation of these Business Rules and a breach of the DISH Retailer Agreement.

Point of Sale Fulfillment of Promotional Items

For any Point of Sale Fulfillment, the Retailer must deliver the Promotional Item to all eligible Subscribers in person with no further obligations or actions required by such Subscriber.

Redemption Program Fulfillment of Promotional Items

Authorized Vendors

In the event the Retailer does not want to deliver Promotional Items to Subscribers via Point of Sale Fulfillment, then the Retailer shall use one or both of the following vendors, ("Authorized Vendors") for the Promotional Item fulfillment process:

360insights ("360insights")

Website: www.360insights.com

Email address: lmurray@360insights.com
Redemption tracking: http://satellitetvrebates.com/

Trencent LLC

Website: www.trencent.com Telephone: (800) 490-2104

Corporate Contact: Mark@trencent.com

The Retailer shall be solely responsible for negotiating the engagement of Authorized Vendor and shall be solely liable for all costs and expenses associated therewith. DISH makes no representations or warranties of any kind with respect to Authorized Vendors, and the Retailer's selection to engage 1 or more Authorized Vendor(s) shall be made in the Retailer's Sole Discretion.

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The Retailer must send a list of Subscribers who are eligible to redeem a Promotional Item to the Authorized Vendor within 7 calendar days of such Subscribers becoming eligible to redeem a Promotional Item. The Retailer must provide the Authorized Vendor with a complete and accurate list of physical addresses and email addresses for each eligible Subscriber.

Contract Requirements and Subscriber Support

Any contract the Retailer enters into with Authorized Vendor must have provisions requiring the following: (i) no more than 1 redemption step by the Subscriber; (ii) Subscribers shall not have to pay a shipping and handling fee or other fee(s) to redeem the Promotional Item; (iii) Subscribers must have at least 60 days following receipt of redemption certificate to submit a completed redemption certificate; (iv) Subscriber must be notified of reasons for decline of their redemption certificate, if any; (v) Subscriber must have 14 days following notice of reasons for decline of their redemption certificate to remedy and mistake and re-submit their redemption certificate; (vi) Subscriber must receive their Promotional Item within 28 days following Subscriber's submission of a complete redemption certificate; (vii) reasonable Subscriber support by such Authorized Vendor via online tracking websites and/or telephone support numbers available to provide support between 8 a.m. and 8 p.m., Eastern Time; (viii) the ability for the Retailer, Subscribers and/or DISH to check the status of redemption certificates through an online tracking website maintained by Authorized Vendor; and (ix) the ability for specific certificates to be queried using the Subscriber's last name, address, ZIP code, the Subscriber's home phone number or the certificate number. Retailer shall immediately comply with all requirements contained in these Business Rules, except with respect to clause (iii) above, which requirement Retailers must comply with by August 1, 2016.

Problem Resolution

In the event that a Subscriber contacts DISH with any problems related to the Point of Sale Fulfilment Process or Authorized Vendor redemption process, then DISH may, in DISH's Sole Discretion: (i) refer such Subscriber to the Retailer, in which event the Retailer shall use commercially reasonable efforts to address and resolve any and all such Subscriber issues within a reasonable timeframe or, as applicable, work with the Authorized Vendor to address and resolve any and all such Subscriber issues within a reasonable timeframe; and/or (ii) issue such Subscriber a refund, credit or DISH provided Promotional Item and charge the Retailer for DISH's costs and expenses associated therewith.

Failure to reasonably accommodate the Subscriber could result in disciplinary action, up to and including termination of their DISH Retailer Agreement.

Prohibited Promotional Items

Promotional Items shall not include programming discounts offered by Retailer, cash, alcoholic beverages, tobacco products, firearms, products of a lewd nature or items otherwise offensive to the general public, and such offers made by the Retailer are expressly prohibited. DISH reserves the right to determine in its Sole Discretion whether a Promotional Item and/or Offer complies with all Laws and these Business Rules.

THESE BUSINESS RULES ARE SUBJECT TO CHANGE FOR ANY REASON OR NO REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE AND ABSOLUTE DISCRETION OF DISH. THESE BUSINESS RULES SUPERSEDE ANY AND ALL PRIOR VERSIONS IN THEIR ENTIRETY.

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Insurance Requirements

Overview

In addition to, and in no way in limitation of, the requirements set forth in Section 16 of the Retailer Agreement, Retailer shall, at its sole cost and expense, procure and maintain throughout the Term the following insurance coverages:

Section 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 of at least: (i) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury accident for each accident; and (ii) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury by disease for each employee up to the total policy limit. To the fullest extent allowable by law, Retailer's Employer's Liability policy must include a waiver of subrogation in favor of DISH, DNSLLC, and its and their Affiliates, and its and their officers, directors, managers and employees (collectively, "Company").

Section 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 of at least: (i) Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit; (ii) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; (iii) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit for Personal/Advertising Injury; and (iv) Two Million and 00/100 Dollars (\$2,000,000.00) Product/Completed Operations aggregate limit. Retailer's Commercial General Liability policy must: (a) include a waiver of subrogation in favor of Company; and (b) not include any exclusion to property in the care, custody and control of the insured.

Section 3. Commercial Automobile Liability coverage which includes coverage for all owned, hired and non-owned vehicles with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each accident for bodily injury and property damage.

Section 4. Umbrella/Excess Liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies.

Section 5. Media Liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each claim or wrongful act.

Section 6. Retailer shall require any Affiliate(s) and/or Permitted Subcontractors who perform work under or in connection with the Retailer Agreement to maintain coverage, requirements, and limits at least as broad as those listed above, and to add Company as an additional insureds to their Commercial General Liability policy on a primary and non-contributory basis.

Section 7. DISH must be added as an additional insured entity to all required insurance policies (workers compensation excepted). Please ensure DISH is added to all applicable policies, as follows:

DISH Network L.L.C. 9601 S. Meridian Blvd Englewood, CO 80112

Any deviation from this format may result in your uploaded policies being rejected.

Retailer must promptly provide proof of insurance documents to DISH in a form and manner that DISH directs in its Sole Discretion.

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Background Check

Overview

DISH is instituting these Background Check Business Rules to ensure the health and safety of the public coming into contact with Retailer's staff and to protect personally identifiable information of DISH customers.

In addition to, and in no way in limitation of, the requirements set forth in Section 9.7.2 of the Retailer Agreement, Retailer shall, at its sole cost and expense, comply with the background check Screening Standards set forth below:

Types of Staff:

- **Subscriber Information Staff.** Employees and Permitted Subcontractors that have access to Subscriber Information.
- Technician Visit Staff. Employees and Permitted Subcontractors that are eligible to conduct Technician Visits.
- **Face-to-Face Staff.** Employees and Permitted Subcontractors that are eligible to engage in any face-to-face selling regardless of location.

Screening Standards:

- Criminal Background Check. Unless such search is prohibited by Law, a background check that searches for criminal convictions and that meets the criminal background rating standards promulgated by DISH and provided to the Retailer via the Conviction Treatment List of a felony or a misdemeanor, each a criminal conviction. Criminal background checks should be on a national database that searches for recent arrest records and active charges (each, an "Outstanding Charge") and covers all counties, states and countries where an individual has resided, worked or attended school during the previous ten (10) years (unless a shorter period is required by Law). In addition, criminal background checks must be conducted by an entity that is accredited by the Professional Background Screening Association (PBSA). In the event that an individual has a Criminal Conviction or an Outstanding Charge, then such individual will not be permitted to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff.
- Sex Offender Background Check. A background check that searches the registry of all counties, states and countries where the individual has resided, worked or attended school during the previous ten (10) years (unless a shorter period is required by Law) for registration as a sex offender. Sex offender background checks may be conducted in connection with the Criminal Background Check process above or by visiting www.nsopw.gov and should include a search of the Department of Justice (DOJ) Sex Offender Registry. In the event that an individual is listed as a registered sex offender, then such individual will not be permitted to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff.
- Drug Screen. Unless such test is prohibited by Law, a urine or an oral fluid drug screen that screens for the use of Illicit Drugs. "Illicit Drugs" means:
 - 1. Amphetamines
 - 2. Barbiturates
 - 3. Benzodiazepines
 - 4. Cocaine
 - 5. Marijuana or cannabinoids
 - 6. Methadone
 - 7. Methaqualone
 - 8. Phencyclidine (PCP)
 - 9. Opiates
 - 10. Propoxyphene

Drug screens must be conducted by an entity that is verified as a Certified Third Party Administrator

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(TPA) by the Substance Abuse Program Administrators Association (SAPAA). In the event that an individual tests positive for Illicit Drugs, then such individual will not be permitted to perform work as a member of Retailer's Technician Visit Staff.

- Social Security Number (SSN) Trace. A SSN Trace must be done on all staff categories.
- Office of Foreign Asset Control (OFAC) It is mandatory for all Subscriber Information Staff and Technician Staff, and optional for all Face-to-Face Staff to be checked against this list.

Requirements Summary:

	Criminal Background Check	Sex Offender Background Check	Drug Screen	SSN Trace	OFAC List
Subscriber Information Staff	Required	Required	Optional	Required	Required
Technician Visit Staff	Required	Required	Required	Required	Required
Face-to-Face Staff	Required	Required	Optional	Required	Optional

Retailer Background Check Audit:

Retailer Background Check Audits may be conducted in DISH's Sole Discretion to ensure compliance with these Background Check Business Rules.

Record Retention:

In accordance with Section 17.9 of the Retailer Agreement, Retailer is required to maintain records relating to its compliance with these Background Check Business Rules for five (5) years.

Background Exception Process:

Retailer acknowledges and agrees that it is the Retailer's sole and exclusive responsibility to determine whether the results of an individual's Screening Standards have a reasonable relationship to the individual's fitness or trustworthiness to be a Retailer staff member. All background exceptions must follow the exception processes outlined below:

• Provisional or Unsatisfactory Screening Standard result: If the staff member has a conviction for a crime that is checked as Provisional or Unsatisfactory and the Retailer wants them to be considered as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff, the Retailer should submit to DISH the details of the crime using the Background Exception Request process set forth below to receive DISH's specific prior written consent. Retailer must also obtain written consent from the Retailer staff member when contacting DISH in connection with the Background Exception Request.

Background Exception Request:

To request a background exception request, the Retailer must correctly and completely fill out and submit the following forms found in the <u>Compliance Business Rules</u> on Portal:

• DISH Retailer Staff Background Check Exception Request Form – Retailer Principal

To submit the Retailer staff member's written consent and the background exception request to DISH, the Retailer staff member must correctly and completely fill out and submit the following forms found on in the <u>Compliance Business Rules</u> on Portal:

- DISH Authorization for Release of Information
- DISH Retailer Staff Background Check Exception Request Form Applicant

All Exception Process questions and the above required forms must be submitted to vendoringuiries@dish.com

Approved Vendors:

Although Retailers have the option of utilizing any company that is accredited by PBSA to conduct the Criminal Background Check and any company that is verified as a TPA by the SAPAA to conduct the Drug Screen, the following companies meet those requirements and are available to assist Retailer's compliance with these Background Check Business Rules.

- Sterling contact www.sterlingcheck.com
- Cisive www.cisive.com
- HireRight https://www.hireright.com

If Retailer contacts any of the companies set forth above, then the items that should be ordered for any individual that Retailer plans to assign to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff include: (i) a SSN trace; (ii) a county criminal search; (iii) a state criminal search; (iv) a Department of Justice (DOJ) Sex Offender Registry search; (v) a check against the Office of Foreign Asset Control (OFAC) List (mandatory for all Subscriber Information and Technician Staff, and optional for all Face-to-Face Staff); and (vi) a national criminal database search

Implementation:

These Background Check Business Rules are being published on June 3, 2020; however Retailer's compliance with these Background Check Business Rules is not required until **June 15, 2020**. Please take appropriate steps to ensure that you are set-up to comply with these Background Check Business Rules on or before April 1, 2019.

Application:

Retailer is required to comply with these Background Check Business Rules for any **staff assigned after**March 31, 2019 to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff (e.g., if Retailer hires John on February 14, 2019 as a file-clerk for his business but on April 15, 2019 Retailer wishes to reassign John as a member of Retailer's Technician Visit Staff, Retailer would be required to conduct a background check on John prior to moving John to his new role).

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Managing Subscriber Accounts

All modifications, changes or alterations to a Subscriber Account must be performed by and authorized by the Subscriber. Retailers are <u>not</u> able to act on behalf the Subscriber, regardless of whether the Subscriber gives the Retailer permission to do so.

Some situations will require the Subscriber to contact DISH for assistance. A few examples of these changes may include, but are not limited to:

- Programming changes;
- Processing or modifying payments;
- Restarting or disconnecting the account; or
- Adding or removing DISH Pause.

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DISH RETAILER MASTER BUSINESS RULES

TERMS AND DEFINITIONS



Effective Date: July 11, 2024 through September 4, 2024

Master Terms and Conditions

Prior to being considered for participation in any Promotional Program and in addition to any other requirements set forth in these Master Business Rules, a Retailer must: (A) have a valid Retailer Agreement in full force and effect with DISH; (B) otherwise be in good standing with DISH and Echosphere; and (C) purchase DISH Systems directly from Echosphere and/or an <u>Authorized Distributor</u>. Sales of Hardware, equipment and/or DISH Systems or Receivers on third-party web sites other than those owned by the Retailer or expressly approved by DISH is strictly forbidden.

