

## **dishNET Wireline High-Speed Internet Subscriber Agreement for Residential Services**

This dishNET Wireline High-Speed Internet Subscriber Agreement for Residential Services together with the exhibits and materials referenced herein (“Agreement”) is between dishNET Wireline L.L.C. (“dishNET”) and the end user of the dishNET service(s) and equipment described below (“you” or “Customer”). In the event this Agreement combines obligations of multiple dishNET affiliates, it does not create joint liability between the dishNET affiliates. The particular dishNET entity providing you Service, Equipment and/or Software and the provision and receipt of such is subject to all provisions of this Agreement, unless otherwise specified herein. Please review the Agreement carefully; it governs your use and dishNET provision of the Service, Software and Equipment.

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICE OR THE EQUIPMENT, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, EVEN IF YOU CHOOSE NOT TO READ IT. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES, CHARGES AND OTHER TERMS AND CONDITIONS QUOTED TO YOU DURING THE ORDERING PROCESS AND ON [www.dish.com/legal](http://www.dish.com/legal), ALL OF WHICH ARE INCORPORATED BY REFERENCE. YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CALL dishNET AT 1.800.333.3474 TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO dishNET IN ACCORDANCE WITH THE RETURN PROCEDURES SET FORTH IN SECTION 12(e) OF THIS AGREEMENT.

### **TERM COMMITMENT AND CANCELLATION FEE**

**Your Service is subject to a 24-month term commitment. If prior to the end of your term commitment, your Service is disconnected for any reason, and all Service and other charges for your term commitment have not yet been paid in full, DISH will automatically charge to your dishNET account, and you agree to pay, a Termination Fee. That fee will be determined by multiplying \$10 by the number of months remaining on your term commitment. The maximum Termination Fee is \$240. \*\*\*You acknowledge and agree that dishNET shall have the right to change: (A) any and all prices, fees and charges at any time and from time to time, including, without limitation, during any term commitment to which you have agreed; (B) packages, services, features and functionality at any time and from time to time, including, without limitation, during any term commitment to which you have agreed; AND (C) 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 and reside within a service territory where dishNET provides wireline broadband service.**

**You have paid or you agree to pay a one-time non-refundable activation fee of \$50.00 (if applicable), which must be paid prior to installation.**

#### **1. Definitions.**

“AUP” means the dishNET Acceptable Use Policy posted at [www.dish.com/legal](http://www.dish.com/legal), including all future revisions.

“Equipment” means dishNET-provided modem(s) and equipment to enable networking which may include, without limitation, USB adaptors and/or wireless cards.

“Force Majeure Event” means an unforeseeable event beyond the reasonable control of a party, including, without limitation: acts of God; fire; flood; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from dishNET’s failure to timely place orders therefore; lack of or delay in

transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

“*Late Charge*” is a fee assessed each month on any portion of the payment amount that is not received by or available to dishNET by the due date. The late charge is \$7.00.

“*MRCs*” means monthly recurring charges.

“*NRCs*” means non-recurring, one-time charges.

“*dishNET*” means dishNET Wireline L.L.C. or any affiliate that provides you with the Service, Software, and/or Equipment.

“*Regulatory Activity*” means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

“*Service*” means dishNET High-Speed Internet and related installation, customer support and other services provided by dishNET to you.

“*Taxes*” means foreign, federal, state and local taxes, surcharges, other similar charges, and any other imposition that may be passed on by dishNET to Customer.

“*Termination Fee*” means the amount that will be charged to your next invoice when you terminate your Service prior to the completion of your 24 month term commitment. The fee is calculated by multiplying \$10.00 by the number of months remaining in your term commitment.

**2. Service Description.** dishNET will provide, and you will purchase the Service. Further details regarding the Service may be provided in product literature or on our website and are incorporated by reference.

(a) dishNET High-Speed Internet.

(i) dishNET will provide dishNET High-Speed Internet service that runs over the same line as your dishNET telephone line. If you do not have a dishNET telephone line, dishNET will provide stand-alone Service that runs over a physical connection to your location. You must specify a dishNET telephone number to use with the Service (unless you order stand-alone Service). dishNET may terminate your Service or charge you for stand-alone Service if you change your dishNET local telephone service to another company, or move your local telephone service to a wireless service provider.

(ii) *Availability.* dishNET High-Speed Internet service may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds are “up to” and dishNET will provision your line at the speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Availability of service depends on availability and limits of the wire centers and facilities of dishNET and its vendors. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by dishNET line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including, without limitation, the physical condition of your line and wiring at your location, your service location, phone line qualifications, computer performance/configuration and network/Internet congestion. Service is provided on a per-line basis, and the actual throughput and connection speed of your Service depends on a number of factors, including, without limitation, Internet traffic and

congestion or bandwidth, distance of your home from a central office, viruses or spyware, server speed of the Web sites you connect to, traffic and congestion on your home network and Windows PC settings. Uninterrupted or error-free Service is not guaranteed and dishNET may limit speeds.

(iii) *Moves.* If you move to another location (including, without limitation, a move within the same building) you are not guaranteed to have Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to new Service will apply.

(iv) *dishNET Facilities and Equipment to Provide Service; Licenses.* Certain dishNET facilities and equipment used to provide you high-speed Internet service may be located on your premises. These facilities and equipment are the property of dishNET or its vendors and must be installed, relocated, rearranged, tested, inspected and maintained only by dishNET. You are responsible for damage to such facilities and equipment resulting from your negligence (including, without limitation, failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the dishNET facilities or equipment unless authorized by dishNET. Unauthorized attachments or connections may be removed or disconnected by dishNET and your Service may be suspended or terminated as a result. You agree to provide dishNET and its vendors access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. dishNET is not liable for defacement or damage to your premises resulting from the existence of facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of dishNET's negligence. You may be required to provide, install and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive high-speed Internet service, if such items are not already in place. These items may include, without limitation, suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trench (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties or business developments to reach points of termination).

(v) *Change of Service.* A change of Service could lead to the loss of stored e-mail. Such loss may ordinarily be prevented by saving such e-mail on your personal computer prior to the change of Service. Customer will not hold dishNET liable for loss of e-mail during the change of Service process, whether caused by Customer or dishNET.

**3. Equipment.** Separately leased equipment is required to use the Service. Certain Equipment is available from dishNET and other equipment must be provided by Customer.

(a) dishNET-Provided Equipment.

(i) *Leased Equipment.* Leased Equipment from dishNET: (i) the Equipment is dishNET's property and you may not assign, rent, or transfer the Equipment or your rights or duties under this Agreement to another without dishNET's prior written consent; (ii) you agree not to mishandle, abuse, misuse or improperly store or operate the Equipment, including, without limitation, using the Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it; and (iii) you agree if the Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at anytime during the term of this Agreement or upon termination of this Agreement, dishNET may charge you for its full retail cost, not to exceed \$99 (the "Equipment Charge"). dishNET does not refund or credit leases, so please call dishNET immediately at 1.800.333.3474 if your leased Equipment is not working properly for replacement Equipment. Lease payments are due for every month you lease the Equipment and lease payments do not count towards a purchase of the Equipment.

(ii) *Purchased Equipment.* You will be deemed the owner of any purchased equipment, and bear all risk of loss of, theft of, casualty to or damage to the purchased equipment.

(iii) *Delivery and Installation of Equipment.* Equipment may be delivered to you only in the United States. You understand that you are responsible for self-installing the Equipment once you receive it, unless you select a technician installation from dishNET for an additional charge. You are encouraged to complete installation of the Equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the Equipment and used the Service at the time the bill is rendered.

(iv) *Damaged/Defective Equipment.* If the Equipment is defective or inoperable, please call technical support at 1.800.333.3474. The dishNET technical support representative will determine what is wrong with the Equipment and will select the appropriate procedure set out in Section 12(e) for returning the defective or inoperable Equipment. dishNET reserves the right to change the procedures for returning Equipment. Replacement Equipment may or may not be the same model.

(b) Customer-Provided Equipment. IF YOU DO NOT LEASE A MODEM FROM dishNET YOU UNDERSTAND AND ACKNOWLEDGE THAT dishNET, ITS AFFILIATES, SUPPLIERS, AND/OR AGENTS WILL NOT BE RESPONSIBLE/LIABLE IF YOU CANNOT ACCESS YOUR SERVICE, IF SERVICE DOES NOT FUNCTION CORRECTLY OR AT ALL, OR IF CUSTOMER EQUIPMENT, SOFTWARE, PERIPHERALS, DATA, OR EQUIPMENT IS DAMAGED. YOU WILL BE LIABLE TO dishNET FOR DAMAGE TO ANY EQUIPMENT LEASED FROM dishNET. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.

(c) DISH Protect: DISH Protect is an optional service program currently priced as set forth in the table below. DISH Protect is offered in three plans: Silver, Gold, and Platinum. The services offered in each plan can be viewed at [mydish.com/support/equipment/services](http://mydish.com/support/equipment/services). If you elect to take the service, you may receive an initial 6 month trial offer of DISH Protect if such plans are available to you at the time you sign this Agreement. During the trial offer period, you will be charged the monthly Trial Offer Price set forth below (which will vary based on the DISH Protect plan that you select). By enrolling in DISH Protect, you are accepting the terms of this trial offer and understand that you may cancel or change your DISH Protect plan at any time by calling 800-333-DISH (3474). You also agree that if you do not cancel your DISH Protect plan during the initial 6 month trial offer period, DISH will automatically begin billing you the then-current monthly Regular Price of your DISH Protect plan upon the expiration of the 6 month trial offer period until you cancel your DISH Protect plan. If you change your DISH Protect plan during the trial offer period, you will be billed the then-current Trial Offer Price of the new DISH Protect plan for the remainder of your trial offer period (and the then-current monthly Regular Price thereafter). DISH Protect is not available to residents of Remote Areas of Alaska and/or residents of some Shared Dish MDU Properties. If you reside in a Shared Dish MDU Property and you are not sure if you qualify for DISH Protect, then please call 800-454-0843 to determine if you qualify.

<b>DISH Protect plan</b>	<b>Regular Price/month</b>	<b>Trial Offer Price/month</b>
Silver (Single Service)	\$8.99	\$0.00
Silver (TV + Internet Bundle)	\$10.99	\$0.00
Gold	\$12.99	\$4.00
Platinum	\$24.99	\$16.00

**Changes to Service or this Agreement.** dishNET is not obligated to give you notice of changes to this Agreement before it becomes effective. You should review the Agreement at the time it becomes effective for you. Subject to any applicable rules or laws, dishNET may:

(a) at any time, effective upon posting to [www.dish.com/legal](http://www.dish.com/legal) or any written notice to you, including, without limitation, e-mail: (i) stop offering the Service and/or leased Equipment; (ii) modify the Service and/or any of the terms and conditions of this Agreement; and/or (iii) reduce MRCs or NRCs. Please check the Web site and your e-mail regularly for changes.

(b) upon 30 days notice to you: (i) increase MRCs and/or NRCs; or (ii) change this Agreement or the Service in a way that directly results in a material and adverse economic impact to you. dishNET may

reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon regulatory activity.

Your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and cancel your Service if you do not agree to the changes. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

**5. Third-Party Services, Software and Equipment.** Purchase, rental, use or subscription to any third-party services, software or equipment offered by or through dishNET is subject to the third-party provider's terms and dishNET is not responsible or liable for any such services, software or equipment.

**6. Software.**

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by dishNET or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including, without limitation, the terms and conditions of this Section.

(b) License. If the Software is accompanied by an end user license agreement ("EULA"), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, dishNET grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation, and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Service.

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of dishNET or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by dishNET or the third-party licensor or supplier. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that dishNET or the third-party licensor or supplier of the Software, as applicable own all right title and interest, including, without limitation, all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share or otherwise transfer the Software to anyone else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades, or Changes. dishNET may update, upgrade or change the Software and related settings on your computer from time to time. You agree to cooperate with dishNET in performing such activities. A program downloaded to your computer when Service is installed will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with dishNET's Privacy Policies. You may choose to turn off the automatic updates function. If you order new Services from dishNET at a later date, and the automatic updates feature has been turned off, you may be prompted at that time to update Software currently on your computer before the new Software can be downloaded.

(g) **Termination.** dishNET may discontinue provision of the Software for any reason, including, without limitation, if dishNET's agreement with a software vendor is terminated. Additionally, for certain third-party vendors Software will no longer be functional if: (i) you or your End Users discontinue subscribing to the vendor product for which the Software was provided or to your Service; (ii) this Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Service under this Agreement expires and you have not purchased a new term. Upon termination of your Service or dishNET notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

**7. Service Conditions.** The following conditions apply to the Service. dishNET may suspend, terminate or limit use of your Service if you violate any of these conditions.

(a) **Limits on Use.** You agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose if your Service is a residential service, or in a way that impacts dishNET network resources or dishNET's ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise); or (ii) permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including, without limitation, the establishment of a wireless fidelity ("Wi-Fi") hotspot), but the Service may only be used at the single location or unit within a multiple dwelling unit for which Service is provisioned by dishNET. You may not use a Wi-Fi hotspot in violation of this Agreement or in a way that circumvents dishNET's ability to provide Service to another customer (e.g., you cannot use a Wi-Fi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a Wi-Fi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, etc. dishNET may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment (including, without limitation, Equipment), network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all dishNET customers. dishNET is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) **No Resale, Distribution, Transfer, or Assignment.** You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including, without limitation, to wireless technology, except with dishNET's prior consent and according to dishNET's policies and procedures; provided that you may establish a Wi-Fi hotspot as provided above, but may not resell Service provided over the Wi-Fi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. dishNET may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(c) **Authorized Use.** You: (i) are responsible for maintaining the confidentiality of passwords used with the Service; (ii) are responsible for all use of the Service, including, without limitation, your primary account and any secondary accounts or sub-accounts registered to that account, and will not permit any unauthorized use of the Service; and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service. Authorized designees means members of your family or anyone else that you, at your own risk and responsibility, permit to access the Internet service using your account. You must ensure that any such authorized designees will comply with this Agreement and you will be responsible for all use of the Internet access service and any other services accessed through the Internet access services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Internet

access service may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Internet access service through your account. dishNET will not be liable for any loss or damage arising from your failure to comply with this Section. dishNET RECOMMENDS USE OF COMMERCIALY AVAILABLE FILTERING SOFTWARE.

(d) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Service in a way that: (i) interferes with dishNET's ability to provide service to dishNET customers; (ii) avoids your obligation to pay for services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(e) Monitoring and Testing the Service. dishNET may, but is not obligated to, monitor the Service for various purposes, including, without limitation, to verifying AUP compliance and for usage statistics that may be used for marketing purposes. You are responsible for monitoring your accounts for access to newsgroups and Web sites that may contain improper material. You will notify dishNET of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. dishNET may also test Service for maintenance purposes to detect and/or clear trouble.

(f) Wi-Fi. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. dishNET cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and dishNET makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service.

(g) Data Management and Security. dishNET STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including, without limitation, backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. dishNET is not responsible or liable for the management or security of your data, including, without limitation, loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on dishNET servers or your computer or server.

(h) Port 25 Filtering. Port 25 is primarily used for communication between e-mail servers. Filtering e-mail communication going to and from customers on port 25 improves network security and helps to reduce the spread of e-mail-borne viruses and reduce the overall volume of spam on the Internet. Port 25 filtering is a recognized Internet industry best practice for service providers and is used by dishNET to automatically protect your computer from being used by malware (typically caused by a virus) to send or relay spam. If you need to adjust port 25 filter settings, contact dishNET technical support at 1.800.333.3474.

(i) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of dishNET and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. dishNET grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by dishNET or will be implied or arise by estoppel, with respect to any Service.

**8. Installation, Maintenance and Support.** You may choose on-site installation for a charge or select the self-installation method. Charges may apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. (dishNET may use third party vendors when it dispatches technicians.) Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. dishNET will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in dishNET

facilities (no charge if dishNET later finds the trouble was in its facilities) or dishNET equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (a) Customer requests a service date change but fails to notify dishNET before the service date and technician is dispatched on the service date (will have to pay dispatch charge and dishNET will change the service date); or (b) technician dispatched for maintenance of service and no trouble is found in dishNET facilities (applies each time this happens). Any requested repairs to your facilities or equipment or Equipment are not included in the dispatch fee, and will be charged on a time and materials basis.

**9. Acceptable Use Policy.** All use of the Services must comply with the AUP, posted at [www.dish.com/legal](http://www.dish.com/legal). Among other things, the AUP prohibits sending unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements (collectively, “Spam”). dishNET may immediately terminate or suspend any account which dishNET believes is transmitting or is otherwise connected with any Spam. Further, dishNET may hold you liable for dishNET’s damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account. If damages cannot be reasonably calculated, you agree to pay dishNET liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

**10. Privacy.** dishNET may provide customer information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under this Agreement; or to protect dishNET’s or others rights or property regarding our services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. See also dishNET Privacy Policies posted at [www.dish.com/legal](http://www.dish.com/legal), which may change from time to time. Additionally, dishNET, its affiliates and third-party vendors, may access and use information regarding your bandwidth usage and performance of your Equipment, Software and Service to: (a) perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities; (b) verify AUP compliance and network performance; and (c) develop targeted marketing.

dishNET does not require or intend to access Customer data in its performance hereunder, including, without limitation, any confidential health related information of Customer’s clients, which may include, without limitation, group health plans, that constitutes Protected Health Information (“PHI”), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Rules”). Any exposure to PHI shall be random, infrequent and incidental to dishNET’s provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, dishNET and Customer agree that dishNET is not a “Business Associate” or “Covered Entity” under the HIPAA Rules for the purposes of this Agreement.

**11. Rates and Charges; Payment.**

(a) Rates and Charges. All Service and Equipment is provided to you at the MRCs and NRCs quoted to you during the ordering process and as set forth at the time(s) you order Service and/or Equipment. dishNET reserves the right to change the MRCs, NRCs, prices, packages and services at any time, including, without limitation, during any term commitment to which you have agreed. You are responsible for any charges associated with the Service and Equipment, including, without limitation, Equipment lease charges, monthly Service charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service and Taxes.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service

may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

(b) Payment.

(i) *Billing.* Charges are billed monthly with MRCs and NRCs billed in advance and usage and governmental charges billed in arrears. You will pay all billed charges by the due date set forth in your billing statement, as well as any Late Charge. You will be charged for each additional copy of your bill.

You will provide all information necessary for dishNET to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete and will promptly notify dishNET whenever your personal or billing information changes. If you elect to pay by credit card, you are responsible for directly updating, or notifying dishNET, of any changes to your credit card (including, without limitation, card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(ii) *Disputes.* The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. You must give dishNET notice of any dispute on your bill. If you give notice of a billing dispute within 90 days following the billed date such interest will be from the due date to the date dishNET credited back or refunded the wrongly charged amount. If you give notice after this 90-day period, such interest will be from the date dishNET received your notice to the date dishNET credited back or refunded the wrongly charged amount. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all of dishNET's expenses incurred to recover such withheld amounts, including, without limitation, attorneys' fees.

(iii) *Deposit.* dishNET may reasonably modify the payment terms or require other assurance of payment, including, without limitation, a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from date dishNET received deposit until date dishNET refunded the deposit.

(iv) *Method of Payment.* Some Internet access services require you to pay by credit card. For those services, dishNET accepts VISA, MasterCard or American Express. dishNET may change the credit cards it accepts without notice. If you provide dishNET your credit card information, you authorize dishNET to automatically charge your credit card for charges that apply to your account. dishNET will automatically charge your credit card on the billing due date shown on your billing statement. In the event you request a chargeback on your credit card of the amounts dishNET has charged you, you will be subject to a chargeback fee. If dishNET is unable to charge your credit card for any reason, dishNET will assess a charge that will be the greater of ten dollars (\$10.00) or five percent (5%) of the amount due, plus an interest charge of 1.5% per month on the amount due until paid. Additionally, you may be subject to Service suspension or account termination at dishNET's discretion.

## 12. **Term and Termination.**

(a) Month-to-Month Term. All services ordered on or after Feb. 1, 2012, are subject to a term commitment of 24 months. Your term commitment begins on the date your Service order is completed and ends on the last day of the billing cycle 24 months after the date the Service order is completed. All Services ordered prior to Feb. 1, 2012 are not subject to the 24-month term commitment and are offered on a month-to-month basis.

(b) Termination. You may terminate this Agreement and your use of the Services at any time and for any reason by calling dishNET at 1.800.333.3474. **You cannot terminate your Service online or by e-mail.** dishNET may terminate this Agreement, your password, your account and/or your use of the Service,

without notice and for any reason, including, without limitation, if you fail to pay any charges when due or if dishNET believes you or someone using your account has violated this Agreement. dishNET may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of dishNET and is subject to applicable charges. If Service is terminated by you or dishNET prior to the end of a monthly term, you will be required to pay a prorated amount of the MRCs for the month and the full amount for any NRCs or other charges for the month and any accrued but unpaid amounts related to Service and Equipment through the effective date of termination.

**(c) Calculation of Termination Fees. Your Service is subject to a 24-month term commitment. If prior to the end of your term commitment, your Service is disconnected for any reason, and all Service and other charges for your term commitment have not yet been paid in full, you agree to pay a Termination Fee that will be billed to you dishNET account. The Termination Fee will be determined by multiplying \$10 by the number of months remaining on your term commitment. The maximum Termination Fee is \$240. The Termination Fee is in addition to any charges required by Section 12(d).**

**(d) Unreturned Equipment Fee.** The Equipment provided to you under this Agreement is leased and remains the property of dishNET at all times. You agree that you will return all Equipment in accordance with the “Equipment Return” section below within thirty (30) days following disconnection of your Service or Equipment (including, without limitation, in connection with any Equipment exchange), and if you do not, dishNET will charge a \$79.00 “Unreturned Equipment Fee” (which fee may be charged to your dishNET account immediately and subsequently refunded upon dishNET’s receipt of all Equipment or may be subsequently charged to your dishNET account if all Equipment is not received within such thirty (30) day period, at dishNET’s option). If your account is involuntarily deactivated for failure to pay your bill or otherwise, dishNET may immediately charge the Unreturned Equipment Fee(s) to your dishNET account. If you return all Equipment in accordance with this Agreement, the Unreturned Equipment Fee(s) that you have paid to dishNET, if any, will be refunded or credited to your account, at dishNET’s option, upon dishNET’s receipt of all Equipment.

**(e) Equipment Return.** You may use the Equipment provided by dishNET 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 excepted, within thirty (30) days following disconnection of your Service or Equipment. You must call dishNET at 1.800.333.3474 immediately after disconnection of your Service or Equipment to receive a return authorization number and delivery instructions for return of the Equipment. You are responsible for and shall bear all costs and expenses of returning the Equipment. You are not responsible under the terms and conditions of this Agreement for the return of equipment other than the Equipment. Following disconnection of your Service, dishNET will send you one or more return labels and empty boxes (depending on your Equipment) to be used by you in returning the Equipment and dishNET will charge you \$10.00 for each such return label and empty box provided to you (“Return Box Fee”). You will be charged the Return Box Fee(s) regardless of whether you use the box(es) and label(s) to return your Equipment. The Return Box Fee is subject to change at any time. Unless dishNET determines that you are a resident of a remote area of Alaska, you also have the option of contacting dishNET by calling 1.800.333.3474 to request that dishNET perform an in-home service call to remove the Equipment at dishNET’s then-current in-home service call rate, which rate is subject to change at any time. For purposes of this Agreement, Equipment will not be deemed returned until received by dishNET in good working condition, reasonable wear and tear excepted.

**(f) Deletion of Data upon Termination.** Upon termination of your Service, dishNET or its vendors may immediately delete all data, files, and other information stored in or for your account without notice.

**13. Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.**

**(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. dishNET EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. dishNET RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.**

**(b) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER dishNET HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, dishNET, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT EVEN IF ANY SUCH DAMAGES ARE CAUSED BY dishNET, ITS AFFILIATES, AGENTS, OR CONTRACTORS.**

**(c) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15 BELOW IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 13, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY YOU TO dishNET FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. dishNET's TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY YOU TO dishNET UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").**

**(d) dishNET DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY AND THE THIRD-PARTY FAILS TO PROVIDE THAT SERVICE, dishNET WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.**

**(e) dishNET DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.**

(f) As part of installing, providing or repairing the Service we may access your premises, computer hardware and software, and your networking and high-speed Internet-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or such equipment. dishNET liability is limited to damage arising from willful misconduct or grossly negligent acts of dishNET technicians in accessing your premises, computer, or networking and high-speed Internet-related equipment up to \$500. This is your sole remedy for such activity and neither dishNET nor its affiliates, agents, or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct, and is NOT part of any benefit under this Agreement.

(g) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

**14. Personal Injury, Death, and Property Damage.** dishNET's LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF dishNET RELATED TO THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (AS LIMITED IN SECTION 13 ABOVE), OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY dishNET's WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. dishNET AND OUR AFFILIATES, AGENTS, AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS, REGARDLESS OF THE CAUSE. DAMAGES UNDER THIS SECTION WILL BE SUBJECT TO THE LIMITATION OF LIABILITY IN THIS AGREEMENT BUT NOT THE DAMAGE CAP. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

**15. Warranty.**

(a) Limited Warranty for Equipment. dishNET extends a Limited Warranty to you for the Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from dishNET at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

LIMITED WARRANTY.

(i) This Equipment is warranted by dishNET to the person originally leasing the Equipment, and no others, to be free of manufacturing defects during the term of the modem lease, only.

(ii) This Limited Warranty covers only the basic operations of the Equipment, and dishNET **does not** warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, equipment, network, or operating or other system. If the Equipment malfunctions or becomes inoperable, dishNET will replace or repair it, at its option, without charge, so long as you notify us by calling 1.800.333.3474 to report that the Equipment's basic operations are not functioning properly, and cooperate with the dishNET representative to evaluate the circumstances; If instructed by a dishNET representative, you must promptly return the Equipment in accordance with the return procedures set forth in Section 12(e) above. If you do not return your defective Equipment to dishNET in accordance with the return procedures set forth in Section 12(e) above within thirty (30) days following the date of dishNET's request, you will be charged a \$79.00 Unreturned Equipment Fee. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) *Repaired/Replacement Equipment.* At its sole discretion, dishNET may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired or reconditioned Equipment.

(iv) *Exceptions and Exclusions.* This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by dishNET, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty.

(v) *No Other Express Warranties and Limitation of Implied Warranties.* This Limited Warranty is the only express warranty extended by dishNET in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) This Limited Warranty is extended to the person originally leasing the Equipment, and no others, by:

dishNET Wireline, 9601 South Meridian Blvd., Englewood, CO 80112

Consumer/Residential Accounts, please call 1.800.333.3474.

If you have questions or comments, call or write us at the above number or address.

(vii) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEDING SECTION, dishNET PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. dishNET DOES NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY dishNET, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. dishNET IS NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. dishNET TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. dishNET MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.**

**16. Indemnification.** You agree to indemnify, defend, and hold harmless dishNET and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including, without limitation, reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; (e) negligent acts, errors, or omissions by you; or (f) injuries to or death of any person and for

damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of dishNET.

**17. Dispute Resolution and Arbitration; Governing Law. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.**

(a) Arbitration Terms. You agree that any dispute or claim arising out of or relating to the Services, Equipment, Software, or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration. The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to dishNET.

(i) *Arbitration Procedures*. Before commencing arbitration you must first present any claim or dispute to dishNET in writing to allow dishNET the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration. The arbitration shall be conducted by the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Colorado state law, without regard to choice of law principles, shall otherwise govern and apply to any and all claims or disputes. All face-to-face proceedings shall be conducted at a location which is reasonably convenient to both you and dishNET. Arbitration is final and binding. Any arbitration shall be confidential, and neither you nor may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. The arbitrator may award any relief or damages that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides. Judgment on any arbitration award may be entered in any court having jurisdiction.

(ii) *Costs of Arbitration*. The party requesting arbitration must pay the applicable AAA filing fee, except that if you are an individual using the Services for household or personal use and you initiate arbitration against dishNET: (1) you must pay one-half the arbitrator’s fees up to a maximum of \$125 if your claim does not exceed \$10,000; (2) you must pay one-half the arbitrator’s fees up to a maximum of \$375 if your claim is more than \$10,000 but less than \$75,000; and (3) you must pay an Administrative Fee in accordance with the AAA’s Commercial Fee Schedule if your claim exceeds \$75,000 or if your claim is non-monetary. Except as provided in the preceding sentence, each party shall pay its own expenses of the arbitration, including, without limitation, the expense of its own counsel, witnesses, and presentation of evidence at the arbitration. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party’s costs and expenses incurred in seeking such stay or compelling arbitration, including, without limitation, reasonable attorneys’ fees.

(b) Waiver of Jury and Class Action. By this Agreement, both you and dishNET are waiving rights to litigate claims or disputes in court (except small claims court as set forth in paragraph (a) above). Both you and dishNET also waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

**18. Notices.** Except as otherwise provided herein, all required notices to dishNET must be in writing and sent to 9601 South Meridian Boulevard, Englewood, CO 80112; Facsimile #: 1.303.723.2050; Attn.: Legal Department. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, *or e-mail to an address provided by you when you ordered Service or Equipment*. You agree to provide dishNET with any and every change to your e-mail address by calling

1.800.333.3474. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

**19. General.** If any term of this Agreement is held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. dishNET will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements and policies and posted information referenced herein, constitutes the entire agreement between you and dishNET with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and dishNET related to the Service, Software, or Equipment, the provisions of this Agreement will control.

**20. Equipment Return Policy and Procedure.** If you need to return your Equipment, you must follow the return procedures set forth in Section 12(e) above (and Return Box Fees and other applicable fees will apply).

Please call dishNET at 1.800.333.3474, if you have any questions regarding your account or how to return Equipment.

**Where required by law, customers who cancel their Service within the first three days, or seven days, as applicable, following acceptance of this Agreement will be refunded all charges incurred with respect to their account.**