

3. **Minimum Package.** You must subscribe at all times to a minimum package of the Silver Package (currently \$49.95/mo., including rental of 1 modem and 1 TRIA). In the event you do not purchase the Silver Package, your Service may be deactivated.
4. **Fees and Payments.** You agree to pay monthly by the payment due date for the Service you select and for all applicable fees. An equipment rental fee of \$5.00 per month for the modem and the TRIA is included in the promotional base Service package price. State and local taxes, or reimbursement charges may apply as set forth in the RCA. A transaction fee may apply if you change your Service package at any time by notifying us. You have paid or you agree to pay a one-time lease upgrade fee of up to \$199.00. Other fees may apply as set forth in the RCA. All payments are non-refundable.
5. **Software.** If you elect to receive certain anti-virus software (if and when available), currently valued at \$2.49/mo. (price subject to change), such software will be provided to you at no additional cost throughout the remainder of your 24-month term commitment but will thereafter automatically be charged to your account on a monthly basis at the then-current monthly or other applicable rate unless you cancel the software.
6. **Equipment Return.** You may use the satellite modem and TRIA under this plan only while you remain an active customer in good standing and in compliance with this Agreement, the Fair Access Policy, the Acceptable Use Policy, the RCA and all other agreements (if any) between you and DISH. For the avoidance of doubt, the terms and conditions of the RCA applicable to leased equipment thereunder shall apply to all equipment provided hereunder. If you acquired your equipment directly from DISH, you must return the satellite modem and TRIA in good operating condition, normal wear and tear excepted, within 30 days following downgrade or disconnection to DISH. You must call DISH at 800-894-9131 immediately after your downgrade or disconnection to receive a return authorization number and delivery instructions for return of your equipment. If you acquired your equipment from a retailer, you must return all such equipment to: (A) your original retailer, if such downgrade or disconnection occurs during the first 180 days following your initial activation of programming, or (B) DISH, if such downgrade or disconnection occurs after such 180-day period. You are responsible for and shall bear all costs and expenses of returning such equipment. A \$15.00 charge will apply if you use a pre-paid label and empty box provided by DISH in returning your equipment; this charge is subject to change at any time.
7. **Installation of Equipment.** This plan includes standard professional installation of 1 modem, 1 antenna, 1 TRIA, and mounting hardware. You represent that there are no legal, contractual or similar restrictions on the installation of the DISH Equipment in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that we or our designated affiliate, service provider, retailer or other independent contractor will be required to access your premises or system and to install and maintain the DISH Equipment, including without limitation, the antenna and its components necessary for you to receive the Service, whether installed inside or outside your location. This will include attaching a satellite modem(s) to your computer(s), installing software on your computer(s) and configuring your computer(s) for optimized performance of the Service. By scheduling installation or after-sales services and permitting us, our affiliate, service provider, retailer or other independent contractor to enter your premises, you are authorizing us, our affiliate, service provider, retailer, or other independent contractor to perform all of the above actions. NONE OF WILDBLUE, DISH OR OUR DESIGNATED AFFILIATE, SERVICE PROVIDER, RETAILER OR OTHER INDEPENDENT CONTRACTOR SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER(S). You are responsible for backing up the data on your computers and we highly recommend that you do so prior to permitting access to us or one of our designated affiliates, service providers, retailers or other independent contractors. This limitation does not apply to any damages arising from the gross negligence or intentional misconduct of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.
8. **Subscriber Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise or services purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You ratify and confirm any obligations an employee or any other individual with access to your account incurs or assumes. You acknowledge that an owner's manual or similar material was provided to you at the time of installation of your DISH Equipment and that (subject to any exceptions granted by us) a monthly fee payable in advance will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated.

9. **Modifications, Rights of Cancellation or Suspension.**

9.1 Modification of the Service. Notwithstanding anything set forth to the contrary in the RCA, WildBlue or DISH may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, WildBlue reserves the right at its sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you in connection with the Service. WildBlue and DISH may take any action consistent with the Acceptable Use and Fair Access Policies, including without limitation actions to: (1) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system; (2) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion; (3) instruct our system not to process e-mail or instant messages due to space limitations; (4) make available to third parties information relating to WildBlue or its subscribers, subject to the DISH Subscriber Privacy Policy; (5) withdraw, change, suspend or discontinue any functionality or feature of the Service; (6) delete attachments to e-mail due to potentially harmful materials included within such attachment; and (7) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

9.2 Termination or Suspension by DISH. We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement, the Fair Access Policy, Acceptable Use Policy, RCA or any other agreement between you and DISH. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

10. Permitted Use And Restrictions On Use.

10.1 Software License. Subject to the terms and conditions of this Agreement, WildBlue grants to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of WildBlue (including any updates) only for the purpose of accessing the Service ("Software") in accordance with this Agreement. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by WildBlue. Any attempt by you to sublicense, assign, transfer or delegate any of the rights, duties or obligations under this license is void and may result in termination by WildBlue of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

10.2 Restrictions On Use Of The Service. DISH and WildBlue reserve the right to immediately terminate the Service and this Agreement if you or any user under your account knowingly or otherwise engages in any prohibited activity or if you use the DISH Equipment or Service in a way which is contrary to any DISH policy or any policy of a DISH supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with DISH's Acceptable Use Policy and Fair Access Policy, which are available online at legal.dishmail.net, and the RCA which is available online at dish.com (any and all of which may be updated from time to time in DISH's sole discretion) and incorporated into and made a part of this Agreement. You do not own, nor do you have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

10.3 Fair Access Policy. If your usage exceeds the limits set forth in the Fair Access Policy applicable to your plan, DISH may reduce the bandwidth available to you in accordance with the Fair Access Policy. Continued violation of the Fair Access Policy is a breach of this Agreement and will result in the termination of this Agreement. Internet access is not guaranteed.