The misrepresentation of the terms and conditions of any Promotional Program to Subscribers and/or the failure to disclose material terms and conditions of any Promotional Program to Subscribers may be deemed, as determined in DISH's Sole Discretion, to be fraud under your Retailer Agreement(s). Any breach or default of your obligations under these Master Business Rules may be deemed, as determined in DISH's Sole Discretion, to be a breach and/or default under your Retailer Agreement(s).

Notwithstanding anything to the contrary set forth in your Retailer Agreement(s), Retailers are not required to participate in any Promotional Program and participation in any Promotional Program may not be available to all Retailers. DISH shall determine Retailer eligibility to participate in all Programs in its Sole Discretion. All pricing, programming, packages, and other terms and conditions of service are subject to change without notice.

Telemarketing

Retailers are responsible for complying with all applicable Laws, including without limitation, telemarketing laws and DISH's phone sales policies. It is a violation of DISH's Business Rules and policies for Retailers to perform any outbound sales-related telephone calls or text messaging unless such call or text message is in response to a direct and very recent request to communicate by telephone at that telephone number from the individual and such phone call or text message is conducted in accordance with applicable Laws and with appropriate business records to support the lawfulness of the phone call or text message. Retailer must also notify DISH of, and receive prior written consent to use, any independent contractors, subcontractors, affiliates, agents, sub-agents or any other persons not directly employed by Retailer to make outbound telephone calls or send text messages related to DISH products and services.

Auto-dialing technology

Retailers may not, directly or indirectly through any affiliate(s) or third-party subcontractors, use any auto-dialing technology to place outbound telephone calls to promote DISH products and services (both sales and non-sales related) without first receiving DISH's prior written consent. Retailer must also obtain DISH's prior written consent for the use of any independent contractors, subcontractors, affiliates, agents, sub-agents or any other persons not directly employed by Retailer to fulfill any obligations under the DISH Retailer Agreement.

These Business Rules are Business Rules under your Retailer Agreement(s), and DISH may modify, replace or withdraw any or all of these Business Rules at Any Time and in its Sole Discretion, upon notice to Retailers. These Business Rules supersede any and all prior versions in their entirety with respect to activations of Subscriber Accounts that occur on or after the effective date of these Business Rules, and such prior versions (if any) shall be of no force and effect with respect to such activations. For activations of Subscriber Accounts that occurred prior to the effective date of these Business Rules, the corresponding prior version (if any) continues to apply.

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Third-Party Relationships

The Retailer Agreement prohibits use of any Third-Party Provider to fulfill any obligations under the Retailer Agreement without DISH's specific prior written consent.

Retailers may receive DISH's specific prior written consent by correctly and completely filling out and submitting a Retailer Request to Use Third-Party Provider form through <u>Partner Hub</u>. The form may also be found on on the <u>THIRD-PARTY PROVIDER BUSINESS RULES</u> page on DISH Portal. Email the form to <u>VendorInquiries@dish.com</u>.

Such prior written consent must be obtained before Retailer begins any work with such Third-Party Provider to fulfill Retailer's obligations under the Retailer Agreement. Please direct questions to VendorInquiries@dish.com.

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Marketing

A Retailer is not authorized to use any trademarks, service marks or trade names of DISH and/or its Affiliates in any Internet domain name or Internet subdomain, unless that Retailer obtains prior written consent from DISH using the DISH Retailer Domain Name Request Form.

A Retailer shall not use DISH, DISH Network, NET, ECHO, Star, Sling or a derivative of these terms or any name trademarked or being pursued by trademark by DISH and/or any of its Affiliates (including, without limitation any web identifier that DISH deems to be confusingly similar to any DISH trademark, service mark or trade name) in domain names, email addresses, generic domain names (e.g., those ending in ".com," ".org," ".net" and ".biz") and domain names that include top-level domains associated with countries (e.g., ".us," ".tv," ".uk" or ".ws").

A Retailer's **website landing page and the highest-level page** must identify the Retailer's name and **include the following disclaimer:**

[Retailer Name as it appears in your Retailer Agreement(s) with DISH] is an Authorized Retailer of DISH
Network L.L.C. DISH, DISH Network and DISH Network logos are trademarks, registered trademarks
and/or service marks of DISH Network L.L.C. and/or its Affiliate(s). The DISH Network trademarks,
registered trademarks and/or service marks are used under license of DISH Network L.L.C. and/or its
Affiliate(s).

There are Retailers who are permitted to use a trademarked term in a domain name or email address; however, these Retailers are aware that DISH reserves the right at Any Time to request these domains and/or email addresses be discontinued or transferred.

Telephone Listings

Retailer may not use "DISH" or any other term in the Negative Match List as the primary reference name by which you or your company is listed. This includes DISH Network L.L.C., EchoStar L.L.C. or any other related or affiliated entity.

Paid Search Terms

Non-DISH-branded

For non-DISH-branded searches, Retailers must not use Google AdWords Express™ because this tool does not allow you to assign negative keywords. Instead, Retailers must use Google AdWords, and apply the negative match and other keywords that should not be used or bid on for your pay-per-click ("PPC") campaign. These are listed in the "Negative Match List".

DISH-Branded

Retailer must obtain DISH's prior written consent to use DISH trademarks, DISH-branded paid search terms and/or confusingly similar or seemingly valid variations (i.e. "Dish Network"). Retailer may not use Internet search terms for PPC campaigns: (i) that include any of the trademarks belonging to DISH and/or its Affiliates; and/ or (ii) for which Retailer has paid a third party.

Retailers must contact <u>vendorinquiries@dish.com</u> to request prior written consent to use DISH trademarks and/or DISH-branded paid search terms.

Door-To-Door

The terms and conditions set forth in these Business Rules extend to in-person or flyer-based marketing campaigns directed at individuals physically present at Commercial Locations or Residential Locations ("**Door-to-Door Marketing**").

Retailers may receive DISH's specific prior written consent by correctly and completely filling out and submitting a Retailer Request to Use Third-Party Provider form, and such prior written consent must be obtained before Retailer begins any work with such Third-Party Provider to fulfill Retailer's obligations under the Retailer Agreement. The request form can be found on DISH Portal, with questions directed to VendorInquiries@dish.com. DISH's Compliance team will respond to Retailer requests submitted in this way in 7 to 10 business days. DISH may request further information from Retailer, including, without limitation, drivers' licenses, which further information Retailer must provide to DISH within 2 days of such a request by DISH.

DISH Retailer Master Business Rules

Retailers must notify DISH at least 3 weeks in advance of all approved Third Parties and employees who will represent DISH in each Door-to-Door Marketing campaign using the <u>online tool</u> available on DISH Portal; provided, however, that DISH may grant exceptions to such 3-week notice period in its Sole Discretion for any reason or no reason.

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Incentive Master Terms

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

DISH MAY DETERMINE FROM TIME TO TIME AND IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR SUBSCRIBER AND/OR HARDWARE COMPONENT IS ELIGIBLE FOR THE PAYMENT OF INCENTIVES. DISH'S CALCULATION AND PAYMENT OF ALL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY THE AFFECTED DISH RETAILER PURSUANT TO <u>SECTION 15.1</u> OF ITS RETAILER AGREEMENT.

Plan Agreements Requirement

Retailers must provide executed Plan Agreements to DISH within 30 days after the Subscriber's initial account activation in order to be eligible for the payment of Incentives. Please see the Plan Agreement Creation and Processing section of these Master Business Rules for more information.

Standard Professional Installation Requirement

DISH Retailers must provide Subscribers with <u>Standard Professional Installation</u> of all eligible Receivers and other equipment, as required by the Promotional Program herein, in order to be eligible for the payment of Incentives, unless DISH expressly states otherwise herein.

Related Accessories Requirement

Any and all related accessories and/or other non-DISH equipment installed by a DISH Retailer for a Subscriber Account must strictly comply with the <u>DISH Approved as Compatible Accessories List</u> on <u>DISH Portal</u> in order for such DISH Retailer to be eligible for the payment of Incentives.

Equipment Incentive Requirements

Unless otherwise provided herein, at minimum, any Hardware component (e.g., Receivers, switches, antennas) must meet the following requirements in order to be eligible for the payment of Incentives:

- be purchased by a DISH Retailer directly from Echosphere;
- be resold by such DISH Retailer to the Qualifying Residential Programming Subscriber or transferred by such DISH Retailer directly to DISH and leased by DISH directly to the Qualifying Residential Programming Subscriber;
- be installed by such DISH Retailer at the Qualifying Residential Programming Subscriber's Residential Location, as applicable, in full compliance with Section 2.9 of the DISH Retailer's Retailer Agreement; and
- result in the activation or continuation of Eligible Programming at the Subscriber's Residential Location, as applicable.

Additional requirements may apply as set forth herein.

Authorized Distributor Hardware Purchases

If a Retailer purchases Hardware from an <u>Authorized Distributor</u>, all Incentive payments to the Retailer related to such Hardware shall be paid exclusively by the applicable Authorized Distributor and the Retailer shall look to such Authorized Distributor exclusively for the payment of Incentive payments related to such Hardware.

Account Reconciliation

To be eligible for the payment of a Primary Residential Activation Incentive in connection with a Residential Subscriber Account, any and all related accessories and/or other equipment installed for, or otherwise provided to, the applicable Residential Subscriber Account by the Retailer must strictly comply with DISH's and/or any of its Affiliates' approved or acceptable accessories and/or other similar lists as set forth by DISH and/or such Affiliate(s)' in applicable Business Rules at any time and from time to time in their Sole Discretion (collectively, "Approved Accessories Lists"). Notwithstanding anything set forth herein to the contrary: (i) all Primary Residential Activation Incentives may, and no less than a minimum of \$100.00 (displayed as "QAFEE" or "FLXQAFEE" in account reconciliations) of such Incentives will, be reclaimed in the event that DISH determines at any time and from time to time in its Sole Discretion the applicable retailer failed to comply with all then-current Approved Accessories List(s) and (ii) the chargeback period applicable to any and all such chargebacks shall be indefinite.

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Payments

Payment of all Incentives is subject to and in accordance with the terms and conditions of a Retailer's Retailer Agreement, applicable Business Rules, and all Other Agreements.

All payments will be transmitted via EFT, unless otherwise noted. Please note that the actual settlement of EFT funds will vary depending on the policies of each DISH Retailer's bank.

Activation Incentive payments:

- For activations that occur on Friday, Saturday, or Sunday, Activation Incentive payments will invoice on the following Thursday, and will be set up to settle in the Retailer's bank account on Friday.
- For activations that occur on Monday, Tuesday, Wednesday, or Thursday, Activation Incentive payments
 will invoice on the following Monday, and will be set up to settle in the Retailer's bank account on
 Tuesday.
- If a truck roll is required for a DHA24 Elite, DHA24 Plus, or DHA24 Standard Subscriber within 7 days of the initial activation, the ROR may be subject to a charge back of a portion of the Primary Residential Activation Incentive in the amount of \$200 as determined by DISH in its Sole Discretion.

<u>Co-op</u> Accruals: Twice a week with payments set up to settle in the Retailer's DISH BrandDRIVE account on Tuesdays and Fridays. If at any time it is determined that a Retailer has not complied with the <u>DISH BrandDRIVE</u> <u>Simplified Marketing and Co-op Rules</u> or any applicable Business Rules, as determined by DISH in its Sole Discretion, a chargeback may be applied through a memo against the Retailer's Incentive payments.

Equipment Discounts and Installation Incentive payments:

- Equipment Discount payments for which DISH has received fully and correctly completed, submitted, and updated Plan Agreements and other required documentation by Friday will invoice on the following Thursday, and will be set up to settle in the Retailer's bank account on the following Friday.
- Equipment Discount payments for which DISH has received fully and correctly completed, submitted, and updated Plan Agreements and other required documentation by Tuesday will invoice on the following Monday, and will be set up to settle in the retailer's bank account on the following Tuesday.

Monthly Incentive payments: 45 days following the last day of the qualifying month (i.e., around the 15th of each month). For example, January Monthly Incentives will pay approximately March 15. Retailer must accumulate at least \$25 in owed Monthly Incentives for payment to be made; otherwise, DISH will accrue the Monthly Incentives until Retailer reaches \$25.

Sling TV: Incentives are paid upon Subscriber payment for the applicable incentivized Billing Cycle in the following monthly calculation period. Incentive(s) for pre-pay promotions will be paid on the following monthly calculation period after the time of sale. Any future Incentive(s) will be paid on the next monthly calculation period following Subscriber payment for the applicable incentivized Billing Cycle in the following monthly calculation period.

• If a Subscriber is activated with a Free Trial, the Subscriber Billing Cycle will begin upon first Subscriber payment.

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Chargebacks Master Terms

All Incentives may be charged back by DISH when permitted under a Retailer's Retailer Agreement, notwithstanding anything to the contrary contained herein.

All Incentives related to a Subscriber-based Promotional Program will be reclaimed in full, pursuant to the terms and conditions of the Promotional Program, if:

- the Subscriber Account terminates its Plan Agreement or deactivates or downgrades below Eligible Programming (or other minimum Programming required), or its service is disconnected for any reason or it goes on DISH Pause;
- the applicable DISH Retailer fails to perform all installation (including <u>Standard Professional Installation</u>, if required) and after-sales services for the Subscriber Account in full compliance with <u>Section 2.9</u> of such DISH Retailer's Retailer Agreement;
- the DISH Retailer does not provide the Subscriber with a 180-day warranty; or
- the DISH Retailer installs accessories or other non-DISH equipment that is not included on the <u>DISH</u> Approved as Compatible Accessories List on DISH Portal.

Each Promotional Program may include additional terms and conditions related to chargebacks.

