

XiP813 DVR Satellite Receiver

HELP GUIDE



185659



Warning and Attention Symbols

You must be aware of safety when you install and use this system. This *Guide* provides various procedures. If you do some of these procedures carelessly, you could injure or kill yourself or damage equipment or property. Some other procedures require special attention.



The lightning flash with arrowhead symbol, within an equilateral triangle, is intended to alert the user to the presence of uninsulated “dangerous voltage” within the product’s enclosure that may be of sufficient magnitude to constitute a risk of electric shock to persons.



The exclamation point within an equilateral triangle is intended to alert the user to the presence of important operating and maintenance (servicing) instructions in the literature accompanying the apparatus.

For Your Safety



Do not try to open the case. There is risk of electrical shock, which may cause damage to the apparatus and/or personal injury or death to you. There are no user-serviceable parts inside. Opening the case or making unauthorized changes will void the warranty.



Warning: To reduce the risk of fire or electric shock, do not expose this apparatus to rain or moisture.

Important Software Notice

As with all software controlled products, unexpected behavior could arise if the user tries to perform operations in a non-routine manner. This product, like almost any other high tech product, is subject to bugs and hence DISH Network CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT ALL FEATURES, SUCH AS PARENTAL CONTROLS, WILL WORK AS INTENDED UNDER ALL CIRCUMSTANCES. DISH Network endeavors to improve such conditions and will periodically download improvements.

In compliance with the terms of the GNU Public License (GPL), EchoStar is making some source code available to the public to download from www.echostar.com.

Equipment and Software Covered by this Guide

This *Guide* covers the High-Definition XiP813 DVR satellite receiver and software model XIP813. This *Guide* may cover other devices, not listed here.

Copyright Notice

Copyright © 2011 EchoStar Technologies L.L.C., Englewood, Colorado 80112. All rights reserved. The information in this *Guide* may change without notice. We may issue revisions to tell you about such changes. Please send comments or questions about this *Guide* to: *Technical Publications, EchoStar Corporation, 100 Inverness Terrace East, Englewood, CO 80112.*

Printed in the United States of America. Part Number: 185659

DISH Network is a registered trademark of DISH Network L.L.C. For information about DISH Network, please visit our website at www.dish.com.

We acknowledge all product names, trade names, or corporate names we mention in this *Guide* to be the proprietary property of the registered owners.

Manufactured under license from Dolby Laboratories. “Dolby” and the double-D symbol are trademarks of Dolby Laboratories.

HDMI, the HDMI logo, and High-Definition Multimedia Interface are trademarks or registered trademarks of HDMI Licensing LLC.

MoCA and the MoCA logo are registered trademarks of Multimedia over Coax Alliance in the U.S. and other countries.

SAFETY

IMPORTANT SAFETY INSTRUCTIONS

PROPER CARE OF YOUR EQUIPMENT

SAFETY

IMPORTANT SAFETY INSTRUCTIONS

1. Read these instructions.
2. Keep these instructions.
3. Heed all warnings.
4. Follow all instructions.
5. Do not use this apparatus near water.
6. Clean only with a dry cloth.
7. Do not block any ventilation openings. Install in accordance with the manufacturer's instructions.
8. Do not install near any heat sources such as radiators, heat registers, stoves, or other apparatus (including amplifiers) that produce heat.
9. Do not defeat the safety purpose of the polarized or grounding-type plug. A polarized plug has two blades with one wider than the other. A grounding-type plug has two blades and a third grounding prong. The wide blade or the third prong are provided for your safety. If the provided plug does not fit into your outlet, consult an electrician for replacement of the obsolete outlet.
10. Protect the power cord from being walked on or pinched, particularly at plugs, convenience receptacles, and the point where they exit from the apparatus.
11. Use only attachments/accessories specified by the manufacturer.
12. Unplug this apparatus during lightning storms or when unused for long periods of time.
13. Refer all servicing to qualified service personnel. Servicing is required when the apparatus has been damaged in any way, such as the power supply cord or plug is damaged, liquid has been spilled or objects have fallen into the apparatus, the apparatus has been exposed to rain or moisture, does not operate normally, or has been dropped.
14. The power plug must be readily accessible so that the apparatus can be easily disconnected from the AC power.

IMPORTANT SAFETY INSTRUCTIONS (continued)

15. The receiver is still connected to the AC power whenever it is plugged in to a live power outlet, even if it is turned off using the remote control or front panel buttons.
16. No flame sources, such as lit candles, should be placed on the equipment.
17. Apparatus shall not be exposed to dripping or splashing and no objects filled with liquids, such as vases, shall be placed on the apparatus.
18. Operate the receiver using only the type of power source indicated on the marking label. Unplug the receiver power cord by gripping the power plug, not the cord.
19. Do not overload wall outlets or extension cords; this can result in a risk of fire or electrical shock.
20. Never insert objects of any kind into the receiver through openings, as the objects may touch dangerous voltage points or short out parts. This could cause fire or electrical shock.
21. Do not locate the antenna near overhead light or power circuits, or where it can fall into such power lines or circuits. When installing the antenna, take extreme care to avoid touching such power lines or circuits, as contact with them can be fatal.
22. Do not attempt to service the receiver yourself, as opening or removing covers may expose you to dangerous voltage, and will void the Limited Warranty. Refer all servicing to authorized service personnel.
23. Unplug the receiver from the AC power outlet before cleaning.
24. Do not place the receiver in an enclosure such as a cabinet without proper ventilation.
25. Do not install the receiver in any area where the temperature can be less than 40°F or more than 113°F. If the receiver is cold to the touch, do not plug it in immediately. Let it sit unplugged at room temperature for at least 45 minutes before plugging it in.
26. Do not expose the remote control batteries to excessive heat or fire.

SAFETY

IMPORTANT SAFETY INSTRUCTIONS (continued)

27. Use an outlet that contains surge protection or ground fault protection. During an electrical storm or when the receiver is left unattended and unused for long periods of time, unplug the power cord from the wall outlet, disconnect the lines between the receiver and the antenna, and disconnect the telephone line. These actions provide additional protection against damage caused by lightning or power line surges.
28. Tighten all the coaxial cable connections only by hand. If you use a wrench, you may overtighten the connections and damage the equipment.



CAUTION—To reduce the risk of fire, use only No. 26 AWG or larger telecommunication line cord.

PROPER CARE OF YOUR EQUIPMENT

- Always handle the receiver carefully. Excessive shock and vibration can damage the hard drive.
- If the receiver is turned on and needs to be moved, always turn the receiver off, unplug it, and then let it sit idle for at least 30 seconds before moving it.
- The use of accessories or attachments not recommended by the receiver manufacturer will void the Limited Warranty.
- Do not stack the receiver on top of or below other electronic devices, as this can cause heat build-up and vibration.



On some TVs, the presence of fixed images for extended periods of time may cause them to be permanently imprinted on the screen. Consult your TV user guide on whether this is a problem for your TV, what operating/viewing restrictions apply to avoid this problem, and associated TV warranty coverage.

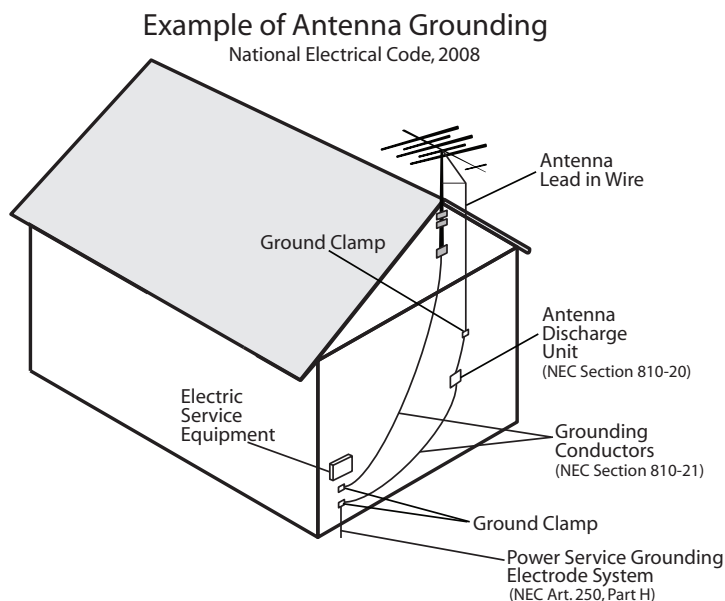
Proper Care of Your Equipment



If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, then the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocated the antenna assembly.
- Increase the separation between the equipment.
- Connect the equipment into an outlet on a circuit different from that to which the DISH Network receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Note to Installer: This reminder is provided to call the satellite TV system installer's attention to Article 820-40 section II of the *National Electrical Code (NEC)* that provides guidelines for proper grounding and, in particular, specifies that the cable ground shall be connected to the grounding system of the building as close to the point of cable entry as practical.



SAFETY

APPENDIX

LIMITED WARRANTY

RESIDENTIAL CUSTOMER AGREEMENT

**AGREEMENT ON INTERNET USAGE VIA YOUR
RECEIVER**

FCC COMPLIANCE

Appendix

LIMITED WARRANTY



This Limited Warranty is a legal document. Keep it in a safe place. Remember to retain your Bill of Sale for warranty service! Any items returned without a copy of the Proof of Purchase will be considered out of warranty.

What the Warranty Covers

This warranty extends only to the original user of the equipment and is limited to the purchase price of each part. EchoStar Technologies L.L.C. and its affiliated companies ("EchoStar") warrant this system against defects in materials or workmanship as follows:

- **Labor:** For a period of 1 year from the original date of purchase, if EchoStar determines that the equipment is defective subject to the limitations of this warranty, it will be replaced at no charge for labor. EchoStar warrants any such work done against defects in materials or workmanship for the remaining portion of the original warranty period.
- **Parts:** For a period of 1 year from the original date of purchase, EchoStar will supply, at no charge, new or re-manufactured parts in exchange for parts determined to be defective subject to the limitations of this warranty. EchoStar warrants any such replacement parts against defects in materials or workmanship for the remaining part of the original warranty period.

Note: "Parts" means items included in this package, which may include the TV converter and remote control. It does not include other parts purchased separately.

What the Warranty Does Not Cover

- This warranty does not cover installation of the system. If applicable, such installation will be warranted under a separate installation agreement.
- This warranty does not cover consumer instruction, physical setup or adjustment of any consumer electronic devices, remote control batteries, signal reception problems, loss of use of the system, or unused programming charges due to system malfunction.
- This warranty does not cover cosmetic damage, damage due to lightning, electrical or telephone line surges, battery leakage, fire, flood, or other acts of Nature, accident, misuse, abuse, repair or alteration by other than authorized factory service, use of accessories not recommended by the TV converter manufacturer, negligence, commercial or institutional use, or improper or neglected maintenance.
- This warranty does not cover equipment sold AS IS or WITH ALL FAULTS, shipping and handling, removal or reinstallation, shipping damage if the equipment was not packed and shipped in the manner prescribed, nor equipment purchased, serviced, or operated outside the continental United States of America.

If You Need Assistance

- 1 Call the customer support number at 1-800-333-DISH (3474) or visit our website at www.dish.com. Have the date of purchase and your receiver ID number available. To display the receiver ID number, press the MENU on the remote control, select Settings, scroll down, and then select System Info. The Receiver ID begins with the letter R.
- 2 A Customer Service Representative will assist you. If the Representative determines you should return any equipment, you will be given steps and an address for which to return your equipment. Whether under warranty or not, you will be responsible for the cost of shipping back the defective equipment.

Limited Warranty

- 3 Returned equipment must be packaged properly, using either the original shipping materials or other appropriate packaging. Include a copy of the Bill of Sale. Any items returned without a copy of the Proof of Purchase will be considered out of warranty.
- 4 Follow the instructions given to you by the Customer Service Representative when returning your equipment for service.

Legal Limitations

REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. EchoStar SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY ON THIS SYSTEM, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, THIS SYSTEM. UNDER NO CIRCUMSTANCES SHALL EchoStar'S LIABILITY, IF ANY, EXCEED THE PURCHASE PRICE PAID FOR THIS SYSTEM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS SYSTEM IS LIMITED IN DURATION TO THE PERIOD OF THIS WARRANTY. EchoStar RESERVES THE RIGHT TO REFUSE TO HONOR THIS WARRANTY IF EchoStar DETERMINES ANY OF THE ABOVE EXCEPTIONS TO HAVE CAUSED THIS SYSTEM NOT TO HAVE PERFORMED PROPERLY. THIS WARRANTY SHALL BE VOID IF ANY FACTORY-APPLIED IDENTIFICATION MARK, INCLUDING BUT NOT LIMITED TO SERIAL OR CONDITIONAL ACCESS NUMBERS, HAS BEEN ALTERED OR REMOVED. THIS WARRANTY SHALL ALSO BE VOID IF THE TV CONVERTER HAS BEEN OPENED BY AN UNAUTHORIZED PERSON.

If You Need Assistance

1. Call the Customer Service Center at 1-800-333-DISH (3474). Have the date of purchase and either your customer account number, the receiver conditional access number, or the receiver model number ready. Display the System Info menu to find these numbers.
2. A Customer Service Representative will assist you.
3. If the Representative determines you should return any equipment, you will be directed to call a Return Authorization representative. Before shipping any equipment, you must talk to a Return Authorization representative and must obtain a Return Authorization (RA) number.
4. You will be given the appropriate address for which to return your equipment. Whether under warranty or not, you will be responsible for the cost of shipping back the defective equipment. For faster service, see the Advance Exchange Program below.
5. Returned equipment must be packaged properly, using either the original shipping materials or the packaging in which the replacement equipment is shipped. Include a copy of the Bill of Sale. Any items returned without a copy of the Proof of Purchase will be considered out of warranty. Follow the instructions given to you by the Customer Service Representative.
6. Write the RA number in large, clearly visible characters on the outside of the shipping box that you use to return the equipment. To avoid confusion and misunderstandings, shipments without an RA number clearly visible on the outside of the box will be returned to you at your expense.

Appendix

DISH Network's Exchange Program

DISH Network offers two options if you need to replace your satellite receiver equipment or its accessories.

Advance Exchange Program

The Advance Exchange Program allows you to have replacement equipment shipped immediately to you (depending upon where you live, it could take three to five business days). Along with replacement equipment, you will receive a prepaid shipping label and instructions on how to return the defective equipment. The shipping charge, for receiving replacement equipment and returning the defective equipment, is a one-time fee based on DISH Network's competitive bulk shipping rates (additional charges may apply outside of the continental US). This fee will be charged to your billing account or your valid credit card. If you do not ship the defective equipment to DISH Network within ten days after receiving the replacement, your billing account or credit card will be charged the market price of the replacement. If you return the defective equipment after ten days, you will receive a full refund less an administrative fee.

If your equipment is out of warranty and can be repaired your billing account or credit card will be charged the standard repair fee for the replacement. If damage to the defective equipment is found, which DISH Network in its sole discretion determines has voided the warranty, or makes the equipment unrepairable, billing account or credit card will be charged the market price of the replacement.

Post Receipt Exchange Program

You may choose to ship the equipment to us at your cost. To provide faster service, upon receipt of your equipment you will be shipped a replacement. Your original equipment will not be available for return.

The equipment you return will be checked to verify whether it is covered under this warranty. If the defective equipment is covered under this warranty, it will be replaced and shipped back to you at no additional cost (additional charges may apply outside of the continental US).

If your equipment is out of warranty and can be repaired your billing account or credit card will be charged the standard repair fee for the replacement. If damage to the defective equipment is found, which DISH Network in its sole discretion determines has voided the warranty, or makes the equipment unrepairable, your billing account or credit card will be charged the market price of the replacement.

Accessory Warranty

An accessory is any DISH Network branded equipment, displaying the DISH Network logo, excluding the receiver, cables and hookups, and non-mechanical components. A one-year warranty becomes effective upon the activation of the DISH system or date of purchase, if bought separately. A proof of purchase is required to verify the purchase date. If an accessory has an expired warranty, no exchange will be issued. You may purchase replacement accessories from DISH Network or your local retailer.

RESIDENTIAL CUSTOMER AGREEMENT

Thank you for choosing DISH Network®.

To view this Residential Customer Agreement in Spanish, please visit www.dish.com or call us at 1-800-333-DISH and we will send you a copy. *Para ver este acuerdo en español por favor visite www.dish.com o llame al 1-800-333-DISH y le enviaremos una copia.*

DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year, by any of the following means:

Phone: 1-800-333-DISH (3474)

Email: care@dishnetwork.com

Mail: DISH NETWORK CUSTOMER SERVICE CENTER

P.O. BOX 9033

LITTLETON, CO 80160

Website: www.dish.com

For purposes of this Residential Customer Agreement (the "Agreement") and any customer agreement(s) applicable to the promotion(s) under which you are receiving services and/or equipment from DISH Network (each, a "Promotion Agreement"): (i) "you" and "your" refer to you, the DISH Network subscriber; and (ii) "DISH Network," "we," "us" or "our" refer to DISH Network L.L.C. or, where applicable under the particular circumstances, third-party billing agents.

"DISH Network" is a trademark of DISH Network L.L.C.

THIS AGREEMENT, TOGETHER WITH ANY APPLICABLE PROMOTION AGREEMENT, SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE OR REPLACE IT. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THIS AGREEMENT, AND YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED AGREEMENT. IF YOU ARE AN EXISTING CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED OR REPLACED AGREEMENT, YOU MUST NOTIFY US IMMEDIATELY AND WE WILL, AT OUR OPTION, EITHER CANCEL YOUR SERVICE OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

1. THE DISH NETWORK SERVICE

A. Services Defined. "Services" shall mean all video, audio, data, interactive and other programming services and all other services that are currently available from DISH Network (whether subscription, pay-per-view or otherwise) and that we may provide to customers in the future.

B. Minimum Programming Levels. If your applicable Promotion Agreement specifies required minimum programming, you must subscribe to such programming. Otherwise, you must subscribe to one or more of the following programming packages, or we may charge you a Service Access Fee (as detailed in Section 2(D)): DishFAMILY, DishMEXICO, TurboHD Bronze or a higher version of such packages; a Chinese, Greek, Russian, Polish, Urdu, Arabic, Portuguese, or Hindi language programming package; a combination of Locals Only and one of TV Globo/Record Package, TV Globo a la carte, Israeli Platinum Package, Panorama Italiano, TV Japan, Polish Premium Pack, Bangla Mega Pack, Punjabi Pack, Telugu Pack, Pinoy Mega

Appendix

Pack, German Language Plus Package, or RTVI/RTVI+ Package; or any of their successor packages. We may change such minimum programming requirements at any time.

C. Programming Availability. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services.

D. Changing Your Programming Selection. Unless otherwise specified in this Agreement or the customer agreement(s), if any, applicable to the promotion(s) pursuant to which you are receiving Services and/or Equipment, you may change your programming selection at any time by notifying us. A fee may apply to such changes ("Transaction Fee"). In addition (and without limitation), you may be charged a monthly fee ("Service Access Fee") if you fail to subscribe to one of the following DISH Network basic programming packages: America's Top 60, America's Top 120, America's Top 180, Great Wall TV Package, DISH Latino, DISH Latino Dos DISH Latino Max, America's "Everything" Pak, Latino "Everything" Pak, or any of their successor packages. Some Services are only available if you purchase and maintain a minimum level of programming.

E. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade your Services only when you renew. You may not downgrade your Services during the term of a multi-month subscription.

F. Ordering Pay-Per-View. You may use your remote control and on-screen program guide to order pay-per-view Services through your television if your DISH Network receiver is connected to a land-based telephone line and/or a broadband home network. You may also order DISH Network pay-per-view Services by calling 1-877-DISH-PPV (3474-778) and using our automated system, or speaking with a live operator at one of our customer service centers; in either case, a fee will apply as detailed in Section 2(D). Pre-Pay Promotion customers may only order pay-per-view Services by calling 1-877-DISH-PPV (3473-778).

G. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access websites and information on the Internet. Neither DISH Network nor EchoStar Technologies L.L.C. ("EchoStar") has any control over such websites and information, and neither we nor EchoStar make any representations, warranties or guarantees as to the availability or content of such websites and information, including without limitation: (i) the accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity, or quality of any such websites or information; or (ii) whether using the software contained in such receivers may result in accessing unintended, inappropriate or objectionable content. We and/or EchoStar may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver at any time without notice. We and/or EchoStar may also limit or restrict the websites and information that you may access on the Internet using your receiver at any time without notice.

H. Private Home Viewing Only. DISH Network provides Services to you solely for viewing, use and enjoyment in your private home. You agree that no Services provided to you will be viewed in areas open to the public, commercial establishments or other residential locations. Services may not be rebroadcast or performed, and admission may not be charged for listening to or viewing any Services. If your Services are viewed in an area open to the public, a commercial establishment or another residential location, we may disconnect your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the full applicable rate for such Services, regardless of whether we have the right to distribute such Services in such other location.

I. Changes in Services Offered. We may add, delete, rearrange and/or change any and all programming, programming packages and other Services that we offer, as well as the prices and fees related to such programming, programming packages and Services, at any time, including without limitation, during any term commitment period to which you have agreed. If a change affects you, we will notify you of such change and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, we have no obligation to replace or supplement such programming, programming packages or other Services. You are not entitled to any refund because of a deletion, rearrangement or change of any programming, programming packages or other Services.

J. Promotional Offers and Items. If a third party, such as an independent DISH Network retailer, integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services, such third party is wholly responsible for fulfilling such promotional offer or providing such promotional item, and DISH Network is not in any way responsible for such fulfillment.

2. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES

A. Payments. You agree to pay all amounts billed for Services, as well as all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us, and any other charges due and owing to us. State and local taxes or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states may apply. Unless you prepay for a multi-month subscription to Services or prepay for all Services as required by your participation in a Pre-Pay Promotion, we will bill you monthly in advance for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Multi-month subscription customers and Pre-Pay Promotion customers will be billed based on your pre-pay period (multi-month subscriptions) or monthly (Pre-Pay Promotion customers), and must make all payments in advance of the due date on your bill in order to continue receiving your Services; you must also pre-pay for all other Services, such as pay-per-view, ordered by you or anyone who uses your Equipment, whether with or without your permission.

B. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account. You may submit your payment by mail, on our website, through our AutoPay program, by calling a DISH Network customer service representative, or by any other means that we designate. Partial payments will be applied first to the oldest outstanding bill. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as "payment in full," we can accept them without waiving any of our rights, including without limitation, our rights to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH Network does not extend credit to our customers, and the Late Payment Fee (as detailed in Section 2(D)) is not interest, a credit service charge or a finance charge. Certain fees and charges may apply in certain circumstances to your payment for the Services, including without limitation, those set forth in Section 2(D).

C. Alterations to Payment Terms. If you pay for a monthly subscription (other than a Pre-Pay Promotion) and your account is past due on more than one occasion, we may require that you pay for all Services and Equipment before you receive them, and you will be deemed to be receiving your Service under a Pre-Pay Promotion, at which point, all terms and conditions of such Pre-Pay Promotion will apply to you. If you paid for a multi-month subscription to any Services and your account is past due for any amount, we may convert your multi-month subscription to a monthly subscription, and we will first apply the amount you paid for your multi-month subscription to any past due amounts and then to any obligations you incur in the future.

Appendix

D. Fees. In addition to any amounts due for your Services and any other amounts due under this Agreement or any applicable Promotion Agreement, you agree to pay the fees listed below ("Fees") if and when applicable. DISH Network may change these Fees, increase or decrease these Fees, or impose additional Fees at any time upon notice to you. Discounts on certain monthly fees may be available from time to time if you subscribe to certain programming packages and/or use certain Equipment. Additional fees may apply for non-standard installations or if you upgrade your Equipment after installation.

Monthly Fees		
Type of Fee	Amount	Description of When Fee Applies
Additional Receiver Fee	\$7.00	You have more than 1 receiver on your account. Per additional high definition (HD) receiver.
	\$5.00	You have more than 1 receiver on your account. Per additional standard definition (SD) receiver.
Alaska Dish 500AK Upgrade Fee	\$4.99	You receive Services in Alaska.
DishHOME Protection Plan	\$5.99	You participate in the DishHOME Protection Plan.
DISH Pause	\$5.00	You are eligible for and participate in DISH Pause.
DVR Service Fee	\$5.98	You purchase or lease a digital video recording receiver and you do not subscribe to a "with DVR" programming package.
Hawaii Dish 500H Upgrade Fee	\$4.99	You receive Services in Hawaii.
TV2 Receiver Connection Fee	\$5.00	You purchase or lease a dual-tuner receiver and it is not connected to a phone line and/or a broadband home network.
Service Access Fee	\$6.00	You do not subscribe to applicable required minimum programming.
Transactional Fees		
Type of Fee	Amount	Description of When Fee Applies
Check by Phone Fee	\$9.99	You make a personal check payment using our automated phone system or through our customer service center.

External Hard Drive Activation Fee	\$39.99	One time fee charged if you have a ViP receiver and you choose to connect an external hard drive to that receiver.
Late Payment Fee	\$5.00	You do not pay your bill in full on or before its due date (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Live Operator Payment Fee	\$5.00	You make a debit or credit card payment through a DISH Network customer service representative (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Mobile Fee	\$20.00	You would like the ability to order pay-per-view Services at any time without a phone line connected to your receiver. Charged annually.
Pay-Per-View Automated Fee	\$1.50	You use our automated telephone system to order DISH Network pay-per-view Services.
Pay-Per-View Live Operator Fee	\$5.00	You call one of our customer service centers to order DISH Network pay-per-view Services.
Restart Fee	\$25.00	We disconnect your Services for any reason and you wish to restart such Services (unless you are receiving Services pursuant to a Pre-Pay Promotion).
	\$5.00	If you are a Pre-Pay Promotion customer, we disconnect your Services for any reason, and you wish to restart such Services.
Returned Payment Fee	\$10.00	You pay DISH Network by EFT or check and payment is subsequently returned.

