

This agreement ("Agreement") sets forth the terms and conditions of the Digital Home Advantage promotion. The Residential Customer Agreement ("RCA") incorporated herein, contains additional terms and conditions. The RCA is included in your receiver's user guide and is available online at dish.com.

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| Term Commitment: You must accept or decline a term commitment by initializing the appropriate space; if you do not initial either space, you will be deemed to have declined the term commitment. Former DISH Subscribers (as defined below) must agree to a term commitment to participate in this promotion. | Accept Term Commitment: | Decline Term Commitment: |
| <i>Details regarding your agreement depending on whether you accept or decline the term commitment:</i> | | |
| Length of Commitment: | 24 months | No Term |
| Non-refundable Activation Fee (must be paid prior to installation): | \$0 | \$99.00 |
| Cancellation Fee: If prior to the end of your term commitment, your service is disconnected for any reason or you downgrade your programming below a "Required Minimum Programming Package" (as defined below), and all programming and other charges for your term commitment have not been paid in full, you agree to pay, and we will automatically charge, a cancellation fee to your DISH account or your Qualifying card (as defined below), at our option. | Prorated by multiplying \$17.50 by the number of months remaining in your term commitment. Maximum cancellation fee is \$420. | None |

Unreturned Equipment Charges: The receiver(s), smart card(s), remote control(s), and LNBFs provided to you under this Agreement are leased and remain the property of DISH at all times. You agree that you will return all such equipment in accordance with the "Equipment Return" section below within 30 days following downgrade or disconnection of service, and if you do not, DISH will charge the following "Unreturned Equipment Charges" to your Qualifying Card, as applicable: LNBF, \$50; all standard-definition receivers (301,311, 322, 381, 512, 522, 625), \$100; high-definition (HD) non-DVR receiver (211, 222, 222k, 411), \$200; HD DVR receiver (612, 622, 722, 722k), \$300; and HD DuoDVR® with TV Everwhere® receiver (922), \$400. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH will charge the applicable Unreturned Equipment Charge(s) to your Qualifying Card within 72 hours following deactivation. If you return such equipment in accordance with this Agreement, such Unreturned Equipment Charge(s) will be refunded upon DISH's receipt of the applicable equipment.

*****We reserve the right to change prices, packages and programming at any time, including without limitation, during any term commitment to which you have agreed. ***We reserve the right to change your payment terms if you fail to make payments by your payment due date. ***You are still bound by this Agreement if you change your residence. ***Do not sign this Agreement if you did not receive all three pages of this Agreement.*****

By signing this Agreement, you acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement, and that all such terms were disclosed to you prior to activation.

Customer Name: _____ Customer Signature: _____
 Phone: _____ Date: _____
 Street Address: _____ Customer Printed Name: _____
 City: _____ State: ____ Account Number: _____
 ZIP: _____
 County: _____

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| Primary Model#: [] [] [] [] R00 [] [] [] [] [] [] [] [] [] [] | Add'l Model#: [] [] [] [] R00 [] [] [] [] [] [] [] [] [] [] |
| Add'l Model#: [] [] [] [] R00 [] [] [] [] [] [] [] [] [] [] | Add'l Model#: [] [] [] [] R00 [] [] [] [] [] [] [] [] [] [] |

Subscriber Eligibility: Services and equipment must be ordered, installed and activated between and including **February 1, 2010** and **May 31, 2010**. Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time residential DISH subscribers; and (B) former DISH subscribers who (1) previously maintained an active

DISH account in good standing for at least 6 consecutive months; (2) voluntarily disconnected all prior DISH accounts; (3) paid all balances owing under their prior DISH account(s) in full; and (4) have not received any DISH service during the 3-month period prior to activation under this promotion (“Former DISH Subscribers”). No new first-time residential DISH subscriber or Former DISH Subscriber shall be eligible for this promotion unless such subscriber: (a) resides in the continental United States, Hawaii or certain areas in Alaska; (b) provides DISH with a social security number and a valid major credit card or debit/check card number, each issued to the customer who signs this Agreement; and (c) receives credit approval. If you reside in Alaska, you represent that you have confirmed that your residence is eligible for this promotion. DISH will determine eligibility and may deny eligibility for any reason.

Required Minimum Programming Packages: You must subscribe at all times to one of the “Required Minimum Programming Packages” listed in the table below or a higher programming package. You represent that you have been informed whether you are eligible to receive local network channels by satellite.

| Required Minimum Programming Packages | | | |
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| Programming Package | Price Including Local Network Channels Where Available | Programming Package | Price Including Local Network Channels Where Available |
| DishMÉXICO | \$19.99/mo. | Polish or Taiwanese-Language | \$44.99/mo. |
| DishFAMILY | \$24.99/mo. | Brazilian or South Asian-Language | \$49.99/mo. |
| DISH America | \$34.99/mo. | Arabic-Language | \$54.99/mo. |
| Chinese or Russian-Language | \$37.99/mo. | Locals Only with a Basic International Package* Priced at \$19.99 or Higher | \$29.98/mo. Or Higher Depending on International Package Selected |
| Greek-Language | \$39.99/mo. | | |
| *Basic International Packages consist of the following international programming packages: Arabic – Arabic Elite Pack, Bangla – Bangla Mega Pack, Brazilian – TV Globo/Record Package, Brazilian – TV Globo al a carte, Filipino – Pinoy Mega Pack, French – French Bouquet, German – German Language Plus Package, Israeli – Israeli Platinum Package, Italian – Panorama Italiano, Japanese – TV Japan, Korean – Tiger Pack, Malayalam – Malayalam Mega Pack, Polish – Polish Premium Pack, Portuguese – Luso Pack, Punjabi – Punjabi Pack, Tamil – Tamil Mega Pack, Telugu – Telugu Pack. | | | |

Installation: This promotion includes standard professional installation of up to 3 receivers to up to 6 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH) and mounting hardware. Additional equipment may be required and additional fees may apply in certain installations or with certain programming purchases. Maximum of 3 leased receivers per account (supporting up to 3 HD TVs and up to 6 total TVs); additional receivers may be purchased for a maximum of 6 receivers per account.

Receivers: “Solo” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models include: Solo (301, 311, 381), HD Solo (211, 411), Solo DVR (512) and HD Solo DVR (612). “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receivers models include: Duo (322), HD Duo (222, 222k), DuoDVR (522,625), HD DuoDVR (622,722, 722k) and HD DuoDVR with TV Everywhere (922).

Processing Fee: Sterling Satellite may charge a processing fee with all new activations.

Fees and Payments: You agree to pay monthly by the payment due date for the programming you select and for all applicable fees. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay the following one-time lease upgrade fees, if applicable: (A) \$200 for any 922 receiver; and (B) \$100 for each additional receiver that is a 612, 622, 722 or 722k receiver. Other fees may apply as set forth in the RCA. All payments are non-refundable. The following monthly fees apply:

| Monthly Fees | Fee Amount |
|--|--|
| Additional Receiver Fee | |
| First receiver activated | Included in base programming package price |
| Each Solo receiver activated beyond the first | \$7.00/mo |
| Each Solo DVR receiver activated beyond the first | \$10.00/mo |
| Each Duo receiver activated beyond the first | \$14.00/mo |
| Each DuoDVR receiver activated beyond the first | \$17.00/mo |
| Each HD DuoDVR receiver with TV Everywhere activated beyond the first | \$21.00/mo |
| In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account. | |
| DVR Service Fee | \$6.00/mo |
| One DVR Service Fee will apply per account with at least one DVR receiver active (excluding accounts with at least one 922 receiver active, to which a \$10.00/mo. Premium DVR Service Fee will apply). | |
| Alaska Dish 500AK Upgrade Fee or Hawaii Dish 500 Upgrade Fee | \$4.99/mo. |

Equipment Return: You may use the equipment provided under this promotion only while you remain an active customer in good standing and in compliance with this Agreement. You must return all such equipment in good operating condition, normal wear and tear expected, within 30 days following downgrade or disconnection. You must call DISH at 800-333-DISH immediately after your downgrade or disconnection to receive a return authorization number and delivery instructions for return of your equipment. You are responsible for and shall bear all costs and expenses of returning such equipment. A \$15.00 charge will apply if you use a pre-paid label and empty box provided by DISH in returning your equipment; this charge is subject to change at any time.

| The Service Plan with Term Commitment =====> Signature: |
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| The Service Plan is an optional service program currently priced at \$6.00 per month (price subject to change) that includes: (A) free shipping for repair and replacement of defective receiver equipment; and (B) discounted in-home service calls (currently priced at \$15; regularly \$95). If you agree to a term commitment under this promotion, you will receive a free trial offer of the Service Plan (if available to you at the time you sign this Agreement) for 6 months. By signing above, you are accepting the terms of this free trial and understand that you may cancel you Service Plan subscription at any time by calling 800-333-DISH, and if you do not cancel the Service Plan during the first 6 months of your term, we will automatically begin billing you for the Service Plan at its then-current price until you cancel the Service Plan. |

Contact Information: If you have any questions, you may find the answer in the frequently asked questions section on dish.com or you may contact DISH at care@dishnetwork.com; 800-333-DISH; or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the charges and fees applicable to the goods and services you have selected under this Agreement by calling 800-333-DISH.

| PLEASE READ THIS IMPORTANT INFORMATION =====> Signature: |
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| <i>By signing above, you authorize DISH to change, and/or place a hold with respect to all cancellation fee(s) and unreturned equipment charge(s), or any portion thereof, that you own under this Agreement (collectively, the "Authorized Amounts") to the credit card or debit/check card that you initially provided to DISH (the "Qualifying Card") until such Authorized Amounts are paid in full. You agree that the issuers of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH's submitting a signed receipt. Payment of cancellation fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account.</i> |