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Plan Agreement Creation and Processing

AT THE TIME OF INSTALLATION/ACTIVATION

Agreement Review and Signing: The Retailer must take 2 printed copies of the Plan Agreement to the Subscriber's location for signature. The Account Holder must read the entire Plan Agreement and complete it in its entirety (including all required signatures, initials, and other identifying information). The Retailer must obtain original signatures from the Account Holder, including an acknowledgement from the Subscriber that the Subscriber received applicable Disclosures prior to sale. The Retailer must leave 1 signed Plan Agreement with the Account Holder and take 1 signed Plan Agreement with them when they leave. As an alternative, the DISH Paperless Agreement App may be used at the time of installation/activation to retrieve the Subscriber's agreement and capture the necessary signatures and may be submitted to DISH electronically.

AFTER INSTALLATION

Querying the Plan Agreement: The Retailer must query the applicable Plan Agreement on the Manage Customer Agreements page under the Manage tab on Partner Hub to enter the <u>CA ID Number(s)</u> (R00...) of the Receiver(s) installed. Retailers may query a Plan Agreement by entering the Subscriber's phone number, the Plan Agreement ID number (located in the top, right-hand corner of the Plan Agreement) or the number of credit/debit card the Subscriber used to credit qualify with DISH.

The Retailer must enter the CA ID Numbers after the installation to make sure that the correct CA ID Numbers are associated with the Subscriber's account. Retailers may not be able to install the Receivers they originally intended. The CA ID Numbers will be downloaded to DISH automatically each evening.

Sending the Plan Agreement to DISH: The Retailer must fax (or if you do not have a fax machine, mail a copy of) the signed Plan Agreement to DISH Sales Operations within 30 days following the Subscriber's activation.

Facsimile: 720-514-8000

Regular Mail: DISH Sales Operations

ATTN: Plan Agreements

P. O. Box 6628

Englewood, Colorado 80155

Overnight Mail: DISH Sales Operations

ATTN: Plan Agreements

9601 South Meridian Boulevard Englewood, Colorado 80112

Notwithstanding anything set forth herein to the contrary: (i) all Primary Residential Activation Incentives may be, and no less than a minimum of \$10.00 (displayed as "PROCESSFEE" in account reconciliations) of such Incentives will be, reclaimed in the event that DISH determines at any time and from time to time in its Sole Discretion a Plan Agreement is received and processed via Regular Mail or Overnight Mail; and (ii) the chargeback period applicable to any and all such Chargebacks shall be 2 years.

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Return of Leased Equipment and Unreturned Equipment Charges

Return of Leased Equipment

Subscribers are permitted to use Receivers(s), smart card(s), remote control(s), LNBFs and switches (if any) only while such Subscriber is an active Subscriber in good standing and in compliance with any applicable Plan Agreement. All such equipment is owned by DISH at all times and all Receiver(s) must be returned if the Subscriber elects to terminate an applicable Plan Agreement or deactivate Required Minimum Programming, or the Subscriber's service is otherwise disconnected for any reason at Any Time.

Within 30 days following a termination, downgrade or disconnection, the Subscriber must return all DISH Receiver(s) in good operating condition, normal wear and tear excepted, to:

- Retailer, if such termination, downgrade or disconnection occurred within the first 30 days following initial account activation; or
- DISH, if such termination, downgrade or disconnection occurred after the first 30 days following initial
 account activation.

Flex24 Promotional Plan:

Within 70 days following a termination, downgrade or disconnection, the Subscriber must return all DISH Receiver(s) in good operating condition, normal wear and tear excepted, to:

- Retailer, if such termination, downgrade or disconnection occurred within the first 30 days following initial account activation; or
- DISH, if such termination, downgrade or disconnection occurred after the first 30 days following initial
 account activation.

If the Subscriber must return their Receiver(s) to DISH, the Subscriber must call DISH immediately to receive an RA Number and delivery instructions. Each Subscriber is responsible for and shall bear all costs and expenses to return such equipment. The telephone number to call for an RA Number is:

- 800-333-3474, if the Subscriber is a Residential Subscriber at a Residential Location
- 800-454-0843, if the Subscriber is any other Subscriber

In accordance with <u>Section 15</u> of the Retailer Agreement (and without limitation), if a Subscriber returns their Receiver(s) to DISH in connection with the termination, downgrade or disconnection of such Subscriber's DISH Service within the first 30 days following initial account activation, Retailer has 90 days following the date of the resulting Equipment Discount chargeback (if any) to submit a dispute to DISH Retail Services.

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Installation Requirements

Required Standards: All installations must be completed in strict accordance with <u>Section 2.9</u> of the Retailer Agreement, the guidelines set forth in the <u>Installation Reference Handbook</u> (located on DISH Portal) and all other applicable Business Rules. Retailers who do not comply with these requirements or who perform otherwise substandard installations that later require the intervention of DISH or any of its Affiliates will receive payment chargebacks approximately equal to all costs expended to correct such installation issues. Please refer to the Retailer Installation and Use of Subcontractors Business Rules for details on certification, insurance requirements and other procedures.

Standard Professional Installation (SPI): Retailers may be required to provide a Subscriber with a <u>Standard Professional Installation</u> at no additional charge under the applicable Promotional Program.

Promotional Program Requirements: Individual Promotional Programs may have additional installation requirements.

Other Installations: In certain installations, additional equipment may be required and additional fees may apply.

Reconditioned Equipment Disclosure: If a Retailer provides any Subscriber with a reconditioned or remanufactured Receiver model at any time and for any reason, the Retailer must inform the Subscriber prior to lease or sale: (i) that such Receiver is not new and has been reconditioned to operate as new; and (ii) of any applicable warranty.

Telephone/Broadband Lines: All Receivers in a given Subscriber's location must be connected properly and professionally to the location's land-based phone lines or, solely in the case of a model ViP 622 DVR, ViP 722 DVR, Wally, Hopper 3, Hopper 2, or Hopper Duo Receiver, broadband network connection. The Receivers must be connected to such phone/broadband lines in a manner that encourages the Subscriber to leave them connected.

Orbital Locations: All antennas and satellite Receivers must be installed so that they can receive signal from, at a minimum, either of the following sets of orbital locations: (A) 110° and 119°; or (B) 61.5° and 72.7°. Antennas and satellite Receivers may need to receive signal from other locations as well.

Antenna Upgrades: Retailers must install the Antenna configuration as directed by the order entry tool based on the programming selected unless otherwise communicated via a Retailer News. If the Retailer does not fulfill the antenna installation in full compliance with all applicable Business Rules (as determined by DISH at Any Time and in its Sole Discretion), DISH may fulfill the Subscriber's antenna request and charge back the Retailer.

180-Day Installation Warranty: The Retailer must warranty their installation and hardware during the first 180 days following activation. If a Subscriber calls DISH for installation and hardware related issues within this warranty period and a CSR is unable to resolve the Subscriber's issue, a trouble call work order will be created and routed to the Retailer of Record's (ROR) work order queue located under the Manage tile > Work Orders > Accept/Reject Work Orders on Partner Hub. Failure to complete an assigned work order within the first 180 days is subject to an Installation Warranty Chargeback (payment code INSWRNTYCB) in the amount of \$100.

60-Day Technician Visit Warranty: The <u>Last Event Provider</u> (LEP) who provided any Technician Visit (installation, trouble call, <u>Change Receiver</u>, etc.) for a Residential Subscriber Account must warranty their work for the next 60 days. If a Subscriber calls DISH for issues within this warranty period and a CSR is unable to resolve the Subscriber's issue, a trouble call work order will be created and routed to the LEP's work order queue. Failure to complete an assigned work order within the next 60 days from the last Technician Visit Provided will result in a warranty Chargeback (payment code WRRNTYCBCK) of \$50.

Chargebacks: Notwithstanding anything to the contrary contained herein, DISH may charge back any and all Incentives and other payments made to a Retailer who does not: (A) honor the required 180-day Installation Warranty; or (B) perform all installation (including SPI, if required) and after-sales services for the applicable Subscriber Account in full compliance with <u>Section 2.9</u> of such DISH Retailer's Retailer Agreement.

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DISH Protect and OnTech Smart Home Protect

DISH Protect

Retailer responsibility with DISH Protect includes, but is not limited to: (A) free shipping for repair or replacement of defective Receiver equipment; (B) video cabling and power surge repairs to DISH equipment; and (C) free inhome Technician Visits.

For any DISH Protect services not included in the Retailer's responsibilities, the Subscriber should be directed to DISH Customer Service for assistance.

If a Subscriber does not select DISH Protect (or declines a Term Commitment) in their Plan Agreement and declines the free trial offer of the DISH Protect, they will automatically receive a standard service plan for replacement of eligible Receivers, and the standard cost for each Technician Visit will apply.

Currently, DISH Protect is available for Residential and Public/Private Subscribers and Locations. OnTech Smart Home Protect is only available to Residential Subscribers at Residential Locations. Residents of Alaska shall not be eligible to participate in the DISH Protect or OnTech Smart Home Protect unless they reside within one of the Authorized Alaska Zip Codes.

DISH Protect Eligibility					
	DISH Protect OnTech Smart Home Protect				
Residential	ntial X X				
Public Private* X -					
Public/Private Commercial accounts in Puerto Rico are not considered eligible for DISH Protect.					

Warranty Status

Subscribers may contact a Retailer directly for service on their DISH System at any time. Retailers may determine a Subscriber's warranty status by pulling up the Subscriber's account in Axiom. DISH Protect Subscribers and Subscribers whose DISH Protect Warranty was previously referred to as In Home Service Plan (IHSP) may not be charged Technician Visit Fees for in-home service calls. Non-DISH Protect Subscribers may not be charged Technician Visit Fees for in-home service calls that occur within the first 60 days of activation or previous Technician Visit.

	Technician Visit Fees for Subscribers with or without DISH Protect						
IHSP	IHSP Subscriber within first 60 days of Activation or previous Technician visit Subscriber within first 60 days of Activation or previous Technician visit Subscriber within first 60 days and Qualifies and Qualifies and Qualifies are Change Previous Technician visit Subscriber within first 60 days since Activation or previous Technician Visit with DISH Protect Subscriber within first 60 days since Activation or previous Technician Visit with DISH Protect Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 days since Activation or previous Technician Visit Subscriber within first 60 d						
\$0	\$0	\$0	\$0	\$95			

DISH Protect Technician visits: Failure to complete an assigned work order (no-call/no-show) within a 30-day period is subject to a one-time Chargeback (payment code DHPPCHCB) in the amount of \$100 for the first incident. The charge for each additional Service Call resulting in a no-call/no-show is \$50. In addition, DISH Protection Monthly Incentive Payments shall be discontinued for any no-call/no-show assigned work orders. DISH Protect Subscribers cannot be charged by a Retailer for Technician Visits for services covered under DISH Protect.

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Trouble Call Referral Program

Trouble Call Referral Program

Each Retailer is responsible for providing after-sales services for each Subscriber for which such Retailer is the Retailer of Record (ROR) or Last Event Provider (LEP) throughout the entire applicable Retailer installation warranty period. Trouble call work orders are assigned to Retailers through Partner Hub at https://partnerhub.dish.com in the Work Orders section under the Manage tab.

Retailers are required to complete a DISH Protect Amendment to their Retailer Agreement to be eligible to receive DISH Protect Monthly Incentives. Additionally, Retailers who purchase equipment from Echosphere must create an Assistance Request on Partner Hub using category General Questions, subcategory Business Rules in order to provide the ZIP Codes so that DISH can determine the Retailer's service area. ZIP Codes must be provided upon completing the DISH Protect Amendment (in order for the Retailer to begin receiving referrals), and any time there is a change in the area the Retailer services. Retailers who purchase equipment from an Authorized Distributor should contact their Authorized Distributor for information on how to provide them with service area details as their process may differ.

The Incentive will be paid to the ROR for every Residential Subscriber Account activated with Eligible Residential Programming and is enrolled in the DISH Protect for 28 consecutive days within a given month. DISH Protect Monthly Incentives will be paid approximately 45 days after the last day of the qualifying month (on or around the 15th of each month).

Each month DISH shall calculate the total number of eligible Residential Subscriber Accounts enrolled in the DISH Protect for which a Retailer is the ROR. Based on that total, the DISH Protect Monthly Incentives will be paid approximately 45 days after the month for which they were calculated. Payment is dependent on the Retailer fulfilling at least 80%* of the Trouble Call Work Orders referred to the Retailer in the month immediately following the month for which the total number of eligible Residential Subscriber Accounts enrolled in the DISH Protect was calculated.

Payment Schedule and Eligibility for DISH Protect Monthly Incentives				
Month 1 Calculation	Month 3 DISH Protect Monthly Incentive Payment			
Number of Eligible Subscribers enrolled in the	≥80%* of Trouble Calls are fulfilled	Yes		
DISH Protect is Calculated.	<80%* of Trouble Calls are fulfilled	No		

*If less than 5 Work Orders are assigned to a particular Retailer within a measurement period, the percentage of Work Orders that must be accepted, completed, and closed in order for the Retailer to receive the DISH Protect Monthly Incentive payment the following month are listed below:

Work Orders Assigned in the Measurement Period	Minimum Required Completed Work Orders in the Measurement Period	Minimum Required Completion Percentage in the Measurement Period
0	0	0.00%
1	0	0.00%
2	1	50.00%
3	2	66.67%
4	3	75.00%
5 or more	80%	80.00%

The completion percentages above are effective for each 1 month measurement period beginning May 1, 2010, and for each 1 month period thereafter.

