EXISTING CUSTOMER DISH'S 3-YEAR PREFERRED CUSTOMER OFFER

<u>Term</u>	
Commitment	

You acknowledge and agree that you are entering into a new twenty-four (24) month term commitment for one of the Price Guarantee Eligible Programming Packages ("New Term Commitment"). This New Term Commitment begins on the date you accept this offer, unless you have a current active Promotion Agreement on the date you accept this offer, in which case this New Term Commitment will begin on the date your current active Promotion Agreement expires. This New Term Commitment will end after twenty-four (24) months of active DISH Service following the date on which this New Term Commitment begins.

Early Termination Fee

If your DISH Service is disconnected prior to the end of your New Term Commitment for ANY REASON (for example, and without limitation, if you cancel your DISH service because you move to a location where you cannot receive your DISH service) and any programming or other fees and charges related to your New Term Commitment have not been paid in full, then you agree to pay, and DISH may automatically charge, an early termination fee to your DISH account or your Qualifying Card (as defined in your Promotion Agreement), at DISH's option. The early termination fee will be prorated by multiplying \$10 by the number of months remaining in your New Term Commitment. Notwithstanding your New Term Commitment, DISH will not charge you an early termination fee if you disconnect your DISH service within 24 hours after you accept the terms and conditions of this 3-Year Preferred Customer Offer. **The maximum early termination fee is \$240.**

3-Year Preferred Customer Offer

Notwithstanding any pricing terms and conditions of your Promotion Agreement and/or Residential Customer Agreement to the contrary and subject to the terms and conditions set forth in this 3-Year Preferred Customer Offer, by agreeing to participate in DISH's 3-Year Preferred Customer Offer, DISH will not change, at any time during your Price Guarantee Period (as defined below), the price you pay for: (a) the Eligible Programming Package selected below, or (b) the Eligible Equipment Options listed below.

Eligible Programming Packages							
Programming	Price		Programming	Price			
Package			Package				
Flex Pack	\$57.99		Latino Clasico	\$39.99*			
America's Top 120	\$67.99*		Latino Plus	\$46.99*			
America's Top 120+	\$72.99*		Latino Dos	\$65.99*			
America's Top 200	\$82.99*		Latino Max	\$77.99*			
America's Top 250	\$92.99*						

^{*} The indicated Eligible Programming Package monthly price reflects a \$5 monthly discount that requires your participation in eAutoPay (or any successor program) at all times during your Price Guarantee Period and

does not include local broadcast programming (currently priced at \$12 per month). Non-participation in eAutoPay will result in a \$5 monthly increase to the price of the indicated Eligible Programming Package.

Eligible Equipment Options					
Receiver				Fee**	
Hopper, Hopper	with	Sling	and	\$10.00/mo.	
Hopper 3					
Hopper Duo				\$5.00/mo.	

** The Eligible Equipment Options prices set forth above reflect a \$5 monthly discount per receiver and require you to maintain at least one active Hopper on your DISH account at all times during your Price Guarantee Period. However, the above discount does not apply to the Flex Pack Programming Package. As such, enrollment in the Flex Pack Programming Package will result in a \$5 monthly increase to the fee for the Eligible Equipment Options listed above.

Your "Price Guarantee Period" begins on the date you accept this offer, unless you have a current active Promotion Agreement on the date you accept this offer, in which case your Price Guarantee Period will begin on the date your current active Promotion Agreement expires, and in either case will end thirty-six (36) months after the applicable date on which your Price Guarantee Period begins. For clarity, your Price Guarantee Period will begin on the same date as your New Term Commitment, but is a different duration than your New Term Commitment. DISH will not extend your Price Guarantee Period for any reason. Upon the expiration of your Price Guarantee Period, you will pay the then-current price for your programming package and equipment.

If you participate in DISH Pause, or any other program that allows you to temporarily suspend your DISH Service, then your Price Guarantee Period will automatically terminate and you will no longer be eligible for the programming or equipment prices listed above. Upon reactivating your DISH Service after participation in DISH Pause or other similar program, you will pay the then-current price for your programming packages and equipment. Participation in DISH Pause temporarily pauses, but does not terminate, your New Term Commitment. Your New Term Commitment will expire only after twenty four (24) months of active Service.

DISH's 3-Year Preferred Customer Offer applies only to the Eligible Programming Packages and the Eligible Equipment Options selected upon your acceptance of this offer. In the event that you change either your Price Guarantee Eligible Programming Package or Eligible Equipment Options following your acceptance of this offer, then you will pay the then-current price of your new programming package or equipment.

Miscellaneous

Any terms used, but not defined, in this 3-Year Preferred Customer Offer have the meanings ascribed to them in your Promotion Agreement and Residential Customer Agreement. Except as expressly set forth above in this 3-Year Preferred Customer Offer, all terms and conditions of your Promotion Agreement and Residential Customer Agreement remain in full force and effect. For clarity, if you accept this 3-Year Preferred Customer Offer before the expiration of any prior or active Promotion Agreement, your acceptance of this 3-Year Preferred Customer Offer does not and will not extend or shorten the period of time applicable to any promotional benefits or commitments under such prior Promotion Agreement, including, but not limited to, any price guarantees you may be receiving under such prior or active Promotion Agreement or any term commitment contained in such prior or active Promotion Agreement. As such, any and all promotional benefits and commitments provided under a prior or active Promotional Agreement will cease as described in, and pursuant to the terms and conditions of, such prior or active Promotion Agreement. This 3-Year Preferred Customer Offer is valid for seven (7) days from when sent by DISH to you unless rescinded by DISH prior to your acceptance.

By signing below, I acknowledge that I have read, understand, and accept the terms and conditions of DISH's 3-Year Price Guarantee Promotion.

Customer Name(s): _	Customer Signature:
Account #:	Date: