## dish

## NEW CUSTOMER 2-YEAR TV PRICE GUARANTEE PROMOTION

Notwithstanding any terms and conditions of your Promotion Agreement and/or the Commercial Customer Agreement to the contrary, because you have agreed to participate in DISH's 2-Year TV Price Guarantee promotion, DISH will not change, at any time during your Price Guarantee Period (as defined below): (a) the price that you pay for the qualifying programming package set forth below (your "Price Guarantee Programming Package"); or (b) the eligible equipment options set forth below (the "Discounted Eligible Equipment"); or (c) the Additional Receiver Fees and DVR Service Fees that you pay in connection with the receivers that you possessed upon initial activation of your DISH services; or (d) the Business Fees that you pay.

Qualifying Programming Packages					
Programming Package	Price*		<b>Programming Package</b>	Price*	
Flex Pack	\$67.99		Latino Clasico	\$57.99*	
America's Top 120	\$67.99*		Latino Plus	\$59.99*	
America's Top 120+	\$82.99*		Latino Dos	\$79.99*	
America's Top 200	\$92.99*		Latino Max	\$94.99*	
America's Top 250	\$102.99*				

\* The indicated Price Guarantee 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 \$14 per month). Non-participation in eAutoPay will result in a \$5 monthly increase to the price of the indicated Price Guarantee Programming Package.

Eligible Equipment Options				
Receiver	Fee**			
Hopper, Hopper with Sling and Hopper 3	\$10.00/mo.**			
Hopper Duo	\$5.00/mo.**			
Wally, 211 First Receiver	\$5.00/mo.***			

\*\* The indicated Eligible Equipment prices 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 indicated Eligible Equipment Options listed above.

\*\*\* The indicated Eligible Equipment price reflects a \$2 monthly discount per receiver and requires you to maintain at least one active Wally or 211 First Receiver 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 \$2 monthly increase to the fee for the indicated Eligible Equipment Option.

Your "<u>Price Guarantee Period</u>" is the twenty-four (24) month period immediately following initial activation of your DISH service. 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 each of your programming packages, Additional Receiver Fees, DVR Service Fees and Business Fees.

In the event that you participate in DISH Pause, or any other program that allows you to temporarily suspend your DISH Service, then you will no longer be eligible to participate in DISH's 2-Year TV Price Guarantee promotion and you will pay the then-current price for each of your programming packages, Additional Receiver Fees, DVR Service Fees and Business Fees.

DISH's 2-Year TV Price Guarantee applies solely to your Price Guarantee Programming Package, the Discounted Eligible Equipment, the Additional Receiver Fees, and DVR Service Fees that you pay in connection with the receivers that you possessed upon initial activation of your DISH service and the Business Fees. In the event that you change your Price Guarantee Programming Package to any other programming package (including, without limitation, another programming package that qualifies for DISH's 2-Year TV Price Guarantee promotion) following initial activation of your DISH service, then you will pay the then-current price of such other programming package. In the event that you add any receivers (or change any receivers) following initial activation of your DISH service, then you will pay the then-current Additional Receiver Fees and DVR Service Fees for such receivers (even if

such additional or changed receivers are the same model as receivers that you possessed upon initial activation of your DISH service).

Except as expressly set forth above in this notice solely with respect to the prices of your Price Guarantee Programming Package, the Discounted Eligible Equipment, the Additional Receiver Fees, and DVR Service Fees for the receivers you possessed upon initial activation of your DISH service and the Business Fees, you acknowledge and agree that DISH shall have the right to change any and all other (and/or implement additional) prices, fees and charges at any time and from time to time (including, without limitation, during your Price Guarantee Period). Any terms used, but not defined, in this notice have the meanings ascribed to them in your Promotion Agreement and the Commercial Customer Agreement. Except as expressly set forth above in this notice, all terms and conditions of your Promotion Agreement and the Commercial Customer Agreement remain in full force and effect.