Appendix

Shipping and Handling Fee	\$14.95	DISH Network delivers hardware to you via regular delivery. (An additional \$10 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands deliveries.)
	\$5.95	DISH Network sends you a remote control via regular delivery. (An additional \$10 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands deliveries.)
	\$8.95	DISH Network sends you an accessory via regular delivery. (An additional \$7 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands deliveries.)
	24.95	DISH Network delivers an item to you via overnight delivery (not available to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, defective or stolen, as long as there is no evidence of unauthorized tampering or modification.
Statement Request Fee	\$2.00	You request a copy of a previous billing statement.
Transaction Fee	\$5.00	You change your programming selection (but not regarding adult programming).
	\$10.00	Changes to your programming selection include adult programming.

In the event billing is provided through a third-party billing agent, the above fees may differ.

E. Restarting Your Services. If you do not pay your bill in full by its due date, or you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we may disconnect your Services, and in such event we will be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or any other reason, DISH Network may require that you pay, and you agree to pay, before we reconnect your Services, all past due charges, a Restart Fee, a deposit equal to a minimum of two months' service charges (or in the case of a restart under a Pre-Pay Promotion, one month's service charges), and all outstanding balances accrued through the date of such disconnection. If your Services are disconnected for non-payment or any other reason, you will no longer be eligible, even if you pay to restart your Service, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Services not been disconnected.

Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

F. Attorneys' Fees/Collections. If we use an attorney or a collection agency to collect any money you owe us or to assert any other right that we may have against you, including without limitation, any breach of any agreement you may have with DISH Network or one of our affiliates, you agree to pay the reasonable costs of such collection or other action. These costs may include, without limitation, the costs of a collection agency, reasonable attorneys' fees and court costs. If you believe you have been billed in error or you would like to make any other requests for a billing statement credit, you must contact our customer service center by telephone or in writing within twenty (20) days after the date you receive the bill for which you are seeking correction. Failure to timely notify us of a dispute will constitute your acceptance of the corresponding bill. You must pay undisputed portions of any billing statement before the next billing statement is issued or you must pay a Late Payment Fee. All payments for Services must be made directly by you to us, unless we authorize otherwise; for example, DISH Network shall have no obligation to provide Services for which payment is made by you to a third party or payment is made by a third party on your behalf.

G. Billing Agent Payments. Different or other payment and billing terms, conditions, options and fees may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company.

3. CANCELLATION OF SERVICE

A. Continuation of Services. Your subscription to Services will automatically renew until you cancel your Services or we otherwise disconnect your Services, in each case as provided herein or in any applicable Promotion Agreement.

B. Cancellation Policies. You may cancel your Services for any reason at any time by notifying us at the phone number, e-mail address or mailing address set forth at the top of this Agreement. Please be aware that certain promotions have an optional or mandatory term commitment period and if you cancel your Services prior to the expiration of an applicable optional or mandatory term commitment period, certain early termination or cancellation fees may apply.

C. Disconnection of Services. In addition to all other rights that DISH Network may have to disconnect your Services, DISH Network may disconnect your Services at any time without notifying you if: (i) you fail to pay any bill in full when it is due; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement or any applicable Promotion Agreement; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such Equipment as part of a residential move into an area within which you can permissibly continue to receive such Services); (v) you assign or attempt to assign any of your rights, duties or obligations under this Agreement or any applicable Promotion Agreement; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) you commence any act or filing of bankruptcy or bankruptcy proceedings are commenced against you

D. No Credits. If your Services are cancelled or disconnected for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services. If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

4. EQUIPMENT

A. Equipment. In order to receive Services you must purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver(s) and applicable

Appendix

Smart Card(s), remote control(s), satellite antenna(s), and low noise block converter(s) with integrated feed(s) (collectively, "Equipment").

B. Additional Tuners and Receivers. We may choose to allow you to place additional receivers on your account. If we allow you to do so, each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment. All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network. If you wish to receive Services at two different residential locations, you must open a separate account for each location, unless otherwise specifically authorized by Dish Network. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to the same land-based telephone line and/or broadband home network. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

C. Smart Cards. Receiver(s) are equipped with a conditional access card ("Smart Card") inserted into a slot or otherwise installed in such receiver. Not all receivers with a Smart Card slot require a Smart Card for proper authorization. Smart Cards remain the property of DISH Network at all times and must be returned to us upon our request. Smart Cards are not transferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to our customer service center that your Smart Card has been lost, damaged, defective or stolen, we will replace it, unless there is evidence of unauthorized tampering or modification, and a Smart Card Replacement Fee will apply. In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee will apply.

D. PVR/DVR. DISH Network's personal video recorder/digital video recorder ("PVR/DVR") products allow you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the programs being recorded. DISH Network does not guarantee access to or recording of any particular programming, or that any such programming will not be deleted from your PVR/DVR product. Most programming is the copyrighted material of the third party that supplies it; is protected by copyright and other applicable laws; and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it (except as permitted by the "fair use" provisions of the U.S. copyright laws).

