



**RETAILER BUSINESS RULES**  
**Commercial FSS ANTENNA UPGRADE PROMOTIONAL PROGRAM**  
**Effective: May 13, 2009 through July 31, 2009**

Prior to being considered for participation in this Promotional Program and in addition to any other requirements set forth below, a retailer must: (i) have a valid DISH Network Retailer Agreement and/or Distributor Retailer Agreement (each, a "Retailer Agreement") in full force and effect with DISH Network L.L.C., formerly known as EchoStar Satellite L.L.C. ("DISH"); (ii) otherwise be in good standing with DISH and Echosphere L.L.C. ("Echosphere"); and (iii) purchase DISH DBS Systems directly from Echosphere and/or a distributor authorized by DISH and Echosphere (an "Authorized Distributor"). Retailers with a valid DISH Network Retailer Agreement in full force and effect with DISH are referred to hereinafter as "DISH Retailers."

The misrepresentation of the terms and conditions of this Promotional Program to customers and/or the failure to disclose material terms and conditions of this Promotional Program to customers 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 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 the Promotional Program described below and participation in this Promotional Program may not be available to all retailers. DISH shall determine retailer eligibility to participate in this Promotional Program in its Sole Discretion. All pricing, programming, packages, and other terms and conditions of service are subject to change without notice.

**Program Overview:**

This Promotional Program provides eligible commercial DISH subscribers with standard professional installation of either a DISH 500+ or DISH 1000+ antenna (collectively, and solely for the purposes of this Promotional Program "FSS Antennas") in order to view international programming packages broadcast from the 118.7° orbital locations. The following SPAs are eligible for the Promotional Program:

SYS	PRIN	AGENT
8255	1000	0010
8255	7000	7010
8255	7000	7020
8255	7000	7030
8255	7000	7040
8255	7000	7050
8255	7000	7060
8255	7000	7070
8255	7000	7080
8255	7000	7090

**Customer Eligibility:**

Customer eligibility shall be determined at DISH's Sole Discretion.

**Commercial FSS Antenna Upgrade Promotion Agreement:**

The Commercial FSS Antenna Upgrade Promotion Agreement is located in the Commercial Promotions dropdown menu in the Promotions Center. Retailers who install an FSS Antenna under the Promotional Program must fully and correctly complete (including without limitation all applicable customer signatures and initials) and submit to DISH a "Commercial FSS Antenna Upgrade Promotion Agreement" in the form designated by DISH in its Sole Discretion.

**Retailer Economics:**

In consideration of a participating DISH Retailer's continuing efforts to market, promote and solicit orders for DISH programming and a participating DISH Retailer's continuing efforts to service DISH subscribers after initial activation, a participating DISH Retailer may be eligible to receive the Additional Incentives set forth below. Payment of any and all Incentives described below shall be subject to the terms and conditions of your DISH Network Retailer Agreement, applicable Business Rules and all Other Agreements.

**DISH 500+ Equipment Discount:**

For each eligible DISH 500+ antenna kit that, during the term of this Promotional Program, a DISH Retailer: (i) purchases directly from Echosphere; (ii) resells directly to an eligible, existing commercial DISH subscriber; (iii) installs for such subscriber at the corresponding Commercial Location within the continental U.S. in full compliance with Section 2.9 of such DISH Retailer's Retailer Agreement; and (iv) results in the continuation of International Programming from the 118.7° orbital location for a Commercial Subscriber Account, such participating DISH Retailer may be eligible to receive a **\$150.00 "DISH 500+ Equipment Discount" (FSSEQCOM)**.

**DISH 1000+ Equipment Discount:**

For each eligible DISH 1000+ antenna kit that, during the term of this Promotional Program, a DISH Retailer: (i) purchases directly from Echosphere; (ii) resells directly to an eligible, existing commercial DISH subscriber; (iii) installs for such subscriber at the corresponding Commercial Location within the continental U.S. in full compliance with Section 2.9 of such DISH Retailer's Retailer Agreement; and (iv) results in the continuation of International Programming from the 118.7° orbital location for a Commercial Subscriber Account, such participating DISH Retailer may be eligible to receive a **\$284.00 "DISH 1000+ Equipment Discount" (1KPEQCOM)**.

**FSS Installation Incentive:**

For each eligible FSS Antenna that, during the term of this Promotional Program, a DISH Retailer: (i) purchases directly from Echosphere; (ii) resells directly to an eligible, existing commercial DISH subscriber; and (iii) installs for such subscriber at the corresponding Commercial Location within the continental U.S. in full compliance with Section 2.9 of such DISH Retailer's Retailer Agreement, a participating DISH Retailer may be eligible to receive a **\$75.00 "FSS Installation Incentive" (FSSANTINCM)**.