10.4 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone other than the members of your household (e.g., via wi-fi or via any other method), in whole or in part, directly or indirectly, whether monetary compensation is received or not, and whether on a bundled or unbundled basis, is prohibited. The Service is for your personal, household use only and you agree not to use the Service for operation as an Internet service provider or for any purpose that makes the Service available to any person unaffiliated with you or a computer not under your control, or as an end-point on a non-WildBlue local area network or wide area network. In addition and not in limitation of the foregoing, other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy, Fair Access Policy or terms of any other policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises.

10.5 No Unauthorized Use of DISH Equipment or Software. You are strictly prohibited from servicing, altering, modifying or tampering with the DISH Equipment, Software or Service or permitting any other person who is not authorized by DISH to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

10.6 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

10.7 Security. You agree to take reasonable measures to protect the security of computers capable of accessing the Service through your account, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, DISH may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

10.8 Responsibility of Subscriber. You are responsible for any misuse of the Service committed through your account or utilizing your DISH Equipment. You must take steps to ensure that unauthorized access to the Service does not occur, for example, strictly maintaining the confidentiality of your Service login and password. You are considered the registered recipient of the Services until you terminate this Agreement or downgrade your Service below any minimum required package set forth herein, or your Service is otherwise disconnected for any reason at any time, and you will be liable for any charges or fees incurred by the use of your DISH Equipment by anyone else until such termination, downgrade or disconnection, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may deactivate your Service. If your DISH Equipment is stolen or otherwise removed from your premises without your authorization you must notify our customer service center immediately, or else you will be liable for payment for unauthorized use of the Service or your DISH Equipment.

11. Warranties and Limitations of Liability.

11.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NONE OF DISH, WILDBLUE OR ANY OF WILDBLUE'S OR DISH'S AFFILIATES, PARENTS, SUBSIDIARIES, WHOLESALERS, DEALERS, RETAILERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WILDBLUE, DISH OR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WILDBLUE, DISH AND THE PARTNERS HEREBY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. WILDBLUE, DISH AND THE PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY DISH, WILDBLUE OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE DISH PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

11.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF DISH, WILDBLUE OR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE

OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT WILDBLUE AND DISH'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO DISH BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

11.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if DISH or WildBlue or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to with respect to the limited warranty or service plan(s) (if any) you may have with DISH in connection with the Service.

11.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons. WildBlue and DISH are not responsible for any interruptions of Service that occur due to acts of God (including, without limitation, weather), power failure or any other cause beyond our reasonable control. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

11.5 Indemnity. You agree to indemnify, defend and hold DISH and WildBlue and our affiliates, distributors, contractors, information or content providers, service providers, licensors, employees and agents harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

11.6 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of us, WildBlue and our respective affiliates, distributors, contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on their own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

12. General.

12.1 Limits on Transfers. Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by us or by WildBlue, or by your credit card company or other billing institution, as applicable.

12.2 Notices, Disclosures and Other Communications. Where notification by DISH or WildBlue is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail, publication over the Service or on the website addresses set forth on the first page of this Agreement, via the mail, on your billing statement, as a bill insert or by telephone. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If we send you notice via e-mail, it will be considered given upon sending to your then-current e-mail address in our records. If we send you notice through publication over the Service or on the website address set forth on the first page of this Agreement, it will be considered given when first published. If we send you notice by mail, on your billing statement or as a bill insert, it will be considered given when deposited in the U.S. mail, addressed to you at your then-current billing address in our records. 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. You must promptly notify us on any change in your e-mail or postal address in writing or electronically at care@dishnetwork.com.

12.3 Construction and Delegation. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and

we may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement that by their nature should continue shall survive any termination of this Agreement.

12.4 Miscellaneous. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms.

12.5 Contact Information. If you have any questions, you may find the answer in the frequently asked questions section on dish.com or you may contact DISH at care@dishnetwork.com, 800-894-9131; or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the charges and fees applicable to the goods and services you have selected under this Agreement by calling 800-894-9131.

PLEASE READ THIS IMPORTANT INFORMATION ==> **Signature:**

By signing above, you authorize DISH to charge, and/or place a hold with respect to all cancellation fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (collectively, the "Authorized Amounts") to the credit card or debit/check card that you provided to DISH at the time you initially qualified for DISH service (the "Qualifying Card") until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH's submitting a signed receipt. Payment of cancellation fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account.

FOI
purposes