E. Telephone/Broadband Connection. To optimize the operation of your Equipment, you must continuously connect each DISH Network receiver on your account to the same land-based telephone line and/or a broadband home network. Failure to connect each receiver to the same land-based telephone line and/or a broadband home network may result in interruption or disconnection of Services. We may charge you a TV2 Receiver Connection Fee for each dual-tuner receiver that is not connected to the same land-based telephone line and/or a broadband home network.

F. Receiver Alterations. DISH Network may, through periodic downloads, alter the software, features and/or functionality in your DISH Network receivers; provide data and content to PVR/DVR products; store and remove data and content on the hard drives of PVR/DVR products; and send electronic counter-measures to your DISH Network receivers. DISH Network will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads. DISH Network may from time to time cease supporting one or more DISH Network receiver models.

G. Proprietary Components and Software. DISH Network receivers and Smart Cards contain components and software that are proprietary to DISH Network and its licensors. You agree that you will not try to reverse-engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

Residential Customer Agree-

H. Software License. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network, its licensors and/or its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy of such software, in whole or in part. You may not reverse-engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH Network, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. If you breach any term or condition of this license, this license will automatically terminate.

I. Stolen Equipment. If any of your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our customer service center by telephone or in writing immediately, but in any event not later than three (3) business days after such removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

5. LEASED EQUIPMENT

A. Lease Terms. We may choose to lease certain Equipment to subscribers. Unless otherwise specified in an applicable Promotion Agreement(s), such Equipment (including without limitation, the LNBFs, but not the satellite antenna), shall at all times remain the sole and exclusive property of DISH Network, and we may provide or replace leased Equipment with new or reconditioned Equipment at any time, and upon cancellation or disconnection of your Services, remove or require the return of such Equipment. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in such Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of such Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment, or to tamper with or alter any notice of our ownership on such Equipment. Any reinstallation, return, or change in the location of such Equipment must be performed by DISH Network at our then-current service rates. You shall not attach any electrical or other devices to, or in any way alter, any such Equipment without our prior written consent. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

B. Return of Leased Equipment. Upon cancellation or disconnection of your Services, you must contact our customer service center or call the telephone number set forth in any applicable Promotion Agreement to schedule the return of your leased Equipment. If you do not return such Equipment undamaged and in working order, normal wear and tear excepted, you are responsible and must pay us certain charges as described in any applicable Promotion Agreement.

C. Defects and Damages. You must notify us immediately of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment must be performed by us or our designee(s). DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

DISH Network may sell, assign or transfer your account to a third party without notifying you. You may not assign or transfer your Services without our written consent, which will not be

Appendix

unreasonably withheld. We may, however, refuse to allow you to assign or transfer your Services if you lease Equipment or your account has an outstanding balance.

7. LIMITATION OF OUR LIABILITY

A. INTERRUPTIONS AND DELAYS. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION: IF SUCH INTERRUPTION, DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH NETWORK'S ACCESS TO ALL OR ANY PORTION OF SERVICES; THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S); A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT; ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

B. ALTERATIONS TO EQUIPMENT. NONE OF DISH NETWORK, ECHOSTAR OR OUR THIRD-PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, REMOVING OR DISABLING FEATURES (SUCH AS THE ABILITY TO ACCESS THE INTERNET VIA A RECEIVER).

C. LOSS OF RECORDED MATERIAL. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION, ANY LOSS OR PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

D. NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

E. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF DISH NETWORK, ECHOSTAR, OUR THIRD-PARTY BILLING AGENTS, OR OUR AND THEIR AFFILIATES SHALL HAVE ANY LIABILITY TO ANYONE DUE TO, OR BASED UPON, ANY CONTENT (INCLUDING WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN, OR OMISSIONS FROM SUCH CONTENT): (i) CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (ii) ACCESSED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.

F. DAMAGES LIMITATION. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO: DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT; OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU; OR ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

8. WARNING AGAINST PIRACY AND INFRINGEMENT

A. PIRACY. Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of

Residential Customer Agree-

any portion of the Services is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. INFRINGEMENT. Title 47, Section 605(e)(4) of the United States Code (U.S.C.) makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified or willfully causes its modification is an accessory to that offense and may be punishable in the same manner.

The Equipment may incorporate copyright protection technology that is protected by U.S. patents, patent applications and/or other intellectual property rights. Use of such copyright protection technology is intended for home and other limited pay-per-view uses only, unless otherwise authorized. Reverse engineering or disassembly is prohibited.

9. GENERAL

A. Notice. Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your bill, as a bill insert, via broadcast on a television channel, through publication on the website set forth at the top of this Agreement, by telephone, or by any other reasonable means. If we send you notice by mail, on your bill or as a bill insert, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth at the top of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at the mailing address set forth at the top of this Agreement, and shall be deemed given when received by us at such mailing address.

B. Physical Address/Change of Address. When setting up your DISH Network account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, telephone number, or physical address where your Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.

C. Online Account Information. If you have an online account with us, you are responsible for maintaining the confidentiality of your account username and password and for all activities that occur under your account username and/or password. You must: (i) keep your account username and password confidential and not share them with anyone else; and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

D. Third-Party Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents may apply. For example and without limitation: (i) late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing agents may require that you pay all past due charges for Services, a restart fee, and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Network Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied first to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Please contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.