DISH Protect Monthly Incentive Payments with respect to a particular Residential Subscriber Account shall be discontinued in the event that: (a) a particular Residential Subscriber's enrollment in the DISH Protect has been terminated or cancelled for any reason; (b) the participating DISH Retailer who is the ROR for such Residential Subscriber Account rejects **ANY** assigned trouble call work order (defined as TC or CH work orders in such DISH Retailer's work order queue); (c) the participating DISH Retailer who is the Retailer of Record (ROR) for such

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Residential Subscriber Account fails to successfully complete an assigned trouble call work order to the sole satisfaction of the Subscriber and DISH; or (d) the Residential Subscriber Account is disconnected for any reason, including <u>DISH Pause</u>.

Retailers will continue to be assigned trouble call work orders for up to 45 days from the last date they received a DISH Protect Monthly Incentive for that Subscriber.

- If a Residential Subscriber Account that is disconnected or in <u>DISH Pause</u> is reactivated, DISH Protect Monthly Incentive Payments will not restart.
- If a Residential Subscriber Account remains continuously active and is not in <u>DISH Pause</u>, but removes and later resubscribes to DISH Protect, the DISH Protect Monthly Incentive Payments will resume.

Technician Visit Process

An internal system will assign work orders to Retailers on a daily basis (365 days per year). There are two work order types that a Retailer may see in their work order queue.

- TC work orders assigned to Retailers for a Subscriber whose accounts have been active for 60 days or less or who have a work order scheduled within 60 days following any previous Technician Visit completed by a Retailer regardless of the length of time the account has been active.
- CH all other work orders that are not defined by TC in which the account has the DISH Protect active.

Retailers that are assigned a work order can see the detailed information by clicking on the hyperlink on the left side of the work orders screen. The status of the work order can be viewed and changed from the dropdown here. There are 4 possible status categories.

- Assigned indicates a work order has been assigned to the Retailer, awaiting response from the Retailer.
- Accepted indicates the Retailer has accepted the work order.
- Rejected indicates the Retailer has rejected the work order.
- No Response indicates the Retailer failed to accept or reject the work order by the applicable Trouble Call Acceptance Deadline.

The window of time in which a Retailer must respond to, accept and close all trouble call work orders varies based on the time of day in which the trouble call work order is scheduled with the Subscriber. All stated times for acceptance and closing of trouble call work orders are in the Subscriber's time zone. All scheduled appointments between 8 a.m. and 12 p.m. (Noon) will be considered "A.M. Trouble Calls." All scheduled appointments between 12 p.m. (Noon) and 5 p.m. or between 5 p.m. and 7 p.m. will be considered "P.M. Trouble Calls." Retailers must respond to assigned trouble call work orders via Partner Hub no later than a certain time, as specified below, in relation to the Scheduled Appointment.

The Trouble Call Acceptance Deadline for an A.M. Trouble Call shall be 11:59 p.m. on the day before the scheduled appointment. The deadline to close an A.M. Trouble Call shall be 11:59 a.m. the day following the scheduled work order. The Trouble Call Acceptance Deadline for a P.M. Trouble Call shall be 8:59 a.m. on the day of the scheduled appointment. The deadline to close a P.M. Trouble Call shall be 11:59 a.m. the day following the scheduled work order.

The referral system WILL NOT make time adjustments for work orders created for Subscribers whose address is in an area that DOES NOT observe Daylight Saving Time. Work orders assigned for Subscribers whose address is located in one of these areas must be accepted, rejected or closed one hour earlier than the time frames stated in these Business Rules. Puerto Rico, U.S. Virgin Islands and certain areas of the contiguous United States do not observe DST.

Please note that if a scheduled appointment requires a Retailer to resolve an issue that is not related to the original installation (e.g., Subscriber negligence, weather damage, new roof on the house, etc.) or not related to an issue involving hardware that is covered under the DISH Protect promotion ("Covered Hardware"), the Retailer may, in its discretion, charge the Subscriber for the trouble call work order. Retailers that plan to charge a Subscriber for the work done to resolve the trouble call work order must disclose to the Subscriber that the Retailer will be charging the Subscriber an additional amount that is not covered by the \$10.00 fee that may have already been charged by DISH before beginning the work. It is also recommended that Retailers provide an estimate of the potential charges before beginning the work, as this may help avoid misunderstandings.

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Sales-Only Option

For those Retailers who do not intend to perform the installation for a particular sale, DISH has a sales-only option. The Retailer may elect to have DISH or DISH's third-party contractor, perform an installation for any sale by selecting the "DISH Install" option in Axiom. There are only three scenarios for which the sales-only option should be used:

- For Local Retailers who have the opportunity to complete sales outside their normal sales market, and for which there was no advertising performed.
- For a Local Retailer who for a limited timeframe has a higher volume of sales than capacity to perform installations.
- For Local Retailers who are considering expanding into a market where currently they have no physical
 presence, the sales-only option may be used for a limited time. Specifically, subject to the below
 conditions, a Retailer may market and sell into an area, and have DISH perform the installation for up to a
 6 month period.
 - o In order to participate in this sales-only option, Retailers must contact their area manager to obtain approval, identify a target DMA, and create a marketing campaign.
 - Should a Retailer wish to continue advertising and selling in a market after 6 months, that Retailer must hire technicians who will perform installations on at least 80% of all sales in the area.
 - If at the end of the 6 month period the Retailer is still actively marketing and using the sales-only option for the majority of their sales in the target DMA, such Retailer may be subject to disciplinary action, up to and including termination.

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Shared DISH MDU Property and Registration Rules

Eligible Properties: New or existing Shared DISH MDU Properties listed in the table below that use a Shared DISH System to distribute programming.

Eligible SDS Locations			
Apartments	Senior Care		
Condominiums	Assisted Living		
Mobile Home Parks	RV Parks		
Townhomes	Student Housing		
Universities/Dormitories			

Strictly Prohibited Locations:

- Guest Property locations including hotels and motels.
- Single family communities and/or residences

Notwithstanding the foregoing, DISH reserves the right to determine at any time and from time to time, in its Sole Discretion, whether a location constitutes an Eligible SDS Location or if a location is more appropriately considered another type of location.

Property Qualification:

Shared DISH MDU Property installed with a Shared DISH System (SDS) that agrees to be bound by the terms and conditions of a <u>Right of Entry Agreement</u> and/or a Retailer SDS Property Profile Form. Shared DISH MDU Properties must be at least 10 units in size.

Registration Requirements:

Retailer is responsible for submitting the <u>Retailer SDS Property Profile form</u>, which may be found on DISH Portal, to DISH. This form must be complete and must include a copy of all addresses within the Shared DISH MDU Property, as well as a copy of the Right of Entry Agreement (if applicable) and proof of installation of a qualified SDS Location. DISH reserves the right to disqualify submissions that do not meet the requirements set forth above.

Maintenance Requirements:

Retailer is required to maintain the Shared DISH System and equipment of any Qualifying SDS Subscriber(s) so long as Retailer is registered to the Shared DISH MDU Property. DISH reserves the right to unregister any property if the Retailer does not meet the requirements set forth in these Business Rules. Retailer shall notify DISH immediately in writing if the Retailer is unable to continue maintenance of a registered Shared DISH MDU Property.

Penetration:

The following penetration rates must be maintained so long as Retailer is registered to the Shared DISH MDU Property.

Penetration Rate			
Non-Exclusive DISH Exclusive			
10%	25%		

Any Shared DISH MDU Property below the penetration rate shall be subject to review for performance, and potentially unregistered if no improvement is made, or the above conditions are not met. Retailer must have at least one activation within 30 days of registering any Shared DISH MDU Property and must achieve the penetration requirement within 12 months of registering the Shared DISH MDU Property.

DISH reserves the right to audit any registered property, including any property below the penetration requirement.

DISH Retailer Master Business Rules

Audit and Penalty: DISH reserves the right to audit any registered Shared DISH MDU Property for

compliance with these Business Rules. Any Shared DISH MDU Property found to not be in compliance can/shall; (i) be unregistered from DISH's system; (ii) be allowed open access to other Retailers; and/or (iii) in the event that the requirements are not

being followed, the Property may be taken over by DISH.

Any activations identified by DISH to be fraudulent according to the Retailer Agreement or these Business Rules, shall be subject to Incentive chargeback, Retailer of Record change, as well as potential action up to and including termination.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.

Antenna Configuration: Eastern Arc Configurations apply.

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Repayment of Charged-Back Incentives

Charged-back Incentives may be repaid to a Retailer in certain circumstances, as detailed below. DISH will pay Incentives on reactivated equipment only to the original ROR.

DHA24 Elite, DHA24 Plus, DHA24 Standard Incentives

For Residential Subscribers under one of the DHA24 Plans, if an Incentive is charged back due to a Residential Subscriber Account disconnecting, going on <u>DISH Pause</u>, or downgrading below Eligible Residential Programming, Incentives will not be repaid should such Residential Subscriber Account reactivate, return from DISH Pause, or upgrade to Eligible Residential Programming.

Flex24, FlexTV Incentives

For Residential Subscribers under the Flex24 or FlexTV Plans, if an Incentive is charged back due to a Residential Subscriber Account disconnecting or downgrading below Eligible Residential Programming, and such Residential Subscriber Account is: (A) reactivated with or upgraded to Eligible Residential Programming within 15 days following such disconnection or downgrade, such Incentive may be repaid (and there is no limit on the number of times that this may occur); and (B) reactivated with or upgraded to Eligible Residential Programming after 15 days following such disconnection, such Incentive may be repaid once.

- If such repaid Incentive is subject to the <u>360-day 50% Chargeback</u> rule, the chargeback calendar will resume where it was upon the Residential Subscriber Account's disconnection of Eligible Residential Programming, rather than start over upon reactivation or upgrade.
- If such repaid Incentive is subject to the <u>30-Day Non-pro-rated Chargeback</u> or <u>180-day Non-pro-rated Chargeback</u> rule (as applicable), the chargeback calendar will restart upon the Residential Subscriber Account's reactivation of or upgrade to Eligible Residential Programming.

For Residential Subscribers under the Flex24 or FlexTV plans, if an Incentive is charged back due to a Residential Subscriber Account going on DISH Pause, and such Residential Subscriber Account is reactivated, such Incentive may be repaid (and there is no limit on the number of times that this may occur).

- If such repaid Incentive is subject to the 360-day 50% Chargeback rule, the chargeback calendar will resume where it was upon the Residential Subscriber Account's disconnection of Eligible Residential Programming, rather than start over upon reactivation or upgrade.
- If such repaid Incentive is subject to the 30-Day Non-pro-rated Chargeback or 180-day Non-pro-rated Chargeback rule (as applicable), the chargeback calendar will restart upon the Residential Subscriber Account's reactivation of or upgrade to Eligible Residential Programming.

Failure of Repayment

If a Retailer believes that a charged-back Incentive has not been repaid correctly within 3 weeks of when it should have been, the Retailer should submit a payment dispute under the Communicate tab in Partner Hub. Please note that although antenna equipment is not considered leased equipment, if an account disconnects within 30 days of activation, all antenna-related Incentives will be subject to chargeback.

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Telco/Retailer Relationships

Bundling DISH Subscribers with a Telco

DISH Retailers in the Continental United States are not directly involved in the bundling process between a DISH subscriber and a Telco. The DISH Retailer performs the qualification and installation of DISH for the Subscriber, as usual. If the Subscriber is interested in a Telco's bundle offer, then the Subscriber will need to contact the Telco within 60 days following its DISH installation. The Telco will then qualify the Subscriber for its bundled services and extend the new Subscriber offer to the Subscriber, if applicable.

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Master List of Definitions

All capitalized terms will have the meanings set forth herein or as otherwise referenced; any capitalized terms not defined herein will have the meanings set forth in your Retailer Agreement(s).

The following terms are defined in your Retailer Agreement(s):

Affiliate(s)	Qualifying Residential Programming Subscriber
Any Time	Residential Internet Subscriber Account(s)
Business Rule(s)	Residential Location(s)
Direct Broadcast Satellite (DBS)	Residential Programming Subscriber Account(s)
DISH	Retailer
DISH System(s)	Sole Discretion
Electronic Funds Transfer (EFT)	Subscriber Account
Eligible Residential MDU Programming	Territory
Eligible Residential Programming	Unit(s) or Drop(s)
Hardware	
Incentive(s)	
Laws	
MDU Property/MDU Properties	
Monthly Incentive(s)	
Other Agreement(s)	
Promotional Program(s)	
Qualifying Residential Internet Subscriber	

0-Day Chargeback means that no chargeback applies.

180-Day Non-pro-rated Chargeback means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

30-Day Non-pro-rated Chargeback means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

360-Day 50% Chargeback means that DISH may charge back up to 50% of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

360-Day Pro-rated Chargeback means that DISH may charge back certain portions of the applicable Incentive if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules), based on a 360-day calendar. The following is an example showing how a \$300 Incentive would be charged back under the 360-Day Pro-rated Chargeback rule based on the day on which the chargeback condition occurs:

	Incentive Payment Pro-Rated Chargeback Calendar							
Primary	Example	0-90	91-180	181-270	271-360	361 +		
Incentive	Payment	Days From						
Type	Amount	Activation	Activation	Activation	Activation	Activation		
Primary	\$300	\$300	\$225	\$150	\$75	\$0		
Activation		charge back						
Incentive		(100%)	(75%)	(50%)	(25%)	(0%)		

A.M. Trouble Call means a work order assigned to a Retailer in which the Technician Visit is scheduled between the hours of 8 a.m. and 12 p.m.

Account Holder means the Subscriber approved for a Subscriber account with DISH. The Account Holder must meet all qualifications for the Promotional Program and sign all applicable Subscriber agreements.