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

WITH RESPECT TO DISH HARDWARE PURCHASED BY A RETAILER FROM AN AUTHORIZED DISTRIBUTOR, ALL INCENTIVE PAYMENTS TO THE RETAILER IN CONNECTION WITH SUCH HARDWARE SHALL BE PAID EXCLUSIVELY BY THE AUTHORIZED DISTRIBUTOR FROM WHOM THE RETAILER PURCHASED THE APPLICABLE HARDWARE, AND THE RETAILER SHALL LOOK EXCLUSIVELY TO SUCH AUTHORIZED DISTRIBUTOR FOR THE PAYMENT OF ALL INCENTIVE PAYMENTS WITH RESPECT TO SUCH HARDWARE.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY: (i) IN NO EVENT SHALL ANY INSTALLATION INCENTIVES OR OTHER INCENTIVES BE PAID IN CONNECTION WITH ANY CUSTOMER PROMOTION AGREEMENT CREATED BY A PARTICIPATING RETAILER USING ANY RETAILER CARE SITE LOGIN IDENTIFICATION, PASSWORD OR OTHER IDENTIFIER ASSOCIATED WITH OR OTHERWISE RELATING TO AN AUTHORIZED DISTRIBUTOR, DISTRIBUTOR RETAILER AGREEMENT AND (ii) ALL SUCH INCENTIVE PAYMENTS TO THE RETAILER IN CONNECTION WITH SUCH LOGIN IDENTIFICATION OR PASSWORD SHALL BE PAID EXCLUSIVELY BY THE AUTHORIZED DISTRIBUTOR WITH WHOM SUCH LOGIN IDENTIFICATION OR PASSWORD IS ASSOCIATED AS DETERMINED BY DISH IN ITS SOLE DISCRETION FOR ANY REASON OR NO REASON, AND THE RETAILER SHALL LOOK EXCLUSIVELY TO SUCH AUTHORIZED DISTRIBUTOR FOR THE PAYMENT OF ALL INCENTIVE PAYMENTS WITH RESPECT TO SUCH LOGIN IDENTIFICATION AND PASSWORD.

*Charge Back Rule:*

*Equipment Discounts and Installation Incentives payable under this Promotional Program are not subject to chargeback unless otherwise determined by DISH in its Sole Discretion for any reason or no reason.*

**Tax Disclaimer:**

The retailer or customer is responsible for any applicable sales or use taxes relating to equipment. Hardware and programming are sold separately.

Solely in the case of existing Commercial DISH Subscribers, participating DISH Retailers, must prior to being considered for participation in this Promotional Program, fully and correctly complete (including without limitation all signature(s) and initials, as applicable), update and submit to DISH Network Retail Services the applicable **Commercial FSS Antenna Upgrade Promotion Agreement** within **thirty (30) days** following installation of the applicable FSS Antenna. The customer's name and address on the applicable Commercial FSS Antenna Upgrade Promotion Agreement **must match the customer's name and address on the DISH account**.

Procurement of the customer's original signature is the sole responsibility of the retailer.

**No later than thirty (30) days following the date of installation under this Promotional Program, each participating DISH Retailer must deliver fully and correctly completed copies (including all applicable signatures and initials together with names and addresses that identically match corresponding Commercial Subscriber Account records) of the corresponding Commercial FSS Antenna Upgrade Promotion Agreement to the attention of DISH Network Retail Services either: (i) via facsimile 303-723-3155 or (ii) (for participating Retailers without access to a fax machine) to:**

<b>If via U.S. mail to:</b>	<b>DISH Network Retail Services</b> ATTN: Promotional Agreements P.O. Box 6628 Englewood, CO 80155	<b>OR Overnight agreements to:</b>	<b>DISH Network Retail Services</b> ATTN: Promotional Agreements 9601 South Meridian Blvd. Englewood, CO 80112
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**Retailers who purchase DISH DBS Systems through an Authorized Distributor should submit customer promotion agreements in accordance with the instructions given by their Authorized Distributor.**

**General:**

All capitalized terms not defined herein shall have the meanings ascribed to such terms in your governing Retailer Agreement.

**THESE BUSINESS RULES ARE SUBJECT TO CHANGE AND THIS PROMOTIONAL PROGRAM MAY BE TERMINATED FOR ANY REASON OR NO REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE AND ABSOLUTE DISCRETION OF DISH UPON NOTICE TO RETAILER. 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 DATE FIRST WRITTEN ABOVE, AND SUCH PRIOR VERSIONS (IF ANY) SHALL BE OF NO FORCE AND EFFECT WHATSOEVER WITH RESPECT TO SUCH ACTIVATIONS. FOR ACTIVATIONS OF SUBSCRIBER ACCOUNTS THAT OCCURRED PRIOR TO SUCH DATE, THE CORRESPONDING PRIOR VERSION (IF ANY) CONTINUES TO APPLY.**