Appendix

E. Credit Checks. You authorize DISH Network to investigate your financial responsibility and creditworthiness, including without limitation, acquiring credit reports and histories, and to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, you have the right to notify DISH Network if you believe we have reported inaccurate information about your account to any credit reporting agency. Please include in any such notice the specific item of dispute and why you believe the information reported is in error.

F. Applicable Law. This Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement, the Services or the Equipment shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.

G. Remedies Cumulative. The rights and remedies provided under this Agreement to DISH Network in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH Network may have by reason of such default or breach at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Other. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change or override this Agreement. DISH Network may, however, change this Agreement at any time and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and DISH Network, including without limitation, any applicable Promotion Agreement, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior DISH Network Residential Customer Agreements in their entirety, and such prior DISH Network Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and any applicable Promotion Agreement, DISH Network shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.

Agreement on Internet Usage via Your Receiver

The software contained in the receiver may reference, display, link to, and provide users access to web services, sites, and information located worldwide through the Internet. Because EchoStar Technologies and DISH Network have no control over such sites and information, we make no representations, warranties or guarantees as to such sites and information, including but not limited to:

- (a) the accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity, or quality of any such sites or information, or
- (b) whether using the software may result in locating unintended, inappropriate, or objectionable content.

Because some of the content on the Internet consists of material that is adult-oriented, restricted to viewers at least 18 years of age or the age of majority where you live, or otherwise objectionable to some people or viewers, under the age of 18, the results of using the software may automatically and unintentionally result in the generation or display of sites, links, or references to such objectionable and/or adult-oriented material.

By using the software, you acknowledge that neither EchoStar Technologies L.L.C. nor DISH Network L.L.C. makes any representations, or warranties, or guarantees with regard to any sites or information displayed by or accessed by in connection with use of the software. EchoStar Technologies L.L.C., DISH Network L.L.C., their respective direct and indirect subsidiaries and parents, and the officers, directors, and shareholders of any of the foregoing companies shall not, directly or indirectly, be liable in any way to you or to any other person or entity for the content you receive using the software or for any inaccuracies, errors in, or omissions from the content.

EchoStar Technologies L.L.C., DISH Network L.L.C., and their respective affiliates and licensors reserve the right to change, suspend, remove, or disable access to any services at any time without notice. In no event will EchoStar Technologies L.L.C., DISH Network L.L.C., their respective direct and indirect subsidiaries and parents, or the officers, directors, and shareholders of any of the foregoing companies be liable for the removal of or disabling of access to any such services. EchoStar Technologies L.L.C., DISH Network L.L.C., and their respective affiliates and licensors may also impose limits on the use of or access to certain services, in any case, and without notice or liability.

Appendix

FCC COMPLIANCE



The following text is extracted from Federal Communications Commission (FCC) regulations, as of the publication date of this *Guide*. Contact the FCC (see following) or your library for the complete text of the regulations.

Telephone Communication

This equipment complies with Part 68 of the FCC rules and the requirements adopted by the ACTA. On the back panel of this equipment is a label that contains, among other information, a product identifier in the format US:AAAEQ##TXXXX. If requested, this number must be provided to the telephone company.

A plug and jack used to connect this equipment to the premises wiring and telephone network must comply with the applicable FCC Part 68 rules and requirements adopted by the ACTA. A compliant telephone cord and modular plug is provided with this product. It is designed to be connected to a compatible modular jack that is also compliant, such as RJ-11. See installation instructions for details.

The REN is used to determine the number of devices that may be connected to a telephone line. Excessive RENs on a telephone line may result in the devices not ringing in response to an incoming call. In most but not all areas, the sum of RENs should not exceed five (5.0). To be certain of the number of devices that may be connected to a line, as determined by the total RENs, contact the local telephone company. For products approved after July 23, 2001, the REN for this product is part of the product identifier that has the format US:AAAEQ##TXXXX. The digits represented by ## are the REN without a decimal point (e.g., 03 is a REN of 0.3). For earlier products, the REN is separately shown on the label.

If this equipment causes harm to the telephone network, the telephone company will notify you in advance that temporary discontinuance of service may be required. But if advance notice isn't practical, the telephone company will notify the customer as soon as possible. Also, you will be advised of your right to file a complaint with the FCC if you believe it is necessary.

The telephone company may make changes in its facilities, equipment, operations or procedures that could affect the operation of the equipment. If this happens the telephone company will provide advance notice in order for you to make necessary modifications to maintain uninterrupted service.

If trouble is experienced with this equipment, for repair or warranty information, please contact DISH Network at 1-800-333-DISH (3474). If the equipment is causing harm to the telephone network, the telephone company may request that you disconnect the equipment until the problem is resolved.

There are no user serviceable parts inside.

Connection to party line service is subject to state tariffs. Contact the state public utility commission, public service commission or corporation commission for information.

If your home has specially wired alarm equipment connected to the telephone line, ensure the installation of this equipment does not disable your alarm equipment. If you have questions about what will disable alarm equipment, consult your telephone company or a qualified installer.

Compliance Information Statement

EchoStar Technologies L.L.C., 94 Inverness Terrace East, Englewood, CO., (303) 706-4000, declares that: This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Do not make changes or modifications to this equipment. This could void the user's authority to operate the equipment.

Appendix