Activation Fee means the non-refundable fee charged to the Subscriber by DISH (and collected by the Retailer or DISH, as determined by DISH at Any Time and in its Sole Discretion) for activation of DISH equipment and/or

programming. The Activation Fee amount, if applicable, is set forth in the Business Rules for each Plan and related Promotional Program.

Activation Incentive means an amount, credit or other consideration provided to a Retailer based upon the activation or upgrade of a Subscriber Account, as set forth herein.

Antenna or **antenna** means a roundish reflector mounted on a mast and attached to a Subscriber's home or business for the purpose of receiving an Eligible Programming signal. The following are the current models of DISH antennas:

- Dish 1000.2 WA Hybrid: a 20" antenna that receives Eligible Programming from 110° and 119° orbital locations. It is used in a Western Arc market only. Required in Hopper 3 and Hopper 2 installations.
- Dish 1000.2 EA Hybrid: a 20" antenna that receives Eligible Programming from 61.5° and 72.7° orbital locations. It is also known as an Eastern Arc antenna. Required in Hopper 3 and Hopper 2 installations.
- Dish 500: a 20" antenna capable of receiving signal from 110° and 119° orbital locations and may also be used to access a single orbital location.
- Dish 1000.4: a 20" antenna that receives Eligible Programming from 61.5°, 72.7° and 77° orbital locations. It is also known as an Eastern Arc antenna.
- Dish 1000.2: a 20" antenna that receives Eligible Programming from 110° and 119° orbital locations. It is
 used in a Western Arc market only.
- Dish 1000.2 EA: a 20" antenna that receives Eligible Programming from 61.5° and 72.7° orbital locations.
 It is used in an Eastern Arc market only.
- Dish 500+ or DPP 500+: a 30" antenna that receives Eligible Programming from 110°, 119° and 118.7° orbital locations. It is used in a Western Arc market and may be used in an Eastern Arc Market to receive programming from 118.7° only.
- Dish 1000+ or DPP 1000+: a 30" antenna that receives Eligible Programming from 110°, 119° and 118.7° orbital locations. It is used in Western Arc Markets only.
- Dish 500 AK: a 30" antenna that is used in the <u>Authorized Alaska ZIP Codes</u> only to receive Eligible Programming from 119° orbital locations.
- Dish 500 HI 110/119: a 30" antenna that is used in Hawaii only to receive Eligible Programming from 110° and 119° orbital locations.
- Dish 500 HI 119: a 30" antenna that is used in Hawaii only to receive Eligible Programming from 119° orbital locations.

Authorized Alaska ZIP Codes include the following:

			olado tilo lo						
	Anchorage, AK DMA Authorized Zip Codes								
99501	99508	99515	99522	99567	99588	99629	99654	99676	99760
99502	99509	99516	99523	99568	99599	99631	99663	99683	99775
99503	99510	99517	99524	99572	99603	99635	99664	99686	99776
99504	99511	99518	99529	99573	99605	99639	99669	99687	99780
99505	99512	99519	99530	99577	99610	99645	99672	99688	99790
99506	99513	99520	99540	99586	99611	99652	99674	99694	
99507	99514	99521	99556	99587	99623				
			Fairbanks,	AK DMA	Authorized	ZIP Codes			
99701	99704	99707	99709	99711	99714	99725	99737	99744	99775
99702	99705	99708	99710	99712	99716	99729	99743	99760	99790
99703	99706								
	Juneau, AK DMA Authorized ZIP Codes								
99802	99811	99824	99827	99829	99840	99801	99803	99821	99829
99835	99901	99921	99928						

^{*} DISH Protect is only available in Alaska to Subscribers within the Authorized Alaska ZIP Codes listed above. Remote Areas of Alaska are not eligible for DISH Protect, regardless of their Plan.

Authorized Distributor means an entity authorized in writing by DISH and Echosphere to resell DISH approved equipment, parts, and accessories.

AutoPay means a method of payment for Eligible Programming or other DISH services that permits an automatic charge to a Subscriber's credit card, debit card, or bank account via electronic funds transfer (EFT) to pay for

Eligible Programming, other DISH services and/or fees, as applicable. AutoPay can occur on a monthly or annual basis, depending on DISH's payment options, which DISH may determine at Any Time and in its Sole Discretion.

Average Monthly Services as it relates to SLING TV is the calculation of the average cost of core programming, add-ons, Extras, DVR, or premium channels during the Incentive Calculation Period. Any refunds applied to the Subscriber Account during the monthly calculation period will be applied to the Average Monthly Services. The Average Monthly Services excludes applicable taxes, fees, installation charges, installation bundles, device(s), shipping, paid Video On Demand, and Pay-Per-View programming.

CA ID Number is a Receiver identification number that is unique and does not change. It is commonly referred to as the R00 or R01.

Cancellation Fee means the cancellation fee that applies pursuant to a Subscriber's Plan Agreement if the Subscriber terminates their Plan Agreement or deactivates Required Minimum Programming, or their DISH service is disconnected for any reason, prior to the end of the Subscriber's Term Commitment and the Subscriber has not yet paid all programming and other fees and charges due during the Term Commitment. If any Subscriber owes DISH more than one Cancellation Fee at any time, the Cancellation Fee with the greater amount shall control.

Change Receiver means the Promotional Program in which existing Subscribers may upgrade their DISH System or Receivers to a higher model family. Eligibility is determined by DISH's Sole Discretion. A 24-month commitment is required for participation. The Subscriber leases their Hardware from DISH.

Co-op means an amount, credit or other consideration provided to a Retailer that may be used, as set forth herein, solely for marketing and promotion of Eligible Programming and other services pursuant to the DISH BrandDRIVE Simplified Marketing and Co-op Rules or as set forth herein.

Covered Hardware means DISH Network Direct Broadcast Satellite (DBS) video hardware, either purchased or leased, that is active on a DISH account installed at a Residential location that carries the DISH Protect.

Credit Scoring is required for <u>Standard Subscriber Qualification</u> for specified Promotional Programs. Retailers will be charged a fee of up to \$2.50 for each credit check submission. Equifax will bill Retailers directly for credit-scoring services.

Customer Retention Program (CRP) is a program that ranks Retailers on their performance in retaining Residential and Commercial Subscribers, as detailed in the <u>Customer Retention Program (CRP) and Summit Advantage Business Rules</u>.

Customer Service Representative (CSR) means a DISH employee who directly assists Subscribers.

DASH Line means a phone number - (866) 688-3274 - that Retailers must call to complete certain changes to a Subscriber Account, including but not limited to, Receiver upgrades or exchanges.

Designated Market Area (DMA) means the areas, as defined by Nielsen Media Research that can receive Eligible Local Networks Programming.

Device, as it pertains to Sling TV, means a piece of equipment that may be used to stream Sling TV content, such as Roku 3 or Roku Stick. A Device may be offered to Subscribers with certain Sling TV promotions.

Digital Home Advantage (DHA) is a Promotional Program available to Qualifying Residential Programming Subscribers that includes three commitment options (DHA24 Elite/DHA24 Plus/DHA24 Standard). The Subscriber leases their Hardware from DISH.

Disclosures means the Promotional Program terms Retailers are required to provide to the Subscriber that is listed on the account being activated.

DISH Approved as Compatible Accessories means the Hardware that has been approved for use in the installation of a DISH System by DISH. All accessories and non-DISH equipment that DISH and/or its Affiliates have compiled and published for use by Retailers are included on the DISH Approved as Compatible Accessories List on DISH Portal.

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DISH BrandDRIVE Simplified Marketing and Co-op Rules means the document created by DISH that contains DISH's rules pertaining to advertising, marketing and promotion of Eligible Programming, other DISH services and DISH equipment. DISH may change the DISH BrandDRIVE Simplified Marketing and Co-op Rules at Any Time and in its Sole Discretion.

DISHComm means a connectivity device used to connect Receivers to the Internet via electrical wiring.

DISHComm Modem means the hardware that utilizes HomePlug Technology to connect to the DISH Receiver to a phone line.

DISH Install in Axiom is a sales flow located in Axiom that allows Retailers to sell the DHA24 Elite/DHA24 Plus/DHA24 Standard, Flex24, or FlexTV plans to Qualifying Residential Programming Subscribers that they are unable to install. For additional details please refer to the <u>Sales-Only Option</u>.

DISH Move-In Deal means the Promotional Program that provides <u>Residential Standard Professional Installation</u> of applicable antenna(s) and Receivers for a Subscriber who is moving to a new permanent Residential Location where Eligible Programming is available.

DISH Move-In Deal Receiver Upgrade means the Promotional Program that provides a combination of the DISH Move-In Deal and Change Receiver Promotional Programs for existing Residential Subscribers.

DISH Outdoors® **Bundles** are outlined below, and each consists of a portable antenna and a Wally Receiver. DISH ships the bundle directly to the customer after account activation is completed. Retailers can either add a bundle on to a new account at the time of sale, or they can sell it as a standalone product and collect payment upfront in both flows.

DISH Outdoors Bundles and Pricing			
Bundle Options	Price		
Playmaker 2 Wally HD Bundle	\$299		
Playmaker 2 Dual Wally HD Bundle	\$349		
Tailgater Wally HD Bundle	\$349		
Tailgater Pro Wally HD Bundle	\$429		

DISH Outdoors Mobile Antenna means a KING or Winegard portable antenna used by a Subscriber for the purpose of receiving Eligible Programming signal.

DISH Paperless Agreement App enables Retailers to electronically submit new and existing Subscriber agreements from a compatible mobile device.

DISH Pause means a program that allows Subscribers to interrupt their service for up to 9 months per rolling 12-month period without terminating service or incurring a termination fee.

DISH Portal is the website DISH has created to provide Retailers access to documentation and training related to DISH. Documentation includes but is not limited to Business Rules, Retailer News and other training materials.

DISH Pro (DP) means an LNBF that provides one orbital at a time and supports only one tuner per feed.

DISH Pro Hybrid (DPH)/Slimline means an LNBF that supports multi-tuner Receivers and is the preferred solution for Hopper 2 and Hopper 3.

DISH Pro Plus (DPP) means an LNBF that supports single or dual tuner Receivers and is the preferred solution for dual tuner Receivers like ViP.

DISH Protect means DISH's optional service program for Subscribers.

Duo, in the context of a Receiver, means a Receiver with 2 tuners designed to function on 2 televisions. See Receiver Hierarchy for a listing of all DISH Receiver types.

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DVR means digital video recorder, or indicates those Receivers that are equipped with digital video recording capability. See Receiver for a listing of all DISH Receiver types.

Eastern Arc Configuration means those installation configurations that DISH has authorized at Any Time and in its Sole Discretion for use in the Eastern Arc Markets.

Eastern Arc Configuration Subscriber means Subscribers who have the following qualifications:

- The Subscriber is located in an Eastern Arc Market; and
- upon initial account activation, such Subscriber will receive Eligible Programming from 2 or more of the 61.5°, 72.7° and 77° orbital locations; and
- has an Eligible HD Programming package.

Eastern Arc Markets means Eligible Local Networks Programming that is broadcast from the 61.5° 72.7°, or 77° orbital location. Please see Eastern Arc Only DMA and Eastern Arc Preferred DMA for lists of Eastern Arc Markets.

Eastern Arc Only DMA is an Eastern Arc Market where all Subscribers, regardless of HD subscription, must be installed on the Eastern Arc with CA ID Number equipment. The following are included; DMA numbers are in parentheses:

	Eastern Arc Only					
Albany et al, NY (532)	Columbus, GA (522)	Myrtle Beach, SC (570)	Syracuse, NY (555)			
Albany +, VT (431)	Davenport, IA (682)	Northeast Portland+, ME (435)	Tallahassee, FL (530)			
Augusta, GA (520)	Evansville, IN (649)	New Orleans, LA (622)	Utica, NY (526)			
Bangor, ME (537)	Gainesville, FL (592)	Paducah, KY (632)	Wheeling, NY (554)			
Baton Rouge, LA (716)	Greenwood, MS (647)	Panama City, FL (656)	Wilkes Barre, PA (577)			
Bluefield, WV (559)	Jackson, MS (718)	Portland, ME (500)	Youngstown, OH (536)			
Boston +, VT (432)	Johnstown, PA (574)	Portland-Auburn+, ME (433)				
Buffalo, NY (514)	Lake Charles, LA (643)	Presque Isle, ME (552)				
Burlington, VT (523)	Lansing, MI (551)	Providence, RI (521)				
Burlington +, NH (434)	Lexington, KY (541)	Quincy, IL (717)				
Charleston, SC (519)	Milwaukee, WI (617)	Rockford, IL (610)				
Columbia, MO (604)	Monroe, LA (628)	Springfield, MA (543)				

Eastern Arc Preferred DMA is an Eastern Arc Market where all Subscribers subscribing to HD programming, as well as DHA Subscribers subscribing to SD programming, must be installed. Flex24 and FlexTV SD Subscribers remain on the Western Arc. Exceptions based on Latino and International programming as well as no line of sight may apply in some markets. The following are included; DMA numbers are in parentheses:

Eastern Arc Preferred					
Abilene, TX (662)	Des Moines, IA (679)	Jonesboro, AR (734)	Orlando, FL (534)		
Albany, GA (525)	Detroit, MI (505)	Joplin, MO (603)	Parkersburg, WV (597)		
Alexandria, LA (644)	Dothan, AL (606)	Kansas City, MO (616)	Peoria, IL (675)		
Alpena, MI (583)	Elmira, NY (565)	Kent County, DE (436)	Perry County +, MO (425)		
Amarillo, TX (634)	Franklin County +, PA (422)	Knoxville, TN (557)	Pittsburgh, PA (508)		

Atlanta, GA (524)	Ft. Myers, FL (571)	Lafayette, IN (582)	Raleigh, NC (560)
Baltimore, MD (512)	Ft. Wayne, IN (509)	Lafayette, LA (642)	Richmond, VA (556)
Biloxi, MS (746)	Grand Rapids, MI (563)	Lima, OH (558)	Rochester, NY (538)
Birmingham, AL (630)	Greensboro et al, NC (518)	Lubbock, TX (651) Salisbury, MD (576	
Bowling Green, KY (736)	Greenville, NC (545)	Macon, GA (503)	Savannah, GA (507)
Charleston, WV (564)	Harrisburg, PA (566)	Marquette, MI (553)	St. Louis, MO (609)
Charlotte, NC (517)	Harrisonburg, VA (569)	Memphis, TN (640)	Tampa, FL (539)
Chicago, IL (602)	Hartford, CT (533)	Minneapolis, MN (613)	Traverse City, MI (540)
Cincinnati, OH (515)	Hattiesburg, MS (710)	Mobile, AL (686)	W Palm Beach, FL (548)
Clarksburg, WV (598)	Huntsville, AL (691)	Nashville, TN (659)	Wilmington, NC (550)
Cleveland, OH (510)	Jackson, TN (639)	Norfolk, VA (544)	Zanesville, OH (596)

eAutoPay means the combination of electronic billing and AutoPay services Subscribers may select.

Echosphere (Echosphere LLC.) is a technology company that distributes DISH Systems, Receivers and Hardware.

Eligible HD Local Networks at 61.5° Markets means Eligible Local Networks Programming that is available in HD from the 61.5° orbital location. The following are included:

Eligible HD Local Networks - 61.5° Markets			
Abilene, TX	Dallas, TX	Lafayette, IN	Portland, ME
(662)	(625)	(582)	(500)
Albany, GA	Davenport, IA	Lafayette, LA	Portland – Aub +, ME
(525)	(682)	(642)	(433)
Albany, NY	Des Moines, IA	Lake Charles, LA	Presque Isle, ME
(532)	(679)	(643)	(552)
Albany +, VT	Detroit, MI	Lansing, MI	Providence, RI
(431)	(505)	(551)	(521)
Alexandria, LA	Dothan, AL	Lexington, KY	Quincy, IL
(644)	(606)	(541)	(717)
Alpena, MI	Elmira, NY	Lima, OH	Raleigh, NC
(583)	(565)	(558)	(560)
Amarillo, TX	Evansville, IN	Lincoln, NE	Richmond, VA
(634)	(649)	(722)	(556)
Atlanta, GA	Flint, MI	Little Rock, AR	Rochester, NY
(524)	(513)	(693)	(538)
Augusta, GA	Franklin County +, PA	Louisville, KY	Rockford, IL
(520)	(422)	(529)	(610)
Austin, TX	Ft. Meyers, FL	Lubbock, TX	Salisbury, MD
(635)	(571)	(651)	(576)
Baltimore, MD	Ft. Wayne, IN	Macon, GA	Savannah, GA
(512)	(509)	(503)	(507)
Bangor, ME	Gainesville, FL	Madison, WI	Sherman, TX
(537)	(592)	(669)	(657)
Baton Rouge, LA	Gillespie County+, TX	Marquette, MI	South Bend, IN
(716)	(429)	(553)	(588)
Beaumont, TX	Grand Rapids, MI	Memphis, TN	Springfield, MA
(692)	(563)	(640)	(543)
Biloxi, MS	Green Bay, WI	Milwaukee, WI	Springfield, MO
(746)	(658)	(617)	(619)
Binghamton, NE	Greensboro, NC	Minneapolis, MN	St. Louis, MO
(502)	(518)	(613)	(609)
Birmingham, AL	Greenville, NC	Mobile, AL	Syracuse, NY

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(630)	(545)	(686)	(555)
Bluefield, WB	Greenville, SC	Monroe, LA	Tallahassee, FL
(559)	(567)	(628)	(530)
Boston, MA	Greenwood, MS	Montague County +, TX (427)	Tampa, FL
(506)	(647)		(539)
Boston +, VT	Harrisburg, PA	Myrtle Beach, SC (570)	Topeka, KS
(432)	(566)		(605)
Bowling Green, KY	Harrisonburg, VA	Nashville, TN	Traverse City, MI
(736)	(569)	(659)	(540)
Buffalo, NY	Hartford, CT	NE Portland +, ME	Tyler, TX
(514)	(533)	(435)	(709)
Burlington, VT	Hattiesburg, MS	New Orleans, LA	Utica, NY
(523)	(710)	(622)	(526)
Burlington +, NH	Houston, TX	New York, NY	W. Palm Beach, FL
(434)	(618)	(501)	(548)
Charleston, SC (519)	Huntsville, AL	Norfolk, VA	Waco, TX
	(691)	(544)	(625)
Charleston, WV (564)	Jackson, TN	Omaha, NE	Washington, DC
	(639)	(652)	(511)
Charlotte, NC	Jackson, MS	Orlando, FL	Watertown, NY
(517)	(718)	(534)	(549)
Chattanooga, TN	Jacksonville, FL	Paducah, KY	Wheeling, WV
(575)	(561)	(632)	(554)
Chicago, IL	Johnstown, PA	Panama City, FL	Wichita Falls, TX
(602)	(574)	(656)	(627)
Clarksburg, WV	Jonesboro, AR	Parkersburg, WV	Wiles Barre, PA
(598)	(734)	(597)	(577)
Cleveland, OH	Joplin, MO	Peoria, IL	Wilmington, NC
(510)	(603)	(675)	(550)
Columbia, SC	Kansas City, MO	Perry County+, MO	Youngstown, OH
(546)	(616)	(425)	(536)
Columbia, MO	Kent County, DE	Philadelphia, PA	Zanesville, OH
(604)	(436)	(504)	(596)
Columbus, GA	Knoxville, TN	Pittsburgh, PA	
(522)	(557)	(508)	

Eligible HD Programming means HD Programming including Flex Pack or higher, HD Dos or higher and DISH America or higher.

Eligible HughesNet Gen5 serivce means the Internet service sold by Hughes, and made available via the DISH order entry tool. Availability of certain speeds and data allowance are dependent on the Subscriber's geographical location. Internet Plans available include 10 GB, 20 GB, 30 GB, and 50 GB service plans, or as otherwise made available by Hughes. Retailer is not eligible to receive any Incentives from DISH for the Eligible HughesNet Gen5 Service.

Eligible International 118.7° Programming means the following programming when broadcast from the 118.7° orbital location:

Residential Location – Residential Basic International Programming or Residential Basic International
 Programming by Language Group/Residential Eligible International Programming by Language Group
 Eligible Local Networks at 61.5° Markets means Eligible Local Networks Programming that is available from the
 61.5° orbital location. The following are included:

Providence, RI

Eligible Local Networks at 110° Markets means Eligible Local Networks Programming that is available from the 110° orbital location. The following are included:

- Fairbanks, AK
- Juneau, AK

Puerto Rico

Eligible Local Networks Programming means any SD or HD local network programming provided by DISH to a Subscriber who is legally eligible to view such programming.

Eligible Programming means any one or combination of Eligible Residential Programming or other programming specified by DISH in its Sole Discretion. Packages currently include:

Eligible Residential Programming			
Welcome Pack Smart Pack Flex Pack America's Top 120 America's Top 120 Plus America's Top 200 America's Top 250 America's "Everything" Pak	DishLATINO Básico DishLATINO Clásico DishLATINO Plus DishLATINO Dos DishLATINO Max	Residential Basic International Programming Residential Basic International Programming by Language Group/Residential Eligible International Programming by Language Group	Dish America DISH America Silver DISH America Gold

Eligible Sling TV Programming means the programming designated by Sling that a Qualifying Sling TV Subscriber must subscribe to in order for the Retailer to receive Incentives. Retailers will receive Incentives two (2) weeks following the Subscriber's first payment once any promotional trial has ended.

Equipment Discount means payment that is made to DISH Retailers with a valid DISH Network Retailer Agreement in full force and effect in order to compensate for DISH Systems, Receivers and hardware used to complete a Standard Professional Installation.

Unless otherwise provided herein, at minimum, any Hardware component (e.g., Receivers, switches, Antennas) must meet the following requirements in order to be eligible for the payment of Equipment Discounts:

- be purchased by a DISH Retailer directly from Echosphere or Authorized Distributor:
- be resold by such DISH Retailer to the Qualifying Residential Programming Subscriber or transferred by such DISH Retailer directly to DISH and leased by DISH directly to the Qualifying Residential Programming Subscriber:
- be installed by such DISH Retailer at the Qualifying Residential Programming Subscriber's Residential Location, as applicable, in full compliance with Section 2.9 of the DISH Retailer's Retailer Agreement; and
- result in the activation or continuation of Eligible Programming at the Subscriber's Residential Location, as applicable.

Additional requirements may apply as set forth herein.

Existing Residential Subscriber Qualification Process means the process Retailers must follow to qualify existing Residential Subscribers in Axiom. To qualify a Subscriber, Retailers must fully and correctly enter a Subscriber's DISH account number and one of the following: last name, phone number, or service address. Axiom will then identify which Existing Customer Offers such Subscriber is eligible for.

- Please note that at or about the time of credit card or debit card validation during the new qualification process described above, \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
- Please note that a Prepaid Card may not be used to qualify a Subscriber.

FlexTV is a Promotional Program available to Qualifying Residential Programming Subscribers in which the Subscriber purchases their Hardware. Subscribers are required to pay each month's programming, taxes and other fees prior to the effective date of service

Flex24 is a Promotional Program available to Qualifying Residential Programming Subscribers, which requires a 24-month commitment, in which the Subscriber leases their Hardware from DISH. Subscribers are required to pay each month's programming, taxes and other fees prior to the effective date of service.

Former Residential DISH or SLING TV Subscriber means a Subscriber who has previously maintained a DISH or SLING TV account at a Residential or SDS Location and meets certain criteria for qualifying for a new DISH account. Criteria includes but is not limited to a Subscriber:

- who timely paid any and all balances owing under their prior DISH account(s) in full; and
- who has not received Programming or other DISH services during the 2-month period prior to activation under the applicable Plan.
- as it relates to SLING TV, who has received Programming or other SLING-branded DISH services at any point in time, prior to activation of the applicable Plan.

Good Standing Status - Retailers must be in good standing with DISH in order to be eligible to participate in any Promotional Program or receive any Incentives. DISH may determine what good standing requires at Any Time and in its Sole Discretion.

For example and without limitation, Retailers may lose their good standing status with DISH due to:

- Co-op Promotional Program fraud;
- Other Promotional Program fraud;
- Checks upon which payment is or has been stopped:
- Checks returned for insufficient funds;
- Piracy, including without limitation, "account packing";
- Signal theft;
- Smart card alteration;
- Red or Orange Residential CRP category (please see the Residential Customer Retention Business Rules for more information);
- Activating accounts located in Commercial Locations as Residential Subscriber Accounts;
- Activating accounts located in Public Locations as Private Location Subscriber Accounts;
- Falsification or alteration of Subscriber Account information;
- Activating "duplicate accounts" (e.g., misrepresenting an individual who previously received any services from DISH or any DISH Affiliate as a new Subscriber);
- Soliciting Subscribers outside the Territory; or
- Selling or attempting to sell Hardware, equipment and/or DISH Systems, Receivers on third-party auction sites.

DISH and each of its Affiliates may decide at Any Time and in its Sole Discretion to withhold benefits and/or privileges from Retailers who are not in good standing status, including without limitation:

- Certain payment term options (e.g., secured payment methods);
- Retailer Locator Tool eligibility;
- Incentive Trip eligibility;
- Standard Hardware pricing;
- Referral and other Promotional Program participation; and
- Regional marketing events.

Headend is the central transmission point for a system from which programming is distributed to subscriber Units/Drops. In the Commercial DBS environment, the Headend consists of a satellite reception dish and all electronic equipment needed to descramble the video signal for distribution to individual Units including: taps, splitters, Receivers, modulators, power inserters and rack components.

High Definition (HD) television is a format of video broadcasting that displays greater quality visuals than previous technology. See Receiver for a listing of all of the various Receivers.

HomePlug Technology uses power lines in the home to transmit data between compatible devices.

Hopper Duo, in the context of a Receiver, means DISH's Receiver with 2 tuners designed to support up to 2 televisions at one time that has sling technology capabilities and is named the "Hopper Duo". A maximum of 1 leased Joey Receiver is allowed per Subscriber account. The Hopper Duo is compatible with the 4K Joey if the configuration involves a 4K television. All other Joeys are compatible except the Super Joey,

Hopper 1, in the context of a Receiver, means DISH's Receiver with 3 tuners designed to function on 1 television and is named the "Hopper 1." A Hopper 1 Receiver can be connected to up to 3 Joey and/or Wireless Joey Receivers or 1 Super Joey and up to 3 Joey and/or Wireless Joey Receivers. See Receiver for a listing of all the various Receiver types.

Hopper 2, in the context of a Receiver, means DISH's Receiver with 3 tuners designed to function on 1 television that has sling technology capabilities and is named "Hopper 2." A Hopper 2 Receiver can be connected to up to 3 Joeys, including the Joey 2, Joey 3, Joey 4, and/or Wireless Joey Receivers or 1 Super Joey and up to 3 Joey and/or Wireless Joey, Wireless Joey 4 Receivers. In addition, a Hopper 2 Receiver contains a built-in Sling Adapter. See Receiver for a listing or all the various Receiver types.

Hopper 3, in the context of a Receiver, means DISH's Receiver designed to support up to 7 televisions at one time that has sling technology capabilities and is named the "Hopper 3." A Hopper 3 can be connected to up to 6 Joeys, including the Joey 2, Joey 3, Joey 4, Wireless Joey, and the Wireless Joey 4. The Hopper 3 also is compatible with the 4K Joey if the configuration involves a 4K television.

Hopper Plus, in the context of an accessory, means an add-on device for the Hopper 3 and Hopper 2 that provides live TV and streaming content in one place. When paired with a Hopper 2, Hopper Snap must be removed from the USB port. A Joey 4 Receiver or Wireless Joey 4 Receiver is required to have a whole-home experience with Hopper Plus. SDS QAM Subscribers are not eligible for Hopper Plus, Joey 4 or Wireless Joey 4.

Hopper Snap, in the context of an accessory, means a co-processor and memory unit that improves speed and the user interface (UI) performance on both the Hopper and connected Joeys.

Hughes Dealer means a Retailer who has completed all required on-boarding with Hughes to become an authorized Hughes dealer.

Hughes Retailer Agreement means the agreement that Hughes requires Retailers to sign to become a Hughes Dealer.

In-Home Services (IHS) means the DISH division that installs and services Subscriber Accounts.

Incentive Calculation Period is the time from the Subscriber Billing Cycle 1 through Billing Cycle 3 (Month 3 Incentive), Billing Cycle 4 through Billing Cycle 6 (Month 6 Incentive), or Billing Cycle 7 through Billing Cycle 12 (Month 12 Incentive).

Indefinite Chargeback means that DISH may charge back up to 100% of the applicable Incentive at Any Time if any of the applicable chargeback conditions occurs (as set forth in applicable Business Rules).

Individual Tax Identification Number (ITIN) means a nine-digit United States tax processing number issued by the Internal Revenue Service. Each ITIN sequence that is provided will be credit scored through a national credit bureau. If a Subscriber is declined pursuant to information provided by such national credit bureau, such Subscriber should receive a declination letter within 30 days.

In Home Service Plan (IHSP) means a former DISH service program for Subscribers. This program is no longer available to new Subscribers, but some existing Subscribers still subscribe to it.

Installation Incentive means an amount, credit or other consideration provided to a Retailer based upon the installation of equipment for a subscriber's account, as set forth herein.

Installation Reference Handbook means DISH's installation manual on DISH Portal.

Joey, in the context of a Receiver, means DISH's Receiver designed to function on 1 television that receives its signal from a Hopper 2 or Hopper 3. See the definition of Receiver Hierarchy for a listing of all DISH Receiver types.

L-band is the distribution method of using DP or DPP multi-satellite switches to propagate DBS-encrypted signal throughout a property or facility using the 950-2150 MHz spectrum to be decrypted by set top boxes at each coaxial output.

Last Event Provider (LEP) means the last entity that performed a Technician Visit for a Residential Subscriber Account. The LEP could be the Retailer of Record, IHS or any other Retailer.

LNBF is a low-noise block with feed horn piece of Hardware, which is used in receiving satellite signals.

Locator Tool means DISH's online search feature, currently available to Subscribers at www.dish.com, which may list Retailers who meet certain criteria, as determined by DISH at Any Time and in its Sole Discretion. Please see the Showroom Account and Locator Tool Business Rules for more information.

Mall Kiosk means a location within a mall or similar commercial business from which a Retailer sells DISH services. Certain Mall Kiosks may be eligible to be considered a Showroom Account as determined by DISH at Any Time and in its Sole Discretion.

Master Business Rules means these Master Business Rules, in the version then currently in effect.

MPEG means the type of compression DISH uses in broadcasting our signal.

MPEG-2 means the type of Receivers that utilize a generic method of compressed representation of video sequences to broadcast in Standard Definition (SD). MPEG-2 equipment is no longer eligible equipment as of June 30, 2016.

MPEG-4 means the type of Receivers that utilize an advanced method of compressed representation of video sequences to broadcast in High Definition (HD), MPEG-4 Receivers currently include only model Hopper 3, Hopper 2, Hopper Duo, 4K Joey, Super Joey, Joey 2, Joey 3, Joey 4, Wireless Joey, Wireless Joey 4, Wally, ViP 211, ViP 211k, and ViP 211z Receivers.

Non-Hybrid LNBF Subscribers means Subscribers who through the programming or equipment on their account must have a non-hybrid LNBF. This includes Subscribers who: (i) are not within the continental United States and in certain low-beam areas; (ii) are within the continental United States and subscribe to programming on both the 77° and 118.7° orbital locations; or (iii) are in the continental United States and in certain low-beam areas.

OE Number means a unique, identifying number that DISH assigns to certain business entities that market, promote and solicit orders for Programming on behalf of DISH (or otherwise, as DISH may determine or require at Any Time and in its Sole Discretion).

Offer means an offer that DISH, its Affiliates, its programming providers or another third party may make to DISH's Subscribers or a certain type of DISH Subscriber (e.g., discounted programming for a certain number of months). Offers do not require that the Subscriber sign an agreement to participate, though the Subscriber may sign a Plan Agreement in order to participate in a Plan at the same time.

Offer Code is a code provided by DISH that may be tied to a particular new Subscriber Promotional Program and must be inputted in the sales tool.

Sling Orange + Sling Blue means the combination of single and multi-stream Sling TV domestic core programming options available to new Sling TV Subscribers. Add-on packages are also available in addition to Sling Orange + Sling Blue.

P.M. Trouble Call means a work order assigned to a Retailer in which the Technician Visit is scheduled between the hours of 12 p.m. and 5 p.m. or 5 p.m. and 7 p.m.

Partner Hub means the website DISH has created for use by its Retailers, which is currently located at https://partnerhub.dish.com.

Payment Code means the code provided by DISH identifying applicable Incentives, including Equipment Discounts. Payment Codes are set forth in the Business Rules for each Incentive.

Plan means a Subscriber offer or promotion that DISH makes available to its Subscribers generally or a certain type of Subscriber. Plans require that the Subscriber sign a Plan Agreement, and may require a certain Term Commitment and/or Required Minimum Programming. DISH reserves the right to determine any given Subscriber's eligibility to participate in any given Plan in DISH's Sole Discretion.

Plan Agreement means the agreement provided to the Subscriber that sets forth the terms and conditions of the applicable Plan.

Prepaid Card means a method of payment by which a Subscriber purchases a card with a predetermined cash value, and then uses that card to pay for Eligible Programming, DISH Systems, or any other DISH services or fees, as permitted by DISH at Any Time and in its Sole Discretion. Prepaid Cards function similarly to credit and debit cards, but cannot be used for a <u>Standard Subscriber Qualification</u>.

Primary, in the context of a Receiver, means the first Receiver activated on a Subscriber's DISH account.

QAM is Quadrature Amplitude Modulation. A technology used to deliver analog and/or digital modulation schemes of encrypted DBS service over media with limited available bandwidth. Modulating the DBS signal to pass over RG59 cabling and/or CATV designed infrastructure in the same fashion as a cable plant.

Qualifying Card means the credit card or debit card (if authorized by DISH, in its Sole Discretion) that a Subscriber provided to DISH for qualification for programming or other services. A Prepaid Card may not be used as a Qualifying Card when performing a Standard Subscriber Qualification.

Qualifying Month means a period of time in which a Subscriber's account must be active within a calendar month to qualify for certain Monthly Incentives.

Qualifying SDS Subscriber means an individual at a Shared DISH MDU Property with a central master antenna system used for distribution of Programming and/or other DISH services who orders available, applicable Eligible Residential Programming (or Eligible MDU Residential Programming), who timely pays for all such Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in the Residential Customer Agreement, and who has not previously received any audio, video, data, interactive or any other programming services from DISH or any Affiliate of DISH: (A) 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 (B) at any time (in all other cases). A Qualifying SDS Subscriber shall not include any individual who would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

Qualifying Sling TV Subscriber: means an individual who orders Eligible Sling TV Programming, who timely pays for all Sling TV Programming ordered in full where applicable. A Qualifying Sling TV Subscriber shall not include any individual that would otherwise qualify, but whose account Sling, in its sole discretion for any reason or no reason, declines to activate.

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

Quality Customer means a designation that certain Qualifying Residential Programming Subscribers who subscribe under one of the DHA24 Plans may earn by meeting qualification criteria that DISH determines at Any Time and in its Sole Discretion.

Receiver Hierarchy means current DISH Receiver models and Receiver model families used for the reception of Eligible Programming, listed in order of most recently released and/or most advanced technology for purposes of upgrade Promotional Programs:

Receiver Model Family	Receiver Model
Hopper 3	Hopper 3
Hopper 2	Hopper 2
Hopper Duo	Hopper Duo
Super Joey	Super Joey
4K Joey	4K Joey
Wireless Joey	Wireless Joey / Wireless Joey 4
Wally	Wally

Joey	Joey 2 / Joey 3 / Joey 4
HD Solo	ViP 211, ViP 211k, ViP 211z

Existing Subscribers are permitted to upgrade from a Joey 2, or a Joey 3, to a Wireless Joey. DISH Receivers support an antenna configuration that may receive Eligible Programming from up to a maximum of four orbital locations based upon geographic location and programming selected.

Refer A Friend is a referral program in which both the referred and referring Subscriber may receive benefits from DISH.

Remote Area of Alaska means an area in Alaska not included in the Authorized Alaska ZIP Codes.

Residential Basic International Programming means Core International Programming (as listed in the following table) that qualifies for reduced Incentive payments.

Residential Basic International Programming	
International Basic	

Residential Basic International Programming by Language Group means the international programming (as listed in the following table) that does not qualify for full Incentive payments. As a pre-requisite for adding Residential Basic International Programming by Language Group to a Subscriber Account, the Subscriber Account must subscribe to Eligible Residential Programming.

Residential Basic International Programming by Language Group		
Brazilian (Portuguese) Language Group	Hindi Language Group	
Brazilian: TV Globo	Hindi: Movie Pack Hindi: Aapka Colors / Sony	
Filipino (Tagalog) Language Group	Polish Language Group	
Filipino: GMA Pinoy Package	Polish: TVN Complete	
French Language Group	Taiwanese Language Group	
French: TV5 Monde	Taiwanese: Elite Pack	
Hebrew (Israeli) Language Group	Tamil Language Group	
Hebrew: Israeli Select Package	Tamil: Mega Pack	

Residential Customer Agreement (RCA) means DISH's Residential Customer Agreement, which can be found on www.dish.com.

Residential Eligible International Programming by Language Group means the international programming (as listed in the following table) that qualifies for full Incentive payments. As a pre-requisite for adding Residential Eligible International Programming by Language Group to a Subscriber Account, the Subscriber Account must subscribe to Eligible Residential Programming.

Residential Eligible International Programming by Language Group		
Arabic Language Group	Kannada Language Group	
Arabic: Elite Pack Arabic: Enhanced Pack Arabic: Elite Super Pack	Kannada: Mega Pack	
Bangla Language Group	Malayalam Language Group	
Bangla: Mega Pack	Malayalam: Mega	
Brazilian (Portuguese) Language Group	Marathi Language Group	
Portuguese: Brazilian Clube Portuguese: Brazilian Elite Pack Portuguese: Brasil Mais	Marathi: Maha Pack	
Cantonese Language Group	Polish Language Group	
Cantonese: Jadeworld	Polish: Premium Pack	

	Polish: Super Pack
French Language Group	Portuguese Language Group
French: Bouquet	Portuguese: Luso Pack
German Language Group	Punjabi Language Group
German: Mega Pack	Punjabi: JUS Pack Punjabi: Mega Pack
Greek Language Group	Taiwanese Language Group
Greek: Elite Pack	Taiwanese: Mega Pack
Hebrew (Israeli) Language Group	Tamil Language Group
Hebrew: The Israeli Network	Tamil: Mosaic Pack
Hindi Language Group	Urdu Language Group
Hindi: Elite Pack Hindi: Mega Pack Hindi: Premium Pack	Urdu: Pak Mega

Residential Fees means monthly fees outlined in the Residential Customer Agreement.

Residential Required Minimum Programming means the minimum level of programming that may be required for each Promotional Program that the Subscriber must subscribe to in order to participate in that particular Plan. If the Subscriber downgrades below that required programming level, as specified in the Plan, the Subscriber: (1) may owe DISH a <u>Cancellation Fee</u>; and/or (2) may forfeit any promotional benefits that the Subscriber may have otherwise been eligible to receive.

Required Minimum Programming Packages		
DishLATINO Clásico Eligible Basic International Programming		
Flex Pack	Smart Pack	
DISH America	America's Top 120	

Residential Standard Professional Installation (Residential SPI) includes the following requirements for each Residential Subscriber Account. Promotional Programs may require that a Residential Standard Professional Installation be included; however, Retailers may, as permitted by DISH in writing, charge Subscribers additional fees for additional services not covered by their Plan or other applicable DISH policies, procedures and warranties.

The following items/services are included in a Residential Standard Professional Installation:

- Pre-installation site survey.
- A performance of a signal strength test.
- Installation of antenna(s), Receiver(s), and connection(s) per the Subscriber's Plan Agreement.
- An exterior cable run and the penetration of 1 exterior wall with necessary wiring to the Receivers and televisions.
- Single-tuner configurations require connection of 1 television, 1 VCR/DVD player and 1 phone line to the Receiver. Dual-tuner configurations may require an additional connection of a <u>Standard Definition</u> signal to a second television and VCR/DVD player that may not be located in the same room as the Receiver.
- Integrating Receiver(s) with existing Subscriber audio-visual equipment, if compatible. Upon completion of the installation, the Subscriber's system should operate the same as when the technician arrived.
- DISH Approved as Compatible Accessories List on DISH Portal.
- Installation of up to 150 feet of RG-6 cable.
- Wall plates, bushings, and fittings as needed.
- Sealing and weatherproofing of all exterior penetrations.
- System peaking (i.e., obtaining an optimum signal for the best picture reception).
- Grounding of system components per National Electric Code (NEC) specifications.
- Wall fish to interior or exterior wall (may require an attic crawl). The number of Receivers in the installation will determine how many are necessary.
- MPEG-4 Receivers ONLY: Installation of an appropriate HDMI or component cable, which will provide the best picture quality when Receiver is hooked up to an SD or HD TV.
- Receiver models Wally, Hopper 3, Hopper 2, or Hopper Duo must be connected to a broadband home network.
- All satellite Receivers must be installed with signal access from either 110° and 119° or 61.5° and 72.7° orbital locations.

- Subscriber education on all Receivers and programming. If necessary, the installation will also include the following, which are custom installations:
- Attic crawl (custom labor).
- Pole mounts with up to 50 feet of trenching. Trenching beyond 50 feet is subject to additional charges due at the time of installation.
- Eave mount (custom mount).
- Chimney mount (custom mount).
- Tripod installations (custom mount).

Residential Subscriber Qualification - Retailers must attempt to qualify a prospective Subscriber in Axiom using the Household and Eligibility tabs. To qualify a Subscriber, Retailers must fully and correctly enter, as applicable:

- the Subscriber's valid name;
- the Subscriber's Billing Address;
- the Subcriber's Service Address, to ensure Subscribers are placed in their proper Designated Market Area (DMA), as defined by Nielsen, for purposes of determining which Programming the Subscriber is eligible to receive:
- the Subscriber's SSN or ITIN: and
- A valid major credit card or debit card number (as applicable and as determined by DISH at Any Time and in its Sole Discretion) issued to the Subscriber who will be signing the Plan Agreement.
 - Please note that at or about the time of credit card or debit card validation during the new qualification process described above, up to \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
 - A Subscriber's credit card or debit card may not be used to qualify more than 1 residential Subscriber account for any reason. Using one credit/debit card to qualify more than 1 Subscriber account will result in chargeback of all Incentives, including Equipment Discounts, paid to the
 - Please note that a Retailer may not, under any circumstances, use their own credit card or debit card to qualify a Subscriber account that is not their own primary DISH account. A Retailer found using their credit card or debit card on any Subscriber account other than their own will be subject to action up to and including termination.
 - Please note that a Prepaid Card may not be used to qualify a Subscriber.
- The Promotional Program that the Subscriber qualifies for will be displayed in the Other Info section of the Summary after completion of the Eligibility tab.

Retailer Agreement is a DISH Retailer Agreement and/or DISH Distributor Retailer Agreement.

Retailer Locator means a web-based tool that potential and existing Subscribers may use to identify and locate Retailers in their area based on ZIP code. Qualifying Retailers may be eligible to appear in search results produced by the Retailer Locator.

Retailer of Record (ROR) means the original Retailer who installed and activated a Subscriber.

Retailer SDS Property Profile Form means the form that must be submitted by Retailers to DISH to register a Shared DISH MDU Property.

Return Authorization Number (RA Number) means a number provided by DISH for a Retailer to use in returning equipment.

Right of Entry Agreement means an agreement entered into between the property owner or authorized manager and the Retailer granting the Retailer the right to install, service, and maintain a Shared DISH System at the property for purposes of delivering digital services to the property on either an exclusive or non-exclusive basis.

SDS Subscriber or MDU Residential Subscriber means a Subscriber with an Shared DISH System Subscriber Account.

SDS Subscriber Account means the Subscriber account set up and maintained by DISH for a Qualifying Residential Programming Subscriber at a SDS Location who purchased or leased a Receiver and for whom available, applicable Eligible Residential Programming (or Eligible MDU Residential Programming) has been activated by DISH and which Subscriber account remains active and in good standing.

Secondary or secondary in the context of a Receiver, means any Receiver activated on a Subscriber's DISH account after the first Receiver.

Smart Home Product means a Google Nest™ or Linksys® product used by a Subscriber for the purpose of having a connected smart home.

Selling Code means a code that must be provided to the CSR on the DASH Line when it is necessary for the CSR to create and build the Subscriber's account.

Selling Code Required When Calling the DASH Line		
Selling Code Description Selling Code		
Subscribers sold and activated through a Retailer	20RETAIL	

Service Access Fee is a \$6 monthly fee charged to Subscribers who do not subscribe to Residential Required Minimum Qualified Programming.

Shared DISH MDU Property or SDS Location means an MDU Property with a Shared DISH System (SDS).

Shared DISH System (SDS) is the system utilized to distribute programming throughout a Shared DISH MDU Property to Qualifying SDS Subscribers using a centralized distribution method. This system can be one, or a combination of the system types identified below.

Showroom Account means an account provided by DISH at Any Time and in its Sole Discretion to eligible Retailers giving Retailers the opportunity to receive Programming for the sole and exclusive purpose of demonstrating DISH's state-of-the-art equipment and extensive Programming in order to market, promote and solicit orders for Programming. Certain Mall Kiosks may qualify as Showroom Accounts based on the requirements set forth in the Retailer Showroom Accounts section of these Master Business Rules. Eligibility of a Mall Kiosk location may be determined by DISH at Any Time and in its Sole Discretion.

Sling means Sling TV L.L.C. For clarity, Sling TV will not include the "Sling" software functionality available on certain DISH Receivers, including, without limitation, the Hopper 2.

Sling Adapter is a connectivity device which allows a Receiver's functionality to be accessed remotely via an Internet connection with Receiver models ViP 722, ViP 722k and Hopper 1. SlingLink HomePlug is a connectivity device that enables Receivers to be connected to the Internet.

Sling Blue means the multi-stream Sling TV domestic core programming option available to new Sling TV Subscribers. Add-on packages are also available in addition to Sling Blue programming. Sling International means the International core programming available to new Sling TV Subscribers. International add-on packages are also available in addition to the Sling International core packages.

Sling Orange means the single stream Sling TV domestic core programming option available to new Sling TV Subscribers. Add-on packages are also available in addition to Sling Orange programming.

Sling TV Latino means the Latino core programming available to new Sling TV Subscribers. Latino add-on packages are also available in addition to the Sling TV Latino core packages.

Sling TV means the streaming TV service Retailers may sell to new Sling TV Subscribers in Axiom. For clarity, Sling TV will not include the "Sling" software functionality available on certain DISH Receivers, including, without limitation, the Hopper 2

Sling TV Subscriber Account means the Subscriber account maintained by Sling TV for a Qualifying Sling TV Subscriber and for whom Eligible Sling TV Programming has been activated and which Subscriber account remains active and in good standing.

SMATV means Satellite Master Antenna Television, a technology used by DBS installers to deliver modulated video services to buildings. One or more master satellite dishes receive broadcast signals which are then distributed to subscribers within a building or complex.

Solo, in the context of a Receiver, means: (i) a Receiver with 1 tuner; or (ii) a Receiver with 2 tuners that will function on only 1 television. See Receiver for a listing of all the various Receivers.

Social Security Number (SSN) means the identification number designating a Social Security account. Each SSN that is provided will be credit scored through a national credit bureau. If a Subscriber is declined pursuant to information provided by such national credit bureau, such Subscriber should receive a declination letter within 30 days.

Standard Definition (SD) television is a format of video broadcasting. See <u>Receiver</u> for a listing of all of the various Receivers.

Standard Professional Installation (SPI) includes Residential Standard Professional Installation.

Standard Subscriber Qualification includes the <u>Residential Subscriber Qualification</u> and <u>Existing Residential</u> Subscriber Qualification.

Subscriber means a Residential Subscriber who subscribes or otherwise purchases Programming or other services from DISH or a third-party who has been authorized by DISH to provide such Programming or other services.

Subscriber Retention as it relates to SLING TV refers to the average number of Subscribers who reached Billing Cycle 3 within the applicable quarter.

SUMMIT Advantage Retailer means a Retailer who meets certain Subscriber retention levels and other criteria, as determined by DISH at Any Time and in its Sole Discretion, as detailed in the <u>Customer Retention Program</u> (CRP) and Summit Advantage Business Rules.

Super Joey, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal from a Hopper 1 or Hopper 2 and provides the Hopper 1 or Hopper 2 with two additional tuners. See Receiver Hierarchy for a listing of all DISH Receiver types.

Switch means a device used in conjunction with an antenna to combine the signal from 2 or more satellites.

Tailgater means a portable antenna that is used by a Subscriber for the purpose of receiving an Eligible Programming signal.

Technician Visit means a visit to a Subscriber's location by a DISH or Retailer technician.

Technician Visit Fee means a fee paid for service calls after 60 days following the initial activation or upgrade of a Subscriber's account. If the Subscriber contacts DISH to schedule the Technician Visit, DISH will collect the Technician Visit Fee. The Technician Visit Fee will be paid by the Subscriber to the Retailer for upgrades under all Existing Subscriber Promotional Programs excluding DISH Move-In Deal and DISH Move-In Deal Receiver Upgrade.

When a participating Retailer is contacted directly by the Subscriber for a service call, that Retailer should open an RA in Partner Hub under **Manage > Store > Obtain an RA Number for Return**. Select **Return Receiver** and click **Next Step**. Enter the Receiver's Serial or CAID number and click **Look Up**. Information about the Receiver, including whether it is covered by the DISH Protect will display. Alternatively, the Retailer may look up the customer in the Existing Customer Flow in Axiom which also displays whether the DISH Protect is in force. If the Retailer does not have access to Partner Hub or Axiom, they may call Retailer Services at (303) 222-3010.

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	Technician Visit Fees for Subscribers with or without DISH Protect				
IHSP	Subscriber within first 60 days of activation or previous Technician Visit	With DISH Protect and qualifies as Change Receiver Plan A*	Greater than 60 days since activation or previous Technician Visit with DISH Protect	Greater than 60 days since activation or previous Technician Visit without DISH Protect	
\$0	\$0	\$0	\$0	\$95	

*Retailers must look up the Subscriber's Account in Axiom to determine whether a Residential Subscriber is Plan A, B,C, or D. The plan status for Change Receiver will determine the Technician Visit Fee that may be charged.

Collection of Technician Visit Fees				
Method that Work Order was Created	Collected By Retailer	Collected By DISH		
Subscriber contacted DISH		X		
Subscriber contacted Retailer	X			
Existing Subscriber Promotional Programs	X			

Telco Customer Offer means a Subscriber offer that a Telco Partner may make available to potential qualifying Subscribers in such Telco Partner's territory.

Telco Partner means a telecommunications company that has an agreement with DISH to market, promote and solicit orders for certain Programming and/or other services and provide Subscribers with a bundled bill for such Programming and/or other services.

Term Commitment means the length of time for which a Subscriber agrees to subscribe to Required Minimum Programming under a Plan Agreement. If during a Term Commitment, the Subscriber participates in <u>DISH Pause</u> or any other program that temporarily suspends the Subscriber's account, the Subscriber's Term Commitment will be extended by the number of days for which the account was suspended.

Third-Party Provider means an independent contractor, subcontractor, Affiliate, agent, sub-agent or any other person not employed by Retailer (i.e., a person or company who receives a 1099 tax form from retailer).

Tier Calculation Period is defined as January through March (Q1), April through June (Q2), July through September (Q3), and October through December (Q4).

Tier Status as it relates to SLING TV is a quarterly designation for classifying Incentive payment levels and is based on the prior quarter's Incentive Calculation Period.

Trouble Call Acceptance Deadline means the date and time a Retailer must indicate if they accept or reject an assigned work order.

Unreturned Equipment Charges means the fee that will be assessed if the Subscriber does not return their DISH equipment as required. The Subscriber must pay (and DISH will charge to the Subscriber's DISH account or Qualifying Card, at DISH's option), the following Unreturned Equipment Charges, as applicable:

Hopper 3: \$350Hopper 2: \$100

• Hopper Plus: \$100

Hopper Duo: \$150

• Wally: \$100

4K Joey: \$100Super Joey: \$100Wireless Joey: \$50

Wireless Joey, \$30Wireless Joey 4: \$100

Joey 3: \$50Joey 4: \$100

Outdoor LNBF: \$49

DISH Retailer Master Business Rules

If the Subscriber's account is involuntarily deactivated for failure to pay the bill or otherwise, DISH will charge the Unreturned Equipment Charges within 72 hours following deactivation, and will refund such charges upon receipt of the applicable equipment.

Wally, in the context of a Receiver, means an HD solo, non-DVR Receiver.

Western Arc Configuration means those installation configurations that DISH has authorized at Any Time and in its Sole Discretion for use in the Western Arc Markets.

Western Arc Markets include all programming DMAs not designated as Eastern Arc Markets.

Wireless Broadband Connector is a device used to provide wireless Internet connectivity to Receiver models ViP 622, ViP 722, ViP 722k, Wally and Hopper 1.

Wireless Joey, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal wirelessly from a Wireless Joey Access Point connected to a Hopper 3, Hopper 2 or a Hopper 1. See Receiver for a listing of all the various Receiver types.

Wireless Joey Access Point means a piece of equipment that connects to a Hopper 3, Hopper 2 or a Hopper 1 and creates a closed wireless network for up to 3 Wireless Joeys.

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